

**TENTATIVE AGREEMENT**  
**MGM YONKERS, INC d/b/a Empire City Casino**  
**and CWA Local 1105/01**

AGREEMENT made as of the \_\_\_\_\_, 2019 by and between MGM YONKERS, Inc d/b/a Empire City Casino at 810 Central Ave., Yonkers, New York, hereinafter referred to as the "Employer" and LOCAL UNION No. 1105/01 of the Communication Workers of America, AFL/CIO hereinafter referred to as the "Union", for and in behalf of said Union and on behalf of the Employees now employed and by the Employer during the term of this Agreement, and hereinafter referred to as the "Employee":

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE ONE**  
**Recognition and Definitions**

1.1 - The Employer recognizes the Union as the sole and exclusive collective bargaining agent and representative of all full-time and part-time VGM Attendants (Slot Attendants) and Promotions Booth Representatives (M-Life Representatives) employees employed by the Employer at the MGM Yonkers d/b/a Empire City Casino located at 810 Yonkers Avenue, Yonkers, New York , 10704. (the "Bargaining Unit"). Whenever the words "Employee" or "employees" appear in this Agreement, the words shall mean only the VGM Attendants (Slot Attendants) and Promotions Booth Representatives (M-Life Representatives) included in the Bargaining Unit.

1.2 – Excluded from the bargaining unit are persons who are employed by other employers; persons employed by the Company as office clerks; professional employees; technical employees; dispatch leads; and supervisors and managers as defined by the National Labor Relations Act, as amended. The Parties further agree that nothing herein shall be construed to extend recognition to persons employed by the Employer in any other job classification at any other locations, or any subsequently acquired property not represented by the Union.

1.3 – Gender. In this agreement, Whenever the context so requires, the masculine gender includes the feminine.

**ARTICLE TWO**  
**Union Membership**

2.1 - An Employee who is not a member of the Union at the time this Agreement becomes effective shall as a condition of employment become a member of the Union no later than the 31<sup>st</sup> calendar day following the date of their employment or ten (10) days after the effective date of this Agreement, and shall thereafter remain members in good standing by paying an initiation fee and membership dues or in the alternative, by tendering to the Union financial core fees and dues.

2.2 - As permitted by law, in the event the Union requests the discharge of an Employee for failure to comply with the provisions of this Article, it shall serve written notice on the Company requesting that the Employee be discharged effective no sooner than fourteen (14) calendar days of the date of that notice. The notice shall contain the reasons for the requested discharge. In the event the Union subsequently determines that the Employee has remedied the default prior to the discharge date, the Union will notify the Company and the Employee immediately and the Company will not be required to discharge that Employee. If the requested discharge action is taken prior to such notification, the Union recognizes that due to NYSGC requirements the Employee's reinstatement

may be delayed. No request to discharge an Employee pursuant to this Section shall be made by the Union or honored by the Employer if precluded by the provisions of Section 2.4 below.

2.3 - The Union shall indemnify and save the Employer harmless against any and all claims, demands or other forms of liability which may arise out of, or by reason of, any action taken or not taken by the Employer, in accordance with the provisions of Section 2.2 of this Article.

2.4 – No Employee shall be required, as a condition of employment, to comply with Section 2.1 above, to pay money to the Union, or to become a member of, or continue membership in the Union, if such requirement is prohibited by state or federal law.

### **ARTICLE THREE** **Dues Check Off**

3.1 - The Company will deduct initiation fees, union dues and financial core fees from the wages of Employees who voluntarily authorize the Company to do so on a properly executed payroll deduction card or form. Such deductions shall be made weekly, or the first pay received in that in which the Employee has sufficient net earnings to cover the Union membership dues or payments. The funds deducted shall be remitted to the Union no later than the 20<sup>th</sup> day of the month after the month in which such sums were deducted by the Employer along with a list showing the name, address, date of hire, hourly rate, dues or service fee paid for whom deductions were made, and employees who have been terminated or placed on leave of absence.

3.2 – The Union will promptly furnish to the Company a written schedule of Union Dues, initiation fees and financial core fees. The Union further agrees to save the Company harmless from any legal actions before a court, the National Labor Relations Board (NLRB) or any other body asserting or having jurisdiction against the Company growing out of deductions that are or were made in accordance with the procedures defined in this Article if such legal actions are instituted by any Employee covered by this Agreement, or his representative, and the Union further agrees to reimburse the Company for any financial payment adjusted by a court, the NLRB, or any other body asserting or having jurisdiction against the Company as well as reasonable costs and expenses involved in defense of any such actions as set forth in this paragraph. Both parties mutually agreed to discuss any additional financial liabilities associate with said matter.

3.3 - The Employer agrees to furnish the Secretary of the Local a Roster of all Local 1105/01 Bargaining Unit employees' names, addresses, social security numbers, dates of employment, and rates of pay, current weekly dues and job classifications. This list is to be submitted quarterly.

3.4 – If any change in the cost of initiation fees, union dues or financial core fees is made by the Union during the term of this Agreement, the Union will give written notice of such to the Company.

### **ARTICLE FOUR** **Non-Discrimination**

4.1 - Discrimination Prohibited. There shall be no discrimination by the Employer or the Union against any Employee based on membership or activity on behalf of the Union, provided that an Employee's Union activities shall not interfere with the performance of his/her work or the work of other Employees. There shall be no discrimination against any Employee by the Employer or the Union based on race, color, religion, sex, age, disability, national origin, sexual orientation, or protected activities arising under the National Labor Relations Act.

