COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SG GAMING, INC.

AND

COMMUNICATIONS WORKERS OF AMERICA

2021-2023

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ARTICLE I – RECOGNITION

Section 1: SG Gaming, Inc. (hereinafter referred to as the "Employer" or the "Company") recognizes the Communications Workers of America (hereinafter referred to as the "Union") as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of work, and other terms and conditions of employment of those employees of the Employer (hereinafter referred to as either "employees" or "employee") for whom the Union was certified as the collective bargaining representative effective July 19, 2013 (NLRB Case No. 02-RC-106781) as follows:

All full-time and regular part-time technicians and lead technicians employed by the Employer working out of the following locations: Empire City Casino (Yonkers, NY) and Resorts World (Queens, NY) but excluding all other employees, including managerial employees, office clerical employees, confidential employees, guards, professional employees and supervisors as defined by the Act.

ARTICLE II – DUES CHECK OFF

Section 1: During the term of this Agreement and to the extent permitted by applicable federal and state law, the Employer shall deduct an employee's union dues, as certified in writing by the Union, from the employee's biweekly net earnings, provided the Employer timely receives from each employee individually signed dues check-off authorization forms in accordance with applicable law. To the extent that there is any conflict between the Union's form and the terms of this Article, the terms of this Article shall control. All monies deducted under the provisions of this Article shall be remitted to the Union within twenty (20) calendar days after the preceding month during which deductions were made. The Employer's only obligation under this Article is to deduct union dues in accordance with an employee's written authorization and place such monies in the U.S. mails addressed to the Union along with a list of those employees on whose behalf deductions are being submitted and the amount remitted for each such employee.

Section 2: The Union will notify the Employer, in writing, of any changes in the amount of any employee's authorized deductions with the requisite employee authorization.

Section 3: The Employer shall be relieved from making the above deductions upon an employee's termination of employment, layoff from work, leave of absence, transfer to a position outside the bargaining unit covered by this Agreement, and/or revocation of the authorization to make such deductions. The Employer shall resume the deductions upon an employee's return to work from layoff and/or a leave of absence provided that the applicable authorization has not been revoked by the employee.

Section 4: The Employer shall not be required to make the above deductions from any employee's paycheck in the event that an employee's net earnings for the paycheck from which such deductions are to be made is less than the amount of such deductions. In such event, the Employer shall make the union dues deductions from a subsequent paycheck of the employee with sufficient net earnings.

Section 5: The Employer shall not be responsible for the payment of any dues or fees including, but not limited to, membership dues or initiation fees, owed or allegedly owed by an employee to the Union. The Employer shall not be liable for the remittance or payment of any monetary sum to the Union other than to place the amounts actually deducted from employees' net earnings in the U.S. mails. The Employer shall have no responsibility for the collection of initiation fees, special assessments or any other deductions requested by the Union.

Section 6: An employee's unwillingness to sign, execute and/or the revocation of a written authorization for union dues deductions, an employee's failure or refusal to make any union dues or other financial payments that may be due to the Union, and/or an employee's membership in the Union or unwillingness to join or remain a member of the Union shall not affect the person's terms and conditions of employment with the Employer, subject to the terms of the Union Security Article.

Section 7: The NEAFCU is an option for the direct deposit of an employee's wages provided that such employee completes the requisite authorization forms.

Section 8: The Union shall indemnify and hold the Employer, its directors, officers, employees and representatives harmless against any and all claims, demands, actions or other forms of liability (including attorneys fees and costs) that shall relate to, arise out of or result from any action taken or not taken by the Employer with the purpose of carrying out or complying with any of the foregoing provisions in this Article.

ARTICLE III – UNION SECURITY

Section 1: During the term of this Agreement and after the grace period described below, each employee covered by this Agreement must satisfy a financial obligation to the Union as the exclusive bargaining representative of the bargaining unit described in Article I (Recognition) above. Under this Agreement, the financial obligation to the Union is the amount of periodic union dues certified as due by the Union. The payment of this financial obligation is a condition of continued employment and is in consideration for the cost of representation and collective bargaining but it is not contingent upon present or future membership in the Union.

Section 2: Under this Agreement, the grace period applicable to each employee for satisfying the initial financial obligation to the Union is thirty (30) calendar days from the employee's start of employment with the Company in the bargaining unit described in Article I of this Agreement or thirty (30) days following the effective date of this Agreement, whichever is later.

Section 3: In the event that the Union presents to the Company the evidence necessary to demonstrate that the Union provided written notice to an employee about his/her financial obligation to the Union, that the employee failed or refused to tender payment of the financial obligation and the Union requests in writing that the Company terminate the employee's employment for failure to satisfy the financial obligation to the Union, then the Company will terminate any such employee within thirty (30) calendar days of receipt of such

written notice from the Union provided that the employee's financial obligations to the Union continue to be unpaid.

Section 4: Neither the Union nor any of its officers, agents or members shall intimidate or coerce employees about membership or non-membership in the Union.

Section 5: Membership in the Union shall be available to each employee on the same terms and conditions applicable to other members, and an employee shall be deemed to be in good standing if he/she has paid or tendered his/her financial obligation uniformly required to the Union.

Section 6: It is expressly understood that the Employer shall assume no liability in connection with the discharge of any employee pursuant to the demand of the Union requesting such discharge under the terms of this Article. The Union shall defend with competent legal counsel, indemnify and save the Employer, its directors, officers, employees and representatives harmless against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any provisions of this Article. In the event that there is a conflict of interest with the counsel selected by the Union pursuant to the duty to defend noted above, then the Employer, its directors, officers, employees and/or representatives may select their own counsel to defend any action relating to actions or omissions taken pursuant to this Article and the attorneys fees and costs incurred through such defense shall be reimbursed by the Union.

ARTICLE IV – MANAGEMENT RIGHTS

Section 1: Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent rights to manage the business, as such rights existed prior to the execution of this or any other previous agreement with the Union. The sole and exclusive rights of management which are not abridged by this Agreement shall include, but are not limited to, its right to establish, continue, discontinue, or change policies, practices and procedures for the conduct and/or operation of the business; the right to determine and from time to time redetermine the number, location and types of its facilities or operations, as well as the methods, processes, equipment and materials to be utilized; to regulate the quality and quantity of work of its employees; to discontinue temporarily or permanently and either in whole or in part, the conduct of its business, its processes or operations; to contract out or subcontract work and/or to elect to perform its business or operations through subcontractors or otherwise in accordance with the terms of this Agreement; to relocate or transfer work among Employer's facilities; to determine and from time to time redetermine the number of hours per day or per week that operations shall be carried on; to select and to determine the number and types of employees required for the positions at a facility, to staff shifts and to perform tasks; to assign and reassign work to employees and the location at which such work will be performed in accordance with the requirements determined by management; to determine and from time to time redetermine qualifications for positions and whether an employee assigned or to be assigned to a position meets the qualifications of the position; to establish and modify work schedules, work assignments, location assignments, and productivity standards; to establish and modify the starting and quitting times and the breaks and

meal times for employees; to determine and from time to time redetermine training programs to be offered or required for employees; to establish and modify job classifications; to determine the equipment to be utilized in its operations; to transfer or promote employees; to lay off, terminate, or otherwise relieve employees from duty for lack of work or other business reasons (such as modification or termination of contract with the state; loss of business to competitors; reduction in workforce for cost saving reasons; etc.); to enact, modify and enforce reasonable work rules; to enact, modify and enforce reasonable safety rules including, but not limited to, drug and alcohol or substance abuse policies and procedures; to suspend, discharge, or otherwise discipline employees for just cause; and otherwise to take or refrain from taking such actions or measures as management may determine to be necessary or appropriate for the orderly, efficient and/or productive operations of the business.

Section 2: All rights heretofore exercised by the Employer or inherent in the Employer's rights and not expressly contracted away by the specific provisions of this Agreement are retained solely by the Employer. The failure of the Employer to exercise any function, power, or right reserved or retained by it, or the exercise of any power, function or right in a particular manner, shall not be deemed a waiver of the right of the Employer to exercise such power, function, authority, or right, or preclude the Employer from exercising the same in some manner so long as it does not directly conflict with an express provision of this Agreement.

Section 3: It is further agreed that the rights of the Employer specified herein or elsewhere in this Agreement may not be impaired, in whole or in part, by an arbitrator or in arbitration as the arbitrator interprets the meaning or applies the terms of this Article to the facts of the grievance presented through the Grievance and Arbitration Procedures of this Agreement.

Section 4: The Union recognizes that the Employer may introduce a revision in the method or methods of operation which will produce a revision in job duties or functions and/or a reduction in personnel. The Union agrees that the Employer may subcontract work consistent with its practices prior to the effective date of this Agreement including, but not limited to, the subcontracting of the following categories of work or situations: the installation of gaming machines; the removal of gaming machines; gaming machine service, maintenance or repair functions due to insufficient expertise and/or manpower, contractual requirements or otherwise; and the installation and/or repair of chairs on the gaming floor. In the event the Employer intends to subcontract all of the bargaining unit work at one or more locations (i.e., Resorts and/or Yonkers), then the Employer shall provide notice to the Union and an opportunity to bargain over such subcontracting decision.

