

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**IGT**  
**AND**  
**COMMUNICATIONS WORKERS OF AMERICA**  
**LOCAL UNION 1101**

**January 2, 2022 through January 1, 2023**

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## **SECTION 1. PREAMBLE**

Agreement, by and between IGT, also referred to as the "Company", and Communications Workers of America, Local Union 1101, herein after referred to as the "Union", covering the employment of persons coming under the jurisdiction of the Union.

## **SECTION 2. RECOGNITION**

A. The Company recognizes the Union, acting through its designated agents and representatives, as the sole and exclusive collective bargaining agent on behalf of all of the Employees of the Company within the bargaining unit as hereinafter defined, with respect to wages, hours and all other terms or conditions of employment.

B. The appropriate Bargaining Unit shall include:

1. **INCLUDED (GAMING):** All full-time and regular part-time Gaming Technicians employed by the Company at its facilities located at the Empire City Casino (Yonkers), Resorts World NY (Queens), and Jake's 58 (Islandia).
2. **INCLUDED (LOTTERY):** All full-time and regular part-time IGT field service technicians employed by the Company in New York City at 885 East 140th Street Bronx, NY.
3. **EXCLUDED (GAMING and LOTTERY):** All other Employees, including office clerical employees, and guards, and professional employees and supervisors as defined in the Act.

C. In this Agreement, whenever the context so requires, the masculine gender shall include all gender identities.

## **SECTION 3. EMPLOYEE STATUS**

A. Employees covered by this Agreement will be classified as either (a) full-time or (b) part-time.

## **SECTION 4. UNION DUES (CHECK-OFF)**

A. Upon receipt of a written authorization form signed by an Employee, the Company agrees to collect, for each payroll period, Union dues or agency fees through payroll deduction. Such authorization shall continue in effect until canceled by written notice to the Company from the Union or Employee. The Company or its payroll vendor shall electronically remit the amounts so deducted to the designated representative of the Union on a monthly basis [by the working day]. The Company shall furnish the Union a list of Employees for whom such deduction have been made and the amount of each deduction upon request.

B. The Union agrees to print the dues deduction authorization cards in a form approved by the Company and the Union.

C. The Union agrees to indemnify and hold the Company harmless against any claims, suits, action, or judgments brought or issued against the Company as a result of any action or omission taken by the Company under the provisions of this Section.

## **SECTION 5. UNION MEMBERSHIP**

A. Each Employee, as a condition of employment with the Company shall, no later than thirty days after the Employee's employment commences or the effective date of this Agreement, whichever is later, become and remain a member of the Union or pay or tender to the Union amounts which are equivalent of periodic union dues and initiation fees. On written notice from the Union that an Employee who has been employed more than thirty days has failed to tender the periodic dues and initiation fees, the Company will discharge such Employee within seven (7) days after receipt of such notice unless, within such seven (7) day period, such Employee's failure to tender such dues and initiation fees is cured.

B. The Company retains the right to reject any job applicant referred by the Union. The Company shall be the sole judge of the competency of the Employees and applicants.

C. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, charges, actions, or other forms of liability that may arise out of any action taken by the Company in fulfilling the terms of this Section and agrees that the Union shall reimburse the Company for all costs and attorneys' fees incurred by the Company in defending against any such claim or cause of action.

## **SECTION 6. SHOP STEWARDS**

A. The Union will select Shop Stewards as follows:

1. **GAMING:** The Union will select no more than two (2) Employees from each of the locations referenced in Section 2.B.1 of this Agreement, for no more than six (6) total, as Shop Stewards. Immediately after the appointment of any Shop Steward, the Union shall notify the Company's designee in writing of such appointment.
2. **LOTTERY:** The Union will select no more than three (3) Employees as Shop Stewards. Immediately after the appointment of any Shop Steward, the Union shall notify the Company's designee in writing of such appointment.

B. The authority of any Shop Steward shall be limited to, and shall not exceed, the following duties and activities: (a) the investigation and presentation of grievances in accordance with provision of this Agreement; and (b) the transmission of such messages and information that originate with, and are authorized by, the Union.

C. Shop Stewards shall have no authority to take strike action, or any other action interfering with the efficient operation of the Company's business or to encourage any Employee to do so.

D. Shop Stewards may not engage in the duties and activities authorized by Section 6.B or otherwise communicate with Employees, the Union, or representatives of the Company concerning Union business on working time without first obtaining the permission of an immediate supervisor or other representatives of the Company.

E. The Company recognizes the above limitations upon the authority of Shop Stewards and shall not hold the Union liable for any unauthorized acts. The Company in so recognizing such limitations shall have the authority to impose discipline, up to and including termination, in the event the Shop Steward has taken unauthorized strike action, slowdown or work stoppage action, or taken any other action in violation of this Section or the Agreement.

F. Notwithstanding the number of Shop Stewards selected by the Union, the Union negotiating committee shall consist of the Local Vice President, Local Business Agent, National Staff Representative, and two alternate members.

## **SECTION 7. WAGES AND COMPENSATION**

A. Employee wage rates shall be adjusted to the rates set forth in Appendix A effective January 2, 2022.

## **SECTION 8. PROBATIONARY PERIOD**

A. The initial ninety (90) working days of a new Employee's employment shall be considered to be a probationary period, excluding any days missed for any reason, including compensated days, such as holiday, sick or vacation days. The Company may, in its discretion, extend the probationary period up to another thirty (30) working days to more fully evaluate an Employee's performance. The Company will notify the Employee and the Union of the decision to extend the probationary period prior to extending it.

