Human Resources Practices

As Caesars has done on all 53 properties it operates, it will continue its practice at Caesars New York of employing in-house Human Resource professionals whose primary focus is the development of a skilled, diverse and inclusive workforce with the opportunity to grow and develop their careers at all levels. Caesars supports its employees' drive to learn, grow, and advance their careers through training programs, reimbursement opportunities and regular performance evaluations. Employees may take courses to learn skills (i.e. language, leadership, computers, etc.) to assist in career development at no personal cost. Caesars also offers tuition reimbursement programs to employees pursuing their bachelor's, master's or doctoral degrees. Caesars provides regular performance and merit evaluations at all levels of the organization that not only recognizes an employee's strength and skills, but also serves as a guide to advancement opportunities.

Caesars provides a wide array of learning and development opportunities for employees at all levels in the organization:

Exploring Supervisory Opportunities (ESO)

A self-paced development program that prepares employees to become candidates for supervisory positions.

Supervisor Leadership Assessment Program (SuperLAP)

A two-hour assessment designed to evaluate a candidate's readiness to advance to a supervisory role and to identify prospects for future leadership positions.

Managerial Leadership Assessment Program (MLAP)

A two-hour assessment that evaluates a candidate's readiness to advance into management positions. Supervisors, managers and higher level employees develop personal insights and awareness while learning strategies to manage the mix of skills and personalities required to create a high-performance, inclusive and engaged work environment.

Skillsoft Business Courses

This online learning system is available to all employees and offers 4,000 online courses, including computer skills, communication, leadership, business development, diversity and inclusion and more.

Educational Assistance Program

Available to all employees, this program provides opportunities to further education and prepares employees to seek promotions for which they are not currently qualified. Programs include tuition reimbursement, matching grants and

the Phil Satre Employee Scholarship Fund. These scholarships support students who wish to attend Hispanic Associated Colleges and Universities (HACU), Historically Black Colleges and Universities (HBCU), those institutions that have concentrated Asian student populations, and those with high concentrations of women students.

Responsible Gaming Training

Every employee plays a crucial part in our Company's mission to promote responsible gaming. A comprehensive education and awareness program helps our employees understand their role in promoting responsible gaming.
These standards require that all new employees, to include part-time and on-call positions, receive responsible gaming training during new hire orientation. All employees should receive responsible gaming training within the first 30 days of employment.

All front of house, customer-facing employees shall receive a refresher course on an annual basis.

Day Care

Caesars New York will look to subsidize an off-site day care solution. On-site day care, while convenient, is not consistent with our Code of Commitment and our Responsible Gaming Practices, which preclude the presence of minors in our facilities.

Affirmative Action Plan

Caesars New York, its affiliated companies, and their employees are proud to be active members of the communities where we do business. The company provides equal opportunity for contractors, subcontractors, and equal employment opportunities to applicants and employees. As the attached letter from Caesars Entertainment CEO Gary Loveman explains, *"Building Communities the Caesars Way"* is the blueprint for (1) hiring and retaining a diverse pool of employees; (2) sharing financial success with communities by donating a portion of profits to civil and charitable causes, a portion of which is dedicated to supporting minority causes; and (3) procuring goods, products and services from certified minority and women owned business enterprises (MWBE).

Outlined below are the specific goals Caesars New York would establish for contracting MBWEs, and the methodology the property would use to establish affirmative action goals for minorities, women, persons with disabilities and veterans on construction jobs and service, and professional jobs during operation. Through these plans, Woodbury would strive to increase the diversity of the gaming industry workforce and provide a meaningful opportunity for MBWE businesses to participate in the development, construction and operation of the gaming industry.

MWBE Contracting Program

Upon award of a license with the State of New York, Caesars New York plans to engage a general contractor for the construction of the casino, hotel and related infrastructure, and other contractors for additional project and operation requirements. Caesars New York will require these contractors to demonstrate good faith efforts to comply with the subcontracting goals set forth in this plan and to impose these requirements on their subcontractors. The following table provides the goals for MWBE businesses that Caesars New York will seek to achieve for all of its contracting activities, including its construction contracts in building the casino, hotel, and related infrastructure.

All Contracts	**MBE %**	**WBE %**	**MWBE %**
Overall Goals	REDACTED		
Construction			

Caesars will also develop specific contracting goals by procurement category during operations aimed at achieving or exceeding the overall goal of 20%. Since Caesars does not currently have operations in New York, this analysis cannot currently be conducted. The following table illustrates how Caesars New York would establish goals for specific procurement categories based upon available MWBEs with capacity.

Sample Procurement Categories Table

Procurement Categories	MBE %	WBE %	MWBE %
General Services			
Commodities, Supplies Equipment			

MWBE Subcontracting Sources

Caesars will identify potential contracting/subcontracting sources using the following source list and organizations:

- NYS Certified MWBE's Contact List
- The U.S. Small Business Administration's Procurement Marketing and Access Network (PRO-Net) System
- The National Minority Supplier Development Council (NMSDC)
- Women's Business Enterprise National Council (WBENC)

Caesars New York has scheduled a vendor forum on July 9th, 2014 and plans to engage in discussions with many entities surrounding sourcing for Caesars New York. Moreover, Caesars has already been engaged with Orange County's Office of Community Development in discussion over a number of issues and is planning to discuss all subcontracting sourcing topics in the near future, including MWBEs.

Mentoring/Protégé Programs

Caesars New York will utilize the company's mentor/protégé programs to help promising M/WBEs grow their capacity.

Outreach Efforts

Caesars will conduct the following internal and external outreach efforts to obtain MWBE sources:

- Contact and request sources from the New York State Certified MWBE's Contact List
- Utilize Caesars' database of certified suppliers (https://www.caesars.com/corporate/about-us-supplier.html)
- Contact MWBE trade associations
- Contact MWBE business development organizations
- Request sources from the Small Business Administration's Procurement Marketing and Access Network (PRO-Net) System
- Attend MWBE procurement conferences and trade fairs
- Present workshops, seminars and training programs
- Establish, maintain and use MWBE business source lists, guides and other data for soliciting subcontracts

- Monitor activities to evaluate compliance with the subcontracting plan
- Advertise for participation by MWBEs in appropriate general circulations, trade publications, etc.

Affirmative Action Program Administration

Caesars New York's program administrator shall have general overall responsibility for the Contractor's subcontracting program, including the development, preparation, and execution of individual subcontracting plans and monitoring performance relative to this plan. The duties of the administrator may include the following activities:

- Developing and promoting Caesars New York's policy statements that demonstrate the company's support for awarding contracts and subcontracts to MWBEs
- Developing and maintaining Caesars New York's lists of MWBEs from all possible sources and ensure that they are included on Caesars New York's list for soliciting contracts and subcontracts for products and services they are capable of providing
- Ensuring that contract/subcontract solicitations do not contain clauses that may restrict MWBEs
- Ensuring that the company documents reasons for not selecting capable MWBEs that responded to a solicitation
- Attending or arranging for the attendance of company counselors at business opportunity workshops, minority business enterprise seminars, trade fairs, etc.
- Directly or indirectly counseling MWBEs on contracting/subcontracting opportunities and how to prepare proposals to the company
- Developing and maintaining an incentive program for buyers that support the MWBE contracting/subcontracting program
- Monitoring performance and making adjustments necessary to achieve the subcontract plan goals

Contracts and Subcontracts

Caesars New York will require all contractors and subcontractors to submit a subcontracting plan to utilize MWBEs in accordance with the goals section of this plan. Caesars New York will also require all contractors and subcontractors to use and document good faith efforts to comply with, and meet the goals in, the subcontracting plan. Caesars New York will require all such contractors and subcontractors to submit appropriate reports and documents to demonstrate their good faith efforts.

Caesars New York will also require all relevant contractors and subcontractors to establish and implement an affirmative action program that identifies specific goals for the engagement of minorities, women, persons with disabilities and veterans on construction jobs and service and professional jobs during operation, in order to increase the diversity of the gaming industry workforce. Caesars New York will require all contractors and subcontractors to use and document good faith efforts to comply with, and meet the goals in the affirmative action program.

Caesars New York will also require these contractors/subcontractors to impose these requirements on all subcontractors and suppliers.

Record Retention

Caesars New York will maintain at least the following types of records to demonstrate that procedures are in place to document good faith efforts to comply with the goals in the contracting and subcontracting plan. These records include, but are not limited to:

- MWBE source lists, guides, and other data identifying such vendors
- Organizations contacted for MWBE sources
- On a contract-by-contract basis, all contract/subcontract solicitations over $100,000 which indicate for each solicitation (1) whether MWBEs were solicited, and if not, why not and, (2) if proposals were received by MWBEs reasons the MWBEs did not receive the award
- Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small, minority, and women-owned small business procurement conferences and trade fairs
- Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance
- On a contract-by-contract basis, records to support contract/subcontract award data including the name, address and MWBE status of each subcontractor.

Cooperation with New York Gaming Facility Location Board

Caesars New York agrees to: (1) cooperate in any studies or surveys as may be required; (2) submit periodic reports, which show compliance with the contracting and subcontracting plan; and (3) ensure that contractors/subcontractors agree to submit any necessary information.

EMPLOYMENT OF MINORITIES AND WOMEN

Responsibility for Implementation

Caesars New York will undertake a program to attract, employ, and advance in employment minorities and women. It will assign primary management responsibility and accountability for ensuring full compliance with the plan to an Outreach Officer. The Outreach Officer will have the authority, resources, support of and access to top management necessary to ensure the effective implementation of the program. Management will actively support the program and provide assistance and cooperation. The Outreach Officer will develop policy statements, internal and external communication techniques, and design methods that will monitor compliance with this program.

Job Group Analysis

One of the diagnostic components of the program will be a job group analysis. The job group analysis will be the first step in comparing the representation of minorities and women in the workforce to be covered by this program with the estimate of the available qualified minorities and women who could be employed by Caesars New York. For analysis

purposes, positions will be organized in job groups. Job groups will be created based on EEO category, similar wages, similar job duties and responsibilities, and/or similar opportunities for training, promotion, transfer, and other employment benefits.

Since Caesars does not currently have a workforce in New York, this analysis cannot currently be conducted. The following charts, however, show a sample of what the report may look like once the workforce has been established.

Please see attachment X.B.2_A2 for more detail on a sample job group analysis.

Availability Analysis

The purpose of the availability analysis is to establish a benchmark against which the demographic composition of Caesars New York's workforce may be compared. The availability analysis for each job group will examine two potential areas of availability: individuals with the requisite skills outside the establishment using the most current and discrete statistical information available and once applicable, those within the establishment who are promotable, transferable and/or trainable.

Since the proposal is new, the charts below detail a sample of the types of jobs Caesars New York would expect to fill at this location and the estimated availability of minorities and females with the requisite skills to perform these jobs based on the geographic areas as outlined in the 2006 – 2010 American Community Survey data. Caesars New York will utilize these figures as benchmarks for employment of minorities and women in the New York area.[1]

Please see attachment X.B.2_A3 for more information on availability statistics for minorities in New York.

Comparison of Incumbency and Availability

Once the workforce has been established, Caesars New York will compare the representation of minorities and women in each job group with their representation among those identified in the availability analysis as available for employment in the job group. Where actual representation is less than the calculated availability, Caesars New York will conduct a statistical test to determine whether the difference was greater than could reasonably be expected.

Placement Goals

Based on the results of the above analysis, Caesars New York will establish placement goals where the actual representation of women or minorities in a job group is less than would be reasonably expected based on calculated availability. It will establish a percentage annual placement goal equal to the availability figure derived for women or minorities, as appropriate, for that job group. This goal is not a quota that must be met, nor are they to be considered

[1] If awarded the license, in order to address areas where external availability is 0% or 100%, Caesars New York will average the availability with 60% weight on Orange County, NY and 40% weight on the New York, NY MSA when establishing the external hiring goal.

as either a ceiling or a floor for the employment of particular groups. In all employment decisions, it will make selections in a nondiscriminatory manner and the goals will not be used to supersede merit selection principles.

Analysis of Progress

Once the program has been in place for a year, Caesars New York will monitor progress toward the goals established in the prior year's program. A sample goal attainment report is included below.

Please see attachment X.B.2_A4 for more information on a sample goal attainment report.

Applicants and Hires

The Human Resources Department will accept applications for open positions, and all persons interested in obtaining employment with Caesars New York will be advised to apply according to current policy. The Human Resources Department will develop all procedures and all hiring at Caesars New York will be conducted on the basis of nondiscriminatory criteria. A sample new hire summary report follows the goal attainment report.

Please see attachment X.B.2_A4 for more information on a sample new hire summary report.

Promotion Practices

Promotion practices provide an area of employment opportunity for minority and female employees. Promotion practices will not be problem areas for minorities and women in any job group. Management initiated promotions will be based on performance and other job related criteria without discrimination on account of race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law. A sample report reflecting promotion activity follows the hire report.

Please see attachment X.B.2_A4 for more information on a sample promotion report.

Terminations

Caesars New York will evaluate its termination practices to determine whether there are disparities on the basis of gender, race or ethnicity. Caesars New York will make decisions without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law. A sample termination summary report follows the promotions report.

Please see attachment X.B.2_A4 for more information on a sample termination report.

Action Oriented Programs

Caesars New York will develop and execute action-oriented programs designed to correct any problem areas that may exist. These programs will demonstrate Caesars New York's good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results. Caesars New York will analyze all positions and

prepare written descriptions to accurately reflect position functions. Job descriptions will be reviewed to determine the knowledge, skills, abilities, and other requirements necessary for the adequate performance of every job. Specifications will continue to be consistent for the same job title in all organizational units and will not contain any requirements that would result in discrimination on the basis of race, color, religion, sex, age, disability, veteran status, national origin, or other characteristic protected by law. Caesars New York will contact sources of recruitment (e.g., State Employment) and advise them that under the program it is specifically seeking to employ minorities and/or women for job openings.

Internal Audit and Reporting System

Caesars New York will develop and implement an auditing system that periodically measures the effectiveness of its program. The Outreach Officer will monitor records of applicant flow, referrals, placements, rejected offers, training, transfers, promotions, and terminations to ensure that Caesars New York's non-discriminatory policy is carried out. Caesars New York recognizes its responsibility and is committed to comply with all government regulations and laws pertaining to equal employment opportunity. The Outreach Officer will generate internal reports on a regular basis to evaluate the degree to which equal employment opportunity and organizational objectives are being attained, and will periodically report to appropriate top management on the effectiveness of the program.

Employment of Disabled Individuals and Protected Veterans

Responsibility for Implementation

Caesars New York will undertake a program to attract, employ, and advance in employment individuals with disabilities and protected veterans. It will assign primary management responsibility and accountability for ensuring compliance with the program to the Outreach Officer. The Outreach Officer will have the authority, resources, support of and access to top management necessary to ensure the effective implementation of the program. Management will actively support the program and provide assistance whenever it is needed, making managers and supervisors aware of the program and requesting their cooperation and assistance.

Review of Personnel Processes

Caesars New York will review its personnel procedures to determine whether they ensure the careful, thorough, and systematic consideration of the job qualifications of employees or applicants with known disabilities or protected veterans for jobs filled either through vacancy or promotion and for educational or training opportunities. Caesars New York will ensure that the personnel processes facilitate the implementation of the program.