Section 5: The Union, on behalf of the employees, agrees to cooperate with and not interfere with the Employer's efforts to ensure employee compliance with all federal and state regulations including, but not limited to, the New York gaming and lottery regulations and requirements applicable to the bargaining unit employees.

ARTICLE V – TRANSFERS

Section 1: The Employer may temporarily transfer one or more employees from one location to another location covered by this Agreement. For purposes of this Article only, the

phrase "temporarily transfer" means to transfer an employee for up to ninety (90) work days in a rolling twelve (12) month period.

Section 2: The Employer may seek volunteers for a permanent transfer from one location to another location covered by this Agreement but may not involuntarily transfer on a permanent basis an employee from one location to another location covered by this Agreement. The term "permanent" does not restrict the Employer's ability to discipline, suspend, discharge, terminate or layoff an employee in accordance with the terms of this Agreement.

ARTICLE VI – NON-DISCRIMINATION

Section 1: The Employer and the Union agree to not discriminate against any employee covered by this Agreement with respect to terms and conditions of employment due to such employee's race, color, religion, gender, national origin, age, disability, sexual orientation, marital status, or any other legally protected characteristic, consistent with applicable federal, state, and local law.

Section 2: Whenever any words are used in this Agreement in the masculine gender, they are to be construed as though they were also used in the feminine gender as the context may require, and vice versa.

ARTICLE VII – PROBATIONARY PERIOD

Section 1: The initial ninety (90) calendar days of a new employee's employment shall be considered to be a probationary period, excluding any calendar days missed for illness or other reasons. All such missed calendar days shall be added to and extend the employee's probationary period. The Employer may, in its discretion, extend the probationary period up to another thirty (30) calendar days to more fully evaluate an employee's performance. The Employer will notify the employee of the decision to extend the probationary period prior to extending it.

Section 2: 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 Employer. Any discipline or termination from employment occurring within or at the end of such probationary period shall not be subject to or reviewable under the Grievance and Arbitration provisions of this Agreement.

Section 3: Probationary employees who are retained by the Employer after the end of their probationary period shall be credited with their most recent date of hire by the Employer for the purpose of determining their seniority and eligibility for those contractual benefits that are based upon length of service with the Employer. An employee or the Union, on behalf of an employee, may only utilize the Grievance and Arbitration provisions of this Agreement after an employee has successfully completed the probationary period (inclusive of any extensions).

Section 4: If an employee is promoted to another bargaining unit position, the Employer 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 Employer may, in its sole discretion, return the employee to the position previously held by the employee at the employee's previous rate of pay. Upon request of the Union, the Employer will discuss the reasons for such decision with the Union; however, the return to the previous position/rate of pay shall not be subject to or reviewable under the Grievance and Arbitration provisions of this Agreement.

ARTICLE VIII – DISCIPLINE AND DISCHARGE

Section 1: The Employer maintains sole discretion in deciding whether to discharge, suspend or otherwise discipline any employee for just cause.

Section 2: All protests of disciplinary action taken by the Union must be processed through the Grievance and Arbitration provisions as outlined in this Agreement but, in any such case, the decision or action of the Employer shall be controlling unless shown, by clear and convincing evidence, to have been undertaken in violation of the terms of this Agreement.

Section 3: One progressive discipline procedure will exist for all conduct related discipline including, but not limited to, unsatisfactory performance, violations of gaming or state lottery rules, violations of work rules, and/or violations of other Company policies. The progressive discipline procedure will typically consist of one or more of the following steps:

First Infraction -	Verbal Warning (which may be documented)
Second Infraction -	Written Warning
Third Infraction -	Three (3) Day Unpaid Suspension
Fourth Infraction -	Termination

The discipline shall remain in effect for twelve (12) months from the issuance of such discipline for purposes of the progressive discipline procedure noted above. The Employer may, in its discretion, initiate discipline at any of the above progressive discipline steps and skip one or more of the above steps based on its judgment as to the nature, severity and consequences of the conduct; the discipline record of the employee; and the totality of the circumstances.

Section 4: In the event that disciplinary action is submitted to outside arbitration under the grievance and arbitration provisions, the arbitrator shall not consider the failure of a visitor or third party witness to appear at a hearing as prejudicial to the Employer's case.

Section 5: The Employer shall use reasonable efforts to provide the Union with written notice of any discharge within five (5) calendar days after such discharge is effective; provided however, failure to do so shall not constitute a basis to overturn the discharge.

ARTICLE IX – HOURS OF WORK AND PREMIUM PAY

Section 1: The work week will consist of seven (7) consecutive twenty-four hour periods beginning on Monday and ending on Sunday or on such other days of the week as determined by the Employer from time to time consistent with applicable law.

Section 2: The work day shall consist of any twenty four (24) hour period commencing with each employee's assigned starting time.

Section 3: Any continuous number of hours in excess of forty (40) hours per work week shall be considered as overtime hours. Overtime at the rate of one and one half (1 ½) times the regular straight time rate of pay shall be paid to employees for all hours worked in excess of forty (40) hours in a work week.

Section 4: An employee's actual hours worked shall be counted in calculating the forty (40) hours in a work week beyond which the overtime rate of pay is paid, unless otherwise specified in this Agreement.

Section 5: 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. 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 Employer.

Section 6: The Employer retains the discretion to establish, reestablish or modify the work week, the number of hours that an employee is regularly scheduled to work each work day, and the times that employees are regularly scheduled for breaks during the work day, as more fully described in the Management Rights Article of this Agreement.

Section 7: A regularly scheduled full time employee is typically scheduled for forty (40) hours per work week; however, such employee may not work forty (40) hours per work week in the event of scheduled or unscheduled paid time off, holidays, absences from work due to illness or otherwise, unusual circumstances that adversely impact business operations, acts of God or other acts outside the control of the Employer, lack of work, or other legitimate business reasons. Accordingly, the Employer does not guarantee any minimum number of hours of work per work week for full-time or regular part-time employees. The Employer retains the discretion to require an employee to either not work, arrive later than the employee's regular start time, and/or leave prior to the end of the employee's regular end time on any work day; provided that, such discretion is not exercised in an arbitrary and capricious manner. If employees are sent home before the end of their scheduled shift due to lack of work or an emergency, employees will be paid only for hours actually worked.

Section 8: There shall be no pyramiding of overtime.

Section 9: The Employer shall use reasonable efforts to provide employees with two (2) hours advance notification of the need to work overtime, unless business circumstances prevent such advance notice.

Section 10: The Employer may, in its discretion, require an entire shift, department or job classification to work overtime. In the event that an entire shift, department or job classification is not required to work overtime, then the Employer shall assign overtime as set forth herein. The Employer shall first ask the most senior employee in the job classification and on the shift where the overtime is required if he/she is willing to accept the overtime assignment. If the employee accepts or rejects the overtime assignment, his/her name goes to the bottom of the overtime roster and, if the overtime need has not been satisfied, then the Employer shall offer the overtime assignment to the next senior employee. The Employer shall continue this same process until the overtime needs are filled. In the event that an employee is inadvertently overlooked for an overtime assignment, that employee will be offered the next available overtime and no other remedy. The Employer agrees to use reasonable efforts to attempt to equalize actual overtime hours worked by employees consistent with the terms of this subsection of this Article. In the event that an insufficient number of employees have volunteered to satisfy the need for overtime, then the Employer may, in its discretion, assign employees to work overtime on a mandatory basis in reverse order of seniority within the job classification starting with the employees working the then current shift (i.e. requiring such employees to remain after the scheduled end time of their shift). Failure to work overtime when required is subject to discipline by the Employer.

Section 11: The scheduling of rest and meal periods is wholly within the discretion of the Employer, and need not be at the same fixed time for employees on the same shift.

ARTICLE X – BEREAVEMENT

Section 1: In the event a regular full-time employee experiences the death of his/her immediate family member, then such employee shall be entitled to up to three (3) consecutive regular work days off with pay to attend the funeral and to the affairs of the deceased. In the event a regular full-time employee experiences the death of his/her immediate family member and such employee is required to travel out of state to attend the funeral service, then such employee shall be entitled to up to five (5) consecutive regular work days off with pay to attend the funeral and to the affairs of the deceased. The bereavement leave must be taken immediately following the death of the employee's immediate family member.

Section 2: Payment for each such day is at the employee's base rate of pay, for eight (8) hours per work day. Bereavement pay is not available in addition to any other type of pay for the same period.

Section 3: Employees are required to provide the Employer with as much notice as reasonably practicable regarding their need to take funeral leave. The three (3) or five (5) consecutive work days of funeral leave, as applicable, must be taken during the period between the date of death and the day following the funeral and may not be split or postponed unless

otherwise allowed in management's discretion. The Employer reserves the right to demand proof of death and entitlement to benefits under this Article.