B. During and/or at the end of an Employee's probationary period, as extended, the Employee may be disciplined or terminated from employment with or without cause at the sole discretion of the Company. Any discipline or termination from employment occurring within or at the end of such probationary period may be grieved through Step 2 of the grievance procedure of this Agreement, but shall not be subject to arbitration. Probationary Employees who are retained after the end of their probationary period shall be credited with a date of hire based upon length of service with the Company.

C. If an Employee is promoted to a higher technician level (i.e., FST II to FST III), the Company shall have ninety (90) calendar days from the date of the promotion or the completion of any job training program, to judge the competency of the Employee. During or at the end of this probationary period, the Company may, in its sole discretion, return the Employee to the position previously held by the Employee at the Employee's previous rate of pay. The Union shall be notified of the Company's decision to return the Employee to his/her previous position, but such

action shall not be subject to or reviewable under the Grievance and Arbitration provisions of this Agreement.

## **SECTION 9. JOB CLASSIFICATIONS**

A. Hiring: The Company shall set the Employee's initial hourly rate upon hire based upon experience, skill set and job duties.

B. Job Classification: The Company retains the sole discretion to establish, alter and modify the job description and duties for each Employee Classification. Copies of any material changes to the above job classifications shall be provided to the Union upon request.

## **SECTION 10. SENIORITY**

A. Definition of Seniority. An Employee's Seniority shall mean continuous employment by the Company within a job title and specific classification in the bargaining unit. An Employee shall acquire no seniority until after completion of the probationary period. Seniority shall not accumulate during layoffs, unauthorized absences, or authorized unpaid leaves of absence of more than thirty (30) calendar days, except as required by law. Conflicts of seniority shall be determined on the basis of the alphabetical order of Employees' last names.

B. Seniority List. Upon ratification of this Agreement, the Company will provide the Union with a seniority list setting forth each Employee's seniority date and any adjustments in seniority as a result of layoffs or absences. The Company shall not be responsible for any errors in the seniority list or liable for any loss caused based upon a decision made according to the seniority list, unless such errors are brought to the attention of the Company in writing within fourteen (14) calendar days after the Union's receipt of the list. Any errors in the seniority list discovered by the Union, employee or Company will be corrected.

C. Layoff. A "layoff" is a full separation from employment for the purpose of reducing the work force or other legitimate business reasons. The Company, in its discretion, shall determine whether a layoff of an Employee or Employees is necessary. If the Company determines that a permanent layoff is necessary, then the layoffs shall then be made by reverse seniority within the job title and specific skill classification of the job to be laid off. An Employee may bump into a lower classification within the bargaining unit. There shall be no bumping rights outside of the bargaining unit. In the event that bumping occurs, the Union and Company shall agree upon how to assign the employee within the lower classification. In the event the Parties are unable to reach agreement, either party may submit the matter to arbitration.

D. Recall. When a position is subject to recall, Employees on the recall list who were laid off from the position and have maintained their seniority status shall be recalled in order of bargaining unit seniority within their respective zone/location. Employees, who are laid off in accordance with this Section and are recalled, will be given prompt notice of the recall via electronic mail (e-mail) correspondence and a phone call to the last telephone number on file with Human Resources and the employee's manager. The Employee must acknowledge receipt of being notified verbally or through e-mail correspondence within two (2) calendar days. If the employee does not, they may be removed from the recall list. The Employee is expected to return to work

their next scheduled shift but no later than three (3) calendar days after confirming notification. Return to work beyond three (3) calendar days is subject to management approval.

E. Loss of Seniority. An Employee's length of continuous employment shall be broken and result in loss of seniority if the Employee resigns, quits, or retires; fails to acknowledge receipt of notification to return to work within two (2) calendar days after the Employee and/or the Union have been notified via phone call and/or electronic mail correspondence. It shall be the responsibility of the Employee to keep the Company and the Union advised of their current email address and phone number; an Employee is discharged; an Employee overstays a leave of absence without prior written approval; an Employee is on layoff in excess of six (6) months; an Employee is absent from work due to medical reasons or is otherwise unable to return to work within six (6) months subject to the requirements of the federal, state and local disability laws; an Employee fails to notify the Company within forty-eight (48) hours after being released by a treating physician to return to work in connection with an illness or accident preventing work; or the acceptance of employment or self-employment of any nature while on a leave of absence.

F. Other Seniority Considerations. When considering Employees who are competing for promotions, the Company will first consider skill, ability, attendance, cross-training, safety performance record, prior discipline, business needs, and other job-related performance and ability factors. For vacation requests, the Company will first consider the timing of the request. If all factors are equal, the most senior Employee shall be promoted or have his vacation request approved. Notwithstanding this Agreement to consider seniority, the Company retains the sole discretion to grant or deny promotions and vacation requests. An Employee who is rehired after his employment relationship has ended shall be a new Employee (e.g., probationary employee with no seniority). The Company shall not be required to apply seniority to any other workplace consideration, policy or procedure (i.e. scheduling or assignments).