Vacancies will be advertised and applications will be accepted from any interested person. Caesars New York's employment application, the careers section of its website, and all advertisements will include a non- discrimination statement to further assure applicants of Caesars New York's policy of equal employment. All non-executive positions not expected to be filled from within will be referred to the appropriate State employment service delivery

system.

The disability or protected veteran status of any otherwise qualified individual who applies for any vacancy, promotion, transfer, or training opportunity will not be a factor in these employment decisions. Thus, Caesars New York will ensure that applicants and employees with disabilities or protected veterans who meet job qualifications have equal access to its personnel process, including those implemented through information and communication technologies, and will provide reasonable accommodations to ensure that applicants and employees with disabilities or protected veterans receive equal opportunity in the operation of personnel processes.

Review of Physical and Mental Job Requirements

Caesars New York will review physical and mental job qualification requirements as job qualification requirements are established or revised to ensure that qualification requirements do not screen out qualified individuals with disabilities or qualified protected veterans for reasons that are not job related or consistent with business necessity and the safe performance of the essential functions of the job.

Internal Communication Procedure

Caesars New York will develop an internal communication procedure whereby all employees, including individuals with disabilities and protected veterans, can raise issues or claims that may arise during the course of their employment. General communications procedures will encourage any and all employees, including those with disabilities, to discuss such issues or claims. All matters brought to the attention of the Outreach Officer will be confidentially addressed.

Harassment

Caesars New York will develop and implement policies and procedures to ensure that employees who are individuals with disabilities or protected veterans are not harassed because of their disability or veteran status.

Training

Caesars New York will train personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes to ensure that the commitments in Caesars New York's programs are implemented.

Internal Dissemination of Policy

Caesars New York recognizes that, however strong its outreach program, internal support from employees is necessary to ensure maximum effectiveness of its program. So that these employees' awareness of the needs of individuals with disabilities or protected veterans can be increased and employee participation in the policy can be increased, Caesars New York will utilize procedures to maximize the internal implementation and dissemination of its Equal Employment Opportunity policy, including posting the policy for all employees and applicants to be notified.

Outreach, Positive Recruitment and External Dissemination of Policy

Caesars New York will review its employment practices to determine whether its personnel programs are designed to effectively recruit and advance in employment-qualified individuals with disabilities and protected veterans. Caesars New York will engage in outreach, positive recruitment, and external dissemination programs, including notifying recruiting sources, state employment services, and community agencies of its intention to recruit qualified individuals with disabilities and protected veterans.

Development and Execution of Action Oriented Programs

Caesars New York will develop and execute action-oriented programs designed to correct any problem areas that may exist. These programs will demonstrate our good faith efforts to expand employment opportunities for individuals with disabilities and protected veterans and to produce measurable results. These efforts will include reviewing job descriptions periodically to confirm the knowledge, skills, abilities, and other requirements necessary for the adequate performance of the job. Specifications will continue to be consistent for the same job title and will not contain any requirements that would result in discrimination on the basis of a physical or mental disability, and/or protected veteran status, or other characteristic protected by law.

Monitoring and Reporting Systems

It will be the responsibility of Caesars New York's Outreach Officer to monitor all employment and personnel practices to ensure compliance with applicable regulations and adherence to Caesars New York's Statement of Policy, to report specific problems to the appropriate management personnel, and to measure the effectiveness of its program.

Caesars New York's audit and reporting system will be designed to measure the effectiveness of the programs, identify any need for remedial action, determine the degree to which Caesars New York's objectives are being attained, and that all records concerning applicants who are individuals with disabilities or protected veterans are maintained for as long as legally required.

While the Affirmative Action Plan addresses ACE Requirements, you will note that our efforts in the exhibits in this section X.B. exceed those requirements.

Attachments:

X.B.2_A1 Letter from CEO

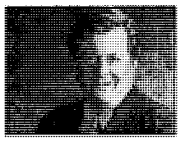
X.B.2_A2 Sample Corporation Job Group Analysis

X.B.2_A3 Availability Statistics for Minorities in New York

X.B.2_A4 New Hire Summary

Attachment X.B.2_A1

Diversity



A Letter from our CEO

To Our Guests, Employees and Members of Our Communities:

Caesars Entertainment family of companies and its employees are proud to be active members of the communities in which we do business. *Building Communities the Caesars Way* is the blueprint of our commitment to support and invest in those communities:

We hire, retain and develop the best employees so that we may provide our guests with the unsurpassed customer service that is the foundation of Caesars success. We actively search for a diverse pool of candidates to provide us with the depth of talent, skill and potential to meet our goals. We provide mentoring, development and tuition reimbursement programs to ensure that everyone has the opportunity to build the best career possible.

We share our financial success with our communities by donating one percent of our profits to civic and charitable causes. Specific portions of that donation are dedicated to supporting minority causes, providing our senior citizens with a helping hand, and supporting other local community interests. Our employees also give back to the community by volunteering countless hours of service.

We work closely with our suppliers, contractors and other vendors, including certified minority-owned, women-owned, disabled and disadvantaged business enterprises, to provide us with goods and services. We mentor disadvantaged businesses to help them further develop into successful enterprises.

Building Communities the Caesars Way is derived from our Code of Commitment – our public pledge to our guests, employees and communities that we will honor the trust they have placed in us. We do so by investing in our communities – by offering employees a great place to work, sharing our success through charitable giving and promoting supplier diversity. Through our ongoing efforts, we continue to help make our communities the best possible places to live and work.

Caesars welcomes those that are of legal casino gambling age to our website.

Attachment X.B.2_A2

Sample Corporation

Job Group Analysis

1A Executive Management EEO Code: 1.1

Job Code & Title		Min	Fem
GMT000 – General Operations Manager	#	0	1
1 Employee	%	0.00	100.00
LGL000 – SVP Legal	#	0	0
1 Employee	%	0.00	0.00
FNC000 - SVP Finance	#	0	0
1 Employee	%	0.00	0.00
ENG105 - Chief Technical Officer	#	0	0
1 Employee	%	0.00	0.00
EPR510 - SVP Regulations	#	0	0
1 Employee	%	0.00	0.00
GMT010 - SVP Division Executive	#	0	0
2 Employees	%	0.00	0.00
HRM000 - SVP Human Resources	#	[illegible]	1
1 Employee	%	[illegible].00	[illegible]00.00
GMT008 - SVP Gaming	#	0	0
1 Employee	%	[illegible]	0.00
FNC100 - VP Controller	#	0	0
1 Employee	%	0.00	0.00
EPR205 - VP Gov't Relations	#	0	0
1 Employee	%	0.00	0.00
FNC500 - VP Treasurer	#	1	1
1 Employee	%	100.00	100.00
EPR105 - VP Communications	#	0	1
1 Employee	%	0.00	100.00
GMT115 – VP Compliance	#	1	1
3 Employees	%	33.33	33.33
SLS002 - VP Marketing	#	0	1
1 Employee	%	0.00	100.00

SAMPLE

Attachment X.B.2_A3

Availability Statistics for Minorities in New York-Northern New Jersey-Long Island, NY-NJ-PA MSA and Orange County, NY
American Community Survey EEO Tabulation 2006-2010 (5-year ACS data)

Census Code	SOC Title	New York MSA (%)	Orange Cty, NY (%)
0020	General and Operations Managers	28.20%	13.70%
0120	Financial Managers	33.60%	22.50%
0136	Human Resources Managers	38.00%	45.30%
0310	Food Service Managers	43.70%	21.30%
0330	Gaming Managers	38.40%	0.00%
0340	Lodging Managers	42.30%	28.50%
0650	Training and Development Specialists	41.10%	36.80%
3730	First-Line Supervisors of Protective Service Workers, All Other	46.20%	22.00%
3930	Gaming Surveillance Officers and Gaming Investigators	72.50%	37.60%
4010	First-Line Supervisors of Food Preparation and Serving Workers	52.50%	36.00%
4030	Food Preparation Workers	73.40%	46.60%
4040	Bartenders	34.70%	33.30%
4050	Combined Food Preparation and Serving Workers, Including Fast Food	57.70%	46.80%
4110	Waiters and Waitresses	51.60%	25.90%
4120	Food Servers	69.70%	58.20%
4130	Food Preparation and Serving Related Workers, All Other	71.90%	37.70%
4220	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	72.10%	50.10%
4300	Gaming Supervisors	35.00%	0.00%
4400	Gaming Dealers	46.70%	0.00%
4720	Gaming Change Persons and Booth Cashiers	65.20%	36.00%
5120	Bookkeeping, Accounting, and Auditing Clerks	37.00%	15.50%
5130	Gaming Cage Workers	64.30%	0.00%
5140	Payroll and Timekeeping Clerks	48.10%	28.80%
5150	Procurement Clerks	43.40%	0.00%
5360	Human Resources Assistants, Except Payroll and Timekeeping	49.60%	0.00%
5400	Receptionists and Information Clerks	46.60%	35.00%
5700	Executive Secretaries and Executive Administrative Assistants	37.70%	22.20%
5860	Office Clerks, General	52.10%	33.40%
7350	Maintenance Workers, Machinery	39.50%	0.00%
9350	Parking Lot Attendants	82.00%	100.00%

Availability Statistics for Females in New York-Northern New Jersey-Long Island, NY-NJ-PA MSA and Orange County, NY
American Community Survey EEO Tabulation 2006-2010 (5-year ACS data)

Census Code	SOC Title	New York, MSA (%)	Orange Cty, NY (%)
0020	General and Operations Managers	30.8%	28.9%
0120	Financial Managers	44.1%	53.4%
0136	Human Resources Managers	60.9%	34.4%
0310	Food Service Managers	32.3%	36.6%
0330	Gaming Managers	48.0%	0.0%
0340	Lodging Managers	45.2%	61.9%
0650	Training and Development Specialists	60.3%	21.1%
3730	First-Line Supervisors of Protective Service Workers, All Other	21.4%	2.5%
3930	Gaming Surveillance Officers and Gaming Investigators	20.5%	23.5%
4010	First-Line Supervisors of Food Preparation and Serving Workers	44.2%	39.5%
4030	Food Preparation Workers	41.6%	39.9%
4040	Bartenders	47.8%	44.0%
4050	Combined Food Preparation and Serving Workers, Including Fast Food	41.1%	31.9%
4110	Waiters and Waitresses	56.8%	79.2%
4120	Food Servers	55.7%	65.1%
4130	Food Preparation and Serving Related Workers, All Other	32.0%	57.4%
4220	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	25.8%	28.1%
4300	Gaming Supervisors	45.6%	50.0%
4400	Gaming Dealers	51.2%	0.0%
4720	Gaming Change Persons and Booth Cashiers	68.0%	74.6%
5120	Bookkeeping, Accounting, and Auditing Clerks	82.5%	92.0%
5130	Gaming Cage Workers	87.5%	100.0%
5140	Payroll and Timekeeping Clerks	85.2%	98.2%
5150	Procurement Clerks	70.5%	100.0%
5360	Human Resources Assistants, Except Payroll and Timekeeping	80.5%	100.0%
5400	Receptionists and Information Clerks	89.8%	95.6%
5700	Executive Secretaries and Executive Administrative Assistants	94.8%	96.4%
5860	Office Clerks, General	75.1%	76.9%
7350	Maintenance Workers, Machinery	4.5%	0.0%
9350	Parking Lot Attendants	4.9%	0.0%

Attachment X.B.2_A4

Sample Corporation

Goal Attainment

1A	Executive Management				
	Total	Min		Fem	
Goal				27.84	
New Hire	3			2	66.67
Promotion	1			1	100.00
Total Opps	4			3	75.00
Achieved? *				YES	

1B	Mid Level Management				
	Total	Min		Fem	
Goal				33.48	
New Hire	4			1	25.00
Promotion	3			0	0.00
Total Opps	7			1	14.29
Achieved? *				NO	

2A	Senior Level Professionals				
	Total	Min		Fem	
Goal		17.07		34.92	
New Hire	11	2	18.18	0	0.00
Promotion	3	0	0.00	0	0.00
Total Opps	14	2	14.29	0	0.00
Achieved? *		YES		NO	

SAMPLE

Sample Corporation

New Hire Summary

For Period: 1/1/2013 to 12/31/2013

		Total	Min	Fem								
1A - Executive Management		3	1	2								
1B - Mid Level Management		4	1	1								
1C - First Level Managers		3	0	1								
2A - Senior Level Professionals		11	2	0								
2B - Mid Level Professionals		11	1	2								
2C - Entry Level Professionals		15	7	9								
3A - Technicians		1	0	0								
4A - Sales Workers		5	0	0								
5A - Senior Level Clerical		14	5	3								
5B - Entry Level Clerical		6	2	6								
Totals	#	73	19	34								
	%		26.03	46.58								

SAMPLE

Sample Corporation

Promotion Summary
For Period: 1/1/2013 to 12/31/2013

		Total	Min	Fem								
1B - Mid Level Management		1	0	0								
1C - First Level Managers		3	0	0								
2A - Senior Level Professionals		3	2	1								
2B - Mid Level Professionals		7	1	4								
2C - Entry Level Professionals		11	1	8								
3A - Technicians		1	0	0								
4A - Sales Workers		2	0	1								
5A - Senior Level Clerical		5	0	5								
Totals	#	33	4	19								
	%		12.12	57.58								

SAMPLE

Sample Corporation

Termination Summary
For Period: 1/1/2013 to 12/31/2013

		Total	Min	Fem								
1A - Executive Management		4	0	1								
1B - Mid Level Management		6	2	0								
1C - First Level Managers		3	0	0								
2A - Senior Level Professionals		4	1	0								
2B - Mid Level Professionals		8	2	6								
2C - Entry Level Professionals		12	2	6								
3A - Technicians		1	0	0								
4A - Sales Workers		2	0	1								
5A - Senior Level Clerical		10	4	0								
5B - Entry Level Clerical		4	1	1								
Totals	#	54	12	28								
	%		22.22	1.85								

SAMPLE

Job Opportunities and Training for Unemployed

Caesars supports at all levels of the organization the continuous need to grow and develop its talent through job opportunities and trainings. As Caesars has done in recently opened other markets like Cleveland, Cincinnati, and presently doing in Baltimore, it will engage in a city-integrated approach to recruitment and training of its employee base. Caesars New York will create community partnerships with a diverse group of organizations and entities to support employment, placement, and development goals for its employee base; it will create a consistent and inclusive voice to jobseekers (unemployed and underemployed) regarding employment requirements, professional etiquette and professional culture; it will partner with diverse community/educational organizations to share best practices and provide resources; it will partner with the local community (universities, colleges, trade schools, placement organizations, etc.) to mentor and develop potential employees for the resort. For example, we are currently in discussions with SUNY Orange regarding the creation of potential vocational training programs.