Section 4: The term "immediate family member" is defined as: father, mother, current spouse, child, current step-child, current father-in-law, current mother in-law, grandparents, sister, brother, current brother-in-law, current sister-in-law, current aunt or uncle, current niece or nephew, and grandchildren.

ARTICLE XI – JURY DUTY AND MILITARY LEAVE

Section 1: Any full-time or regular part-time employee who is required to perform jury duty must immediately notify his/her supervisor and will be granted a leave of absence for the hours during which he or she is necessarily absent from scheduled work as a result of such jury duty. The Employer may request the employee to submit a written request to the appropriate authorities to be excused or exempted from or rescheduled for jury duty and the employee will fully cooperate with the Employer to request such exemption from or rescheduling of jury duty.

Section 2: Employees will be required to provide satisfactory evidence of jury duty including, but not limited to, the notice or subpoena requiring jury duty service and a certificate of service upon return to work. For any scheduled hours missed for jury duty leave under this Article, employees will be paid the difference between the pay they receive for such jury duty and the base rate of pay they would have received for regularly scheduled hours had they worked during such leave up to a maximum of ten (10) working days per calendar year for regular jury duty and twenty (20) working days per calendar year for grand jury duty.

Section 3: If an employee is released from jury duty early enough to work at least half of his/her regular shift, then such employee must contact his/her supervisor for instructions as to whether to attend work.

Section 4: The jury duty provisions in Sections 1, 2 and 3 of this Article do not apply to any situation in which an employee may be subpoenaed to serve as a witness in a trial or as a witness in a grand jury.

Section 5: Employees will be required to provide satisfactory evidence of National Reserve or National Guard duty. For any scheduled hours missed for National Reserve or National Guard duty leave under this Article, employees will be paid the difference between the pay they receive for such duty and the base rate of pay they would have received for regularly scheduled hours had they worked during such leave up to a maximum of ten (10) working days per calendar year.

Section 6: Whenever possible, employees shall coordinate such leave with the Employer so as not to interfere with the Employer's scheduling or staffing.

ARTICLE XII – PERSONAL LEAVES OF ABSENCE

Section 1: In its discretion, the Employer may grant an employee, who has completed six (6) months full time employment, an unpaid leave of absence for extraordinary reasons of a personal nature; provided that, the leave of absence does not exceed sixty (60) calendar days in a rolling twelve (12) month period. The employee must request the personal leave of absence in writing. The employee's request for a leave of absence must set forth the specific reasons the employee is requesting the leave of absence and must state the starting date and expiration of the requested leave of absence. A leave of absence may only be taken with written approval of the employee's supervisor. Personal leaves of absence will be granted on a case by case basis. Personal leaves are granted at the discretion of management based on the current business demands of the Employer. Personal leaves will not be granted for purposes of going to school or obtaining other employment. The Employer may require the employee requesting a personal leave of absence to provide additional documentation in support of the written request for leave. The employee will be notified in writing if any additional documentation is required.

Section 2: An employee on an approved leave of absence shall retain seniority but shall not receive holiday pay or accrue paid time off benefits.

Section 3: If an employee desires to return to work before a granted leave expires, the Employer will make reasonable efforts to return an employee to work prior to the scheduled end of his/her leave of absence and no guarantee exists that the employee will be returned from the leave of absence early.

Section 4: When an employee returns from an approved personal leave of absence, the Employer will make reasonable efforts to place the employee in a similar position and shift to the one the employee vacated at the same location the employee worked prior to the leave of absence but no guarantee exists that the employee will be placed in the same or similar position or shift. If the Employer is not agreeable to guaranteeing an employee a position upon return from a personal leave of absence, then the Employer shall so inform the employee prior to the commencement of the leave.

Section 5: In the event an employee is granted a personal leave of absence, the employee is responsible to timely remit the employee's portion of the monthly cost (pro rated for partial months) to maintain his/her health, dental and vision insurance benefits for the duration of the leave.

Section 6: An employee who accepts any employment or engages in self-employment or other business relationship with another employer, entity or person (including the employee himself) while on a leave of absence shall be deemed to have voluntarily resigned and such employee's employment shall end.

Section 7: In the event that an employee fails to timely return from a leave of absence, such employee's employment shall end.

Section 8: An employee who gives an inaccurate or false reason, in whole or in part, for requesting or obtaining a leave of absence shall be discharged.

ARTICLE XIII – SENIORITY

Section 1: Seniority shall mean the length of continuous active employment with the Employer and shall accrue from one's most recent date of hire by the Employer; however, the principles of seniority shall only apply to employees in the bargaining unit and not apply to any employee within the probationary period. If more than one employee is hired on the same date, then the method of determining the senior employee shall be to conduct a lottery or drawing in the presence of the affected employees, a representative of the Employer and a representative of the Union.

Section 2: A seniority list containing both full-time employees and regular part-time employees shall be maintained by the Employer for the entire bargaining unit and for each of the three (3) facilities covered by this Agreement.

Section 3: In the event that it becomes necessary to layoff employees, the Employer shall notify the Union and post a notice advising the employees that those who wish to go on layoff for a stated length of time may volunteer for such layoff as evidenced by their timely signatures on the posted layoff list. In the event that it becomes necessary to layoff employees involuntarily, then the layoff shall be implemented in reverse order of seniority of employees at a given facility within the job classification(s) designated for layoff. In the event that a Technician II or III is laid off due to elimination of the job classification at a given facility, then such employee may bump a less senior employee in the same or lower existing classification at such facility and assume such employee's shift (i.e., a Technician III may bump into an existing Technician I or II position or a Technician II may bump into an existing Technician I position, at the same facility). Notwithstanding the foregoing, the maximum number of bumps that may be exercised, in the aggregate, by all employees affected by a layoff in any particular layoff situation is two (2) bumps. The first bump must be to a less senior employee in the same or lower job classification. The second bump must be of the least senior employee in the same or lower job classification. In each bump, the employee must assume the shift of the displaced employee.

Section 4: If a regular part-time employee has greater seniority than a full-time employee in the same classification who is to be laid off, the regular part-time employee must be willing to accept full-time employment to continue working. A regular part-time employee on layoff shall have recall rights to a full-time position only if he/she is willing to work the required full-time schedule of hours.

Section 5: Seniority rights shall be lost and an employee's employment with Employer shall end for any of the following reasons:

(a) An employee resigns, quits, or retires;

(b) An employee who has been laid off does not report to work from recall within two (2) calendar days after the employee and/or the Union have been notified by telephone, telecopy, hand delivery, overnight mail or registered mail to return to work and it shall be the responsibility of the employee to keep the Employer and the Union advised of his/her current mailing address;

(c) An employee is discharged;

(d) An employee overstays a leave of absence without prior written approval of the Company;

(e) An employee is on layoff in excess of twelve (12) months;

(f) 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;

(g) An employee fails to notify the Employer 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;

(h) Acceptance of employment or self-employment of any nature while on a leave of absence.

Section 6: The Employer shall provide the Union with a seniority list, including job classifications, wage rates and dates of hire, on or about the effective date of this Agreement and said list shall be updated upon written request by the Union not to exceed four (4) times per contract year.

Section 7: Seniority does not accrue during the time an employee holds a non-bargaining unit position.

Section 8: The Employer may determine the number of Technician I, II and III positions assigned to a facility. In the event that there is a work schedule change after the effective date of this Agreement, then any new vacancies on a given shift resulting from the work schedule change shall be determined by an employee's seniority.

ARTICLE XIV – GRIEVANCE AND ARBITRATION PROCEDURES

Section 1: An employee or a union representative may discuss concerns and complaints with the employee's immediate supervisor, a human resources representative or a managerial employee in an attempt to resolve the issue prior to it becoming a grievance.

Section 2: A grievance under this Article is defined as a dispute by either the Employer or the Union involving: a) the interpretation or application of this Agreement, b) policies or orders of the Employer affecting terms and conditions of employment, c) an alleged wrongful disciplinary action taken against an employee, or d) an alleged assignment of duties or responsibilities to employees which are substantially different from the duties and responsibilities summarized in their job descriptions, company policies, standard operating procedures and/or which they may have historically been assigned from time to time by

Employer. A grievance must be submitted in writing describing the nature of the dispute and referencing the applicable provisions of this Agreement.

Grievances shall be processed as follows:

Step 1: All written grievances by the Union shall be delivered and received by the Manager of Human Resources or his/her designee within ten (10) calendar days of the earlier of the date either the employee or the Union knew or should have known of the grievable action or event (hereinafter referred to as the "Grievance Occurrence Date"). The Step 1 grievance meeting will be handled telephonically. The Employer and the Union shall not have more than three (3) representatives per party at any such meeting. The Employer shall use reasonable efforts to issue a written response to the grievance within fifteen (15) calendar days after receipt of the grievance by the Employer. In the event the written grievance is not resolved and/or a written response is not issued within twenty five (25) calendar days after the Grievance Occurrence Date, then the grievance may be taken to Step 2 by the Union.