## **SECTION 11. WORK WEEK**

A. The work week shall commence at 12:00 A.M. on Sunday and conclude at 11:59 P.M. midnight on Saturday.

B. Employees shall be paid on the Friday immediately following the end of the preceding biweekly pay period.

## **SECTION 12. PREMIUM PAY**

A. During the term of this Agreement and continuing in effect until the first day of any successor to this Agreement, all time worked in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1.5x) the Employee's rate of pay. Only hours actually worked shall count towards the calculation of overtime, except (i) scheduled paid vacation days shall be included in the calculation of overtime; or (ii) if otherwise expressly provided in this Agreement.

B. Unless the parties agree otherwise in a successor to this Agreement, upon the expiration of subsection A above, consistent with the Company's Overtime Pay Policy, only hours actually worked shall count towards the calculation of overtime; Scheduled vacation days shall not be included in the calculation of overtime.

C. Each Employee must timely report to work by his/her scheduled start time and be prepared to commence work at the start of the Employee's shift. Employees must log in at the beginning and end of their shifts. No Employee may work prior to the scheduled starting time of his/her shift nor continue to work after the scheduled ending time of his/her shift unless the Employee has been directed by management to do so. No time prior to the start of an Employee's scheduled shift or after the end of an Employee's scheduled shift shall constitute hours worked or overtime unless at the direction of the Company.

D. There shall be no pyramiding of overtime.

### **SECTION 13. BREAKS/ LUNCH**

A. Breaks. For each four (4) consecutive hours of work, Employees shall receive a fifteen (15) minute paid break, which should be taken mid-way through the four (4) hour work period subject to business circumstances. Breaks may not be combined with any other meal or break period during a scheduled shift. In the event that business circumstances prevent taking a break during the above designated time, the Employee must contact his/her supervisor to take the break outside of the above designated time.

B. Meals. For each eight (8) consecutive hours of work, Employees shall receive a 30 minute unpaid meal break that must be taken mid-way through the eight (8) hour work period. Employees must clock out at the beginning of their meal break and clock in at the end of their meal break. Meal breaks must be taken, and in the event that business circumstances prevent taking a meal break during the above designated time, the Employee must contact his/her supervisor to take the meal break outside of the above designated time.

C. Employees who have received a 30 minute paid meal break as a result of red-circling in the initial collective bargaining agreement between the parties shall continue to be red-circled for that benefit.

### **SECTION 14. HOLIDAY, SICK AND PAID TIME OFF**

A. Employees shall be eligible to participate in the Company's Holiday, Sick and Paid Time Off plans offered by the Company under the same terms and in the same manner as similarly classified nonexempt, non-bargaining unit employees.

B. Current Holiday Schedule:

Recognized Holidays. The following days are currently recognized as holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth



- Independence Day
- Labor Day
- Indigenous People's Day/Native American Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The Employer shall also provide each Employee with two (2) Float Holidays to be used in full eight (8) hour increments. Float Holidays must be used in the calendar year in which they are granted.

C. Working on a holiday: Employees who work during the above designated holidays shall be paid at a premium rate of time and one-half (1.5x) their base rate of pay for any hours worked during the twenty-four (24) hours of the holiday. The premium may not be aggregated with any other pay premiums, and in no event shall the holiday premium result in an Employee receiving higher than time and one-half (1.5x) the base rate of pay for hours worked during the twenty-four (24) hour holiday period.

D. Employees shall receive holiday pay on the bi-weekly pay period immediately following each of the above designated holidays. If the recognized scheduled holiday falls on a day the Employee is regularly scheduled to work the Employee shall receive holiday pay equivalent to the hours of the scheduled shift at the Employee's current base rate of pay. If the recognized scheduled holiday falls on a day the Employee is not regularly scheduled to work, the Employee shall receive an amount equal to eight (8) hours of pay at the Employee's current base rate of pay. Employees must work their scheduled shift immediately before and after the above designated holiday in order to receive the above payments.

E. If the holiday falls on an Employee's regularly scheduled work day, and the Employee does not work or the Employee works less than the regularly scheduled shift on the holiday, then holiday pay shall count towards the difference of any lost hours by being included in the calculation of weekly overtime during that work week, Holiday pay itself shall always be paid at the Employee's current straight base rate of pay.

F. Notice of any change in holiday (including float holiday). The Company has the absolute right to improve, change, or eliminate any of the terms or conditions-under which the benefits in this Section are provided, including, without limitation, the nature and type of benefits provided, the continuation, modification, the elimination of any such plans or the implementation of a new or different plan. The Company agrees that the total combined number of aggregate annual holiday and float holidays shall not be reduced below the total combined aggregate number of annual holiday and float holidays currently offered to Employees each year.

G. NYC Sick Time Waiver: The Parties agree that the NYC Sick Time requirements are waived because this Agreement already provides other similar time off and welfare benefits to the Employees.

## **SECTION 15. SHIFT DIFFERENTIALS**

A. Employees shall be eligible for a shift differential for working during the following hours:

Swing Shift:	4:00 pm – 12:00 am	10%
Overnight Shift:	12:00 am – 8:00 am	15%

B. Shift differential only applies to hours actually worked that fall within the defined period.

C. Employees who received a 15% shift differential from 4pm-11pm and were employed on November 16, 2017 shall continue to be red-circled regarding the past practice.

## **SECTION 16. JOB SECURITY**

A. The Parties recognize that the Company currently uses contractors to supplement the bargaining unit as needed, and such activity may continue. However, the Company agrees that no current Employee may be laid off because of the usage of contractors.

B. Supervisors and other regular employees of the Company who are not members of the bargaining unit may perform bargaining unit work as long as no current Employee is laid off as a result of such assignment.