Caesars' goal is to move every employee beyond basic skills, helping them acquire transferable knowledge that brings new opportunities for career growth at both the resort and throughout the Caesars' enterprise. Unlike most industries that come into a new market, Caesars is not looking for pre-existing technical knowledge and skills. Our opportunities are so exciting because we look and hire for "attitude" and then train for "aptitude." This means that we look for outgoing candidates that enjoy and have the capacity to engage and delight our customers. This is considered the core competence and then after we train them for any technical job aspects. This approach greatly increases the opportunity for both the underemployed and unemployed at a Caesars property. Examples of employee feedback Caesars has received includes:

Today was day one of orientation, I never thought I'd say orientation could be as much fun as it was. And that I learned a lot about Caesars. #greatcompanytoworkfor – Employee New Hire

Great work environment! Lots of awesome information and had so much fun. Thank you so much! – Employee New Hire

"I enjoyed everything, from the five-star treatment to the speakers and the job shadowing experience!" - CCSD Teacher

"From reuniting with former team members who work at Paris, to learning about the current products/services, challenges and trends, I was enlightened and inspired. There are several things that I have already incorporated in to the classroom with my students. I am inspired to "entertain my best" in the classroom." – CCSD Teacher

"Thank you very much for the Citizenship Reward, it will be warmly received with the rest of my family this holiday season." – Citizenship Rewards Recipient

"Thanks to you Linda and all people from Training Center! I am so happy because I am chosen and got Citizenship. Thank you so much." – Citizenship Rewards Recipient

Programs detailed in the following sections reflect the training and educational opportunities that we intend to offer. All employees will have the chance to grow their careers, improve and broaden their skill sets, and explore expanded career opportunities. Programs are administered by our in-house Human Resources Department and every employee will have the opportunity to participate as appropriate.

New Employee Training Programs

Welcome to the Empire: Entertaining Our Best

A two-and-a-half day program for all newly hired employees, which introduces Caesars' four entertainment principles: Live the Brand, Show Integrity, Delight the Customer and Entertain Your Best. Employees learn about the company's Code of Commitment (The Code), its mission, vision, and values, brand and service standards, and more. The program also introduces new employees to the company's core values and operations, including the commitment to Responsible Gaming and the positive impact of diversity and Inclusion.

Managing the Empire: New Leader Onboarding

A two-and-a-half hour online course supplemented by one-on-one and department-oriented training, to provide newly hired supervisors and managers specific guidance on internal service quality, employee satisfaction, retention, productivity and external service value. Specifics around diversity and inclusion are key in this program including cognitive diversity and inclusion protocols. This course helps employees understand leadership roles and expectations and gives them leadership tools to build an environment where everyone can "Entertain Their Best."

Leading the Empire: Legendary Leadership Essentials

A unique two-and-a-half day workshop that offers on-the-job learning, a 360° survey, and cognitive diversity assessment with inclusion protocols, this program teaches newly hired director-level and above employees the essentials of leadership, enhancing their abilities to build strong relationships within their teams, and to manage across the huge diversity of functions and structures within the organization to improve employee engagement and drive business performance.

Service Recovery Training

A two-hour workshop that offers tips and techniques for handling challenging guest situations, this program is designed for newly hired frontline employees and supervisors. It focuses on creating and embracing themes of welcome, empathy and grace during conflicts with guests.

Preventing Workplace Harassment

This two-hour online course is required for all employees and includes exercises that explore definitions and examples of workplace harassment. This course enhances our employees' ability to both individually recognize and manage situations that might lead to a lack of full inclusion in keeping with our mission, vision, and values.

Operations Specific Training Programs

Alcohol Service Training

This training focuses on responsible alcohol service basics and sets forth the criteria for alcohol service certification.

Systems Training

Specific training on the excellent systems and tools provided for roles in casino marketing, casino operations, food and beverage, and hotel management. This includes specific training on Caesars' proprietary systems, such as HRIS, CMS, PRISM, I-APP, Beverage on Demand, Cognos Marketing Tools and Database Marketing 101.

Experience with Hiring Unemployed

Caesars operates 53 properties and employs more than 70,000 people with over 75% of them in full-time positions with benefits. In every area where it does business, Caesars operates under a code of commitment to the community. Its commitment to community is to make it a vibrant place to live and work. Through the last 10 years, the approach to hiring in all new markets where it has launched/acquired properties has been consistent with its code. Local hiring is the backbone of team building, from executive-level management to entry-level jobs. The Caesars New York project team will utilize a broad-spectrum of recruiting strategies to fill a wide variety of positions with varying levels of experience and skill. Positions generally fall into functional job categories: accounting, finance, human resources, marketing, gaming, food and beverage, guest services, security, surveillance, facilities and engineering, retail and valet.

Caesars has in-depth experience in high-volume sourcing, screening and effective hiring of a diverse employee base. In most business years, the company receives and processes more than 575,000 applications and hires, on average, between 12,000 and 14,000 employees. The company has proven processes and methodologies to recruit and hire both the underemployed and unemployed for ongoing operations, as well as for new and expanded projects. In the past 10 years, Caesars recruited and hired a significant number of diverse and talented employees in various markets driving down unemployment wherever it does business: 2,400 in the city of New Orleans; in Las Vegas 2,600 at Planet Hollywood Resort and Casino and 1,000 at The Cromwell, Las Vegas Strips newest and very first boutique casino hotel; 3,600 employees for the new and expanded operations in Cincinnati and Cleveland, Ohio; and in August of this year, the Caesars' Horseshoe Casino Baltimore will open its doors with 1,700 employees.

Caesars New York will use a variety of sourcing methods and tools to build a large, diverse and inclusive pipeline of potential employees. The team will consult both local community partners and vendors to help identify candidates and use online, print and in-person open session community outreach events at various satellite locations.

Sourcing efforts will include:

- Caesars Career site at www.caesarsjob.com
- Job Fairs
- Local colleges and universities
- Local trade schools
- Regional culinary schools
- Local print newspapers and regional magazines
- Gaming and hospitality industry publications
- Online career and job sites
  - www.Indeed.com
  - www.Careerbuilder.com
  - www.netshare.com

- www.theladders.com
- www.aboutjobs.com
- www.job.trovit.com
- www.gradspring.com
- www.americasjobexchange.com
- www.vetjobs.com
- www.simplyhired.com
- www.oodle.com
- www.jobs.com
- www.juju.com

- Social Networking sites
  - www.LinkedIn.com
  - www.Facebook.com
  - www.Twitter.com

- Targeted contingency and retained search agreements with select agencies will be used for the more senior management and executive-level positions.

These proven sources and approaches help to ensure that Caesars recruits and hires a diverse workforce from both local and regional talent. Caesars' recruiting and attraction efforts have been lauded in the various new markets where we do business. Unlike most new industries, Caesars does not enter a new market requiring a pre-existing knowledge and skill set and this approach allows the company to offer opportunity to both the unemployed and the underemployed. Caesars hires for attitude and trains for aptitude - it looks for candidates that have the propensity and mindset to fully and energetically engage with customers. When candidates are identified that exhibit the appropriate attitude, they are trained in the Caesars approach to excellent customer service and any other technical elements to the job for which they have been chosen. This approach increases positive impacts on both the unemployed and underemployed talent in a new gaming community.

Organized Labor Contracts

Caesars New York has entered into a Labor Peace Agreement ("LPA"), copy attached, with the New York Hotel & Motel Trades Council, AFL-CIO ("Union") that complies in full with New York State gaming legislation and applicable regulations regarding a framework for ensuring labor harmony during the operation of the subject gaming facility. Specifically, the LPA details the procedure for the Union to engage in organizing efforts designed to encourage Caesars' employees to obtain union representation. This includes Caesars' agreement not to oppose the Union's organizing effort and to provide it with reasonable access rights to the gaming facility so that it may communicate directly with Caesars' employees.

Upon proof of majority status as evidenced by union authorization cards, Caesars agrees to recognize the Union voluntarily, without the need for a formal election, as the representative of the employees included in the mutually agreed-upon bargaining unit. At that point, the parties are obligated to bargain in good faith towards formulation of a collective bargaining agreement, which will establish collectively bargained wages and benefits for all bargaining unit employees.

During this process, the Union is prohibited from engaging in any work stoppages, picketing or other work disruption and Caesars is barred from any lockouts of employees. The Applicant estimates that approximately 3,000 permanent employees will be hired to operate the gaming facility.

Under any collective bargaining agreement between Caesars and the Union covering casino and hotel facilities employees, there will be a grievance and arbitration procedure and a comprehensive no-strike provision in place. These provisions, which Caesars' related unionized casino properties have throughout the United States, ensure labor harmony by requiring the parties to submit all disputes to the grievance process and by prohibiting work stoppages during the term of the collective bargaining agreement. Caesars is part of a family of casino/hotel properties that have enjoyed long term positive and mutually beneficial relationships with many labor organizations, including local unions and the International affiliated with the Union here.

In addition, Caesars has entered into a Memorandum of Understanding ("MOU") with the Hudson Valley Building and Trades Council (the "Council") that complies in all respects with the applicable legal requirements governing labor harmony during the construction phase of the gaming facility. The MOU specifies that all construction work, within the scope of the MOU's coverage, on the casino development shall be performed pursuant to a project labor agreement ("PLA") local collective bargaining agreements. Caesars' recently finalized a PLA with the Council and local building trades locals. This PLA along with the local union collective bargaining agreements establish terms and conditions of employment for covered employees performing work on the construction project. They also include comprehensive no strike and lockout provisions as well as a grievance arbitration procedure, ensuring labor peace during the entire construction phase. Caesars estimates that approximately 1500 workers will be utilized during the construction phase.

As a result of the LPA with the New York Hotel & Motel Trades Council, AFL-CIO and the MOU with the Hudson Valley Building and Trades Council, the Applicant states that it has the support of organized labor with respect to its application.

Moreover, it is important to emphasize that Caesars does not anticipate any significant resistance from local unions to its proposal, given the estimated $880 million investment in the community and significant positive economic impact. For more information, please see the attachments to this question, as well as Exhibit VIII.B.4 and Exhibit VIII.B.7.a.

Attachments:

X.B.5_A1 Labor Peace Agreement

X.B.5_A2 MOU Hudson Valley Building and Trades Council

X.B.5_A3 Project Labor Agreement

Attachment X.B.5_A1

AGREEMENT

AGREEMENT made this ___ day of May, 2014 by and between the New York Hotel & Motel Trades Council, AFL-CIO ("Union") and Caesars Entertainment Operating Company and any affiliated or related entity, on its own behalf and on behalf of any current or future owner, of the Project and employer of Employees, defined below, as well as their respective successors or assigns of the below described project (collectively "Employer").[1] This Agreement shall be limited in its application to any development undertaken by the Employer that includes a gaming casino, operated pursuant to a license issued by the New York State Gaming Authority, in the state of New York.

WHEREAS, Employer may undertake a development project, which may include gaming facilities and may also include food & beverage, hotel, and related amenities and facilities in the State of New York ("Project");

WHEREAS, the parties wish to ensure that employees in the below described bargaining unit(s) have the opportunity to express their desire whether or not to be represented for purposes of collective bargaining in an atmosphere free from intimidation, restraint, coercion or discrimination; and

WHEREAS, the parties wish to resolve any disputes related to any organizing drive and representational issues amicably, without resort to litigation or proceedings before the National Labor Relations Board ("NLRB"), Courts, or other governmental agency; and

WHEREAS, the parties have exchanged good and valuable consideration the receipt of which is hereby acknowledged.

NOW THEREFORE, the parties agree as follows:

---

[1] The term "Employer" shall also include, but not be limited to, any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls any Employer or is substantially under the control of: (a) any Employer entity; (b) one or more principal(s) of any Employer entity; or (c) a subsidiary or parent of the Employer entity. The term "substantially controls" and "is substantially under the control of" as it pertains to Apollo Global Management, LLC and TPG Capital L.P. and each of their respective principals, parents, subsidiaries and affiliates including, without limitation, funds managed by it or its affiliates and the entities in which any of them invest, but excluding Caesars Entertainment Company, Caesars Entertainment Operating Company and Caesars Growth Partners and their respective subsidiaries (the "Sponsors") applies only if the Sponsors own in the aggregate a 5% or more equity interest in the Employer or Project at the time of Project development in the State of New York. In such case, the Sponsors agree that they will develop the Project through a Caesars Entertainment related entity in accord with the terms of this Agreement. In the event of any alleged breach of this footnote, the Parties agree that such dispute will be subject to the dispute resolution procedure in Paragraph 19, below.

Employer also agrees to ensure that any current or future operator, manager, concessionaire or subcontractor at the project employing Employees, defined below, will abide by and be bound by this Agreement at the project, defined below. Accordingly, as used in the body of this Agreement, the term "Employer" shall also include any such entity.

1. The bargaining unit(s) shall include all full and part-time employees at the project in the classifications or departments listed in Exhibit A, or any other departments or classifications performing similar work under another name, or any combination thereof sought by the Union ("Bargaining Unit"). The Bargaining Unit shall not include those employees specifically excluded in Exhibit A. The Bargaining Unit employees shall be referred to as "Employees".

2. The parties acknowledge and agree that the Bargaining Unit(s) described herein constitute an appropriate unit.

3. The parties mutually recognize that the National Labor Relations Act ("NLRA") guarantees employees the right to form or select any labor organization to act as their exclusive representative for purposes of collective bargaining with their employer, or to refrain from such activity. Both the Union and Employer agree to respect the NLRA Section 7 rights of employees and neither party shall, or be required to, act in contravention of those rights.

4. Prior to the start of initial hiring, the Employer shall notify the Union of its intent to hire and the positions that it seeks to fill and the qualifications therefore. The Union may furnish applicants for the job vacancies specified by the Employer. The Union's selection of applicants for referral shall be on a non-discriminatory basis and shall not be based upon or in any way affected by membership in the Union or the Union's bylaws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership policies or requirements, or upon personal characteristics of an applicant where discrimination based upon such characteristics is prohibited by law. Any interest demonstrated by an applicant in joining the Union shall not constitute grounds for discriminatory or disparate treatment nor adversely impact the applicant's ability to be hired by the Employer. The Employer shall be the sole judge of an applicant's suitability, competence and qualifications to perform the work of any job to be filled and shall not be precluded from interviewing or hiring applicants from any other source.

5. During organizing activity the Union shall not cause any disruption of work by the Employees or of operations, nor shall it cause or encourage any other entity to cause any picketing, strikes, slow downs, boycotts, demonstrations, rallies, handbilling, corporate campaigns, or other work stoppages at the Project or at any other Employer facility to the extent the activity arose exclusively as a result of a dispute at the Project and the Employer shall not lock out employees at the Project. Nothing herein shall prohibit the Union from taking any action against any Employer at any location other than the Project which arises as the result of a dispute with such Employer at any location other than the Project. This paragraph shall not apply to the adversely affected party in the event the other party fails to abide by any an award or decision of the Arbitrator within three (3) business days after issuance. This paragraph shall not apply to the Union in the event the Employer recognizes any other labor organization as the representative of any Employees.

6. The Employer specifically agrees that its supervisory employees, its agents and/or representatives will not act or make any statement that will directly or indirectly imply the Employer's opinion as to whether or not the employees should unionize or support any union or as to the reputation of any union or any of its officers. The Union and its representatives will not coerce or threaten any Employee in an effort to obtain authorization cards.

