COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MGM YONKERS, INC. D/B/A EMPIRE CITY CASINO

EMPIRE CITY
CASINO
BY MGM RESORTS

AND

Communication Workers of America, AFL-CIO

LOCAL 1101

TERM OF AGREEMENT

OCTOBER 1, 2025 TO SEPTEMBER 30, 2029

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AGREEMENT is made as of the 1st day of October 2025 by and between **MGM YONKERS, INC., d/b/a EMPIRE CITY CASINO**, at 810 Yonkers Avenue, Yonkers, New York, hereinafter referred to as the "Employer" or "Company", and **LOCAL UNION No. 1101 of the Communication Workers of America, AFL-CIO**, hereinafter referred to as the "Union", for and on behalf of said Union and on behalf of the employees now employed ~~and~~ by the Employer during the term of this Agreement, and hereinafter referred to as the "Employee", and together referred to as the "Parties."

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

ARTICLE 1: RECOGNITION AND DEFINITIONS

1.1 – The Employer recognizes the Union as the sole and exclusive collective bargaining agent and representative of all full-time and part-time VGM Attendants ("aka" Slot Attendants) and MGM Rewards Representatives (formerly known as Promotion Booth Representatives) employed by the Employer at the MGM Yonkers, Inc., d/b/a Empire City Casino, located at 810 Yonkers Avenue, Yonkers, New York, 10704 (the "Bargaining Unit"). Whenever the words "Employee" or "Employees" appear in this Agreement, the words shall only refer to the VGM Attendants ("aka" Slot Attendants) and MGM Rewards Representatives (formerly known as Promotion Booth Representatives).

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

1.3 – Gender. In this Agreement, whenever the context so requires, the masculine gender includes the feminine.

ARTICLE 2: UNION MEMBERSHIP

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

2.2 – As permitted by law, in the event the Union requests the discharge of an Employee for failure to comply with the provisions of this Article, it shall serve written notice on the Company requesting that the Employee be discharged effective no sooner than fourteen (14) calendar days of the date of that notice. The notice shall contain the reason for the requested discharge. In the event the Union subsequently determines that the Employee has remedied the default prior to the discharge date, the Union will notify the Company and the Employee immediately and the Company will not be required to discharge the Employee. If the requested discharge action is taken prior to such notification, the Union recognizes that due to the New York State Gaming Commission (NYSGC) requirements, the Employee's reinstatement may be delayed. No request to discharge an Employee pursuant to this Section shall be made by the Union or honored by the Employer if precluded by the provisions of Section 2.4 below.

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

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

ARTICLE 3: DUES CHECK OFF

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

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

3.3 – The Employer agrees to furnish the Secretary of the Local a roster of all Local 1101 Bargaining Unit Employees' names, addresses, social security numbers, dates of employment, rates of pay, current weekly dues, and job classifications. This list is to be submitted quarterly.

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

ARTICLE 4: NON-DISCRIMINATION

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

ARTICLE 5: GUEST SERVICE PROGRAM

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

5.2 – The Employer has implemented a guest service program called "The S.H.O.W." and its customer service standards by which all Employees are required to adhere in providing MGM guests a premier entertainment experience as well as in creating an internal environment of collegiality and collaboration.

5.3 – The Parties agree that the Employer has a right to establish standards for the guest service program in accordance with the Employer's policies and procedures.

5.4 – The Parties agree that the Employer has trained incumbent Employees and will train future Employees on how to provide premier guest service in accordance with the SHOW standards and and/or any successor customer service program implemented by the Employer.

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

ARTICLE 6: UNION STATUS AND RIGHTS

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

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

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

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

6.5 – Shop stewards shall be paid for time spent at grievance hearings that occur during the Employee's working shift. Such meetings shall be scheduled to avoid overtime.

ARTICLE 7: GAMING LICENSES

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

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

ARTICLE 8: MANAGEMENT RIGHTS

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

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

8.3 – Management will not perform bargaining unit work except for the purpose of training unit members and emergency situations (e.g., unplanned call outs and unexpected peaks in business volume, provided management has attempted to backfill any resulting vacancy with an Employee employed in the job classification to be filled).

8.4 – Subcontracting. During the term of the Agreement, the Employer agrees that it will not subcontract work out within the VGM and MGM Rewards department without prior agreement with the Union.

ARTICLE 9: GRIEVANCE PROCEDURE AND ARIBTRATION

9.1 – A grievance is a dispute involving the interpretation or application of any provisions of this Agreement or misinterpretation or misapplication of the written rules or written regulations, existing written policy or written or verbal orders of the Employer, affecting terms and conditions of employment.

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

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

Step 1.
Grievances shall be presented to the Department Director having authority in

the matter within twenty (20) days when the Employee or Union knew or Should have known of the grievable action or event. Within twenty (20) days following notification of management, the grievance shall be reviewed at a meeting of not more than two (2) Union and two (2) Employer representatives. Within seven (7) days after the meeting is completed, an answer shall be given to the party who presented the grievance.