C. This Section 16 shall be linked to Section 20, Management Rights. The Parties agree that this Section 16 and Section 20, Management Rights, shall survive the expiration of this Agreement, until a successor agreement or impasse is reached. In the event that Section 20, Management Rights, expires or is terminated, in whole or in part, for any reason, then this Section 16 shall also be concurrently terminated.

## **SECTION 17. BULLETIN BOARD**

A. The Union shall be permitted to place materials on a bulletin board at a location to be determined by the Company at all Gaming and Lottery facilities covered by Section 2. Bulletin board material posted by the Union may include only the following

1. Notices of Union recreational and social affairs.
2. Notices of Union meetings.
3. Other factual notices, information and announcements concerning official business of the Union as it relates to the members of the bargaining unit.

B. Such Union material shall be posted and/or removed only by an official Union representative or a person designated by an official Union representative. Bulletin board material that the Company, in its sole discretion, deems disparaging of the Company, untruthful, unrelated to the Company, or of a political nature may be removed by the Company.

## SECTION 18. SUSPENSION AND DISCHARGE

A. The Company shall have the right to suspend or discharge Employees for just cause. Just cause for immediate termination includes, but is not limited to the following circumstances: theft of time, money or goods; theft of services and/or the unauthorized selling of Company services, material, or equipment; unlawful possession, sale or use of a controlled substance on Company time or Company property; possession, sale or use of alcohol on Company time or Company property; being under the influence of alcohol or drugs or having illegal substances in one's system on Company time or Company property; fighting or threatened physical violence; direct insubordination; reckless or willful destruction of Company property or equipment, or to another person or third-party property (in considering reckless behavior, the Company shall consider the nature of the damage and behavior at issue); misuse of a Company vehicle or being away from an assigned work area or zone during working time; driving a Company vehicle on personal time; possession of a gun, deadly instrument or weapon on Company time or Company property; two (2) days no-call no-show; gross misconduct; sleeping on the job during working time; walking off the job; fraud; dishonesty; gambling on Company premises (other than office pools); illegal conduct, excluding petty misdemeanors which do not involve theft, money or unethical conduct; violation of a safety procedure which could result in harm to self or others; falsification of records; intentionally disabling or otherwise improperly tampering with a GPS device or phone function; verbal disputes with customers; engaging in conduct that creates a safety or health hazard; violation of federal, state or local anti-discrimination, retaliation, or harassment laws or Company policies relating to the same topics; knowingly making false accusations against other employees; knowingly making false statements or failing to cooperate during the course of an Company investigation; disclosure of Company financial and other proprietary information; and any other similarly severe circumstances constituting just cause for immediate termination.

B. **Gaming:** Failure to obtain or the revoking of a gaming license is considered just cause to terminate. Such decision to terminate the employment of any individual shall be presumed proper and may be grieved through Step 2 of the Grievance Procedure but shall not be subject to review by an arbitrator. It shall also be considered just cause to terminate any Employee if such action is directed or requested by the gaming commission, agency or affiliate, or any client (collectively "Client"), or if such action is reasonable based upon a communication from the Client. The Company shall request that any such request be reduced to writing (at the Client's sole discretion), although the decision of the Client not to produce any written information shall not have any impact on the decision to terminate any employee. In the event that such document is provided, any such document shall be provided to the Union, although the Union agrees to keep the contact information of any such third-party strictly confidential and agrees not to contact such individual without the Company's written permission. Such decision to terminate the employment of any individual shall be presumed proper and may be grieved through Step 2 of the Grievance Procedure but shall not be subject to review by an arbitrator. However, in the event that the communication is not directed or requested by the Client, the Union may seek arbitration regarding whether or not the conclusion of the client was reasonable. The Client shall not be compelled, subpoenaed or otherwise required to appear in any such hearing; such absence shall not be prejudicial; and hearsay shall be admissible and carry the weight of testimony as it relates to any conversation or communication with the client regarding the basis of the Employee job action. The Company agrees that in the event that an Employee is being terminated solely pursuant to this sub-section based on a communication from a casino or racino, the Company shall offer the

employee a transfer to another equivalent opening available opening in the Company at a different location covered by Section 2 of this Agreement. In the event that no opening exists, the Company agrees to offer the Employee the next available opening in the Company at a different location covered by Section 2 of this Agreement for a period of six (6) months. Recall to such position shall be in accordance with Section 10.D of the Agreement.

C. **Lottery:** Failure to pass the Company's background check is considered just cause to terminate. Such decision to terminate the employment of any individual shall be presumed proper and may be grieved through Step 2 of the Grievance Procedure but shall not be subject to review by an arbitrator. It shall also be considered just cause to terminate any Employee if such action is directed by the New York State Lottery or its affiliates or agents (collectively "NY State Lottery"), or if such action is reasonable based upon a communication from the New York State Lottery. The Company shall request that any such request be reduced to writing (at the NY Lottery's sole discretion), although the decision of the NY Lottery not to produce any written information shall not have any impact on the decision to terminate any employee. In the event that such document is provided, any such document shall be provided to the Union, although the Union agrees to keep the contact information of any such third-party strictly confidential and agrees not to contact such individual without the Company's written permission. Such decision to terminate the employment of any individual shall be presumed proper and may be grieved through Step 2 of the Grievance Procedure but shall not be subject to review by an arbitrator. However, in the event that the communication is not directed or requested by the NY Lottery, the Union may seek arbitration regarding whether or not the conclusion of the Company was reasonable. The NY Lottery shall not be compelled, subpoenaed or otherwise required to appear in any such hearing; such absence shall not be prejudicial; and hearsay shall be admissible and carry the weight of testimony as it relates to any conversation or communication with the NY Lottery regarding the basis of the Employee job action

## **SECTION 19. GRIEVANCE AND ARBITRATION**

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

B. **Definition.** For purposes of this Agreement, a "grievance" is defined as any dispute or disagreement arising under and during the term of this Agreement alleging a violation, misinterpretation or misapplication of one or more express provisions of this Agreement.