7. The Union will begin its organization of the employees at any time upon notice to the Employer. The Union will be permitted to have its organizers or representatives enter the Project to meet with Employees during the Employees' non-working times (for example, before work, after work, and during shift changes, meals and breaks) in non-public areas of the Project (for example, meal rooms and locker room) and/or during such other periods and locations as the parties may mutually agree upon in writing. The Union will comply with appropriate, non-discriminatory security and regulatory requirements applicable to all employees when accessing the Project, provided such requirements may not be used to unreasonably deny or delay access, and further agrees to meet and confer with the Employer immediately upon notice that its organizing activities are creating work disruptions or otherwise interfering with the facility's operations.

8. Within seven (7) days following receipt of the above described written notice of intent to organize Employees, the Employer will furnish the Union with a complete list of such Employees including both full and part-time Employees, showing their job classifications and departments, work schedules, wage rates, benefits, and the home addresses and telephone numbers of all Employees. Thereafter, the Employer will promptly provide updated lists, upon request, to the Union for the duration of the organizing drive.

9. The Arbitrator shall conduct card counts to determine whether the Union has obtained valid cards from a majority of the Employees in the Bargaining Unit(s) designating the Union as their representative for purposes of collective bargaining ("Cards") and to certify the results of such card count in accordance with the procedure set forth herein.

10. At any time after the commencement date of the Union 's organizing effort, the Union may request that a card count be conducted by the Arbitrator. The Union shall initiate that process by advising the Employer in writing ("Notification Letter") that it represents a majority of the full-time and part-time employees employed by the Employer in the Bargaining Unit sought by it. The date of the Union's Notification Letter shall be the date ("Notification Date") used for purposes of determining the composition of the list of the names and the Employees to be furnished by the Employer to the Arbitrator.

11. At any time after the delivery of the Notification Letter by the Union to the Employer indicating its majority status, the Union shall notify the Arbitrator in writing that his services are requested for purposes of conducting a card count. The Union shall confirm to the Employer that the Arbitrator has retained jurisdiction of the card count proceeding. As soon as practicable thereafter, but in any event no later than seven (7)

days after the date of the Union's written card count request made to the Arbitrator, the Union shall furnish to the Arbitrator the Cards it has obtained from the Employees, and the Employer shall furnish the Arbitrator the list containing the names, job classifications and social security numbers of Employees employed as of the date of the Union's Notification Letter (with a copy to the Union) together with copies of official employment documents containing the signatures of each of the Employees (e.g. Forms 1-9, Form W4 or similar documents).

12. Within forty-eight (48) hours after his receipt of the documents described above, the Arbitrator shall conduct a card count by checking the Cards against the list of Employees and by comparing the Employees' names and signatures appearing on the Cards to the names and signatures appearing on the employment documents supplied to the Arbitrator by the Employer. At the conclusion of the card count, the Arbitrator shall inform the parties of the results of his count and shall certify in writing that either the Union has or has not been selected by a majority of eligible Employees as their collective bargaining representative. Both the Employer and the Union agree to abide by the determinations made by the Arbitrator regarding any challenges either to the validity of the Cards, the eligibility of Employees, the appropriateness of the unit and/or to the majority status of the Union.

13. If, after the conduct of the card count(s), the Union fails to be certified by the Arbitrator as the majority representative of the eligible Employees, this Agreement shall be deemed to continue in full force and effect, unless it is otherwise terminated in writing by mutual agreement of the parties.

14. If the Union is certified as the majority representative, the Employer must recognize the Union and the Employer and the Union will promptly and expeditiously commence negotiations at a mutually agreeable time and place, for a collective bargaining agreement. In the event the parties are unable to promptly reach an agreement following certification by the Arbitrator, the parties agree that the Arbitrator may act as an interest arbitrator and resolve any disputes regarding the terms of the collective bargaining agreement.

15. The arbitrator referred to herein shall be the Office of the Impartial Chairperson ("Arbitrator") established in the Industry Wide Collective Bargaining Agreement ("IWA") between the Union and Hotel Association of New York City, Inc., who shall be guided by the procedural rules of the IWA and the Office of the Impartial Chairperson to the extent consistent herewith. For purposes of interest arbitration only, the Arbitrator shall be selected from the Office of the Impartial Chairperson as follows: the parties shall alternately strike names of individual arbitrators who are Impartial Chairpersons, with the Union striking first. The remaining Impartial Chairperson shall be the interest arbitrator.

16. In any interest arbitration under this Agreement, the Arbitrator shall accept in total all provisions tentatively agreed to by the parties prior to the arbitration, and then shall consider the last, best and final offer of each party to the other at the conclusion of negotiations. Both parties may present testimony, evidence and argument as to the merits

of their respective last, best and final offer as to each of the outstanding issues. The Arbitrator's written decision shall be final and binding on the parties. The Arbitrator shall select the last, best and final offer of either the Employer or the Union with respect to all outstanding issues, i.e. "Major League Baseball" arbitration, and issue his written decision within thirty (30) days of the close of the hearing. In selecting between the parties' competing offers, the Arbitrator shall consider the entire context of the proposed collective bargaining agreement, including all provisions to which the parties had previously "tentatively agreed." In determining appropriate wage and benefit levels, the Arbitrator shall be guided by the following considerations: (i) size, type and location of the Employer's operations; (ii) the Employer's financial ability, but only to the extent that the Employer asserts an inability to pay the Union's last, best, and final wage and/or benefit offer; (iii) cost of living as it affects the Employer's employees; and (iv) ability of the employees, through the combination of wages, hours and benefits to earn a living wage to sustain themselves and their families and, (v) other relevant factors presented by the Parties .

17. Any costs incurred by the parties in instituting proceedings before the Arbitrator, or defending against same, shall be the responsibility of the respective party. Costs charged by the Arbitrator shall be shared and paid equally by the parties.

18. Any award or decision issued by the Arbitrator, written or otherwise, shall be final and binding upon the parties, and shall be enforceable in the United States District Court for the Southern District of New York.

19. All complaints, disputes or grievances arising between the parties hereto involving questions or interpretation or application of any clause of this Agreement or the matters discussed herein, or any acts, conduct or relations between the parties, directly or indirectly, which shall not have been adjusted by and between the parties involved shall be referred to the Arbitrator, and his/her decision shall be final and binding upon the parties hereto.

20. In addition to and without limiting any of the foregoing, the Employer and Union also agree that the Arbitrator shall be empowered to issue such remedial orders as are consistent with applicable NLRB standards or necessary to ensure the maintenance of the neutral environment and/or to penalize the Employer or the Union for violating their obligations hereunder or under the NLRA, including an order to bargain in accordance with applicable NLRB standards, or other injunctive relief, and/or monetary or punitive damages to either party.

21. With regard to this Agreement and any and all matters discussed herein, the parties knowingly and voluntarily waive the right to file any petitions, charges, objections, or complaints before any court or governmental agency, including, but not limited to, any petition, objection, or unfair labor practice charge before the Board, and agree that the Arbitrator shall be the exclusive forum in which to resolve any such dispute.

22. If any provision or portion of this Agreement is deemed invalid or unenforceable, it shall not affect the remainder of this Agreement and the parties shall promptly meet to negotiate substitute provisions, which effectuate the intent of the parties. Failing agreement the matter shall be submitted to the Arbitrator for final and binding resolution.

23. This Agreement shall be binding on the successor and assigns of the parties hereto, including, but not limited to, any concessionaire or subcontractor, or other entity which has or acquires an ownership, operational or management interest in the Project or to which the Employer sells, transfers, or assigns any right, title, or interest, in the Project ("Successor"). The parties acknowledge that failure to affirmatively bind any such Successor shall result in irreparable harm to the non-breaching party. The Employer shall cause any such Successor to execute a Successor & Assign Agreement identical to this Agreement prior to and as a condition of any transfer cognizable hereunder and provide a copy of such to the Union (replacing the corporate names in the preamble with the name of such Successor). Further, no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of any party hereto or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of any party hereto.

24. Unless mutually agreed to in writing by the parties, all terms of this Agreement, including, but not limited to, those relating to the provision of information, access and neutrality, shall continue uninterrupted until a collective bargaining agreement(s) covering all Employees employed by Employer is effective.

25. This Agreement shall be superseded by any collective bargaining agreement entered into between the Parties or issuance of an interest arbitration award applying to the Parties and covering the Employees identified in Exhibit A.

26. The parties hereto are fully authorized to enter into and execute this Agreement.

Agreed and Accepted:

Date: May ___, 2014

Union	Employer
Peter Ward	Name: JANIS L. JONES
President	Title: EXEC VP
Authorized to sign	Authorized to sign

EXHIBIT A

Included: Hotel, Conference Center, Restaurant, Bar, Banquet, VLT, Casino, Slot Attendants, Cashiers (including booth and cage), Hard and Soft Count Employees, Change Persons, Carousel Attendants, Dealers, Hosts, Guest Service and Players' Club Representatives, Housekeeping, Cleaners, Front Service, PBX, Front Desk, Engineering, Maintenance, Reservations, Banquets, Room Service, Kitchen, Stewarding, Food and Beverage, Bar, Dining Room, Employee Cafeteria, Laundry, Valet, Parking, Coat Check, Shipping and Receiving, Business Center, Audio Visual, Health Club, Spa, Minibar, Security, and Concierge.

Excluded: Statutory supervisors, managers, and confidential employees.

Attachment X.B.5_A2

MEMORANDUM OF UNDERSTANDING ("MOU")

Caesars Entertainment Operating Company, Inc., as developer and casino operator (the "Developer" or "CEOC"), and Flaum Management (the"Landlord") and the HUDSON VALLEY BUILDING AND CONSTRUCTION TRADES COUNCIL, (the "Council") (collectively, "the Parties") hereby agree as follows:

WHEREAS, the Developer, its affiliates and/or partners, intend to develop and construct a casino resort facility, including a hotel, etc. in Orange County, New York (the "Project") in an efficient, safe, and timely manner using skilled workers with a total investment of approximately $750 million, which sum is subject to the approval of the Developer's (or any of its applicable affiliate's) Board of Directors – (a substantial portion of which will be spent on construction);

WHEREAS, the Developer recognizes that the Council and its signatory contractors are a ready source for qualified workers who will be needed for the Project who have been trained in all aspects of the skills of the trade as well as in matters of safety: and

WHEREAS, the Council represents that it and its signatory contractors have a record of completing their work on projects of this nature in a professional, efficient and timely manner: Therefor:

1. The Developer shall cause its general contractor(s) contractors and subcontractors to execute and become party to a labor agreement that is in a form and substance that is mutually acceptable to the Developer and the Council. This agreement shall be a Project Labor Agreement or an agreement requiring all contractors to sign local CBA's including a guarantee of no strikes, pickets, etc., subject to the provisions set forth below. The Construction Manager shall be signatory to the Project Labor Agreement, but shall not be required to sign any local CBA's unless performing work covered by trades affiliated with the council in which time a job specific agreement will be signed.
2. The Developer hereby agrees that, with the exception of mutually agreed upon and discrete carve-outs, all construction work on the Project that falls within the jurisdiction of the Council shall be performed only by contractors or sub-contractors of whatever tier who are signatory to collective bargaining agreements with the Unions affiliated with the Council. The scope shall include all construction on the purchased or leased properties of the Developer located in Orange County, New York that concern the Project, including subsidiary properties affiliated with the Project that are located in Orange County, New York. If federal, state or local law or regulations preclude the parties from doing so, this MOU shall not apply to any Project related construction work pertaining to public infrastructure, e.g., public road improvement or expansion, water treatment facilities, etc., otherwise this MOU shall apply. Construction for the purpose of this MOU, shall include all clearing, site-work, demolition of any existing structures, road construction and entrances (unless precluded by New York State Laws), off-site parking, environmental work, utility infrastructure work (unless precluded by New York State Laws), all building construction, all deliveries of asphalt, concrete, fill, granular materials and removal of all

construction debris and other activities which may be set forth in the PLA. Any off site manufacturing or assembly work covered under local CBA's shall be included. The Project Labor Agreement shall include language to address craft labor and sub-contractor shortages.

3. This MOU and the PLA shall apply solely to work performed on the Project or off-site work covered specifically in local CBA's or the PLA, and it shall have no application to any other project of the Developer or its affiliates, or to the work of the general contractor or any other contractor on any other project.
4. This MOU and any PLA shall cover successors and assigns of the Developer.
5. The PLA shall also address, to the mutual satisfaction of the Developer and the Council, all construction work associated with future renovations and expansion of the Project, after initial construction is complete.
6. The parties agree to address post-construction maintenance work by separate agreement. If pre-hire agreements are not allowable by law or statute the parties to this agreement will allow the Council and affiliated locals all of the same rights and organizing opportunities given to other labor organizations for the purpose of union representation, including but not limited to any agreements between the parties.
7. The PLA or Labor Agreement may contain language that incorporates and establishes apprentice training or training programs which shall benefit and create construction work opportunities for veterans, minorities and females in the Hudson Valley.

CEOC

By: _____
Name: Greg Minor
Title: EVP
Date: 5/20/14

HUDSON VALLEY BUILDING & CONSTRUCTION TRADES COUNCIL

By: _____
Name: L. Todd Diorio
Title: President
Date: 5/22/14

FLAUM MANAGEMENT

By: _____
Name: _____
Title: _____
Date: _____

Attachment X.B.5_A3

451A Little Britain Road
Newburgh, NY 12550

Phone (845)565-2737
Fax (845)565-3099

L.Todd Diorio *Laborers Local 17* President
James Malcolm *Carpenters Local 279* Vice President
Tony Speziale *I.U.P.A.T. D.C.9* Vice President
Sam Fratto *IBEW Local 363* Vice President
Bob Ambrosetti *Plumbers and Steamfitters Local 373* Treasurer
Mike Gaydos *Ironworkers Local 417* Recording Secretary

June 26, 2014

Mr. Michael Salzman
Caesar's Entertainment

FAX: (702) 888-0214
EMAIL: MSALZMAN@CAESARS.COM

In the essence of time, without marking up this Agreement, attached is a copy of the signed PLA for the Woodbury Casino Project.

If Woodbury Casino, LLC is awarded a license for the project, it has been agreed that parties to this Agreement will finalize the following with the Building Trades and respective crafts.

We believe the following sentences in Schedule B should read as follows:

Schedule B, Letter C: For the purpose of this paragraph the terms furnishings, fixtures and equipment are developer/operator/owner/tenant or affiliate supplied items which may or may not be contracted as part of bid packages issued under general contractors' contracts with developer/operator/owner/tenants or others.

Schedule B, Letter D: The parties agree to discuss the installation of slot machines themselves (beyond the bases only) at a later date.

Schedule B, Letter E: (The specific duties of artisans and the percentage of artisans that shall work on the project shall be discussed further prior to start of the project).

We will also clarify exact included and excluded work scope in reference to IBEW 363 before project start.