Step 2: If a grievance has not been timely or satisfactorily resolved in Step 1, a written appeal may be submitted to Step 2 of the grievance process and must be received by the Director of Operations or his/her designee within forty (40) calendar days of the Grievance Occurrence Date. The representatives of the Employer and the Union shall use reasonable efforts to meet and discuss the grievance at the facility at which the grievance arose within twenty (20) calendar days after receipt of the Step 2 grievance by the Employer. The Employer and the Union shall not have more than three (3) representatives per party at any such meeting. In the event that the parties cannot, despite good faith efforts, meet in person to discuss the grievance within the above time period then this "meet and discuss" may occur by telephone conference. The Employer shall use reasonable efforts to issue a written response to the grievance within twenty five (25) calendar days after receipt of the grievance by the Employer. In the event the written grievance is not resolved and/or a written response is not issued within twenty five (25) calendar days after receipt of the Step 2 grievance by the Employer, then the grievance may be taken to arbitration. Grievances related to the discharge of an employee shall be commenced at Step 2 of the Grievance Procedure and shall be delivered and received by the Director of Operations or his/her designee within ten (10) calendar days of the Grievance Occurrence Date. Grievances by the Employer shall be commenced at Step 2 and be submitted, in writing, to the Union's Business Representative.

Step 3: If a grievance has not been timely or satisfactorily resolved in Step 2 and the Union desires to proceed to arbitration, then it must be submitted in writing to arbitration by the Union within sixty (60) calendar days after the earlier of either: (1) the date of issuance of the Employer's written response to the Step 2 appeal of the grievance, or (2) the last date on which the Employer could have timely issued a written response to the Step 2 appeal of the grievance (i.e., the date that is twenty five (25) calendar days after receipt of the Step 2 grievance by the Employer). If a grievance has not been timely or satisfactorily resolved in Step 2 and the Employer desires to proceed to arbitration, then it must be submitted in writing to arbitration by the Employer within sixty (60) calendar days after receipt of a written response to the Employer's grievance from the Union.

Section 3: A grievance to be submitted to arbitration shall be done so in accordance with the Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall be selected pursuant to the American Arbitration Association rules. The Arbitrator shall consider only the particular issue or issues presented in writing by the Employer and the Union. If the parties are unable to agree on the issue, the Arbitrator shall frame the issue. The Arbitrator's decision and award shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The Arbitrator has no authority or power to add to, delete from, modify, disregard, or alter any of the written terms 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 in writing by all parties. The Arbitrator shall not consider the failure of a visitor or third party witness to appear at a hearing as prejudicial to the Employer's case. A decision of the arbitrator on any grievance within the scope of the issues submitted and within the arbitrator's authority shall be final and binding on the Company, the Union and the employees involved, subject to applicable law. The terms of this Agreement are not intended to preclude employees from timely filing complaints with the Equal Employment Opportunity Commission or the applicable state or local anti-discrimination agency.

Section 4: The grievance and arbitration procedures as contained in this Agreement shall be the sole and exclusive means to be used by any employee, group of employees, the Union, its locals, and its representatives, and the Employer and its representatives for adjusting and settling a question or issue related to the terms of this Agreement, except as may otherwise be indicated in this Agreement (i.e., the Strikes and Lockouts Article) or as may be required or allowed under applicable law.

Section 5: If a grievance meeting is not held or a response is not given to a grievance within the time limits set forth above, then the other party may appeal the grievance to the next higher step provided that the appeal to the next step is taken within the applicable time limits. When mutually agreed upon in writing by the Union and the Employer, the time limits at a particular step of the grievance procedure and/or any steps of the grievance procedure itself may be waived or changed. If the employee or the Union fails to submit or process a grievance at any step within the time limits set forth above and the deadline is not waived by mutual written agreement, that grievance shall be considered waived and settled and such failure shall constitute a bar to all future grievances on the same event.

Section 6: An employee shall comply with all instructions and perform all duties, when and as instructed, even though he or she may feel aggrieved provided that the employee's life or health is not placed in serious peril.

Section 7: Grievances resolved at any step of the grievance procedure will not be regarded as setting precedent for future interpretation of this Agreement unless mutually agreed in writing by the Employer and the Union. Any grievance may be moved directly to a more advanced step of the grievance procedure by mutual written agreement.

Section 8: Copies of all documents used by the Union or the Employer to support a grievance at any of the above referenced three steps shall be made available to the other party upon request.

Section 9: The arbitration of a grievance shall be extended only to those grievances which are arbitrable under this Agreement. In order for a grievance to be arbitrable, it must: (1) meet the definition of grievance as set forth in this Agreement, (2) have been processed through the grievance procedure properly and within the applicable time limits as set forth in this Agreement; (3) be referred to arbitration within the applicable time limits as set forth in this Agreement; and (4) not require the arbitrator, in order to rule in favor of the grievant, to exceed the scope of his or her jurisdiction as defined in this Article.

Section 10: Subject to the terms of the Discipline and Discharge Article, the Arbitrator shall have the authority to order or deny reinstatement of an employee with or without back pay. In the event there is an award of any back pay, any earnings by the employee and any unemployment compensation insurance collected by the employee during the period of unemployment shall be offset and deducted from this award. Any employee who has been discharged shall have the duty to seek work so as to mitigate the claim for back wages. Back pay liability shall not accrue from a date more than ten (10) calendar days prior to the time a written grievance is filed with the Employer.

Section 11: The arbitrator's fees and expenses shall be borne equally by the parties to this Agreement, except that each party shall bear the costs for its own legal representation. The expenses incidental to each party's witnesses shall be borne by the party calling the witnesses.

Section 12: The fact that a claim or dispute has been processed under the grievance procedure set forth in this Agreement will not preclude the raising of the question of arbitrability with respect to such claim or dispute before the arbitrator selected to hear such claim or dispute.

Section 13: No more than one (1) grievance shall be submitted to the same arbitrator at a single hearing, except by mutual agreement of the parties.

ARTICLE XV – STRIKES AND LOCKOUTS

Section 1: Under no circumstances shall there be any strike, stoppage, refusal to perform any job assignment, cessation of work, concerted refusal to work overtime, concerted mass sickness, sympathy strike, slowdown, picketing, refusal to cross any picket line or other interference with or interruption of the Employer's business during the term of the Agreement. The Union, its officers, representatives, agents, members and the employees covered by this Agreement agree that they shall not authorize, instigate, cause, aid, encourage, support, condone or participate in any of the above conduct during the term of this Agreement. Violation of this provision may result in the discharge of the employee or employees committing such violation.

Section 2: The Employer agrees to use good faith efforts to request the casino at which the employees covered by this Agreement work to establish a reserve gate system in the event of threatened or actual picketing by another union; however, the failure of a casino to

timely establish a reserve gate system does not excuse the Union, its officers, representatives, agents, members and the employees covered by this Agreement from fully complying with the terms of this Article. In the event that a reserve gate is not established, the Employer will provide escort for the bargaining unit employees by either law enforcement or security through a picket line.

Section 3: In the event of a breach of any of provisions of this Article, the Employer shall have the right to go to court (without having to proceed to arbitration) to seek relief and this Agreement does not limit the Employer's remedies.

Section 4: In the event of conduct by an employee or employees prohibited by this Article, the Union shall:

(a) promptly and publicly (both verbally and in writing) disavow the prohibited action;

(b) promptly and publicly notify (both verbally and in writing) all the employees involved that they are violating the Union's collective bargaining agreement with the Employer, directing them to cease any further violations of this Article, directing them to return to work immediately, and directing all other employees to continue working and refrain from any violations of this Article; and

(c) promptly make all reasonable efforts to induce the employees to return to work, to cease any violations of this Article, and to cooperate with the Employer fully in obtaining a resumption of operations.

In the event that the Union shall fail, or refuse, to take the actions required under (a), (b) and (c) above, it shall be conclusively presumed to be supporting, aiding, sponsoring, encouraging and approving such prohibited activity.

For purposes of this Article, the term "Union" includes the Communications Workers of America, and its Local Union No. 1105.

Section 5: There shall be no lockout during the term of this Agreement so long as this Article is not violated by the Union, its officers, representatives, agents, members and/or the employees covered by the Agreement.

ARTICLE XVI – UNIFORMS AND TOOLS

Section 1: The Employer shall provide three (3) shirts annually to the bargaining unit employees in or about September of each year.

Section 2: An employee is expected to provide the following tools at the employee's own expense: Leatherman, Basic Socket Set, Ratcheting Screwdriver Set, Needle Nose Pliers and Wire Cutters. To the extent additional tools are required, as determined by the Employer, then such additional tools shall be provided by the Employer at its expense.

ARTICLE XVII – UNION VISITATION AND BULLETIN BOARDS

Section 1: No Union steward or employee shall engage in any union activity (including but not limited to solicitation and/or the distribution of literature) during his work time, during the work time of the intended recipient of the solicitation or distribution, or in work areas.