C. **Procedure.** The parties acknowledge that it is desirable for an Employee and immediate non-bargaining unit supervisor, or the Union and the appropriate Company representative, to attempt to resolve workplace complaints, disputes, and/or disagreements by open and informal communications, if possible. If a problem is settled in this manner, such problems will not be considered grievances and their resolution will not establish precedent for the resolution of similar problems or disputes between those individuals or elsewhere in the Company. If, however, informal discussions do not resolve the issue, a grievance must be processed as follows:

Step 1: The Union's grievance must be submitted in writing on a standard form to the Field Services Supervisor specifically stating that the matter is a grievance under this Agreement. The grievance must be dated and signed by a Union representative. The

grievance must contain as complete a statement of the facts as possible, the specific provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested. All grievances must be submitted no later than fifteen (15) calendar days after the Employee or Union became aware, or should have reasonably been aware of the event giving rise to the grievance. A Company representative, if requested, shall meet with the aggrieved Employee and/or Union representative, if requested, within fifteen (15) business days after receipt of the grievance, and shall give his/her answer to the Union representative in writing within ten (10) business days after such grievance is presented or such meeting if requested, whichever occurs later.

Step 2: If the grievance is not settled at Step 1, the Union may submit the grievance in writing at Step 2 to the Field Services Senior Manager or his/her designee within 10 (10) business days after receipt of the Company's answer in Step 1, or within ten (10) business days after that answer was due. The Human Resources Business Partner/Labor Relations Specialist or his/her designee will investigate and, in the course of such investigation, shall meet with the Employee and/or Union representative and/or delegate, if requested. If no settlement of the grievance is reached at this meeting, the Human Resources Business Partner/Labor Relations Specialist or his/her designee will provide a written answer to the grievance within ten (10) business days after this meeting, or within fifteen (15) business days of the receipt of the Step 2 grievance, whichever occurs later.

D. Arbitration. If the grievance is not settled at Step 2, the Union may refer the grievance to arbitration by filing, via e-mail or certified mail to the Office of the General Counsel, its written notice of intention to arbitrate with the Company within thirty (30) calendar days after the Union's receipt of the Company's Step 2 written answer to such grievance (or within ten (10) days after the date the Company's Step 2 Answer was due). If possible, the arbitrator will be selected by mutual agreement. If the Company and the Union do not select the arbitrator by mutual agreement, the arbitrator shall be selected by the American Arbitration Association ("AAA") in accordance with its usual procedures, provided that the written demand for arbitration is filed by the Union with the AAA within ten (10) calendar days after notice of the intention of arbitration has been filed with the Company as contemplated herein. The administration fees of AAA and the fees and expenses of the arbitrator shall be shared equally by the Union and Company.

E. Limitations on Authority of Arbitrator. The arbitrator shall have no authority or right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall have no authority to expand the grievance beyond the issue(s) raised in the Step 1 written grievance without the parties' written consent. The arbitrator shall have no authority to make any decision or award that is contrary to or inconsistent, in any way, with applicable laws, rules or regulations. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Company, the Union and the Employees covered by this Agreement. Any arbitration shall be conducted in accordance with the rules of the American Arbitration Association then applicable to voluntary labor arbitrations, except to the extent that such may be in conflict with provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall govern.

F. Time Limit for Filing. The time limitations provided for herein are mandatory, but on a case-by-case basis, the parties may extend any of the time limits set forth in this Article by mutual written agreement. If a grievance is not presented by the Union within the time limits set forth above or any agreed upon written extension, it shall be considered waived and may not be pursued further. If a grievance is not filed by the Union at the next step within the specified time limit or any agreed extension thereof, it will be considered fully and finally resolved consistent with the Company's last answer. If the Company does not answer a grievance within the specified time limits for the Step it is filed at, or any agreed extension thereof, the grievance shall be considered denied by the Company at that Step at the expiration of the time limit or agreed upon extension, and the Union may elect to file at the next Step in accordance with the timelines set forth in Section 18(C), (D) and (F) above.

G. Grievance Discussions. Grievance meetings or discussions will be held at times which least interfere with efficient Company activities and work schedules and by mutual agreement between the parties.

H. Company Grievances: The Company may file a grievance with the Union for a violation of this Agreement by presenting a written statement of the grievance to the Union. In the event that the parties are unable to resolve the dispute within five (5) business days of the Union's receipt of the grievance, which may be mutually extended upon agreement of the Parties in writing, the Company may refer the grievance to arbitration by sending, via e-mail or certified mail to the Union, its written notice of intention to arbitrate. If possible, the arbitrator will be selected by mutual agreement. If the Company and the Union do not select the arbitrator by mutual agreement, the arbitrator shall be selected by the American Arbitration Association ("AAA") in accordance with its usual procedures. The administration fees of AAA and the fees and expenses of the arbitrator shall be shared equally by the Union and Company.