Boilermakers Local 5 • Bricklayers Local 5 • Tile, Marble, & Terrazzo BAC Local 7 • Roofers Local 8 • Painters DC 9
Operating Engineers Local 15D • Laborers' Local 17 • Plumbers & Steamfitters Local 21 • Operating Engineers Local 30
Sheet Metal Workers Local 38 • Asbestos, Heat & Frost Local 40 • Asbestos Workers Local 91 • Operating Engineers Local 137
Sheet Metal Workers Local 137 • Elevator Constructors Local 138 • Upstate New York Operating Engineers Local 158
Laborers' Local 235 • O.P. & C.M.I.A. Local 262 • N.E. Carpenters Local 279 • IBEW Local 363
Plumbers & Steamfitters Local 373 • Ironworkers Local 417 • Teamsters Local 445 • Road Sprinkler Fitters Local 669
Millwrights Local 740 • United Cement Masons Union Local 780 • Operating Engineers Local 825
Millwrights Local 1163 • Resilient Floor Coverers Local 2287

It's been my pleasure working with everyone affiliated with Woodbury Casinos, LLC. Good luck with your submittal.

As per your request, attached you will find the Letter of Support

Sincerely,

L. Todd Diorio
President
Hudson Valley Building and Construction Trades Council

PROJECT LABOR AGREEMENT

FOR

CONSTRUCTION RELATED TO THE

DEVELOPMENT OF THE

WOODBURY CASINO, LLC

CASINO PROJECT

Orange County, New York

JUNE 26, 2014

FINAL

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ARTICLE 1 – PREAMBLE

This Agreement is entered into this_____day of_____, 2014, by and between Woodbury Casino, LLC ("Developer/Operator") and the Hudson Valley Building and Construction Trades Council ("Council") on behalf of itself and its affiliated unions ("Local Unions') ("collectively, the "Unions")for the Project, as defined below.

WHEREAS, Woodbury Casino, LLC ("Developer/Operator") desires to provide for the sufficient, safe, quality and timely completion of construction related to the development of the Casino Development (the "Project") in a manner designed to afford the best work at the lowest reasonable cost to Developer/Operator, and the public it represents, and the advancement of public policy interests, embodied in the competitive bidding statutes;

WHEREAS, this Project Labor Agreement ("Agreement") will foster the achievement of these goals including:

1. Standardizing the terms and conditions governing the employment of labor on the Project;

2. Ensuring timely completion of the Project;

3. Providing comprehensive and standardized mechanisms for the settlement of work disputes, including those related to jurisdiction;

4. Ensuring a plentiful and reliable source of skilled and experienced labor from Orange County and surrounding counties;

5. Furthering public policy objectives as to improved employment opportunities for local workers, minorities, women and the economically disadvantaged in the construction industry;

6. Avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promote labor harmony and labor peace for the duration of the Project;

7. Expediting the construction process and otherwise minimizing the public safety and inconvenience caused by ongoing construction;

8. Furthering public policy objectives by lawfully expanding work opportunities for minorities and women in the expanding work opportunities for WBE/MBE contractors; and

9. Providing maximum flexibility in setting staffing levels, scheduling of shifts and hours of work.

WHEREAS, the parties subject to the terms of this Agreement desire the stability, security and work opportunities afforded by a Project Labor Agreement;

Now, therefore, it is agreed as follows:

ARTICLE 2 – PARTIES COVERED BY THIS AGREEMENT AND GENERAL CONDITIONS

Section 1. Parties covered by this Agreement

The parties covered by and subject to the terms of this Agreement are:

a. The Council and Local Unions;

b. The General Contractor, to be selected by the Developer/Operator, and Contractors and Subcontractors (regardless of tier) who have been awarded contracts pursuant to the bidding procedures applicable to this Project; and

c. The Developer/Operator, Woodbury Casino, LLC, and all related licensees. The Developer/Operator has the exclusive right to develop the leased premises on which the Project will be constructed.

Section 2. Certain Definitions

a. The Council and Local Unions are labor organizations in the construction industry within the meaning of the National Labor Relations Act;

b. "Collective Bargaining Agreements" means those Local Union agreements identified in Schedule A attached hereto;

c. "General Contractor" means the company designated by the Developer/Operator to oversee construction of the Project;

d. "Contractor(s)" means all contractor(s) who have been awarded contracts for this Project and Subcontractors of any tier engaged by Contractor(s) for on-site Project construction work. For the avoidance of doubt, the term "Contractor" shall refer to , Contractors and Subcontractors on this Project, unless otherwise indicated;

e. "Employee(s)" means employee(s) of Contractor(s);

f. "Owner" means Woodbury Casino, LLC (Developer/Operator);

g. "Project" means all the construction work on the site(s) owned or leased by the Developer/Operator for the casino development project in Orange County, including any sites associated with the Project, and any offsite infrastructure work related to the Project that the Developer/Operator controls, unless otherwise precluded by applicable New York State law or regulation.

Section 3. Supremacy Clause

This Agreement, together with the Collective Bargaining Agreements (Schedule A) represents the complete understanding of all parties covered by this Agreement and supersedes any national, local or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by provisions set forth in the Collective Bargaining Agreements the provisions of this Agreement shall prevail. No practice, understanding or agreement between a Contractor and a Local Union which is not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the Developer/Operator or General Contractor.

Section 4. Liability

The liability of any Contractor and/or any Union under this Agreement shall be several and not joint. The Developer/Operator and any Contractor shall not be liable for any violations of this Agreement by any other Contractor or Party.

Section 5. Bid Specifications

a. The bid specifications of the Project and future bid specifications will require that all successful bidders, contractors and subcontractors of whatever tier are bound by this Agreement.

b. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of Developer/Operator and/or General Contractor in determining which bidder(s) shall be awarded contracts for the Project. It is further understood that Owner has sole discretion at any time to terminate, delay or suspend the Project, in whole or part.

Section 6. Application of This Agreement and Local Union CBAs to the Project

All Subcontractors shall be required to execute applicable Local Union collective bargaining agreements covering work performed by each such Subcontractor's employees on this Project.

a. Nothing in this Agreement or the Local Union collective bargaining agreements shall constitute recognition of the Council or any of the Local Unions as majority representative of a bargaining unit of Employees by any Contractor for purposes of the National Labor Relations Act;

b. Any Contractor that is not currently signatory to a Local Union collective bargaining agreement and is required by this Agreement to execute one shall not be subject to the terms of such collective bargaining agreement in connection with any work awarded prior to the execution of this Agreement.

ARTICLE 3 – SCOPE OF THIS AGREEMENT

This Agreement shall be as defined and limited by the following sections of this Article 3.

Section 1. The Work

This Agreement applies to all construction work on this Project (unless specifically excluded in Schedule B) on the owned or leased properties of the Developer/Operator. Subject to Schedule B, construction work shall include all site and infrastructure work, environmental work, demolition, building construction, mechanical, tenant construction, electrical, HVAC, etc. related to the construction of the Project. The Parties to this Agreement will enter into a new Project Labor Agreement, comparable to this Agreement, to cover expansion and renovation work following completion of the original Project.

Section 2. Notification

The Developer/Operator agrees to notify any third parties performing construction work on the Project's premises during the construction of the Project that there is a Project Labor Agreement in place that will apply to their work.

Section 3. Maintenance

The Parties agree to enter into a separate agreement (contract) for maintenance work that falls within the scope of construction industry work, if allowable by law. If a pre-hire agreement is not allowable by law or statute, the Parties to this Agreement will allow the Council and affiliated locals all of the same rights and organizing opportunities given to other labor organizations for the purpose of union representation concerning maintenance work as set forth above, including but not limited to any agreements between the Parties.

Section 3. Term

This Agreement commences on the date of execution, and shall remain in effect for the duration of the Project(s).

Section 4. Excluded Persons

The following persons are not subject to the provisions of the Agreement:

a. Superintendents, supervisors (excluding general and forepersons specifically covered in Schedule A) engineers, inspectors and testers, quality control/ assurance personnel, timekeepers, mail carriers, clerks, office workers, deliverers and suppliers (except those in Section 4d), messengers, non-manual employees, and all professional, engineering, administrative and management persons;

b. Employees of the Developer/Operator and General Contractor who are not performing construction work;

c. Persons engaged in laboratory or specialty testing or inspections not ordinarily done by a member of a Trade Union (excludes surveyors);

d. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery or involved in deliveries to and from the Project site, except for local deliveries of fill, ready mix, asphalt, granular materials, construction debris service, and the moving of equipment or all building material such as precast or steel after the first drop which are covered by this Agreement;

e. Employees of the Contractor, other contractors or subcontractors excepting those performing manual, on-site construction labor who will be covered by this Agreement and Schedule A;

f. Deliveries to the site with the exception of items specifically called out in Article 3, Section 3d;

g. Employees engaged in on-site equipment maintenance/warrant work or start up work typically not performed by trades or when required for warranty or training purposes. When a Contractor has an employee already certified by the relevant manufacturer to make warranty repairs on that Contractor's equipment, that employee shall be

used; when a Contractor has an employee already qualified to make warranty repairs, although not certified by the equipment manufacturer to do so, that employees shall be used to make repairs working under the direction of a manufacturer certified warranty representative; and

h. Employees engaged in geophysical testing (whether land or water) other than boring for core samples.

ARTICLE 4 – REFERRAL AND EMPLOYMENT

Section 1. Referral

a. Contractors agree to hire craft employees covered by this Agreement through the job referral systems and/or hiring halls (where the referrals meet the qualifications set forth in items 1, 2, 3 and 4 of subparagraph (b) established in the Local Unions' area Collective Bargaining Agreement) or from other sources so long as the Contractors do not unlawfully discriminate between prospective employees in violation of existing laws on the basis of Union affiliation; and

b. The Local Unions shall exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fill the manpower requirements of the Contractor. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of Orange County and its immediate vicinity to meet the needs of this Project and the requirements of the industry generally.

Section 2. Non-Discrimination in Referrals

The local Unions represent that their hiring halls and/or referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations, which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership or lack thereof.

Section 3. Tag Along,

a. For purposes of this Section, "Tag Along" employees means workers who are part of a Contractor's pre-existing work force and who are entitled to work on this Project without Union referral. "Travelers" are workers from another Local Union of the same craft or trade hired by a Contractor without Union referral who are needed to augment the Contractor's work force during the Project in circumstances where the Unions are unable to refer a sufficient number of qualified workers. Both Tag Along and Traveler employees shall be subject to the terms of this Agreement and any applicable Local Union collective bargaining agreements during the term of the Project.

b. Unless specifically called for in this Section, no more than fifteen per centum (15%) (except to the extent modified below) of a Contractor's work force may consist of Tag

Along employees covered by this Agreement, per Contractor by craft, shall be hired (any fraction shall be rounded to the next highest whole number). In the event that a Contractor's workforce consists of fewer than seven (7) employees, the Contractor may hire one tag along so long as at least one other worker is referred by the Unions, assuming the Unions have a qualified worker available. . In the event that the Union is unable to provide sufficient qualified workers as determined by Contractor and as set forth in Section 3b below, such Contractor(s) may exceed the 15% level set forth above, either as Tag Along or Traveler workers. .

b. In the event the Local Union is unable to fill any request for qualified employees twenty-four (24) hours after such request was made in writing to the Union by the Contractor, the Contractor may employ qualified applicants from any other available source In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of Project, craft employees hired within its jurisdiction from any source other than referral by the Union.

c. The Committee may also allow a Contractor, subject to the above per centum, to employ socially or economically disadvantaged persons for entry into the construction industry outside of the formal apprenticeship program.

d. In recognition that the Project is subject to both Minority and Women Owned Business Enterprise ("MWBE") and affirmative action and workforce development requirements, notwithstanding the above provision, a certified MWBE may, with respect to its first ten (10) hires, request referral by name under the above requirements of up to twenty five per centum (25%) of the employees covered by this Agreement by craft. In that case, the first name referral must be a general foreperson (if otherwise included in a craft's Schedule A). Thereafter, the above 15% referral provision will apply.

e. In the event a Local Union either fails, or is unable to refer sufficient qualified minority or female applicants to allow Contractors to satisfy their affirmative action obligations as set forth in the Owner's bid specifications and applicable workforce development plan, after seventy-two (72) hours written notice to the union, the Contractor may employ qualified (i.e., successfully completed a ten (10) hour OSHA Training Course in Construction Safety from a qualified source) minority or female applicants from any other available source.

Section 4. Union Dues/Fringe Benefits

a. All employees covered by the Agreement shall be subject to the union security provisions contained in the applicable collective bargaining agreement as amended from time to time, but only for the period of time during which they are performing onsite project work and only to the extent of rendering payment of the applicable monthly union dues uniformly required for union membership in the local union which represents the craft in which the employee is performing project work. No employees shall be discriminated against at the project site because of the employee's union membership of lack thereof. Each Contractor agrees to make all employee authorized deductions for such monthly union dues required under the applicable collective bargaining agreement.

b. In addition, each Contractor agrees to pay contributions to established and jointly trusted fringe benefit funds (the "Funds"), such as Health and Welfare, Pension, Annuity, Legal Service, Education and Training, SUB, Apprenticeship, etc. in the amounts designated in the applicable collective bargaining agreement for onsite project work. The Contractors agreed to be bound by the written terms of the legally established and jointly trusted Funds specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Funds but only with regard to project work and only for those employees for whom this Agreement requires such benefit payments. No union, or any union benefit fund trustees, or any other individual affiliated with the union or a Fund shall have any authority under this Agreement or otherwise to audit the financial records of any Contractor that is not signatory to an existing collective bargaining agreement with the union except for the records related to compliance with contribution obligations set forth in the Agreement.

c. 1. To ensure the full and timely remittance of required fringe benefit contributions to the Funds and dues to the unions, the Owners Rep will work cooperatively with the Funds (or unions, in the case of dues) to verify that the required fringe benefit contributions or dues have been paid.

2. If a Fund (or Union in the case of dues) considers that a Contractor is delinquent in the payment of fringe benefit contributions or dues, it will notify the Contractor in writing with a copy to the Developer/Operator. The Contractor will have forty-five (45) days to make the contributions requested by the Fund or dues, if requested by a union. If after forty-five (45) days, the Fund or Union is not satisfied that the Contractor has met its obligations, the Fund or Union will provide written notification to the Developer/Operator and the Contractor at issue (given by certified mail, return receipt requested) that a Contractor is delinquent in payment of fringe benefit contributions or dues.

3. The Contractor will have five (5) days from its receipt of the Union's notification to respond to the Union's notification. If the Contractor fails to respond to the Union's notification of delinquency, the Developer/Operator will withhold from sums due to the Contractor the amount of such delinquencies plus any percentage allowed under the applicable collective bargaining agreement up to the amount of sums due to the Contractor, and the Developer/Operator will make such payment from the withheld funds to the appropriate fund (or Union, in the case of dues) up to the amount of the claimed delinquency. . Nothing herein shall result in the Developer/Operator being liable and/or responsible for payment of delinquent fringe benefit contributions or dues.

4. If the Fund or Union disagrees with the Contractor's response and continues to believe that there are delinquencies, it will notify the Contractor in writing of such conclusion within five (5) days after receiving the Contractor's response. The Union or Fund will provide a copy of such notification to the Developer/Operator who will withhold from money owed to the Contractor an amount equal to the claimed delinquencies and any percent of those delinquencies as may be allowed under the applicable collective bargaining agreement. The Fund or Union may also require the Developer/Operator to make all future payments to the Contractor to the appropriate Fund (or Union, in the case of dues) and the Contractor up to the amount of the claimed delinquency. The Contractor hereby consents to payments to be made to the Fund (or Union, in the case of dues) until all payments of contributions or dues are current and the Fund (or Union, in the case of dues) notifies the Developer/Operator of such in writing by certified mail, return receipt requested.