**ARTICLE FIVE**  
**Guest Service Program**

5.1 - The parties acknowledge that providing guests with the ultimate in customer service and entertainment is an essential element in attracting patrons and causing guests to return time after time and to that end MGM Resorts and all of its hotel/casinos have implemented a customer service initiative known as the Guest Service Program designed to provide premier service to guests and establish in their minds that MGM Resorts as a brand means great guest service and entertainment.

5.2 - The Employer has implemented the Guest Service Program and its customer service standards by which all Employees are required to adhere in providing MGM guests a premier entertainment experience as well as in creating an internal environment of collegiality and collaboration.

5.3 – The parties agree that the Employer has a right to establish standards for guest service program, In accordance with the Employer’s Policy and Procedure.

5.4- The parties agree that the Employer has trained incumbent Employees and will train future Employees on how to provide premier guest service in accordance with the Guest Service Program standards, and/or any successor customer service program implemented by the Employer.

5.5 - Discipline administered under this Article is subject to the grievance and arbitration provisions of the Agreement.

**ARTICLE SIX**  
**Union Status and Rights**

6.1 - Stewards: The Union will notify the Employer in writing of the elected officers and a reasonable number of stewards (and their alternates in case of the absence of a Union representative authorized to administer this Agreement on behalf of the Union) and the Employer shall recognize no others. The Union will appoint Chief Stewards to be the point person when needed to address the Employer.

6.2 Access: An authorized non-employee Union representative shall have access to the Employer’s job site to ascertain whether conditions of this Agreement are being observed, provided there is no interruption of service to the Employer’s activities, pursuant to reasonable rules and regulations issued by the Employer and furnished to the Union.

6.3 - Administration: Those described in Sections 6.1 and 6.2 above shall be permitted to transact Union business directly related to the administration of the Agreement on the Employer’s job sites and at times and places which shall not interfere with nor interrupt the Employer’s activities nor any employee’s performance of employment duties or responsibilities (whether or not that employee is covered by this Agreement).

6.4 – All stewards shall receive their basic hourly rate for time spent investigating and processing grievances during their regularly scheduled working hours on the Employer’s premises. It is agreed that such time be limited to necessary and reasonable amount and that the Employer and the Union shall jointly investigate any cases where it appears that a Steward is taking an unreasonable amount of time.

6.5 - MGM Yonkers - will pay Shop Stewards who attend grievance hearings during work hours and they must be scheduled to avoid overtime.

**ARTICLE SEVEN**  
**Gaming Licenses**

7.1 – Pursuant to the laws, rules and regulations of the New York State Gaming Commission ("NYSGC") , and other applicable federal, state, and local authorities, Employees are required to satisfy certain license requirements as a condition of employment. A failure to obtain and/or maintain said license, regardless of the reason, shall be grounds for immediate suspension. The employee will have up to thirty (30) days to rectify the matter that led to suspension. If the employee fails to do so, the employee will be terminated for failing to maintain a valid Gaming Commission license.

7.2 – Reinstatement of License After Termination. If within thirty (30) days following termination or forfeiture of the Employee's license, the NYSGC reverses its decision and reinstates the Employee's license, the Employer will reassign the Employee to his/her former position, if available. The Employee will be credited with seniority accrued while separated but will not be entitled to back pay.

**ARTICLE EIGHT**  
**Management Rights**

8.1– The Parties agree that the Employer has the right to manage, direct, plan and control its business and its operations, including matters that are not covered by this Agreement. These rights include, but are not limited to: the right to establish performance standards, productivity levels, and other work rules; to determine the duties of Employees within their job classification and to direct the working force; to create, adjust, and abolish work shifts or performance standards; to determine hours of work, including shift start and end times; to assign or reassign job duties; to determine the means, methods, and schedules of operations; to schedule, assign, promote, layoff, recall employees; to increase, decrease, or change staffing and/or the size of the work force; to hire, reprimand, suspend or discharge employees for just cause; to require drug or alcohol testing in accordance with provisions of this Agreement; to make technological changes, or to install or remove any equipment, regardless of whether any of the foregoing or any other such actions cause reductions in the work force, or whether such action requires an assignment of additional, or fewer, or different duties, or causes the elimination or addition of positions; to either temporarily or permanently close all or any portion of its facilities or work and/or relocate such facilities or work. All the foregoing rights are reserved to the Employer so long as the exercise of those rights does not conflict with the express terms of this Agreement.

8.2– Work Rules. The Employer may establish reasonable work rules and regulations, not inconsistent with this Agreement, to govern any term and condition of employment of the bargaining unit. In addition, the Employer may amend, modify, add to, subtract from, and/or substitute its existing work rules and policies and implement new work rules during the term of this Agreement. The Employer shall provide the Union written notice of any material amendment or modification to any existing rule or regulation, and any proposed new rule or regulation, no less than forty-five (45) days in advance of its implementation, except in exigent circumstances where such notice may be less. Upon the Union's request, the Parties shall meet and discuss. The Employer may implement the new or modified rules in the event that such discussions have not concluded, and/or issues or objections are unresolved, unless the Parties agree to extend the date for implementation. The Union may challenge the new or revised work rule pursuant to the Grievance and Arbitration provisions of this Agreement on the basis that the work rule is unreasonable.

8.3 -\_Management will not perform bargaining unit work except for the purpose of training unit members and emergency situations.