I. Arbitrator Authority to Decide Alleged Statutory Violations: For any grievance properly submitted to arbitration under the Grievance and Arbitration provisions of this Agreement, the Parties hereby expressly authorize the Arbitrator to decide any alleged unfair labor practice issues in the underlying arbitration case, including whether or not either Party in the underlying arbitration case has committed a statutory violation of the National Labor Relations Act. The Parties agree to submit any such alleged statutory violation(s) to the Arbitrator for decision, and also shall submit all factual information to the Arbitrator necessary to allow the Arbitrator to render an informed and adequate decision on any such alleged statutory violation(s).

J. Exclusivity. The grievance procedure in this Article shall be the sole and exclusive means for the formal discussion and resolution of disputes subject to the grievance procedure. Nothing in this Article shall discourage, prohibit, or impinge on informal discussions between the Union and Company representatives in order to resolve the dispute or disagreement leading to the grievance.

## **SECTION 20. MANAGEMENT RIGHTS**

A. The Union and the Company agree that the provisions of this Agreement are limited to wages and other terms and working conditions of employment that are expressly covered in this

Agreement, and the provisions of this Agreement shall not be construed or interpreted to otherwise restrain the Company from the full and absolute operation, control and management of its business.

B. The Parties recognize the right of the Company to operate and manage its business. Specifically, all rights, functions, prerogatives, and discretions of the management of the Company, whether formerly exercised or not, are vested exclusively with the Company, except only to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement. Examples of the Company's right to manage its business at its sole discretion shall include, but not be limited to, the sole and exclusive right to: establish the qualifications for hire, select whom to hire and determine the number of employees it chooses to employ; set initial wages and terms of employment; determine the number of employees assigned to any particular job and to increase or decrease that number; assign employees to perform any work or jobs and change such assignments at any time; schedule and direct the work force; determine, change or reduce the number of work shifts, and the starting time, quitting time or the number of hours to be worked by employees on any shift; assign bargaining unit work and duties to the employees regardless of any job classification; determine, establish, increase, decrease or discontinue raises or merit bonus programs; determine the conditions for continued employment and to evaluate, promote, demote, layoff, recall, assign, transfer, or discipline employees; suspend or discharge for just cause; organize, discontinue, enlarge, reduce or revise a function performed by an employee; determine or change the location and type of operation; determine or change the methods, procedures, materials, equipment, technology and operations to be utilized by employees; determine or change any security, surveillance, tracking, communication, and/or GPS equipment or technology to be utilized by the Company; determine and schedule both voluntary overtime and mandatory overtime; transfer, relocate, sell, discontinue or close all or any part of the operations of the business; subcontract any work or jobs; establish, implement, post, modify, rescind, and enforce under reasonable rules and regulations, policies and procedures, including but not limited to attendance control, background checks and drug and alcohol testing; establish, implement, conduct, modify, terminate and determine the content of training programs and enforce the trained content from such programs; introduce new and improved methods of operations; establish, change, combine, revise or abolish job classifications and descriptions; set standards of job performance and hold employees accountable under such standards; select, utilize and engage any suppliers, contractors or subcontractors it deems appropriate; establish, modify, and enforce work, productivity and quality standards; determine whether goods or services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; and, evaluate employees' performance and productivity and establish rewards or sanctions for various levels of performance; to establish, modify or terminate handbooks, standards/codes of conduct and behavioral expectations, including establishing, modifying or terminating rules relating to time and attendance, dress code, vehicular operations, vendor and client interactions, response time, performance and productivity expectations, ethics, and anti-harassment.

C. It is expressly understood and agreed that the Company may, at its sole discretion, (i) transfer work to another business or multiple locations managed or operated by the Company (or operated by an affiliate of the Company) and/or (ii) utilize casual, temporary, and temporary agency employees and subcontractors to perform bargaining unit work, subject to the Job Preservation clause in this Agreement. Non-bargaining unit employees may perform work that is

regularly performed by bargaining unit Employees subject to the Job Preservation clause in this Agreement.

D. The Parties acknowledge that the Company intends to cross-train and cross-service between the lottery and gaming divisions and employees shall be required to participate in any such initiatives as directed by the Company.

E. The exercise of the foregoing rights and powers by the Company, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement. To the extent that something is not expressly covered in this Agreement, the Company has the right to add, remove, change, modify or otherwise alter the term, clause, policy, procedure or rule at issue. The exercise by the Company of, or its waiver of, or its failure to exercise its full rights on any matter or occasion shall not be prejudicial to its ability to exercise such rights in the future, and shall not be the subject or basis of any grievance and shall not be subject to the arbitration provisions of this Agreement.

## **SECTION 21. NO STRIKE / NO LOCKOUT**

A. During the term of this Agreement, the Union agrees that it will not authorize, cause, induce, support or condone any strike, picketing, sympathy strike, work stoppage, slowdown of work or walkout by any Employees covered by this Agreement. Employees who engaged in any such acts shall be deemed to have violated this Section. It is further agreed that the honoring of a picket line shall constitute a violation of the Section.

B. The Company agrees that, during the term of this Agreement, it shall not lock out any of the Employees covered by this Agreement. Complete or partial reduction of operations for economic reasons shall not be considered a lockout.

C. It is agreed that the Company may discharge without notice any Employee who engages in action which violates this section.

D. Any claim, action or suit for damages which is commenced by the Company as a result of the Union's violation of this Article shall not be subject to the arbitration provisions of this Agreement.