5. If the Contractor and the Fund (or Union, in the case of dues) are unable to resolve any claims for alleged delinquent contributions or dues, the Contractor will have the right to arbitrate the matter pursuant to this Agreement. If the Fund or Union prevails in such arbitration the Owner will pay the delinquencies up to the amount it has withheld. If the Contractor prevails in such arbitration, the Developer/Operator will then release any withholdings to the Contractor if the Contractor has otherwise qualified for payment of such withholdings.

6. The Developer/Operator's contact in reference to benefit delinquencies shall be
Name: [To be determined prior to the start of the Project]

Phone: _____
EMAIL: _____

Section 5. Craft Forepersons and General Forepersons

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the General Contractor and Contractors, except where otherwise provided by specific provisions of an applicable Local Union Collective Bargaining Agreement, Schedule A. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor.

Section 6. Any Labor Management Fund established shall become part of this Agreement and the contributions will be made by deductions from employees, contractors or owner.

ARTICLE 5 – UNION REPRESENTATION

Section 1. Local Union Representative

Each Local Union representing on-site Project employees shall be entitled to designate representatives in writing (copy to Contractor involved, Developer/Operator, General Contractor and the Union), who shall be afforded access to the Project. Union Representatives will not be able to interfere with the work and shall comply with visitor rules if required.

Section 2. Stewards

a. Each Local Union may have the right to designate a working journey person as a steward and an alternate and shall notify the Contractor of the identity of the designated Steward and alternate prior to the assumption of such duties. Stewards shall not exercise supervisory functions. There will be no non-working Stewards on the Project.

b. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that

Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

c. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Collective Bargaining Agreement provision providing procedures for the equitable distribution of overtime.

d. The General Contractor shall require the applicable Contractor to employ the Labor Steward, Senior Teamster or Lead Engineer. The above referenced employer shall not be required to carry the Steward's, Senior Teamster or Operating Engineer Lead Engineer if there is no work of that particular trade.

Section 3. Layoff of a Steward

Contractors agree to notify the appropriate Local Union twenty-four (24) hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Collective Bargaining Agreement, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6 – MANAGEMENT'S RIGHTS

Section 1. Reservation of Rights

Except as expressly limited by a specific provisions of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to: the right to direct the work force; including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, or the discipline or discharge for a just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and the requirement, timing and number of employees to be utilized for overtime work. Nothing contained herein shall be construed so as to allow direction of an Employee to perform work outside the jurisdiction of that Employees Labor Union affiliation, if any. No rules, customs, or practices as determined by the contractor which limit or restrict productivity or efficiency of the individual, and/or joint working efforts with other employees shall be permitted or observed.

Section 2. Materials, Methods & Equipment

There shall be no limitation or restriction upon the Contractor's choice of materials, techniques, methods, technology or design, or regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished (except that all rebar for use in the cast-in place, on-site construction will be cut and bent in accordance with local industry practices), or pre-assembled materials, tools or other labor-saving devices Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work pursuant to Collective Bargaining Agreement; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off

or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is not performed at the Project site, unless specifically spelled out in Schedule A.

ARTICLE 7 – WORK STOPPAGE AND LOCKOUTS

Section 1. No Strikes, No Lock Out

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdown, hand billing, demonstrations or other disruptive activity at the Project site for any reason by any Local Union or Employee against any Contractor or Employer while performing work at the Project site, except for non-payment of wages and benefits as per Schedule A. There shall be no other Local Union or concerted Employee activity which disrupts or interferes with the operation of the Project. Failure of any Local Union or employee to cross any picket line established by any union signatory or non-signatory to this Agreement or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article 7. There shall be no lockout at the Project by Owner or any Contractor. Contractors and Local Unions shall take all steps necessary to ensure compliance with this Section 1.

Section 2. Discharge for Violation

A Contractor may discharge any Employee violating Section 1 above and any such Employee will not be eligible thereafter for referral under this Agreement for a period of one hundred (100) days.

Section 3. Notification

If a Contractor contends that the Council, Local Unions and/or Employees covered by this Agreement have violated this Article 7, it will notify the Council and the applicable Local Union(s) involved advising of such fact with copy to the Developer/Operator, General Contractor and any applicable Subcontractors. . The Council and Local Unions shall instruct, order or otherwise take all necessary measures to ensure that the Employees and the Local Unions immediately cease and desist from any violation of this Article 7. The Council complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

Section 4. Expedited Arbitration

Any party (Developer/Operator, General Contractor and/or Contractor with respect to alleged violations of the no-strike provision above and a Union with respect to a violation of the no lock out provision above) alleging a violation of Section 1 of this Article 7 may utilize the expedited procedure set forth below (in lieu of, in addition to, any actions at law or equity).

a. A party invoking this procedure shall notify _____ or _____[the Parties agree to designate Arbitrators to serve for purposes of expedited arbitrations] who shall act as Arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged

violator, the Developer/Operator and General Manager and if a Local Union is alleged to be in violation, then to the Council.

b. The Arbitrator shall thereupon, after notice to all parties covered as to time and place, hold a hearing within forty-eight (48) hours of receipt of the notice invoking the procedures if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than twenty-four (24) hours after the notice to the Council required by Section 3, above.

c. All notices pursuant to this Article 7, must be by hand delivery or fax, and confirmed by overnight delivery, to the parties involved. The hearing may be held on any day including Saturdays and Sundays. The hearing shall be completed in one session, which shall not exceed eight (8) hours duration with no more than four (4) hours being allowed to either side to present its case, and conduct its cross examination unless otherwise agreed. A failure of any party to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

d. The sole issue at the hearing shall be whether a violation of Section 1 above has occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Order restraining such violation and serve copies on the party determined to be in violation. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for other proceedings, if any. The decision shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any involved party desires an opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the decision.

e. A decision issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the decision. Notice of the filing of such enforcement proceedings shall be given to the party involved. In any court proceeding to obtain a temporary or preliminary order enforcing the Arbitrator's Award as issued under this expedited procedure, the involved Party and Contractor waive their right to a hearing and agree that such proceedings may be ex-parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

f. Any rights created by statute or law governing arbitration proceedings which are inconsistent with this procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

g. The fees and expenses of the Arbitrator shall be paid by the losing party.

Section 5. Arbitration of Discharges for Violation

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an Employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the Employee did, in fact, violate the provisions of Section 1 of this article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 – LABOR MANAGEMENT COOPERATIVE COMMITTEE

Prior to the commencement of work on the Project, the Parties agree to establish a Labor Management Cooperative Committee ("LMCC") to promote harmonious labor-management relations, ensure adequate communications and advance the proficiency of craft employees in the industry.

ARTICLE 9 – GRIEVANCE & ARBITRATION PROCEDURE

Section 1. Procedure for Resolution of Grievances

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement) shall be considered a grievance and shall be resolved pursuant to the exclusive procedures of the steps described below (other than jurisdictional disputes, Article 10, or alleged violation of Article 7 for which such disputes shall be governed by the provisions of Article 10 and Article 7, respectively); provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

When any Union covered by this Agreement feels aggrieved by a claimed violation of this Agreement (other than Article 7 and Article 10), the party shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within ten (10) calendar days after the act, occurrences or event giving rise to the grievance. The business representative of the Local Union, the job steward, the Party and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within forty-eight (48) hours after timely notice has been given. Grievances and disputes settled at Step 1 are non-precedential unless the settlement is accepted in writing by Owner, or its designated representative as creating a precedent.

Step 2:

If the grievance is not resolved at Step 1 within the prescribed period, the grieving party may, within seven (7) calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor and/or Subcontractor (such notice shall also be given to General Contractor or its assignee) with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. The Business Manager or designee of the involved Local Union, together with the representatives of the Council, the involved Contractor and/or Subcontractor (and Developer/Operator, if it so chooses) or its designated representative shall meet within seven (7) calendar days of service of the written grievance to arrive at a satisfactory settlement.

Step 3:

a. If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within twenty-one (21) calendar days after the initial

Step 2 meeting, submit the grievance in writing (copies to other participants) to_____ or _____ , [Parties agree to designate two permanent Arbitrators prior to start of Project.] The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the arbitrator shall be final and binding on the involved Contractor, local union and employees. The fees and expenses of such arbitrations shall be paid by the losing party. Named Arbitrators shall alternate beginning with _____.

b. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the parties at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

Section 2. Limitation as to Retroactivity

No arbitration decision or award may provide retroactivity of any kind exceeding thirty (30) calendar days prior to the date of service of the written grievance on the involved Contractor or Local Union.

Section 3. Participation by Owner or its Designated Representative

The Developer/Operator and the General Contractor shall be notified by the Unions of all actions at Steps 2 and 3 and, at their election, may participate in full in all proceedings at these steps, including Step 3 arbitration.

ARTICLE 10 – JURISDICTIONAL DISPUTES

Section 1. No Disruptions

a. There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted. No jurisdictional dispute shall excuse a violation of Article 7.

b. No jurisdiction dispute shall affect coordination of the various contractors at the Project or the progress of the Project.

c. The Signatories to this agreement adhere to the principle that jurisdictional disputes cannot and shall not interfere with the Project.

d. Every effort will be made by the Employer to resolve all anticipated disputes over work assignments. These efforts will include pre-job conferences, jurisdictional mark-up meetings and similar such conferences. Pre-job conferences must be held by each Employer prior to the field work actually starting. The Developer/Operator and General Contractor are recognized as parties of interest in the resolution of any

and all jurisdictional disputes and their designated representatives will be notified of all meetings and may attend and participate. Resolution of jurisdictional disputes will not include any "over manning" or the requirement to assign employees to any work functions other than the number that may be required to safely execute the work. No back pay or any other monetary penalty shall be assessed against any Employer in the resolution of jurisdictional disputes.

Section 2. Assignment

The assignment of work will be solely the responsibility of the Contractor performing the work involved. Any jurisdictional dispute arising in connection with respect to a work assignment will be resolved in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 3. Procedure for Settlement of Disputes

a. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit the dispute in writing to the Administrator, Plan for the settlement of Jurisdictional Disputes in the Construction Industry within seventy-two (72) hours and send a copy of the letter to the other Contractor involved, and the Local Union involved. Upon receipt of a dispute letter from any Local Union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Plan.

b. Any Contractor and Employees involved in a jurisdictional dispute on this Project shall continue working and without disruption of any kind.

Section 4. Limitations

The Jurisdictional Dispute Arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work Involved; nor to assign the work to employees who are not qualified to perform the work. This does not prohibit the establishment, with the Agreement of the involved Contractor, of composite crews where more than one employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

Section 5. No Interference with Work

There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 11 – HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS & HOLIDAYS

Section 1. Work Week and WorkDay

a. The standard work week shall consist of forty (40) hours or work at straight time rates either a five (5) day work week Monday – Friday; eight (8) Hours per day, plus one half (1/2) hour unpaid lunch period each day, or a four (4) day work week Monday – Thursday; ten (10) hours per day, plus one half (1/2) hour unpaid lunch period each day. When on a four (4) day ten (10) hour per day work week, Friday shall be used as a makeup day at straight time. Saturday make-up days shall be as per Schedule A Agreements.

b. Except as set forth below, all shifts and starting times shall be uniform and established by the Contractors, within the following guidelines: the Day Shift shall commence between the hours of 6:00 a.m. and 4:30 p.m. Starting and quitting times shall occur at the staging areas designated by the Contractor. Other shifts shall similarly commence and end at uniform times. Sub-contractor starting times maybe different then the established starting time of the General Contractor or construction manager.

c. Notice – Contractors shall provide not less than ten (10) days prior notice to the Unions as to the workweek and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

Section 2. Overtime

Overtime pay for hours outside of the standard work week and work day, described in Section 1, paragraph (a) above, shall be paid at time and a half, Saturdays shall be at premium time and Sundays shall be at double time whichever is less. There will be no restriction upon the Contractor's scheduling or overtime or the non-discriminatory designation of employees who shall be worked. There shall be no pyramiding of overtime pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime. The Owner or Designee must approve any overtime that affects the total cost of the Project.

Section 3. Starting Times and Shifts

a. There shall be a uniform start time for all Contractors and employees or each shift in accordance with Section 1 above. For purposes of this Agreement and unless otherwise noted, start time shall be 7 a.m.

b. Flexible Schedules – To the extent that they do not have a cost impact on the Project, scheduling of shift work may remain flexible in order to meet Project schedules and existing Project conditions. Shifts must be worked with a minimum of five (5) consecutive workdays and must be scheduled with the Council with not less than five (5) workdays' notice to the party. Regularly scheduled shifts will not be paid at overtime rate, but rather as per Schedule A Agreements.

c. Flexible Starting Times – Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of paragraph (b).

d. Shift work may be scheduled on either a five (5) day (5-8 hrs) or four (4) day (4-10 hrs) work week basis and shift shall be paid as per Schedule A Agreements.

Section 4. Holidays

a. Schedule – There shall be eight recognized holidays on the Project:

New Year's Day	Labor Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

All holidays shall be observed on the dates designated by Law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on Saturday shall be observed on Friday and those holidays which occur on Sunday shall be observed on the following Monday.

b. Payment – Regular holiday pay, if any, and/or premium pay for the work performed on such a recognized holiday shall be in accordance with the applicable local Collective Bargaining Agreements. (Schedule A)

c. Exclusivity – No holidays other than those listed in Section 4 – (a) above shall be recognized or observed.

Section 5. Reporting Pay

a. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Collective Bargaining Agreement. (Schedule A). Should this occur on a scheduled ten (10) hour work day, ten (10) hours minimum reporting pay shall apply in lieu of eight (8) hours where appearing.

b. When an employee who has completed a schedule shift and left the Project site is "called-out" to perform special work of a casual, incidental or irregular nature, the Employee shall receive pay for actual hours worked with a minimum guarantee as may be required by the applicable Collective Bargaining Agreement. (Schedule A).

c. When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, he shall be paid only for the actual time worked.

d. There shall be no pay for time not actually worked except as specifically set forth in this Article or as specifically provided in a Schedule A.

Section 6. Payment Wages

a. Payday – Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 a.m. on Thursdays. In the event that

the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than three days wages shall be held back in any period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.

b. Termination – Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

c. Wages and Benefits shall be paid as per applicable Schedule A.

Section 7. Emergency Work Suspension

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor requests that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay, by the applicable Schedule A.

Section 8. Injury/Disability

An employee, who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than eight (8) Hours wages for that day. Further, the employee shall be rehired at such time as said employee is able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform.

Section 9. Time Keeping

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

Section 10. Meal Period

Employees shall have meal period of not more than one half (1/2) hour duration at the work location between the third and fifth hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A. A suitable lunch area shall be established.