8.4 –Subcontracting. During the term of the Agreement, the Employer agrees that it will not subcontract work out within the VGM and Promotion Department without prior agreement with the union.

**ARTICLE NINE**  
**Grievance Procedure with Arbitration**

9.1 - A grievance is a dispute involving the interpretation or application of any provision of this Agreement or a claimed notation, misinterpretation or misapplication of the written rules or written regulations, existing written policy or written or verbal orders of the Employer affecting terms and conditions of employment. A claimed assignment of employees to duties substantially different from those stated in their job specifications; and a claimed wrongful disciplinary action taken against an employee.

9.2 -The grievance procedure and where applicable the arbitration procedure as contained in this agreement shall be the sole and exclusive means to be used by any employee or group of employees or by either the Employer and its representatives or by the Union, its Locals, and representatives for adjusting and settling any question or issue except as otherwise required by applicable law.

All Grievances shall be presented and reviewed in accordance with the Steps outlined below:

Step 1.

Grievances shall be presented to the Department Director having authority in the matter within fifteen (15) days when the employee or employer knew or should have known of the grievable action or event. Within twenty (20) days following notification of management, the grievance shall be reviewed at a meeting of not more than two (2) Union and two (2) Employer representatives. Within seven (7) days after the meeting is completed, an answer shall be given to the party who presented the grievance.

Step 2.

If not satisfactorily disposed of at Step 1, the grievance may be appealed in writing within twenty (20) days after the answer in Step 1 has been given. Such appeal shall be reviewed at a meeting of not more than three (3) appropriate Union representatives and not more than three (3) representatives of management, one of whom shall be the Director of Human Resources or his/her designee. The meeting shall be held within twenty (20) days following filing of the appeal.

Within seven (7) days after the meeting is completed, a written answer shall be given to the party filing the appeal.

Step 3.

If grievance is not settled at Step 2, the grievance may be appealed in writing within twenty (20) days after the answer in Step 2 has been given. Such appeal shall be reviewed at a meeting of not more than three (3) Union and three (3) Employer representatives, one of whom shall be the General Manager or his authorized representative. The meeting shall be held within twenty (20) days following receipt of appeal. Within seven (7) days after the meeting is completed, a written answer shall be given to the party filing the appeal.

9.3 - If at either Step 1 or 2, the grievance meeting is not held or a reply is not given within the time limits because of an Employer delay, the Union may appeal the grievance to the next higher step.

9.4 - When mutually-agreeable to the Union and the Employer, the time limits at each step of the grievance procedure and any steps of the grievance procedure itself may be waived or changed. Grievances regarding termination Step 1 will be omitted and shall proceed directly to Step 2.

9.5 - After exhausting each of the above steps, if the grievance is not resolved, the matter may be submitted to binding arbitration by either the Employer or the Union within ninety (90) calendar days of receipt of the decision provided for above in this Article. Such submission shall be in accordance with the Labor Arbitration Rules of the American Arbitration Association.

9.6 - The Arbitrator shall be chosen from the American Arbitration Association as per AAA rules.

The Arbitrator shall have no power to add to, subtract from or modify any term of this Agreement, nor to hear any grievance not processed through all steps of the grievance procedure in strict accordance with all time limits unless otherwise agreed to by all parties.

The expense of any arbitration proceeding shall be shared equally by the Employer and the Union, except that each party shall bear the costs for its own legal representation and witnesses.

## **ARTICLE TEN** **Discipline and Discharge**

10.1 - Within the first ninety (90) days of employment, the Employer may discipline or discharge an employee at will. Unless both parties mutually agreed upon the additional 30 days probationary extension. Any such discipline or discharge will immediately proceed to Step 2 of the grievance procedure at the Human Resources level, within twenty (20) days of the occurrence, but may not be brought to arbitration.

10.2 - After an employee has completed ninety (90) days of employment, discipline and discharge shall be for just cause only. The Union has the right to grieve any discharge after ninety (90) days that it believes is not for just cause. Unless both parties mutually agreed upon the additional 30 days probationary extension.

### Progressive Disciplines Steps

- Verbal Warning
- Written Warning
- Final Written Warning
- Discharge

10.3. - Discipline While on Leave. The parties will approach the disciplinary process in a professional manner. No Employee shall be discharged while on paid time off, days off or on a leave of absence, except that an employee who requests leave of absence after being notified that he/she is being placed on administrative suspension may be notified of discharge at any time while on leave of absence.

### 10.4 - Disciplinary Notices.

(a) When an Employee is disciplined and/or discharged, the reason(s) shall be given to the Employee in writing. All discipline and/or discharge shall contain the specific conduct or offense deemed by the Employer to constitute just cause for the discipline and/or discharge. Upon request by the Union, legible copies of all documents relevant to disciplines or discharge shall be provided to the Union, within ten (10) business days of such request.

(b) If, after an investigation the Employer determines that discipline is warranted, disciplinary notices may be issued to Employees electronically.

(c) Any disciplinary action issued shall become null and void twelve (12) months after the date of discipline. Discipline which is null and void may not be used as a basis for further discipline.

(d) The Employee's records in the Employer's Human Resources information system (currently "Workday") shall be the official Employee personnel file ("Workday File") which is accessible to Employees at any time. Copies of all discipline or corrective actions shall be maintained in the Employee's Workday File.

