

K#7545

**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**MANDALAY RESORT GROUP**

**dba**

**CIRCUS CIRCUS HOTEL AND CASINO -  
LAS VEGAS**

**and**

**LOCAL JOINT EXECUTIVE BOARD OF  
LAS VEGAS**

**1997**

**2002**

## **MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT is made and entered into by and between the MANDALAY RESORT GROUP dba CIRCUS CIRCUS HOTEL AND CASINO - LAS VEGAS (hereinafter, called the "Employer"), and the LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS, for and on behalf of the CULINARY WORKERS UNION, LOCAL NO. 226, and BARTENDERS UNION, LOCAL NO. 165 (hereinafter, called the "Union"), and is hereby attached to and made a part of the Collective Bargaining Agreement(s) between those parties.**

**The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employer's employees of their rights under Section 7 of the National Labor Relations Act and to avoid picketing and/or other economic action directed at the Employer in the event the Union decides to conduct an organizing campaign at any operation (at which the Union does not have representation rights) covered by Section 28.01 of the above-referenced agreements between the parties among employees employed in classifications listed in Exhibit 1 of such agreements.**

**The parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as the employees' exclusive bargaining representative for the purpose of collective bargaining with the Employer, or to refrain from such activity.**

**The Employer will take a positive approach to unionization of employees employed in classifications listed in Exhibit 1 of the agreements between the parties. It will advise such employees that it welcomes their selection of a collective bargaining agent. The Employer will not do any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by such employees of a collective bargaining agent, or preference for or opposition to any particular union as a bargaining agent.**

**The Union and its representatives will not coerce or threaten any employee of the Employer in an effort to obtain authorization cards.**

**If the Union provides written notice to the Employer of its intent to organize employees employed in classifications listed in Exhibit 1 of the agreements between the parties, the Employer shall not interfere with access on its premises to such employees by the Union to the extent such access is permitted by the Employer's lawful solicitation rules.**

**Within ten (10) days following receipt of such written notice of intent to organize employees employed in classifications listed in Exhibit 1 of the agreements between the parties, the Employer will furnish the Union with a complete list of such employees, including both full and part-time employees employed in classifications listed in Exhibit 1 of the agreements between the parties, showing their job classifications and departments. Within two (2) weeks thereafter, the Employer will furnish a second list of such employees to the Union, including the addresses of all employees unless an employee objects in writing to the disclosures of his or her name. Thereafter, the Employer will provide updated lists monthly.**

The Union may request recognition as the exclusive collective bargaining agent for the employees in the traditional bargaining unit represented by the Union in the hotel-casino industry in Las Vegas. A disinterested, neutral party mutually satisfactory to the Employer and the Union will be selected to conduct a review of employees authorization cards and membership information submitted by the Union in support of its claim to represent a majority of the employees in the unit. If a majority of employees within the unit has joined the Union or designated it as their exclusive collective bargaining representative, the Employer will recognize the Union as such representative of the employees and will extend to such employees this collective bargaining agreement between the Union and the Employer together with any amendments agreed to by the parties. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this agreement.

During the life of this Agreement, the Union will not engage in picketing or other economic activity at any operation covered by this Section, provided that if the Employer recognizes any union as the exclusive collective bargaining representative of employees in the unit, or any part thereof, traditionally represented by the Union, this paragraph shall terminate immediately and without notice.

The parties agree that any disputes over the interpretation or application of this Section shall be submitted to expedited arbitration in the manner provided in Subparagraph 3(b) of Section 21.03 of the agreements between the parties, with Gerald McKay of Hillsborough, California, or any other mutually acceptable person, as the arbitrator. The arbitrator shall have the authority to order the non-compliant party to comply with this Section. The parties hereto consent to the entry of any order of the arbitrator as the order or judgment of the United States District Court for the District of Nevada, without notice or entry of findings of fact and conclusions of law.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands this 31ST day of MAY, 2000, in Clark County, State of Nevada.

EMPLOYER - MANDALAY RESORT GROUP  
dba CIRCUS CIRCUS HOTEL AND  
CASINO - LAS VEGAS

LOCAL JOINT EXECUTIVE BOARD  
OF LAS VEGAS

BY: [Signature]  
ITS: CHAIRMAN OF THE BOARD - CEO/COO

BY: [Signature]  
ITS: President

BY: [Signature]  
Secretary-Treasurer