E. In the event any violation of the previous paragraph occurs, the Union and the Shop Stewards must, within twenty-four (24) hours of receiving notice from the Company, publicly disavow the unauthorized action, post notices that such action is unauthorized, and order the Employees to return to work immediately and notwithstanding the existence of any picket line.

F. In the event any of the above provisions are declared illegal or invalid, such invalidity shall not affect the remainder of this Agreement but the parties shall meet promptly for the purpose of agreeing upon substitute language.

G. In the event an Employee has a safety concern in crossing a third-party picket line, the Employee shall contact his supervisor to arrange alternative access. This provision shall not be interpreted as the right to refuse to work.



## **SECTION 22. NON-DISCRIMINATION**

A. Neither the Company nor the Union shall discriminate against, or in favor of, any Employee in any matter relating to employment because of race, color, creed, national origin, sex, disability, marital status, age, sexual orientation, religion, veteran status, or any other characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the New York State Human Rights Law, the New York City Human Rights Code, 42 U.S.C. § 1981, the Family and Medical Leave Act, or any other similar laws, rules or regulations.

B. The Company shall not discriminate or retaliate against any Employee for engaging in protected concerted activity or for engaging in any activity protected by the National Labor Relations Act.

C. The Company shall be permitted to take all actions legally required, including but not limited to making reasonable accommodations, to comply with the Americans with Disabilities Act and the Family and Medical Leave Act, and such actions shall not constitute a violation of this Agreement.

## **SECTION 23. BENEFIT PLANS**

A. Employees shall be eligible to participate in the benefit plans offered by the Company under the same terms and in the same manner as similar nonexempt, non-bargaining unit employees. The Company reserves the right to modify such benefit plans as provided for in this Section.

B. Changes in Plans. The Company has the absolute right to improve, change, or eliminate any of the terms or conditions under which the benefits in this Section are provided, including, without limitation, the nature and type of benefits provided, the continuation, modification, or imposition of required employee's contributions to any such plans, the business entity through which any such plans are made available to employees, the elimination of any such plans or the implementation of a new or different plan. The Company shall provide the Union with copies of any changes upon request.

## **SECTION 24. LEAVES OF ABSENCE**

A. Leaves of Absence. Employees shall be eligible to take leaves of absence in accordance with the terms and conditions of the following Company policies:

1. Bereavement Leave Policy (effective 5/19/21)
2. U.S. Policy: US Military Leave of Absence and Family Military Leave (effective 6/20/21)
3. Family Care & Bonding Leave of Absence Guidelines – US (effective 12/18/18)
4. Family Medical Leave of Absence Guidelines – US (effective 12/18/18)

5. Medical Leave of Absence Guidelines – US (effective 12/18/18)
6. Paid Parental Leave of Absence – US (effective 5/19/21)
7. Personal Leave of Absence Guidelines – US (effective 12/18/18)
8. What Happens to My Benefits During a Leave of Absence? (effective 5/22/20)

B. Employees shall be subject to any modification, replacement or cancellation of the above policies under the same terms as similar nonexempt, non-bargaining unit employees, and shall subsequently be eligible for the equivalent updated leave of absence policy as applicable. The Company shall provide the Union with the updated, revised or modified policy upon request.

C. Bereavement. Employees shall receive up to three (3) paid days off for Bereavement Leave of household or immediate or extended family members. Household or immediate or extended family members shall mean:

1. A member of the employee's household or immediate family including step and/or foster relationship (i.e. mother, father, child, sister, brother, spouse or sibling's spouse, domestic partner, aunt, uncle, grandparent, grandchild);
2. The mother, father, child, sister, brother, grandparent, or grandchild of either the employee's spouse or domestic partner.
3. Bereavement Leave shall also include miscarriage, stillbirth or other pregnancy loss.

D. Employees shall also receive one (1) day-off for Bereavement Leave for the death of a non-immediate family member. Non-immediate family member shall mean:

1. A niece, nephew, great grandparent, great uncle, great aunt, and first cousins of either the employee or the employee's spouse or domestic partner.
2. A spouse or domestic partner's aunt or uncle.

E. Employees may request to extend bereavement leave beyond the paid days off provided above. Such request to extend bereavement leave, if granted, shall be covered by the employee's available vacation time.

## **SECTION 25. SAFETY**

A. The Company shall promulgate safety rules to maintain safe working conditions for Employees to carry out the duties of their position, which may be amended, modified, or changed at the sole discretion of the Company.

B. Employees shall at all times be bound by the safety rules and regulations established by the Company and use diligent care to perform their work in a safe manner and to protect themselves and the property of the Company.

## **SECTION 26. INFORMATION TO BE FURNISHED TO UNION**

A. Upon request by the Union (no more often than once every six (6) months), the Company shall provide the Union with a list of Employees, showing pay rates, job titles, dates of hire, and current mailing address.

B. Upon hiring an Employee, the Company, within five (5) days of the commencement of employment, shall notify the Union in writing of such hiring. During training or orientation of new Employees, the Company shall advise the Employee that the Union is the Employee's exclusive bargaining representative.

C. Within three (3) business days of an Employee's termination of employment, the Company shall notify the Union in writing of such termination. Failure to notify the Union shall not be construed as invalidating the termination.