10.5 - Union Representation - Upon the Employee's request, a Union Steward or Union Representative shall be present at an interview, investigation or meeting regarding disciplinary action

10.6 - Administrative Suspension. The Employer may suspend Employees pending investigation. The first five (5) scheduled days of such suspension shall be without pay. If the Employee is exonerated as a result of the investigation, the Employee shall be made whole for the time on administrative suspension. However, if an Employee who has been notified that they are being suspended pending investigation subsequently takes sick leave or some other leave of absence protected by law, the suspension may be deferred until after the leave period ends. In addition, where an investigation is prolonged based on the Employee's refusal to comply therewith, the suspension without pay period shall be extended until the conclusion of the investigation. If the company fails to reach a decision after five scheduled days, they would pay employee until a decision is made, (excluding loss of New York Gaming License).

## **ARTICLE ELEVEN** **Seniority**

11.1

- A. Seniority is defined as the length of an employee's continuous Service with the Employer, as measured from the date he was last hired by the Employer (hereinafter defined as "Companywide Seniority").
- B. Recalls from temporary layoffs do not apply as last day hired.
- C. Seniority shall determine the selection of vacations and shifts.
- D. Lay-offs will be in reverse seniority by department based upon Companywide Seniority.
- E. Lottery license numbers shall prevail in cases where employees hire dates are the same.

## **ARTICLE TWELVE** **No Strike – Lockout**

12.1 – During the term of this Agreement, the Employer and the Union agree that the Grievance and the Arbitration process set forth in the Agreement shall be the sole and exclusive means of settling all grievances arising under the Agreement and further, that administrative and judicial remedies and procedures provided by law shall be the sole and exclusive means of settling all other disputes between the Union and the Employer. Accordingly, neither the Union nor any employee in the bargaining unit covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike, slowdown, sickout, interference or concerted stoppage of work.

12.2 – In the event that any employee in the bargaining unit covered by this Agreement shall, during its term engage in any of the activities herein prohibited, the Union agrees, upon being notified by the Employer, immediately to direct such employees to cease activity and resume work immediately.

12.3 – The Employer agrees that it will not cause or direct any lockout of bargaining unit employees during the term of the Agreement.



**ARTICLE THIRTEEN**  
**Hours of Work and Overtime**

13.1 - Full-time Employees are Employees who are normally scheduled to work thirty (30) per week to forty (40) hours per week. The normal workweek shall be five (5) days. The normal workday for full-time employees shall be nine (9) hours per scheduled shift with (8) hours paid for work.

13.2 - Part-time Employees are Employees who are normally scheduled to work fewer than thirty (30) hours per week and/or who are called in to work as needed by the Employer. The scheduled hours for part-time employees are not to be less than four hours for any one (1) day.

13.3 – Department may periodically conduct shift rebids based on seniority.

**OVERTIME**

13.4 - Overtime. (a) Employees who work in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1.5x) the Employee's regular straight time rate of pay. No Employee shall receive overtime pay unless such overtime has been authorized by the Employer.

(a) The Employer will give Employees who are expected to work overtime as much advance notice as is possible under the circumstances then prevailing.

(b) Both the Employer and the Union recognize that overtime may be required on occasion. Should overtime be required in any workday or work week it shall first be offered within the classification required by the Employer to perform the overtime, utilizing the principle of seniority within that shift. Should all the employees within that shift decline the offer of overtime, the employer has the right to require employees to work overtime utilizing the principle of reverse Companywide Seniority within the shift and classification required by the Employer to perform the overtime. Overtime which is scheduled in advance will be offered to Employees in order of seniority.

(c) In the absence of a sufficient number of volunteers or where senior Employees decline the offer of overtime, Employees shall be required to accept overtime work in reverse order of seniority. An Employee who refuses required overtime ("mandatory") may be subject to disciplinary action.

13.5 - Any employee called into work outside of their normal shift will be paid for minimum of four (4) hours

13.6 - Prohibition Against Pyramiding Premium Pay. There shall be no pyramiding of premium pay under any of the terms of this Agreement, that is, no type of premium pay shall be combined with or paid on top of any other type of premium pay for the same hours worked.

13.7 – Night Differential – Any hours worked between 8pm – 6am will receive a \$1.00 differential.

13.8 - No Split Shifts will be scheduled unless otherwise agreed to with the employee.

**ARTICLE FOURTEEN**  
**Vacation**

14.1 - Vacation time will depend on length of time with MGM Yonkers Empire City Casino. All full-time employees will be granted vacation time in January of each calendar year, according to the following:

NOTE: Vacation time cannot be used until after completing at least one (1) year of service

Consecutive Time Worked \

Maximum Days Available

- 1 Year Two (2) Weeks (10 day)
- 5 Years Three (3) Weeks (15 days)
- 10 Years Four (4) Weeks (20 days)
- 20 Years Five (5) Weeks (25 days)

Unused vacation time will not carry over year-to-year.

Upon separation from employment after one (1) or more years, employees will receive the unused vacation time.

Employees must request vacation time at least two (2) weeks in advance.

The Department Management team has the discretion to approve or deny based on business needs during the vacation bidding process.

Vacation schedules will be prepared at least one (1) year in advance prior to Thanksgiving each year. These schedules will include blackout dates. Employees will be given the opportunity to bid on vacation time in days or weeks during this time period.

Departments will also provide additional vacation time periods which employees may bid on by seniority every quarter.

Holidays and/or weekend time off will also be posted and bid upon by seniority.