Section 2: A non-employee representative of the Union may visit the Employer's job site at reasonable times during regular work hours to investigate grievances and handle disciplinary matters, subject to the applicable rules of the state lottery or gaming commission. Any such visit to the Employer's "back of the house" work area must be approved by the Employer and scheduled in advance with at least twenty four (24) hours advance notice except in emergency situations. Any such visit must be conducted so as to not, in the reasonable opinion of the Employer, interrupt employee work schedules or interfere or disrupt the Employer's operations. The Union representative accessing the Employer's "back of the house" work area must comply with all rules and regulations of the Employer and the state lottery or gaming commission. The Union representative must check in at the designated area established by the state lottery or gaming commission and then be accompanied to the "back of the house" work area by management. The Union and its representatives accessing the Employer's "back of the house" work area will indemnify and hold the Employer and its officers, directors, employees and agents harmless against any and all claims, demands, causes of action, attorneys fees, expenses or costs arising from, connected with, or related to the presence of the Union representatives at the Employer's job site.

Section 3: The Employer shall permit the Union to hang a bulletin board, supplied by the Union, at the Employer's work areas for each facility covered by this Agreement for the posting of official notices or bulletins concerning official Union business directly affecting the bargaining unit employees' terms or conditions of employment. The bulletin board shall not be used for any other purpose. Such notices or bulletins may be posted on the bulletin board only by the Union, by or through its authorized and designated officers and representatives, and may not be posted in any other location or place, either inside or outside the Employer's work areas at each facility. No individual may post such notices or bulletins in or at the Employer's work areas at each facility other than on the approved bulletin board. The bulletin board shall be mutually agreeable in size and structure.

Section 4: Union notices that may be posted on the bulletin board are restricted to the following types: notices of recreational and social affairs; notices of union elections, appointments and results of such elections; notices of Union meetings; and other notices concerning Union affairs which are not political or controversial in nature as determined by the Employer.

Section 5: No notice, bulletin or other document posted by or on behalf of the Union on its designated bulletin board will contain anything which is religious, ethnic, racial, discriminatory or which is profane or obscene, or which is defamatory toward or disparaging of the Employer, its services, or any of its officers, managers, supervisors, employees, or affiliates.

Section 6: Copies of all documents, before they are posted, shall be submitted to a supervisor of the Employer at the job site and/or an authorized management representative of the Employer for approval prior to posting on the bulletin board.

Section 7: The Employer may require the Union (i.e., the Union's elected officers, staff and/or stewards) to remove any documents or material posted on a bulletin board which it determines violates or is otherwise inconsistent with the terms of this Article. If the Union fails to promptly comply, the Employer may itself remove the document or material.

ARTICLE XVIII – STEWARDS

Section 1: The Union shall notify the Employer, in writing, of the elected officers, staff and stewards of the Union for the bargaining unit and the Employer shall recognize no other individuals as officers, staff or stewards of the Union for the bargaining unit.

Section 2: A Union steward or other employee must conduct union business during a regularly scheduled break time or on non-work time either before or after the employee's shift and arranged so as to not interrupt employee work schedules or disrupt the Employer's operations. Any necessary time away from a work assignment by a steward must be approved by management in advance, shall be scheduled as far in advance as practical so as to minimize disruption to the Employer's operations, and shall be unpaid, unless management schedules the meeting at its request or otherwise agrees to attend a meeting requested by the Union and management requires the steward to attend such meeting during such steward's regular work hours in which case only the actual time in attendance at the required meeting will be paid. In the event a steward attends a Step 1 or Step 2 grievance meeting, then the steward shall be paid for his/her actual hours in attendance at such grievance meeting; provided however, a maximum of one steward shall be paid by the Company per grievance meeting.

ARTICLE XIX – NON-BARGAINING UNIT EMPLOYEES

Supervisors and other regular employees of the Employer who are not members of the bargaining unit may perform bargaining unit work consistent with the Employer's practices prior to the effective date of this Agreement including, but not limited to, instruction or training of bargaining unit employees, lack of availability of bargaining unit employees due to tardiness, absenteeism, or otherwise, lack of timely response by bargaining unit employees to communications (such as radio calls) seeking assistance from the casino, emergency situations, installations, special or large projects, complex gaming machine repairs, work undertaken under the Employer's escalation procedures, work needed to minimize or avoid the risk of liquidated damages due to gaming machines being down for a period of time, and/or unusually high volume of customers/playing of machines.

ARTICLE XX – SAFETY COMMITTEE

The designated representatives of the Employer and the Union will meet up to three (3) times per contract year upon the written request of either the Employer or the Union to discuss

accidents, safety and security issues. The Safety Committee will consist of up to three (3) representatives of the Union and up to three (3) representatives of the Employer. The Safety Committee meetings will be scheduled at a mutually agreeable place, date and time and not last longer than one (1) hour in duration. The Employer is not obligated to adopt, in whole or in part, any suggestions or recommendations submitted by the Union to the Employer through the Safety Committee.

ARTICLE XXI – MISCELLANEOUS

Section 1: The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability or expense that may arise out of or by any action taken or not taken by the Union which may be construed as a breach of the Union's duty of fair representation of the employees covered by this Agreement.

ARTICLE XXII – ATTENDANCE AND ABSENTEEISM

The Employer's Attendance and Absenteeism Program is attached hereto as Appendix "A".

ARTICLE XXIII – BUSINESS EXPENSE REIMBURSEMENT

Section 1: An expense reimbursement of an employee shall be submitted in accordance with the procedures as adopted from time to time by the Employer. The expense reimbursement shall be properly documented including, but not limited to, a vendor issued receipt verifying such expense, the identity of the persons involved with such expense, and a description of the business purpose of the expense.

Section 2: An expense incurred by an employee in connection with job related travel required and pre-approved, in writing, by an employee's supervisor, shall be promptly submitted by the employee for reimbursement and, in any event, no later than thirty (30) calendar days after incurring the expense. The Employer shall tender the expense reimbursement to the employee within sixty (60) calendar days after the employee has submitted the request for reimbursement to the Employer provided that such request has been timely submitted in accordance with the Employer's procedures and has been approved by management.

Section 3: In the event that the Employer requires an employee to use such employee's personal vehicle in business related travel, the Employer shall reimburse the employee at the standard mileage rate as set forth in the applicable IRS regulations and the tolls/parking costs reasonably incurred by the employee.

ARTICLE XXIV – NEW JOB CLASSIFICATIONS

The Employer agrees that it will not establish a new job classification that is within the scope of the Recognition Article in this Agreement, during the term of this Agreement, without consent by the Union, which consent shall not be unreasonably withheld.

ARTICLE XXV – INSPECTION OF PERSONNEL FILE

Once each calendar year, an employee may, upon written request, inspect the performance evaluations and other documents in his personnel file. The inspection must be requested by the employee sufficiently in advance to enable it to be scheduled at a mutually convenient time and place.

ARTICLE XXVI – PAID TIME OFF

Section 1: ELIGIBILITY

All full-time and regular part-time employees whose standard weekly hours are thirty (30) hours or more per work week are eligible for Paid Time Off ("PTO"). Employees whose standard weekly hours are less than thirty (30) hours per work week are not eligible for PTO.

Section 2: GENERAL PROVISIONS

Accrual of Paid Time Off

1. New employees start to accrue PTO as of the date of hire.

2. Employees will only be paid for PTO that has been accrued. PTO may not be borrowed from future calendar years. Employees may request supervisor approval to schedule and use unaccrued PTO that will be accrued during the then current calendar year up to a maximum of forty (40) PTO hours for a regular full time employee and pro-rated for a regular part time employee based on such employee's regularly scheduled weekly hours (referred to as "advanced PTO"). An employee may not request or use unaccrued or advanced PTO for a reason that is covered by the Employer's short term disability, long term disability and/or FMLA policies. In the event that an employee is approved to use and uses advanced PTO but such employee's employment ends before the advanced PTO is actually accrued, then such employee agrees to repay the Employer for such advanced PTO including, but not limited to, deduction of such advanced PTO from the employee's paycheck(s). Employees taking advanced PTO agree to sign any necessary authorization to allow for the deduction of the advanced PTO from their paycheck(s) and a document agreeing to repay such advanced PTO. At the discretion of the Employer, time off without pay may be taken as a personal leave of absence if there is no accrued PTO, subject to the terms of the Personal Leave of Absence article.

3. Accrual of PTO is based on the employee's standard weekly hours, length of active service, and is subject to an accrual cap. All PTO accruals are based on completed years

of service. The PTO accrual rate is prorated for regular part-time employees based on standard weekly hours (i.e. 40 hours for a full-time employee).

- **Active length of service** is based on the employee's service date, which is his/her last date of hire. PTO accrual rates for all full-time bargaining unit employees are as follows:

I. Year 1 through completion of 4th year:	128 hours
II. Beginning of 5th year through completion of 9th year:	168 hours
III. Beginning of 10th year and up	208 hours

4. PTO benefits are paid in a minimum increment of one (1) hour.

5. PTO shall be paid at the regular hourly rate of pay in effect for each employee at the time the PTO is taken.

Ongoing PTO Cap

6. PTO accrual is subject to an ongoing PTO cap throughout the year. PTO stops accruing when an employee's PTO bank reaches the designated PTO cap based on the employee's length of service, as set forth in the below chart.