## **SECTION 27. JURY DUTY**

A. Jury Duty Leave. The Company will provide leave to Employees who are required to serve jury duty as a juror or a prospective juror. An Employee who fraudulently uses Jury Duty leave will be subject to disciplinary action, including immediate discharge. Harassment or retaliation against an Employee for taking Jury Duty leave will not be tolerated and will result in disciplinary action, up to and including discharge.

B. An Employee who misses scheduled work to serve on jury duty shall be paid his/her regular straight-time rate of pay for that scheduled work missed while serving jury duty, less any per-diem or other compensation received from the State/Court for his/her appearance. It is understood and agreed that jury duty pay applies only on days an Employee's scheduled work and that no benefits shall be paid for jury duty served while the Employee was not scheduled to work on that day. This benefit shall not be paid as overtime, even if the missed scheduled time results in missed overtime. Likewise, time spent on jury duty will not be considered actual hours worked in the computation of overtime within a scheduled workweek.

C. Providing the Company Notice of Jury Duty. The Employee must provide his/her supervisor with written notice and/or a copy of the Summons to appear upon receipt of the Summons, but no later than one-week before the Employee is required to appear for jury duty. Employees who fail to timely provide the summons will not be eligible to receive jury duty pay. Additionally, the Employee must provide his/her supervisor with proof of jury service from the court in which he/she served no later than the Saturday following the week the Employee served. For example, if the Employee served on a jury on Friday, the Employee would have eight days, until the next Saturday, to provide the proof of jury service to the Employee's supervisor. Employees will only be eligible to receive jury duty pay if the Employee timely provides proof of jury service.

D. An Employee who is selected to serve as a juror must notify his/her supervisor as soon as possible: (1) that the Employee was selected to serve on the jury; and (2) the dates and times the Employee will be required to serve. This notification is required to allow the Company to meet its staffing needs.

E. Return to Work. Employees are required to return to work on the first scheduled workday following the completion of jury duty. If an Employee is released from jury duty and has at least one-half of his or her scheduled shift remaining, the Employee must contact his or her manager as soon as possible for instructions on whether to return to work. An Employee's combined hours of work and jury duty service in one day shall not exceed their normally scheduled hours of work for a day. Failure by the Employee to return to work or provide notification to his/her management may result in disciplinary action, up to and including separation.

## **SECTION 28. RETIREMENT PLAN**

A. Employees shall be eligible to participate in the 401(k) retirement plans offered by the Company under the same terms and in the same manner as similar nonexempt, non-bargaining unit employees. The Company reserves the right to modify such benefit plans as provided for in this Section.

B. Changes in Plans. The Company has the absolute right to improve, change, or eliminate any of the terms or conditions under which the benefits in this Section are provided, including, without limitation, the nature and type of benefits provided, the continuation, modification, or imposition of required employee's contributions to any such plans, the business entity through which any such plans are made available to employees, the elimination of any such plans or the implementation of a new or different plan. The Company shall provide the Union with copies of any changes upon request.

## **SECTION 29. EMERGENCY SITUATIONS**

A. In the event of an emergency situation, the Company may close one or more of their facilities. Employees who work in closed facilities will be paid during the time of closure, and may be expected to work from home when possible. The Company may be shut down due to an emergency situation, such as, but not limited to, power outages, hurricanes, tornados, earthquakes, floods, blizzards, or snow storms.

1. If an employee's work location remains open during a situation such as inclement weather, non-exempt (hourly) employees who do not report to work will not be paid, unless they choose to use paid time off (PTO). Absences or tardiness due to inclement weather will be considered excused and the employee can utilize vacation or floating holiday time for the hours not worked.
2. If an employee's work location closes during their regularly scheduled shift, employees will be paid for their scheduled hours that they normally would have worked.
  - (i) When a facility closes after the start of the workday, employees will be paid for all hours worked and the remaining scheduled work hours.

- (ii) Employee will be expected to work from home during a closure, if possible.
- 3. Non-exempt (hourly) employees who hold critical functions (e.g., 24/7 operation positions) and are asked to stay at work or come in during a closing will be paid at one-half (1.5x) their base rate of pay (or a higher rate, if required by applicable law) for those hours worked after the facility has been declared closed.
- 4. Employees are deemed essential employees for the purposes of a state of emergency. If a location is considered a “State of Emergency” by local government officials, essential workers will be expected to work their regularly scheduled shift. If an essential employee chooses not to work, they will not be paid unless they choose to use PTO.

**SECTION 30. SEPARABILITY**

A. In the event that any federal or state legislation, governmental regulations or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect. Within thirty (30) days, the Company and Union shall meet for the purpose of negotiating with respect to the Article or Section that was invalidated.

B. Should any provision of this Agreement be rendered or declared unenforceable by any competent tribunal, the balance of this Agreement shall remain in effect.

**SECTION 31. DURATION**

A. This Agreement becomes effective as of the 2nd day of January 2022, and shall continue in full force and effect until its expiration date on the 1st day of January 2023. The Agreement shall be automatically renewed from year to year thereafter unless either party gives notice, in writing, to the other party at least sixty (60) days prior to the expiration of this Agreement, or the expiration of any renewal period, of its intention to change, modify or terminate this Agreement. Where such notice is given, then the Parties shall endeavor during the said sixty (60) day period to negotiate an Agreement, and if none is reached, then this Agreement shall terminate.

\* \* \*

**IN WITNESS WHEREOF**, the parties to this Agreement herein duly subscribe their names.

IGT Global Solutions Corporation

CWA

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_