(Slot Attendants Only)- The base rate and toke rate will be used to compute vacation days.

14.2 - Part-time employees will be granted paid vacation days after two (2) years of continuous service. Above mentioned conditions apply.

Consecutive time worked  
Maximum days available

- 1 year Two (2) days
- 2 years Three (3) days
- 5 years Four (4) days
- 10 years Seven (7) days
- 20 Years Twelve (12) days

**ARTICLE FIFTEEN**  
**Holidays**

15.1 - The following represents the list of holidays MGM Yonkers Empire City Casino will recognize each year.

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

All employees are eligible from the start of their employment.

Holiday pay for union, full time employees not scheduled to work the holiday will be eight (8) hours at the employee's straight time rate (Holiday Benefit Hours).

Hourly full-time employees who work the holiday will receive Holiday Benefit Pay plus time and one-half (1.5) for hours worked on the holiday.

Part-time employees will be paid time and one-half (1.5) for hours worked on the holiday. However, these employees will not receive the Holiday Benefit Pay on any holiday, unless they have 2 years of service.

Employees who call out the day before, the day of or the day after the holiday will forfeit holiday benefit pay.

In the event the holiday falls on a full-time employee's regularly scheduled day off, the employee will be paid holiday benefit pay for the day.

(Slot Attendants Only)- The base rate and toke rate will be used to compute holidays.

## **ARTICLE SIXTEEN**

### **Bereavement**

16.1 - When a death occurs in an employee's family, full-time employees shall be given four (4) working days off with pay at their regular straight time hourly rate. Family shall include spouse, domestic partner, parent, child, mother-in-law, father-in-law, grandparents, grandchildren, current foster child, sister, brother, sister-in-law, brother-in-law, son-in-law and daughter-in-law. The employee can be required, by the Employer, to submit required proof upon returning to work.

16.2 Part-time employees will be eligible for two (2) working day off with pay at their regular rate of pay. All other conditions apply.

16.3 (Slot Attendants Only) - The base rate and toke rate will be used to compute bereavement days).

## **ARTICLE SEVENTEEN**

### **Personal Days/Sick Days**

17.1 - All full-time employees are entitled to six (6) Personal Days with pay and one (1) unpaid personal day, per year after ninety (90) days of employment. Unused Personal Days may not be carried over or paid out at termination or years end.

17.2 -Part-time employees are entitled to one (1) paid Personal Day after ninety (90) days of service per year. After 2 years of service Part-time employees will receive two (2) personal days.

17.3 – Full-time employees will receive seven (7) paid sick days per calendar year awarded at the beginning of the calendar year. These sick days maybe used after ninety (90) days of service. After three (3) years of service the employee will receive eight (8) paid sick days and after five (5) years of service receive nine (9) paid sick days.

17.4 - Employees may elect to carry over up to fifteen (15) paid sick days from one year to the next. Any remaining unused sick days will be paid out on an annual basis by the second week in December.

17.5 - Part-time employees are entitled to one (1) paid sick Day after one (1) year of service. After 2 years of service the employee will receive two (2) paid sick day, after five (5) years of service the employee will receive three (3) paid sick days, or in compliance with applicable law.

17.6 - (Slot Attendants Only) - The base rate and toke rate will be used to compute personal and sick days).

**ARTICLE EIGHTEEN**  
**Military Leave & Jury Duty**

18.1 - The Company will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §4301 et seq. ("USERRA"). Leave taken under USERRA shall be unpaid, provided that, an Employee may elect to use any accrued paid time off in lieu of unpaid military leave. Employer will pay difference between their gross military pay and their normal regular weekly earnings for up to sixty (60) days. Military orders must be provided.

18.2 - Jury Duty: The Employer hereby agrees to abide by the New York State Law pertaining to jury duty. Employees who receive Jury Duty pay from New York State or the Federal court system must turn this check into their department who will forward to the Finance Department. Employees will receive their normal weekly pay during this time period.

18.3 (Slot Attendants Only)- The base rate and token rate will be used to compute jury duty pay).

**ARTICLE NINETEEN**  
**Uniforms and Meals**

19.1 - The Employer shall provide full-time employees three (3) pants, five (5) shirts and Part-time employees two (2) pants and three (3) shirts. Employee shall maintain and launder uniforms.

19.2 - Each employee will get a sixty (60) minute meal break of which thirty (30) minutes will be paid and one (1) paid fifteen (15) minute break. The employer will not deduct more than thirty (30) minutes for the employee's break each nine (9) hour work day.

19.3 - Employees may leave the property for their sixty (60) minute break if out of uniform, by taking off their badge, name tag and returning their keys and Employer-issued wallets (where applicable). Paid meal breaks will not count towards overtime. All employees must clock out on their meal break.

**ARTICLE TWENTY**  
**Definition of Employees**

20.1 - Full-time Employees are defined as employees who work thirty (30) or more hours per week on a regular basis.

Part-time employees are defined as those employees who work less than thirty (30) hours per week on a regular basis. Twelve (12) consecutive weeks is considered a regular basis. The Employer will monitor these hours and when necessary convert employees to the appropriate status based on the average hours worked during this period. Employees or the Union may request the Employer to review the hours worked for an employee for benefit purposes.

20.2 – Probationary Period: The first ninety (90) days of employment shall be considered a probationary period and the Employer reserves the right to terminate probationary employees, with or without cause, and such action shall not be subject to the Grievance and Arbitration provision contained herein. In addition, upon mutual agreement by the Company and Union, the Employees probationary period may be extended an additional thirty (30) days.