Section 11. Break Periods

There will be one (1) ten (10) minute coffee break two (2) hours after the commencement of the workday. Afternoon break shall be as per Schedule A. Lunch break shall be for thirty (30) minutes commencing approximately four (4) hours after the start of the established workday.

ARTICLE 12 – APPRENTICES

Section 1. Ratios

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Apprentices shall be employed in a manner consistent with the provisions of the appropriate Schedule A Agreement.

Section 2. Apprenticeship

To assist the Contractors in attaining a maximum effort on this Project, the parties agree to work in close cooperation with, and accept monitoring by the Owner or CM to ensure that minorities and women from Orange County are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. The Local unions will cooperate with Contractor requests for minority, women or economically disadvantaged referrals to meet this Contractor effort and/or as provided in the Collective Bargaining Agreement. The Council and the Owner and/or CM shall work cooperatively to establish a pre-apprenticeship program (if permissible by law) to create work opportunity for workers living in economically distressed cities and veterans.

ARTICLE 13 – SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 1. Safety Requirements

Each Contractor will ensure that applicable OSHA requirements are at all times maintained on the Project. Employees of the Contractors must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and Owner from injury or harm. Failure to do so will be grounds for discipline, including discharge.

Section 2. Contractor Rules

Employees shall at times be bound by the reasonable safety, security, and visitor rules as established for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

Section 3. Inspections

Owner retains the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

Section 4. Drug/Alcohol Policy

The Developer/Operator or Contractor may adopt a policy with regard to the use of alcohol and illegal drugs. Specific drug and alcohol testing programs consistent with 49 CFR Parts 40 and 382 may be instituted by either the Owner and/or Contractors.

ARTICLE 14 – Miscellaneous Provisions

Section 1. Project Rules

The Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee of a Contractor to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause, unless project work rules violate the CBA or applicable law.

Section 2. Tools of the Trade

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment for the performance of work within the employee's jurisdiction.

Section 3. Supervision

Employees shall work under the supervision of the craft foreperson or general foreperson.

Section 4. Travel Allowance

There shall be no payment for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement or specifically spelled out in Schedule A.

Section 5. Full Work Day

a. Employees shall be at their staging area at the time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The parties reaffirm their policy of a fair day's work for a fair day's wage.

b. There shall be no non-working employees at the Project (e.g. employees whose only work consists of watching equipment, etc.), unless the presence of such employee is required due to normal maintenance (e.g. refueling). There shall be no electrical standby-by employees until the electrical prime contractor has commenced work on the Project. No electrical stand-by employee may remain on the Project after the permanent electrical system is operational.

c. Temporary services for system coverage, whether during regular working hours or at other times, shall only be required on the specific request of the Contractor and when

requested shall be assigned to the appropriate trade with jurisdiction. Such temporary services may be provided by the Contractor's employees already working under this Agreement during their regular work hours. There shall be no stacking of trades on temporary services. In the event temporary services are claimed by multiple trades, the matter shall be resolved under Article 10 of this agreement.

Section 6. Cooperation

The parties will cooperate in seeking any New York State Department of Labor approvals that may be required for implementation of any terms of this Agreement.

Section 7. Specialty Agreement

The terms of this Agreement shall not apply to work of the Employer that is normally performed under the terms of a National Specialty Agreement including, but not limited to, the National Tank Manufacturer Agreement, the Stack Liner Agreement, the Rubber Liner Agreement or any other Specialty Agreement.

Section 8. Veterans

The employees and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Unions and the Contractors agree to coordinate and maintain an integrated list of veterans from Orange County and its surrounding counties interested in working on the Project through the "Helmets to Hardhats" program and, to the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 9. Equal Opportunity

a. Each Union will provide to the Owners Rep, not less than quarterly, a census of its members. Such census report will provide information regarding the number of minority and women members and the status of those members as to apprenticeship and journeyman classification. The first such census reports shall be delivered prior to execution of this Agreement.

b. The Unions agree that their good faith effort enrollment goals for all apprenticeship classes for minorities and women as permitted by New York State Department of Labor procedures.

c. The Unions agree that seniority or other preference rules may not be utilized to frustrate the diversity goals of the Project the affirmative action, workforce development, and diversity provisions of this Agreement.

d. The Unions agree that individuals with construction industry experience outside of a unionized workforce who desire to become members of the various trade unions will be admitted at the status and grade commensurate with the skills acquired from their experience in the trade. Individuals who require additional training to achieve journeyman status will receive such training.

ARTICLE 15 – FUTURE CHANGES IN COLLECTIVE BARGAINING AGREEMENT

Section 1. Changes

a. Schedule A to this Agreement shall continue in full force and effect until the applicable Contractor and/or Union parties to the Schedule A Collective Bargaining Agreements notifies the Owners in writing of the mutually agreed upon changes in provisions of such Agreements which are applicable to the Project, and their effective dates.

b. It is agreed that any work rule or other provisions affecting productivity, job performance, staffing, job assignments and related issues negotiated into future Collective Bargaining Agreements will not apply to work on this Project if such provisions are less favorable to this Project than those contained in the expiring Local Union Collective Bargaining Agreements as they pertain to this Project; nor shall any provision be recognized or apply on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

c. Any disagreement over the incorporation into Collective Bargaining Agreements of provisions agreed upon in the re-negotiation of Area Collective Bargaining Agreement shall be resolved in accordance with the procedure set forth in this Agreement.

Section 2. Labor Disputes During Negotiation of Collective Bargaining Agreements

The parties agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdown or other disruptive activity or other violations of this Agreement affecting the Project by any parties involved in the re-negotiation of Collective Bargaining Agreements nor shall there be any lockout on this Project affecting any party during the course of such re-negotiations.

ARTICLE 16 – SAVINGS AND SEPARABILITY

Section 1. This Agreement

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of any law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of this Agreement shall remain in full force and effect. In such event, this Agreement shall remain in effect for contracts already bid, awarded or in construction. The parties will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be awarded in the future.

Section 2. The Bid Specifications

In the event that Owner's bid specifications, or other action, requiring that a successful bidder be bound by this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, such requirement shall be rendered, temporarily or permanently, null and void but this Agreement shall remain in full force and effect to the

extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid, awarded or in construction. The parties will enter into negotiations as to modifications to the Agreement to reflect the court action taken and in the intent of the parties for contracts to be awarded in the future.

Section 3. Non – Liability

In the event of an occurrence referenced in Section 1 or Section 2 of this Article 16, neither Owner nor any Contractor nor any Local Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

Attachments [To be inserted]
Schedule A Local Union CBAs
Schedule B Excluded Work
Schedule C Drug Testing Policy
Schedule D Minority and Female Business and Worker Affirmative Action policies

Schedule B – Excluded Work

The following work shall be excluded from this Agreement:

(a) All work that would otherwise be covered by this Agreement shall be excluded to the extent that New York State gaming legal and/or regulatory provisions preclude such work from being delegated or assigned by licensee (Developer/Operator) to a non-licensee entity or in any other way prevent such work from being performed by a Contractor under this Agreement In addition, to the extent any special licensing requirements exist for the performance of work covered by this Agreement, such work may only be performed by Employees covered by this Agreement if they fully satisfy the applicable licensing requirements. Otherwise, such work shall be excluded from this Agreement;

(b) Work on all data processing, internal communication systems, final connection of security equipment (mounting of security cameras is covered by this Agreement), gaming equipment electronics, software and related electronic devices, whenever installed, unless otherwise specified below;

(c) All work performed by technicians and/or skilled craftsmen at the discretion of and/or contracted for by the Developer/Operator or its designee, such work to be limited to a) the installation of furnishings, fixtures, and equipment, except as set forth below, b) the installation of artwork, gaming equipment signage, graphics and other theming specialty items; c) final connections, testing, calibration, checking and startup related to gaming equipment data and controls, and security, communications, surveillance systems, provided however that the conduits, raceways and cable trays and pulling and certifying of cable for these systems shall not be excluded from the scope of this Agreement. For the purpose of this paragraph the terms furnishings, fixtures and equipment are Developer/Operator or affiliate supplied items which are not contracted as part of bid packages issued under General Contractors' contracts with Developer/Operator. Installation of any technical systems and/or equipment that is plug-in installation is excluded from Construction Work.. Notwithstanding the above, all furniture, fixtures and equipment (other than gaming equipment and table games, which are addressed below) that is fastened, mounted or adhered to a surface by glue, screws, nails, mechanical fastener or by other means shall be included as covered work under this Agreement. This shall include all unloading, loading, transporting to place of installation, clean up, uncrating and unwrapping of protective coverings. All work related to free standing furniture shall be excluded from this Agreement.

(d) With respect to slot machines and table games, installation of slot machine bases and table games shall be covered by this Agreement, except to the extent that New York State gaming laws or regulations and/or special licensing requirements preclude workers covered by this Agreement from performing such work. For the avoidance of doubt, if legal or licensing requirements relating to the control and installation of gaming equipment require that the Developer/Operator perform or be

responsible for such work, then installation of slot machines bases and table games shall be excluded from the terms of this Agreement. In addition, covered work shall include transport and unloading of slot machines and table games, unless New York State legal and/or licensing requirements require the Developer/Operator to perform or control directly such work. The Parties agree to discuss the installation of the slot machines themselves (beyond the bases and other items already agreed to) at a later date. Excluded work for table games installation includes repair and installation of laminates, upholstery and fabrics.

(e) Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience which employees represented by the Unions do not possess; off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of gaming, security or surveillance equipment, materials or machinery and/or deliveries to and from the Project site of the same; on-site equipment installation and warranty work for data processing, internal communication, gaming equipment electronics and software installation, all other electronic devices, and all low voltage wiring related in any way to the Developer/Operator's gaming, security and surveillance operations, provided, however, that rough-in work for such equipment and devices is covered work; work by "Artisans" who are individuals or entities who the Developer/Contractor may (or may not) employ directly to create unique, one-of-a-kind decorative elements for incorporation into the Project. The design, illustration, and detailing of these one-of-a-kind decorative elements can only be fully completed in the field and can only be performed by that individual or entity. The duties of Artisans shall be to direct trades people, as well as provide assistance in the unloading, assembly, installation, and distribution of unique, one-of-a-kind nature. (The specific duties of Artisans shall be discussed further prior to the start of the Project);

(f) Other excluded work includes:

1. Figurines, Statues, Table Ornaments, Artifacts, Wall Hangings and Ornamentations:

    (i) Transportation & unloading

    (ii) Assembly and disassembly

    (iii) Installation & removal

    (iv) Cutting, alterations, repair & modification

    (v) The building and fabrication of all landscaping items, e.g. rock scapes, trees, etc.

    (vi) The installation of all decorative items

2. Locks and Locking Devices for all Gaming Equipment and Secure Banking Areas

    i) Installation, repair, removal and reinstallation, transportation, movement, record keeping, etc., prior to occupancy.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective this _____ day of _____, 2014.

For: Woodbury Casino, LLC (Developer/Operator)

By: CRAIG ABRAHAMS / CFO
NAME/TITLE

SIGNATURE

6.26.14
DATE

For: Hudson Valley Building and Construction Trades Council

By: L. Todd Diorio - President
NAME/TITLE

L. Todd
SIGNATURE

6/26/14
DATE

By: _____
NAME/TITLE

_____
SIGNATURE

_____
DATE

For: General Contractor

By: _____
NAME/TITLE

_____
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For: LOCAL UNIONS

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LOCAL UNION# Print Name Signature Date

451A Little Britain Road
Newburgh, NY 12550

Phone (845)565-2737
Fax (845)565-3099

L.Todd Diorio *Laborers Local 17* President
James Malcolm *Carpenters Local 279* Vice President
Tony Speziale *I.U.P.A.T. D.C.9* Vice President
Sam Fratto *IBEW Local 363* Vice President
Bob Ambrosetti *Plumbers and Steamfitters Local 373* Treasurer
Mike Gaydos *Ironworkers Local 417* Recording Secretary

June 26, 2014

Ms. Gail Thorpe
NYS Resort Gaming Facility Location Board
P.O. Box 7500
Schenectady, New York 12301-7500

RE: Support for Caesars Woodbury

Dear Ms. Thorpe,

On June 30, 2013, Governor Andrew Cuomo signed into law the Upstate New York Gaming Economic Development Act of 2013, which outlined the process and criteria for siting no more than four destination resort casinos within three regions of the State, including up to two resort casinos in our Hudson Valley/Catskill area.

On behalf of the Hudson Valley Building and Construction Trades Council, the umbrella organization of 28 local trade unions which represents over 10,000 tradesmen and women in the Hudson Valley/Catskill area, fully support Woodbury Casino, LLC, a subsidiary of Caesars Acquisition Company ("CAC") and their application for gaming facility license. Woodbury Casino, LLC upon regulatory approvals plans to construct a $750 million destination gaming resort located on land adjacent to and east of New York State Route 17 in Woodbury, New York.

This is the right project because it will bring much-needed jobs to the Woodbury and the Hudson Valley/Catskill area. Estimates project it will create 1,500 construction jobs and 3,000 permanent jobs. Hiring preference will go to locals, especially our Armed Services Veterans. The average compensation for the permanent union jobs is approximately $50,000 per year, plus benefits.
The Woodbury Casino, LLC has committed to build this destination resort casino under a project labor agreement. The Woodbury Casino, LLC will work in conjunction with the Hudson Valley Building Construction Trades Council and its local affiliates to provide an efficient, safe and timely completion of the project.

Boilermakers Local 5 • Bricklayers Local 5 • Tile, Marble, & Terrazzo BAC Local 7 • Roofers Local 8 • Painters DC 9
Operating Engineers Local 15D • Laborers' Local 17 • Plumbers & Steamfitters Local 21 • Operating Engineers Local 30
Sheet Metal Workers Local 38 • Asbestos, Heat & Frost Local 40 • Asbestos Workers Local 91 • Operating Engineers Local 137
Sheet Metal Workers Local 137 • Elevator Constructors Local 138 • Upstate New York Operating Engineers Local 158
Laborers' Local 235 • O.P. & C.M.I.A. Local 262 • N.E. Carpenters Local 279 • IBEW Local 363
Plumbers & Steamfitters Local 373 • Ironworkers Local 417 • Teamsters Local 445 • Road Sprinkler Fitters Local 669
Millwrights Local 740 • United Cement Masons Union Local 780 • Operating Engineers Local 825
Millwrights Local 1163 • Resilient Floor Coverers Local 2287

Caesars is a good corporate citizen, among the best in the world for committing to give back to the communities they operate. In 2013, they launched a program called "Enlisting Heroes" which was aimed at providing jobs for US Military Veterans. They have even held "Military Vets Only" hiring programs in Las Vegas targeted at helping those who have honorably served our country.

A Caesars resort casino in Woodbury will generate $39.9 million in yearly tax revenues for the area. The State Division of Budget estimates that a Woodbury casino would result in a disbursement of $19.4 million in yearly tax revenue to Orange County and Woodbury. Orange County will receive $5.7 million in yearly gaming tax revenue for school aid and property tax relief. An additional $13.7 million per year will be split between Woodbury and Orange County for local projects. In addition to gaming tax revenues, the new resort will generate an estimated $19 million per year in property tax revenue for Orange County Schools, as well as $1.5 million in Orange County hotel tax revenue.