7. The PTO cap is based on an employee's length of active service as reflected by seniority date (see chart below). The below chart relates to full time employees and is pro-rated for regular part time employees.

Length of Service	Ongoing Cap
Category I (1-4 yrs)	160 hours
Category II (5-9 yrs)	200 hours
Category III (10+ yrs)	240 hours

Request for Scheduled Paid Time Off

8. Requests for PTO should be submitted in writing with as much advance written notice as possible using the PTO Request Form based on the following guidelines:

(a) In order to be considered scheduled PTO, a request must be submitted at least fourteen (14) calendar days in advance of the requested period off.

(b) Requests for PTO with less than the required fourteen (14) days advance notice will be considered at the discretion of the Employer based on the needs of the business, the availability of personnel, and the timeliness of the request.

(c) Requests for PTO for FMLA leaves are excluded from the notice requirements provisions of this section.

(d) Requests for PTO will be considered based on the following criteria: timeliness, needs of the business, availability of personnel and approval by the appropriate supervisor.

9. In or about November of each calendar year, the Employer shall circulate a chart seeking the employees' PTO preferences for the following calendar year. Upon receipt, an employee may submit PTO preferences for the following calendar year. In the event of duplicate requests for PTO during the same or an overlapping time period for the following calendar year, a determination will be made whether one or more employees at the same casino will be granted PTO for the time period requested and, if PTO is allowed for the time period requested, the allocation of PTO will be made based on an employee's seniority. In the event that an employee requests PTO during the course of a calendar year, the PTO will be considered on a first come, first serve basis regardless of the employee's seniority, subject to the factors set forth in Section 8(d) above. In the event that, during the course of the calendar year, two or more employees at the same casino request PTO for the same or an overlapping time period and such requests are received by the Employer on the same date, then the employee with the most seniority who makes a timely request for PTO will be given preference for the PTO, subject to the factors set forth in Section 8(d) above. In all cases, the decision to grant PTO will be based on the needs of the Employer. In the event that PTO has been approved by the Employer, then such approval will not be withdrawn absent voluntary agreement of the employee. In the event that an employee who has been pre-approved for PTO does not voluntarily agree to forego the pre-approved PTO, the Employer may staff the applicable shift(s) through one or more volunteers from the bargaining unit employees covered by this Agreement, through temporarily modified work schedules of one or more bargaining unit employees covered by this Agreement and/or through mandatory work assignments.

Unscheduled Paid Time Off

10. A request for PTO with less than fourteen (14) calendar days advance notice which is approved by management will not be considered unscheduled PTO. Management retains the discretion whether to approve a request for PTO based on the needs of the business, the availability of personnel and the timeliness of the request. Excessive unscheduled PTO will have a negative effect on the employee's annual performance evaluation and will lead to disciplinary action in accordance with the Attendance and Absenteeism program.

11. In the event that an employee volunteers or is required to work on an otherwise regularly scheduled day off or outside such employee's regularly scheduled work hours and then has an unscheduled absence from work on such day or time, the employee will not be paid through the use of PTO and such absence will count as an unscheduled absence under the Attendance and Absenteeism program.

12. At the discretion of the Employer, a physician's note may be required for unscheduled or scheduled absences should the Employer suspect that the absence may not be

caused by illness and/or to the extent that such note may be required under its FMLA and/or insurance programs to verify the illness and the need for the absence. Five or more consecutive days of PTO due to illness requires a request for a personal or medical leave of absence and, in the discretion of the Employer, may require an employee to provide a physician's note verifying the illness and the need for the absence.

Payment for Paid Time Off

13. PTO is paid at the employee's current base hourly rate and does not include overtime or any other type of supplemental compensation. Unscheduled or scheduled PTO is not counted as hours worked in the computation of overtime.

14. When time off is scheduled or taken by the employee, accrued or approved advanced PTO hours will be used rather than taking time off without pay. An employee must use accrued PTO hours for all scheduled or unscheduled time off from work. In the event of an absence for a full work day, the number of PTO hours paid per work day is the same as the employee's regularly scheduled work day.

15. The amount of scheduled and/or unscheduled PTO cannot exceed the employee's regular weekly hours. The combination of PTO and hours worked should not exceed an employee's regular weekly hours, unless the Employer has approved the employee to work overtime hours in that work week.

16. An employee generally is not eligible to receive PTO for a day that is worked. However, if an employee is requested by a supervisor to work during his/her scheduled PTO to provide needed coverage, he/she may be paid the PTO day in addition to time worked, with prior approval from the supervisor.

17. In the event that the casino at which an employee is regularly scheduled to work temporarily closes due to an Act of God (i.e., hurricane, lightning strike, flooding) or a government declared state of emergency, then the employees shall be paid their regular base compensation without the need to use PTO up to a maximum of two (2) consecutive work days. Employees who do not work their regularly scheduled hours or complete their regularly scheduled shift due to the business needs of the Employer, may elect to use PTO or take the time unpaid.

Illness or Injury During Paid Time Off

18. Any illness or injury that occurs during scheduled PTO does not change the nature of the time off as it is still treated as PTO. If an employee is unable to return from scheduled PTO due to illness or injury, he/she may request additional PTO and may be asked to provide a doctor's note.

Change of Active Status

19. If an employee changes from a PTO eligible status to a PTO ineligible status, the employee will be paid out for any accrued, unused PTO and will no longer accrue PTO.

20. If an employee changes from PTO ineligible status to PTO eligible status, the employee will begin to accrue PTO based at the time he/she becomes eligible.

Paid Time Off at Separation

21. Employees will be paid for all accrued but unused PTO after termination of employment.

Waiver of NYS PSLL, NYC ESSTA and WESLL

22. The Company and the Union expressly waive the application of the New York State Paid Sick Leave Law ("PSLL"), the New York City Earned Sick and Safe Time Act ("ESSTA"), and the Westchester Earned Sick Leave Law ("WESLL") such that these laws are not applicable to the bargaining unit employees because the collective bargaining agreement provides comparable benefits, as permitted through Section 196-b(9) of the New York Labor Law, Section 20-916(a) of ESSTA, and Section 585.04(3) of WESLL.

ARTICLE XXVII – HOLIDAYS

Section 1: The Employer recognizes the following nine (9) designated holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day and one (1) floating holiday each calendar year. A designated holiday is the day on which the actual holiday occurs unless the Employer recognizes the designated holiday on another day (i.e., if a national observance holiday falls on a Saturday or Sunday, the Employer may elect to observe the holiday on the preceding Friday or the following Monday). The annual holiday schedule for each calendar year will be announced prior to the beginning of the calendar year.

Section 2: All full-time employees whose standard weekly hours are forty (40) hours per work week and regular part time employees whose standard weekly hours are thirty (30) or more but less than forty (40) hours per work week, who have successfully completed their probationary period, are eligible for holiday benefits. Employees whose standard weekly hours are less than thirty (30) hours per work week and/or who have not yet successfully completed their probationary period or any extension thereof are not eligible for holiday benefits.

Section 3: Employees who do not work on a designated holiday or floating holiday will be paid holiday pay at one time the employee's regular rate of pay. Employees who work on a designated holiday will be paid holiday pay at one time the employee's regular rate of pay and will be paid at one time the regular rate of pay for actual hours worked on such holiday unless the employee has reached forty (40) hours of work per work week after which the employee will be paid at one and one half the regular rate of pay for actual hours worked.

Regular part time employees will be paid pro-rated holiday pay based on the number of hours they are regularly scheduled to work.

Section 4: To be eligible for unworked holiday pay, employees must (a) not be on an unscheduled absence for the holiday and (b) work the entire scheduled shifts both immediately before and after the holiday. If either of these conditions is not met, an employee will not be paid for the unworked holiday hours. This provision does not apply where an unscheduled absence on a holiday or absence on shifts before or after a holiday is due to FMLA leave.

Section 5: Unworked holiday hours that are paid will not be counted in the computation of overtime in the week in which the holiday occurs.

Section 6: The floating holiday may be requested, in writing, at least fourteen (14) days in advance by the employee and will be scheduled in the discretion of the Employer based on the timeliness of the request, the needs of the business, availability of personnel and approval of the appropriate supervisor.

Section 7: In the event that the Employer, in its discretion, chooses to offer a "Day of Charity" in a given calendar year to non-bargaining unit employees employed at the locations covered by this Agreement, then the Employer shall also offer the "Day of Charity" to the bargaining unit employees on the same terms and conditions in such calendar year.

Section 8: The holiday schedule set forth in the first sentence of Section 1 above shall start to apply effective January 1, 2017.

ARTICLE XXVIII – 401(K) PLAN

The employees are eligible to participate in the Employer's 401(k) Plan at the benefit levels in effect at the time of the effective date of this Agreement, and the plan terms (other than the benefit levels) may be modified from time to time in the Employer's sole discretion in the same manner as for other employees of the Employer at facilities covered by this Agreement.