**ARTICLE TWENTY-ONE**  
**Wages**

21.1 -WAGES: The schedule of wage increase for the term of the agreement shall be as follows: SEE APPENDIX A

**ARTICLE TWENTY-TWO**  
**Successorship Clause**

22.1 – The provisions of this agreement and the rights and benefits provided herein shall be binding upon any successor or assignee of the Employer or the Union.

**ARTICLE TWENTY-THREE**  
**Union Bulletin Boards**

23.1 - A suitable bulletin board or bulletin board space shall be provided at the Employer's premises for the Union's specific use. The information included on this board must relate directly to union member information including benefits, union announcements, meetings and union events or similar information.

**ARTICLE TWENTY-FOUR**  
**Union Leave of Absence**

24.1. To the extent that the Employer determines that the requirements of the service, permit employees who are authorized representatives of the Union will be excused without pay for up to one (1) week per year provided the department can approve, based on business demands at the request of an authorized official of the Union. These requests must be approved in advance by the Department Director or his/her designee.

**ARTICLE-TWENTY-FIVE**  
**Health and Safety**

25.1 - The Employer shall provide a safe and healthy environment for the performance of work and shall operate its facilities consistent with all federal and state/provincial health and safety regulations. The Employer shall not discriminate or retaliate against any employee who fails or refuses to work due to an unsafe or unhealthy working condition as reasonably determined by the Employer.

**25.2 Joint Safety Committee**

The Employer will meet with the Union up to three (3) times per year to discuss accidents, safety and security issues. The committee will consist of two (2) Employer and two (2) Union Representatives

**ARTICLE-TWENTY-SIX**  
**Training and Education**  
**and Job Descriptions**

26.1 - All CWA Local 1105/01 employees will be trained on any new equipment that replaces anything that we presently work on and/or as required in the performance of their job duty.

26.2 - Whenever the Employer determines it appropriate to create a new title in the bargaining unit, or restructure or redefine an existing one the Employer will notify the Union of any such additions or of substantial changes in the work assignment. The Union will have fifteen (15) days from receipt of notice from the Employer to initiate negotiations concerning wage rates.

**ARTICLE-TWENTY-SEVEN**  
**Locker Room Facilities and Lunch/Break Room**

27.1 - The Employer will provide and maintain break and lunch room facilities as well as adequate lockers. The Employer will also provide a microwave.



**ARTICLE TWENTY-EIGHT**  
**Layoff and Recall**

28.1 If layoffs become necessary, they will be done in order of reverse seniority within the department by Companywide Seniority.

28.2 In rehiring after a layoff, only two (2) attempts will be made by the Employer to contact the laid-off employee to offer his/her re-employment before hiring off the street. If no response to recall after two (2) attempts, the Union would get one (1) attempt and forty-eight (48) hours to reach a laid off employee after receiving notice of the first two (2) unsuccessful attempts at contacting the employee.

28.3 Lottery license numbers shall prevail in cases where employees hire dates are the same.

**ARTICLE TWENTY-NINE**  
**Health and Welfare & 401 (K) Plan**

**Health and Welfare.**

29.1 - The Employer agrees to offer all full-time employees covered by this agreement the same health, dental and supplemental insurance programs at the same employee contributions as it offers to the other non-union employees at the employers facility. Part time employees are not eligible for medical insurance

**401 (K) Plan.**

29.2 - Employees who complete ninety (90) days of service and meet the 401K plan provisions may participate in the Employer sponsored 401K retirement plan and receive the plans matching contribution.

The Company retains the right to change the carriers and/or the benefits provided by its health and 401 (k) benefit plans: change the amount of employee contributions towards the premiums, provided such changes do not result in significant changes in benefit coverage, and employer matching contributions. Prior to the implementation of any changes in the Company's health benefits and 401 (k) programs and changes in Employee contributions, the Employer shall notify the Union.

**ARTICLE – THIRTY**  
**Technological Changes**

30.1- Need for Continuous Improvement and Technological Change. The parties recognize that the Employer must remain competitive and profitable as the only assurance that the benefits of the collective bargaining agreement will continue to be realized by bargaining unit Employees. The parties further recognize that the achievement and maintenance of this goal requires continuous action by the Employer to adapt to the changing preferences of its guests, and to improve its services, facilities and its position in the market. Thus, the Employer may introduce and implement technological change, new processes, new operational models or new ways of conducting operations (“Continuous Improvement Initiatives”) in an effort to achieve its goal.

30.2- Definition of Technological Change. Technological change includes, but is not limited to the use of machines (including by way of example only, computers, robots, handheld devices, and tablets), automation, software, systems, programs, applications or other scientific advancements to replace or substitute for, improve, alter, increase or decrease, or evolve the type or manner of work performed by employees in the Employer’s workplace.

30.3- Effects of Continuous Improvement Initiatives. The Parties understand and agree that implementation of Continuous Improvement Initiatives may: a) result in the elimination of jobs or job functions and the lay-off of employees in those jobs/functions; b) result in the combination or modification of jobs held by bargaining unit employees; However, this Article is not intended to be used to precipitate or drive the movement of bargaining unit work out of the unit unrelated to the implementation of a Continuous Improvement Initiative.