Overall, this project is a win-win. It will create thousands of jobs and create a multiplier effect that will benefit Woodbury and the Hudson Valley/Catskill area. We, the Hudson Valley Building and Construction Trades Council, urge the New York State Gaming Commission to consider Woodbury Casino, LLC for the destination resort license in Woodbury, Orange County, New York as it is the operator and site to generate the most jobs and revenue for the State of New York.

Sincerely,

L. Todd Diorio
President

Labor Harmony

As stated in X.B.5, Caesars has entered into a labor peace agreement with a labor organization representing gaming or hospitality workers in the State. This agreement complies in full with all applicable legal requirements. See attached.

Attachments:

X.B.6_A1 Labor Peace Agreement

Attachment X.B.6_A1

AGREEMENT

AGREEMENT made this ___ day of May, 2014 by and between the New York Hotel & Motel Trades Council, AFL-CIO ("Union") and Caesars Entertainment Operating Company and any affiliated or related entity, on its own behalf and on behalf of any current or future owner, of the Project and employer of Employees, defined below, as well as their respective successors or assigns of the below described project (collectively "Employer").[1] This Agreement shall be limited in its application to any development undertaken by the Employer that includes a gaming casino, operated pursuant to a license issued by the New York State Gaming Authority, in the state of New York.

WHEREAS, Employer may undertake a development project, which may include gaming facilities and may also include food & beverage, hotel, and related amenities and facilities in the State of New York ("Project");

WHEREAS, the parties wish to ensure that employees in the below described bargaining unit(s) have the opportunity to express their desire whether or not to be represented for purposes of collective bargaining in an atmosphere free from intimidation, restraint, coercion or discrimination; and

WHEREAS, the parties wish to resolve any disputes related to any organizing drive and representational issues amicably, without resort to litigation or proceedings before the National Labor Relations Board ("NLRB"), Courts, or other governmental agency; and

WHEREAS, the parties have exchanged good and valuable consideration the receipt of which is hereby acknowledged.

NOW THEREFORE, the parties agree as follows:

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[1] The term "Employer" shall also include, but not be limited to, any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls any Employer or is substantially under the control of: (a) any Employer entity; (b) one or more principal(s) of any Employer entity; or (c) a subsidiary or parent of the Employer entity. The term "substantially controls" and "is substantially under the control of" as it pertains to Apollo Global Management, LLC and TPG Capital L.P. and each of their respective principals, parents, subsidiaries and affiliates including, without limitation, funds managed by it or its affiliates and the entities in which any of them invest, but excluding Caesars Entertainment Company, Caesars Entertainment Operating Company and Caesars Growth Partners and their respective subsidiaries (the "Sponsors") applies only if the Sponsors own in the aggregate a 5% or more equity interest in the Employer or Project at the time of Project development in the State of New York. In such case, the Sponsors agree that they will develop the Project through a Caesars Entertainment related entity in accord with the terms of this Agreement. In the event of any alleged breach of this footnote, the Parties agree that such dispute will be subject to the dispute resolution procedure in Paragraph 19, below.

Employer also agrees to ensure that any current or future operator, manager, concessionaire or subcontractor at the project employing Employees, defined below, will abide by and be bound by this Agreement at the project, defined below. Accordingly, as used in the body of this Agreement, the term "Employer" shall also include any such entity.

1. The bargaining unit(s) shall include all full and part-time employees at the project in the classifications or departments listed in Exhibit A, or any other departments or classifications performing similar work under another name, or any combination thereof sought by the Union ("Bargaining Unit"). The Bargaining Unit shall not include those employees specifically excluded in Exhibit A. The Bargaining Unit employees shall be referred to as "Employees".

2. The parties acknowledge and agree that the Bargaining Unit(s) described herein constitute an appropriate unit.

3. The parties mutually recognize that the National Labor Relations Act ("NLRA") guarantees employees the right to form or select any labor organization to act as their exclusive representative for purposes of collective bargaining with their employer, or to refrain from such activity. Both the Union and Employer agree to respect the NLRA Section 7 rights of employees and neither party shall, or be required to, act in contravention of those rights.

4. Prior to the start of initial hiring, the Employer shall notify the Union of its intent to hire and the positions that it seeks to fill and the qualifications therefore. The Union may furnish applicants for the job vacancies specified by the Employer. The Union's selection of applicants for referral shall be on a non-discriminatory basis and shall not be based upon or in any way affected by membership in the Union or the Union's bylaws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership policies or requirements, or upon personal characteristics of an applicant where discrimination based upon such characteristics is prohibited by law. Any interest demonstrated by an applicant in joining the Union shall not constitute grounds for discriminatory or disparate treatment nor adversely impact the applicant's ability to be hired by the Employer. The Employer shall be the sole judge of an applicant's suitability, competence and qualifications to perform the work of any job to be filled and shall not be precluded from interviewing or hiring applicants from any other source.

5. During organizing activity the Union shall not cause any disruption of work by the Employees or of operations, nor shall it cause or encourage any other entity to cause any picketing, strikes, slow downs, boycotts, demonstrations, rallies, handbilling, corporate campaigns, or other work stoppages at the Project or at any other Employer facility to the extent the activity arose exclusively as a result of a dispute at the Project and the Employer shall not lock out employees at the Project. Nothing herein shall prohibit the Union from taking any action against any Employer at any location other than the Project which arises as the result of a dispute with such Employer at any location other than the Project. This paragraph shall not apply to the adversely affected party in the event the other party fails to abide by any an award or decision of the Arbitrator within three (3) business days after issuance. This paragraph shall not apply to the Union in the event the Employer recognizes any other labor organization as the representative of any Employees.

6. The Employer specifically agrees that its supervisory employees, its agents and/or representatives will not act or make any statement that will directly or indirectly imply the Employer's opinion as to whether or not the employees should unionize or support any union or as to the reputation of any union or any of its officers. The Union and its representatives will not coerce or threaten any Employee in an effort to obtain authorization cards.

7. The Union will begin its organization of the employees at any time upon notice to the Employer. The Union will be permitted to have its organizers or representatives enter the Project to meet with Employees during the Employees' non-working times (for example, before work, after work, and during shift changes, meals and breaks) in non-public areas of the Project (for example, meal rooms and locker room) and/or during such other periods and locations as the parties may mutually agree upon in writing. The Union will comply with appropriate, non-discriminatory security and regulatory requirements applicable to all employees when accessing the Project, provided such requirements may not be used to unreasonably deny or delay access, and further agrees to meet and confer with the Employer immediately upon notice that its organizing activities are creating work disruptions or otherwise interfering with the facility's operations.

8. Within seven (7) days following receipt of the above described written notice of intent to organize Employees, the Employer will furnish the Union with a complete list of such Employees including both full and part-time Employees, showing their job classifications and departments, work schedules, wage rates, benefits, and the home addresses and telephone numbers of all Employees. Thereafter, the Employer will promptly provide updated lists, upon request, to the Union for the duration of the organizing drive.

9. The Arbitrator shall conduct card counts to determine whether the Union has obtained valid cards from a majority of the Employees in the Bargaining Unit(s) designating the Union as their representative for purposes of collective bargaining ("Cards") and to certify the results of such card count in accordance with the procedure set forth herein.

10. At any time after the commencement date of the Union 's organizing effort, the Union may request that a card count be conducted by the Arbitrator. The Union shall initiate that process by advising the Employer in writing ("Notification Letter") that it represents a majority of the full-time and part-time employees employed by the Employer in the Bargaining Unit sought by it. The date of the Union's Notification Letter shall be the date ("Notification Date") used for purposes of determining the composition of the list of the names and the Employees to be furnished by the Employer to the Arbitrator.

11. At any time after the delivery of the Notification Letter by the Union to the Employer indicating its majority status, the Union shall notify the Arbitrator in writing that his services are requested for purposes of conducting a card count. The Union shall confirm to the Employer that the Arbitrator has retained jurisdiction of the card count proceeding. As soon as practicable thereafter, but in any event no later than seven (7)

days after the date of the Union's written card count request made to the Arbitrator, the Union shall furnish to the Arbitrator the Cards it has obtained from the Employees, and the Employer shall furnish the Arbitrator the list containing the names, job classifications and social security numbers of Employees employed as of the date of the Union's Notification Letter (with a copy to the Union) together with copies of official employment documents containing the signatures of each of the Employees (e.g. Forms 1-9, Form W4 or similar documents).

12. Within forty-eight (48) hours after his receipt of the documents described above, the Arbitrator shall conduct a card count by checking the Cards against the list of Employees and by comparing the Employees' names and signatures appearing on the Cards to the names and signatures appearing on the employment documents supplied to the Arbitrator by the Employer. At the conclusion of the card count, the Arbitrator shall inform the parties of the results of his count and shall certify in writing that either the Union has or has not been selected by a majority of eligible Employees as their collective bargaining representative. Both the Employer and the Union agree to abide by the determinations made by the Arbitrator regarding any challenges either to the validity of the Cards, the eligibility of Employees, the appropriateness of the unit and/or to the majority status of the Union.

13. If, after the conduct of the card count(s), the Union fails to be certified by the Arbitrator as the majority representative of the eligible Employees, this Agreement shall be deemed to continue in full force and effect, unless it is otherwise terminated in writing by mutual agreement of the parties.

14. If the Union is certified as the majority representative, the Employer must recognize the Union and the Employer and the Union will promptly and expeditiously commence negotiations at a mutually agreeable time and place, for a collective bargaining agreement. In the event the parties are unable to promptly reach an agreement following certification by the Arbitrator, the parties agree that the Arbitrator may act as an interest arbitrator and resolve any disputes regarding the terms of the collective bargaining agreement.

15. The arbitrator referred to herein shall be the Office of the Impartial Chairperson ("Arbitrator") established in the Industry Wide Collective Bargaining Agreement ("IWA") between the Union and Hotel Association of New York City, Inc., who shall be guided by the procedural rules of the IWA and the Office of the Impartial Chairperson to the extent consistent herewith. For purposes of interest arbitration only, the Arbitrator shall be selected from the Office of the Impartial Chairperson as follows: the parties shall alternately strike names of individual arbitrators who are Impartial Chairpersons, with the Union striking first. The remaining Impartial Chairperson shall be the interest arbitrator.

16. In any interest arbitration under this Agreement, the Arbitrator shall accept in total all provisions tentatively agreed to by the parties prior to the arbitration, and then shall consider the last, best and final offer of each party to the other at the conclusion of negotiations. Both parties may present testimony, evidence and argument as to the merits

of their respective last, best and final offer as to each of the outstanding issues. The Arbitrator's written decision shall be final and binding on the parties. The Arbitrator shall select the last, best and final offer of either the Employer or the Union with respect to all outstanding issues, i.e. "Major League Baseball" arbitration, and issue his written decision within thirty (30) days of the close of the hearing. In selecting between the parties' competing offers, the Arbitrator shall consider the entire context of the proposed collective bargaining agreement, including all provisions to which the parties had previously "tentatively agreed." In determining appropriate wage and benefit levels, the Arbitrator shall be guided by the following considerations: (i) size, type and location of the Employer's operations; (ii) the Employer's financial ability, but only to the extent that the Employer asserts an inability to pay the Union's last, best, and final wage and/or benefit offer; (iii) cost of living as it affects the Employer's employees; and (iv) ability of the employees, through the combination of wages, hours and benefits to earn a living wage to sustain themselves and their families and, (v) other relevant factors presented by the Parties .

17. Any costs incurred by the parties in instituting proceedings before the Arbitrator, or defending against same, shall be the responsibility of the respective party. Costs charged by the Arbitrator shall be shared and paid equally by the parties.

18. Any award or decision issued by the Arbitrator, written or otherwise, shall be final and binding upon the parties, and shall be enforceable in the United States District Court for the Southern District of New York.

19. All complaints, disputes or grievances arising between the parties hereto involving questions or interpretation or application of any clause of this Agreement or the matters discussed herein, or any acts, conduct or relations between the parties, directly or indirectly, which shall not have been adjusted by and between the parties involved shall be referred to the Arbitrator, and his/her decision shall be final and binding upon the parties hereto.

20. In addition to and without limiting any of the foregoing, the Employer and Union also agree that the Arbitrator shall be empowered to issue such remedial orders as are consistent with applicable NLRB standards or necessary to ensure the maintenance of the neutral environment and/or to penalize the Employer or the Union for violating their obligations hereunder or under the NLRA, including an order to bargain in accordance with applicable NLRB standards, or other injunctive relief, and/or monetary or punitive damages to either party.

21. With regard to this Agreement and any and all matters discussed herein, the parties knowingly and voluntarily waive the right to file any petitions, charges, objections, or complaints before any court or governmental agency, including, but not limited to, any petition, objection, or unfair labor practice charge before the Board, and agree that the Arbitrator shall be the exclusive forum in which to resolve any such dispute.

22. If any provision or portion of this Agreement is deemed invalid or unenforceable, it shall not affect the remainder of this Agreement and the parties shall promptly meet to negotiate substitute provisions, which effectuate the intent of the parties. Failing agreement the matter shall be submitted to the Arbitrator for final and binding resolution.

23. This Agreement shall be binding on the successor and assigns of the parties hereto, including, but not limited to, any concessionaire or subcontractor, or other entity which has or acquires an ownership, operational or management interest in the Project or to which the Employer sells, transfers, or assigns any right, title, or interest, in the Project ("Successor"). The parties acknowledge that failure to affirmatively bind any such Successor shall result in irreparable harm to the non-breaching party. The Employer shall cause any such Successor to execute a Successor & Assign Agreement identical to this Agreement prior to and as a condition of any transfer cognizable hereunder and provide a copy of such to the Union (replacing the corporate names in the preamble with the name of such Successor). Further, no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of any party hereto or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of any party hereto.

24. Unless mutually agreed to in writing by the parties, all terms of this Agreement, including, but not limited to, those relating to the provision of information, access and neutrality, shall continue uninterrupted until a collective bargaining agreement(s) covering all Employees employed by Employer is effective.

25. This Agreement shall be superseded by any collective bargaining agreement entered into between the Parties or issuance of an interest arbitration award applying to the Parties and covering the Employees identified in Exhibit A.

26. The parties hereto are fully authorized to enter into and execute this Agreement.

Agreed and Accepted:

Date: May ___, 2014

Union	Employer
Peter Ward	Name: JANIS L. JONES
President	Title: EXEC VP
Authorized to sign	Authorized to sign

EXHIBIT A

Included: Hotel, Conference Center, Restaurant, Bar, Banquet, VLT, Casino, Slot Attendants, Cashiers (including booth and cage), Hard and Soft Count Employees, Change Persons, Carousel Attendants, Dealers, Hosts, Guest Service and Players' Club Representatives, Housekeeping, Cleaners, Front Service, PBX, Front Desk, Engineering, Maintenance, Reservations, Banquets, Room Service, Kitchen, Stewarding, Food and Beverage, Bar, Dining Room, Employee Cafeteria, Laundry, Valet, Parking, Coat Check, Shipping and Receiving, Business Center, Audio Visual, Health Club, Spa, Minibar, Security, and Concierge.

Excluded: Statutory supervisors, managers, and confidential employees.