ARTICLE XXIX – CALL IN PAY AND ON CALL PAY

Section 1: Employees required to be on call will receive $7.00 per day Monday through Friday and $35.00 per day on Saturday, Sunday and company holidays.

Section 2: If needed to respond to a call, employees will receive compensation for actual hours worked Monday through Friday plus their on call pay. If needed to respond to a call on Saturday, Sunday or a holiday, employees will receive a minimum of four (4) hours or the actual hours worked if the actual hours worked exceeds four (4) hours plus their on call pay. On call is not counted or reported as hours worked unless the employee has to respond to a call. In the event that an employee responds to a call, then all of the employee's time worked on the telephone is compensable time.

ARTICLE XXX – MEDICAL INSURANCE

Section 1: The Employer agrees to offer the employees covered by this Agreement the same health, dental and vision insurance program(s) at the same level of employee contributions as it offers to the other employees at the Employer's facilities covered by this Agreement, subject to the terms of such programs.

Section 2: The Employer may, in its discretion, make such changes in the programs (including but not limited to the type and amount of benefits and the amount of employee contributions) as may from time to time be considered prudent by the Employer subject to Section 1 above.

Section 3: The Employer agrees to use reasonable efforts to notify the Union's representative and the employees of any changes in coverage, employee contributions or carriers in advance of implementation.

ARTICLE XXXI – WAGES

Section 1: The Company reserves the right to establish the starting wage rates for newly hired employees. This Article is not intended to grant any right to a particular job, or particular work to anyone or any job title. This Article is intended solely to describe the wages to be given employees who are employed by the Employer.

Section 2: As of the first full pay period after the date of ratification of this Agreement, the Employer shall establish the following minimum wage rates for the positions covered by this Agreement. In the event an employee currently receives a higher wage rate than the wage rates set forth below, such employee shall not have such wage rate lowered but shall be grandfathered at the current wage rate subject to further increases as set forth in this Article.

A. Technician I

$22.00/hour – Resorts and Yonkers

B. Technician II

$27.20/hour – Resorts and Yonkers

C. Technician III

$28.20/hour – Resorts and Yonkers

Section 3: The Employer shall provide an employee a wage increase in the following amount upon completion of the minimum units of CAP courses for the applicable job classification:

A. Successful completion of one half (1/2) of the minimum units of CAP courses for the applicable job classification (inclusive of the one time assignment of credit for courses pursuant to Section 3 of Article XXXI from the 2016-2019 CBA): $0.10/hour.

B. Successful completion of all of the minimum units of CAP courses for the applicable job classification (inclusive of the one time assignment of credit for courses pursuant to Section 3 of Article XXXI from the 2016-2019 CBA): $0.10/hour.

The foregoing wage increases are not contingent on actual promotion into an available higher job classification (such as a promotion from Technician I to Technician II). An employee can take the courses for a higher job classification and receive the above wage adjustments before actual promotion into the higher job classification.

Once an employee is promoted into the higher job classification (i.e., Technician II or Technician III), then the employee receives the starting wage rate for such job classification as stated in Article XXXI, Section 2(B) or 2(C) in lieu of the extra CAP compensation set forth in this Article XXXI, Section 3(B).

Section 4:

A. Effective as of the first full pay period after the date of ratification of the 2021-2023 Collective Bargaining Agreement (the date of ratification of December 17, 2021 is referred to as the "2021-2023 CBA Ratification Date"), all then current employees shall receive a $0.80/hour wage increase. As of the 2021-2023 CBA Ratification Date, a recently hired Tech I employee will receive an increase to the new Tech I wage rate as noted in Article XXXI, Section 2(A) (i.e., $22.00/hour) in addition to the wage increase(s) available under Article XXXI, Section 4 and/or Section 8 of the Agreement.

B. Effective as of the first full pay period after the first anniversary of the 2021-2023 CBA Ratification Date, all then current employees shall receive a $0.80/hour wage increase.

Section 5: On or about the date designated by the Employer as the annual performance evaluation date for the bargaining unit employees (as may change from time to time), the Employer shall issue a written performance evaluation for each employee in the bargaining unit with an overall rating on a scale with a maximum of 5.0.

Section 6: An employee shall receive an additional annual wage increase in the amount set forth below based on such employee's overall annual performance evaluation:

Performance Evaluation Score	Wage Increase
4.0 – 5.0	$0.30/hour
3.5 – 3.9	$0.20/hour
3.0 – 3.4	$0.10/hour
2.9 or below	$0

Section 7: The overall performance evaluation score is not reviewable by an arbitrator except when the employee is able to establish by clear and convincing evidence that the Employer's standards for evaluation were applied in a discriminatory manner to such employee and, only in such case, may the arbitrator modify the performance rating to be consistent with other similarly situated employees. In all other circumstances, the arbitrator may not establish a different rating for the employee's job performance.

Section 8:

A. Effective as of the first full pay period after the 2021-2023 CBA Ratification Date, the Employer shall implement the wage increase, if any, set forth in Section 6 of this Article for each then current employee based on such employee's performance evaluation score; provided that such employee has completed his/her probationary period as of the 2021-2023 CBA Ratification Date.

B. Effective as of the first full pay period after the first anniversary of the 2021-2023 CBA Ratification Date, the Employer shall implement the wage increase, if any, set forth in Section 6 of this Article for each then current employee based on such employee's performance evaluation score.

Section 9: Evening Shift Differential:

A. Effective as of the first full pay period after the 2021-2023 CBA Ratification Date, in the event that an employee works any hours between 7:00 p.m. and 12:00 midnight, then the employee shall receive a shift differential in the amount of ten percent (10%) of the employee's regular base rate of pay for only the hours actually worked in such time period.

B. Effective as of the first full pay period after the 2021-2023 CBA Ratification Date, in the event that an employee works any hours between 12:01 a.m. and 6:00 a.m., then the employee shall receive a shift differential in the amount of thirteen percent (13%) of the employee's regular base rate of pay for only the hours actually worked in such time period.

ARTICLE XXXII – CAREER ADVANCEMENT

Section 1: The Employer has established a Career Advancement Program ("CAP") to provide training opportunities for employees in the Technician I, Technician II and Technician III job titles. The Employer may modify the types and number of courses in the CAP provided that such modification is job related. In the event that the Union disputes whether such modification is job related, it may grieve and arbitrate such modification pursuant to the Grievance and Arbitration Article of this Agreement.

Section 2: The Employer retains the discretion to:

(a) develop, modify, add to and/or end the specific training or educational classes that are included in the career advancement program;

(b) develop and/or modify the content of the specific training or educational classes that are included in the career advancement program;

(c) assign or modify the mandatory or elective nature of the specific training or educational classes that are included in the career advancement program;

(d) assign and/or modify the length and credit amounts for the specific training or educational classes that are included in the career advancement program (provided that the aggregate number of mandatory credits may not increase more than five (5) credits for each job title during the term of this Agreement due to the addition of new required courses, absent agreement with the Union);

(e) determine the means by which to test the knowledge of an employee who has completed a specific training or educational class that is included in the career advancement program so as to ensure satisfactory competency in the subject matter of such training or class (such as a computer based test, paper test and/or "hands on" demonstration test); and

(f) verify an employee's eligibility to move from a Technician I to Technician II to Technician III position in the career advancement program.

Section 3: In order for an employee to be eligible to move from a Technician I to a Technician II to a Technician III position in the Career Advancement Program, then:

(a) the employee must satisfactorily complete the mandatory courses and minimum credits required under the Career Advancement Program;

(b) the employee must be in good standing which means that the employee: (i) has not received discipline in the prior twelve (12) month period, (ii) is not on a performance improvement plan, and (iii) has received a meets expectations or better overall employee rating on the most recent annual performance evaluation; and

(c) there must be an open Technician II or Technician III position available.

Section 4: The Employer determines the number of Technician I, Technician II and Technician III positions at Resorts and Yonkers. In the event that there is an open position in one or more of these job titles, then the open position shall be posted through the Employer's intranet and on the Union bulletin board at each location at least five (5) calendar days (the "Posting Period") and, if desired by the Employer, externally advertised. An employee interested in applying for the open position shall so indicate by submitting a written communication to the Employer's Human Resources Department within the Posting Period. The Employer shall consider the applicant's skill, experience, qualifications, and performance, if any,

in determining which applicant to select for the open position. In the event that all of the foregoing factors are equal, then the Employer shall use the seniority of an existing employee as the tiebreaker to select the applicant.

Section 5: The above job titles are not intended to define job functions or otherwise limit the ability of the Employer to assign job duties to employees regardless of job titles, as more fully described in the Management Rights Article of this Agreement, but are solely listed for the purpose of identifying the job titles for the Career Advancement Program.

ARTICLE XXXIII – SEVERABILITY

In the event that any provision(s) of the Agreement shall be held to be invalid, illegal or otherwise prohibited by law, then such provision (or portion thereof) shall be deemed amended so as to comply with such law, to the extent possible, or if such amendment is not possible, then such provision shall be null and void but such invalidity shall not affect the enforceability of the remainder of the Agreement.