30.4 - Prior to implementation of a Continuous Improvement Initiative, the Employer will provide at least forty-five (45) days’ notice of planned changes associated with the initiative. Upon request of the Union the Employer will meet with the Union and discuss the anticipated effects of the change on the bargaining unit. However, such discussions will not delay the implementation of the Continuous Improvement Initiative. If employees in the bargaining unit are required to use new technology, the Employer will train such employees on such technology.

30.5 – If such technology change causes an increase in the scope of the job function the union has the right to bargain the effects of such technology change.

**ARTICLE THIRTY-ONE**  
**Drug and Alcohol Policy**

31.1\_ Section 1- The Employer and the Union agree that drug and alcohol use in the workplace will not be tolerated and the parties agree that the Employer shall have the right to test any Employee for drug and alcohol usage subject to the following conditions:

- (a) All Employees will be subjected to drug and/or alcohol testing, at the discretion of the Employer, under the following circumstances:
  - 1. If the Employer has reasonable cause/suspicion to believe the Employee is under the influence of drugs or alcohol.
  - 2. Testing may also occur following accidents if: (a) based upon the circumstances of the accident, the Employer reasonably believes that the Employee's behavior or conduct contributed to the accident and the accident caused property damage or personal injury; or (b) if reasonable cause exists to believe that the Employee was under the influence of alcohol or a controlled substance at the time of the accident.

31.2 - In the event of a positive test, all employees, covered by this agreement will be eligible to enter a drug/alcohol rehabilitation program as part of a Last Chance Agreement (LCA) with the employer. The LCA shall require the employee to enroll in a program within a defined period, attend sessions as defined by the program sponsor, provide necessary confirmation documentation when required and present documentation confirming completion of the program. After successful completion of the program, employees shall comply with the Employers Drug Free Workplace Policy. Employees who refuse to test or fail to complete designated program or provide certification when required, will be subject to termination.

31.3 - The general procedure utilized for testing for the presence and/or use of alcohol or drugs will be a urine sample.

31.4 -The Employer shall bear the cost of any drug and/or alcohol test required under this Article. The Employee shall be paid for time spent at the testing facility.

**ARTICLE THIRTY-TWO**  
**MISCELLANEOUS**

**32.1 - CREDIT UNION**

AFFINITY will be an option for direct deposit for employees.

**32.2 INSPECTION OF EMPLOYEE RECORDS**

Once a year, an employee may inspect the appraisals of his/her performance as an employee or the entries in his or her personal record.

All Employees will be required to make an appointment to review their records. All documents should remain in the file. Disciplinary documents, that exceed the 12 month rolling time frame, will remain in the file but will not be considered in current disciplinary action.

**32.3 - INTRODUCTION OF NEW EMPLOYEES**

All new employees will be introduced to their CWA Local 1105 Chief Stewards and/or Shop Stewards during the first week of their employment during their training sessions. The meeting should not exceed a reasonable amount of time.

**32.4 - ROTATION OF WORKSTATIONS** - See the Attached Letter of Agreement. – Side Letter#1 & Side Letter#2

**32.5 ABSENCE PLAN.**

Employees will follow the MGM Yonkers, Inc d/b/a Empire City Casino Absenteeism and Lateness Policy.

However, Employees will be considered late If they report at least seven (7) minutes after the start of their shift.

**ARTICLE THIRTY -THREE**  
**TERM OF AGREEMENT**

33.1 - Term of Agreement. Except as specifically otherwise provided for herein, this Agreement shall become effective on October 1, 2019 and shall continue in full force and effect through September 30, 2025, and from year to year thereafter unless either party hereto shall notify the other, in writing, by certified mail, not less than sixty (60) days prior to the termination date, of a desire to terminate, modify or amend this Agreement. In the event that neither party gives such sixty (60) day notice as specified above, the entire Agreement shall automatically be renewed for the succeeding twelve (12) month period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative

**FOR THE COMPANY**  
MGM YONKERS, INC,  
d/b/a Empire City Casino

**FOR THE UNION**  
CWA LOCAL 1105/01

\_\_\_\_\_  
Ed Domingo President & COO      Date  
MGM Yonkers, Inc, d/b/a Empire City Casino

\_\_\_\_\_  
Richard Morrison International Staff Rep      Date

**APPENDIX "A"**  
**ARTICLE TWENTY-ONE**  
**Wages**

The following job classifications and corresponding minimum wage rates are hereby established and shall be effective for the term of this Agreement. Annual increases in hourly wage rates, if any, shall be effective the second payroll period beginning in October.

All full-time employees shall receive the following wage rates:

**PROMOTIONS BOOTH ONLY:**

**A. WAGES**

Promotions Booth Representative (M-Life Rewards Representative)	10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024
	\$24.00	\$26.00	\$29.00	\$30.00	\$32.00	\$34.00

**B. New Hire Rates:**

10/1/2019 through 10/1/2022

New Hire	\$19.00
2nd Year Anniversary	\$20.00
3rd Year Anniversary	\$21.00
4th Year Anniversary	Top Rate of Pay

10/1/2022 through Contract End Date

New Hire	\$20.00
2nd Year Anniversary	\$23.00
3rd Year Anniversary	\$26.00
4th Year Anniversary	Top Rate of Pay

**(All employees will reach top rate of pay after 4 years).**

Where applicable, Employees who work in a lower classification than their own shall be paid at the rate of the higher classification. Employees who work in a higher classification than their own, shall be paid at the rate of the higher classification.

**VIDEO GAME ATTENDANTS (SLOT ATTENDANTS) ONLY:**

**A. WAGES**

Video Game Attendant (Slot Attendant) Base Rate	10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024
	\$24.00	\$25.00	\$27.00	\$28.00	\$29.00	\$30.00

**B. New Hire Rates:**

10/1/2019 through 10/1/2020

New Hire	\$19.00
2 <sup>nd</sup> Year Anniversary	\$20.00
3 <sup>rd</sup> Year Anniversary	\$21.00
4 <sup>th</sup> Year Anniversary	Top Rate of Pay

10/1/2020 through 10/1/2022

New Hire	\$19.00+TOKES
2 <sup>nd</sup> Year Anniversary	\$20.00+TOKES
3 <sup>rd</sup> Year Anniversary	\$21.00+TOKES
4 <sup>th</sup> Year Anniversary	Top Rate of Pay

10/1/2022 through the End of Contract

New Hire	\$20.00+TOKES
2 <sup>nd</sup> Year Anniversary	\$22.00+TOKES
3 <sup>rd</sup> Year Anniversary	\$24.00+TOKES
4 <sup>th</sup> Year Anniversary	Top Rate of Pay

**(All employees will reach top rate of pay after 4 years).**

Where applicable, Employees who work in a lower classification than their own shall be paid at the rate of the higher classification. Employees who work in a higher classification than their own, shall be paid at the rate of the higher classification.

**C. Supplemental Toke Distribution:**

1. Toke: All gratuities for Video Game Attendants shall be pooled into a “toke pool” and paid out in accordance with policy set forth.
2. Minimum Toke Rate: The minimum “toke rate” shall be no less than the following.

Video Game Attendant (Slot Attendant) Minimum Toke Rate	10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024
	\$0.00	\$2.00 per/hr	\$3.00 per/hr	\$3.00 per/hr	\$4.00 per/hr	\$5.00 per/hr

3. In the event the minimum toke rate is not met in any given week the company shall pay the difference up to the agreed upon table above.
4. If said employees fail to report tokes daily, they will be subject to immediate discipline and up to include discharge.
5. (Slot Attendants only). The basic rate and toke rate will be used to compute, holidays, vacation days, personal days, sick days. Jury duty and bereavement days.

**SIDE LETTER #1**

December 17, 2019

Richard Morrison  
CWA, Local 1105/01  
80 Pine Street 37<sup>th</sup> floor  
New York, NY 10005

Re: Side Letter to Collective Bargaining Agreement  
Between CWA, Local 1105/01 and MGM Yonkers,  
Inc d/b/a Empire City Casino

Dear Mr. Morrison:

This letter will serve as a side letter to the collective bargaining agreement, effective \_\_\_\_\_, 2019 ("CBA") between the Communication Workers of America, Local 1105/01 ("Local 1105/01"), and MGM Yonkers, Inc d/b/a Empire City Casino concerning the daily scheduling of full and part-time employees in the Promotions and VGM Departments at the MGM Yonkers, Inc d/b/a Empire City Casino.

Management will schedule Local 1105/01 bargaining unit employees based on business conditions, seasonal needs and upcoming events. Management will use its best efforts to ensure that there is a reasonable ratio of full-time to part-time employees used on shifts in both the Promotions and VGM Departments. If these goals are not met, Management agrees that it will meet and discuss with Local 1105/01 any complaints concerning the actual scheduling of part-time employees on these shifts in order to ensure the foregoing.

This side letter will take effect as of the effective date of the finalized CBA between Local 1105/01 and MGM Yonkers, Inc d/b/a Empire City Casino.

Very truly yours,

MGM Yonkers, Inc d/b/a  
Empire City Casino

President and COO

cc: Danette Jordan  
Director, Human Resources



**SIDE LETTER #2**

December 17, 2019

Richard Morrison  
CWA, Local 1105/01  
80 Pine Street 37<sup>th</sup> Floor  
New York, NY 10005

Re ;Side Letter to Collective Bargaining Agreement Between CWA,  
Local 1105/01 and MGM Yonkers, Inc. d/b/a Empire City Casino

Dear Mr. Morrison:

This letter will serve as a side letter to the collective bargaining agreement ("CBA") between the Communication Workers of America, Local 1105/01 ("Local 1105/01") and MGM Yonkers, Inc d/b/a Empire City Casino concerning the rotation of VGM Attendants during their scheduled shifts in the MGM Yonkers, Inc d/b/a Empire City Casino.

Because it is important that there is adequate coverage in all floor sections of the Casino during each of the scheduled shifts for VGM Attendants, MGM Yonkers, Inc d/b/a Empire City Casino agrees to use its best efforts to ensure that VGM Attendants are assigned to floor positions in a fair and equitable manner designed solely to meet the coverage needs of the Casino's operations for a given shift. MGM Yonkers, Inc d/b/a Empire City Casino agrees to monitor these floor assignments to ensure that floor position assignments are fairly distributed amongst VGM Attendants during each work week for their respective shifts. In the event that there is any issue as to VGM Attendant floor assignments, the parties agree to attempt to resolve these issues in "good faith" to the mutual satisfaction of all concerned.

This side letter will take effect as of the effective date of the finalized CBA between Local 1105/01 and MGM Yonkers, Inc d/b/a Empire City Casino.

Very truly yours,

MGM Yonkers, Inc d/b/a  
Empire City Casino

cc: Danette Jordan  
Director, Human Resources

President and COO