ARTICLE XXXIV – DURATION

Section 1: This Agreement shall become effective as of the 17th day of December 2021 and shall remain in full force and effect until 12:00 p.m. midnight on the 30th day of November 2023; and shall renew itself without change from year to year thereafter, unless written notice of termination or desire to modify is given at least one hundred twenty (120) calendar days prior to the expiration date of this Agreement, or any succeeding yearly term, by either of the parties hereto. Timely notice to modify and/or terminate this Agreement shall cause all provisions of this Agreement and all rights claimed to emanate therefrom to expire on the expiration date of the Agreement, and no such provisions or rights shall survive the expiration.

Section 2: The Employer and the Union acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in full in this Agreement. Therefore, it is agreed that the terms set forth in this Agreement constitute the sole and entire agreement between the parties and supersedes any and all prior agreements or understandings, either oral or written. The Employer and the Union agree that this Agreement may only be modified, in writing, by mutual agreement of the parties.

Section 3: For the term of this Agreement, the Employer and the Union agree that neither shall be obligated to bargain collectively with regard to any matter which is dealt with in this Agreement and each party expressly waives any obligation or duty of the other party to bargain collectively regarding any term or condition of employment or any other matter covered or not covered in this Agreement, even though such matter may not have been within the knowledge or contemplation of either party as of the date of execution of this Agreement. It is

further agreed that this Agreement may only be reopened for discussion of specific items by mutual written consent of the parties.

In Witness Whereof, the parties hereto, through their duly authorized representatives have executed this Agreement on this 23rd day of February, 2022.

SG GAMING, INC.

Eileen Moore

COMMUNICATIONS WORKERS OF AMERICA

APPENDIX "A"

ATTENDANCE AND ABSENTEEISM

Section 1: Regular and timely attendance is an absolute requirement for an employee to remain in good standing with the Employer. Employees are expected to report to work on time and to safely and effectively perform their jobs. This document sets forth the procedures that will be taken to ensure dependable attendance. If an employee exceeds acceptable attendance limits under this policy, then disciplinary action will be taken up to and including discharge.

Section 2: Definitions

Absence: Any unscheduled time absent from work regardless of the reason which was not pre-scheduled and pre-approved by a supervisor, in writing, is considered an absence, other than for an absence for a work related injury or an FMLA qualifying absence for an FMLA eligible employee. An employee must timely, accurately and fully complete all FMLA paperwork including, but not limited to, the medical certification form, and follow the Employer's FMLA Policy in order to qualify for an FMLA absence under this Attendance and Absenteeism Policy ("Policy"). An unscheduled absence of one day or consecutive days for the same or different illness will be considered as separate sick days for each day of absence until the employee has used all available unused sick days after which the unscheduled absence of one or more consecutive days of illness for the same reason will only be considered as one (1) absence. An absence of four (4) or more hours per work day will be counted as a full day absence and one (1) point under this Policy.

Tardy: An employee is considered tardy if he/she arrives for work and/or swipes in the time clock after the scheduled start time of his/her shift, is not at his/her work station at the start time of his/her shift, or is late in returning from a meal break. If an employee is tardy or late by one (1) or more minutes but less than four (4) hours, then it is considered a tardy under this Policy; provided that, an employee may have a grace period of up to five (5) minutes to arrive late at the start of the employee's shift for which it will not count as a late arrival to work or tardy. If an employee is tardy or late by four (4) or more hours, then it is considered an absence under this policy. A tardy equals a one half (1/2) point under this policy. Two tardies equal one (1) absence or one (1) point under this Policy.

Call Out Procedures: The following call out procedures shall apply:

1. Employees must first call their direct supervisor for every work day of absence or tardy. In the event that an employee is unable to connect "live" with his/her direct supervisor, then such employee must call the designated phone line and leave a voice mail message indicating: a) the name of the employee, b) an indication that the employee will be either tardy or absent from work, and c) the anticipated arrival time in the event the employee will be tardy.

2. Employees must make every effort to make this or these calls the evening before the scheduled shift for which they will be absent or tardy, or at the very least, one (1) hour before the start of their shift.

3. In the event that an employee calls in tardy, the employee must also indicate the expected late arrival time to work.

4. In the event that an employee provides an expected late arrival time to the supervisor and then arrives to work one (1) or more hours after the expected late arrival time, this shall constitute a separate instance of tardy for the scheduled work day.

5. In the event that an employee provides an expected late arrival time and the aggregate amount of missed work due to the actual late arrival is four (4) or more hours, then this shall constitute an absence or one (1) point under this Policy.

6. In the event an employee fails to timely call in to a supervisor or to the designated phone line to leave a voice mail message to indicate that the employee will be tardy (for tardies of one or more hours late) or absent from work, then such employee shall receive the next step of progressive discipline for each such instance under the "conduct related" progressive discipline track as well as an absence or tardy under this Policy.

7. In the event an employee fails to timely call in to a supervisor or to the designated phone line to leave a voice mail message to indicate that the employee will be tardy (for tardies of one or more hours late) or absent from work and/or the employee indicates an anticipated arrival time of or actually arrives to work two (2) or more hours late to work, the supervisor retains the right to instruct an employee to either not come to work or to return home after such employee arrives to work tardy. The employee may use available PTO to be compensated for such work day.

8. In the event that a supervisor contacts an employee who has not yet arrived for the start of his/her shift to determine whether such employee intends to come to work, such employee is still subject to the tardiness or absence points and discipline set forth in this Policy and this Agreement.

No Call/No Show: Failure to timely call in or not show up for work for two consecutive work days without notification shall result in termination of employment. Three instances of no call/no show in a 12-month rolling time period shall result in termination.

Early Out: In the event that an employee schedules an early out through the use of PTO in accordance with Section 2(8)(a) of the PTO Article, then no points shall be assessed under this Policy for the early out. In the event that an employee requests and receives authorization to leave early from work from a supervisor pursuant to Section 2(8)(b) of the PTO Article and such request/authorization are both made and received prior to the work day on which the employee leaves early, then no points shall be assessed under this Policy for the early out. In the event that an employee requests and receives authorization to leave early from work from a supervisor pursuant to Section 2(8)(b) of the PTO Article and such request and/or authorization is made and/or received on the work day on which the employee leaves early, then the early out will count as a one half (1/2) point under this Policy. In the event an employee leaves early from

work without prior authorization from a supervisor, then this will be addressed as conduct related discipline as well as a one half (1/2) point under this Policy.

Section 3: Discipline for Absences

1. Any unscheduled and not pre-approved absence from work is considered either an absence or tardy as defined above.

2. In the event that an employee has one (1) absence or point in a twelve (12) month rolling time period, such employee will receive discipline. In the event that an employee has another absence or point in the twelve (12) month period after the prior absence which resulted in discipline, then such employee will receive the next step of progressive discipline. The steps of progressive discipline under this Attendance and Absenteeism Policy are as follows: documented verbal counseling, written warning, final written warning, and termination. Attendance related discipline will be treated on a separate track of progressive discipline than conduct related discipline. The attendance related progressive discipline in a rolling twelve (12) month period shall be as follows:

One Point	Documented Verbal Counselling
Two Points	Written Warning
Three Points	Final Written Warning
Four Points	Termination

3. An employee may utilize up to six (6) sick days in a twelve (12) month rolling time period which will not count as absences or points for purposes of counting the number of absences or points that might trigger progressive discipline under this Policy. At the discretion of the Employer, a physician's note may be required for these sick days to the extent that such note may be required under its FMLA and/or insurance programs to verify the illness and the need for the absence. In the event that the Employer requires an employee to produce a physician's note pursuant to this Section 3(3) of this Policy, the Employer shall reimburse the employee for any verified out of pocket co-pay the employee paid for the physician visit and the employee must obtain the physician's note on the employee's own time or through use of a sick day or PTO. The foregoing six (6) sick days are solely for purposes of avoiding absenteeism points under this Policy and are not paid sick days. An employee's compensation for missed work due to sickness or illness is solely through PTO.

4. In the event that an employee requests a full or partial day off from work and such request is denied, then if the employee is absent from work on that day or partial day such employee will receive the next step of progressive discipline under this Policy regardless of the reason for the absence, unless the employee is FMLA eligible and is absent from work due to an FMLA qualifying absence in which case such absence will not trigger the next step of progressive discipline.

5. Effective August 1, 2019, an employee may use one (1) tardy pass per month for a maximum of up to twelve (12) tardy passes in a rolling one year period (commencing in the first full calendar month of a newly hired employee's employment). A tardy pass allows an employee to

be tardy (i.e., arriving for work late after the employee's scheduled start time) up to thirty (30) minutes per incident. A tardy covered by a tardy pass will not count against the employee under the attendance policy set forth in this Appendix. In the event the employee uses his/her tardy pass in a given month, then the employee will receive points for all subsequent tardies in such month in accordance with the provisions of this Appendix. An employee cannot carry over unused tardy passes from one month to the next month. An employee is not paid for any time the employee is absent from work due to tardiness. The foregoing provision supersedes any prior tardy pass program implemented by the Company.

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