Step 2.
If not satisfactorily disposed of at Step 1, the grievance may be appealed in writing within twenty (20) days after the answer in Step 1 has been given. Such appeal shall be reviewed at a meeting of not more than three (3) appropriate Union representatives and not more than three (3) representatives of management, one of whom shall be the Executive Director of Human Resources or her designee. The meeting shall be held within twenty (20) days following the filing of the appeal. Within seven (7) days after the meeting is completed, a written answer shall be given to the party filing the appeal.

Step 3.
If a grievance is not settled at Step 2, the grievance may be appealed in writing no later than twenty (20) days after the answer in Step 2 has been given. Such appeal shall be reviewed at a meeting of not more than three (3) Union and three (3) Employer representatives, one of whom shall be the General Manager or his authorized representative. The meeting shall be held within twenty (20) days following receipt of appeal. No later than seven (7) days after the meeting is completed, a written answer shall be given to the party filing the appeal.

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

9,4 – When mutually agreeable to the Union and the Employer, the time limits at each step of the grievance procedure, and any steps of the grievance procedure itself, may be waived or changed. Grievances regarding termination shall proceed directly to step 2.

9.5 – After exhausting each of the above steps, if the grievance is not resolved, the matter may be submitted to binding arbitration by either the Employer or the Union within sixty (60) calendar days of receipt of the decision provided for above in this Article. Such submission shall be in accordance with the Labor Arbitration Rules of the American Arbitration Association ("AAA").

9.6 – The Arbitrator shall be chosen from the AAA as per its rules.

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

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

ARTICLE 10: DISCIPLINE AND DISCHARGE

10.1 – Within the first ninety (90) days of employment, the Employer may discipline or discharge a Full-Time or Part-Time Employee at will. On-call Employees shall be employed at will for the first one-hundred and twenty (120) calendar days of employment and may be subject to discipline or discharge. If both Parties mutually agree to extend the probationary period for an additional thirty (30) days, the Employer may discipline and discharge the Employee at will during this additional thirty (30) day period. Any disciplinary action taken under this section will immediately proceed to Step 2 of the grievance procedure at the Human Resources level, within (20) days of the occurrence, but may not be brought to arbitration.

10.2 – After the Employee has completed ninety (90) calendar days of employment, or one hundred and twenty (120) calendar days for On-call Employees, plus any extension period, discipline and discharge shall be for just cause only. The Union has the right to grieve any discharge that occurs after the above time periods that it believes is not for just cause. Notes to File are not discipline and shall not be subject to the Grievance Procedure or to Arbitration. Employees may submit a written response to the Note to File if they choose.

10.3 – <u>Progressive Disciplines Steps</u>:

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

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

10.5 – <u>Disciplinary Notices</u>.

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

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

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

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

10.6 – Union Representation. Upon the Employee's request, a Union steward or Union representative shall be present at an interview, investigation or meeting regarding disciplinary action.

10.7 – Administrative Suspension. The Employer may suspend Employees pending investigation. The first five (5) scheduled days of such suspension shall be without pay. If the Employee is exonerated as a result of the investigation, the Employee shall be made whole for the time on administrative suspension. If the Employer's investigation is not completed within the five (5) scheduled days, the Employee shall be paid for all time lost in excess of the five (5) scheduled days (excluding days lost due to the loss of a New York State Gaming License).

ARTICLE 11: SENIORITY

11.1 – (a) Unless otherwise noted below, seniority shall be defined as the length of an Employee's continuous service with the Employer as measured from the date s/he was last hired by the Employer (hereinafter defined as "Company-wide Seniority").

(b) Recalls from temporary layoffs do not apply as last day hired.

(c) Bargaining Unit Seniority shall determine the selection of vacation time and shift bids. Bargaining Unit Seniority is defined as the continuous length of service from the date the Employee becomes a member of the Bargaining Unit.

(d) Lay-offs will be in reverse seniority by department based upon Company-wide Seniority.

(e) Lottery license numbers shall prevail in cases where Employees hire dates are the same.

ARTICLE 12: NO STRIKE - LOCKOUT

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

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

12.3 – The Employer agrees that it will not cause or direct any lockout of Bargaining Unit Employees during the term of the Agreement.

ARTICLE 13: HOURS OF WORK AND OVERTIME

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

13.2 – Part-time Employees are Employees who are normally scheduled to work fewer than thirty (30) hours per week and/or who are called in to work as needed by the Employer. The scheduled hours for part-time Employees are not to be less than four (4) hours for any one (1) day.

13.3 – On-Call Employees are employees who work on an irregular basis and are not scheduled for a regular full or part-time shift. These Employees are to provide additional support as needed. On-Call Employees will not be used to displace regular full-time or part-time staff. Available work will be offered to On-Call Employees based on the Employees stated days of availability and based on business needs in their department. On-Call Special Event Employees shall be scheduled to work based on skills and ability and the department promotions calendar and not based on seniority. On-Call Employees may be called in on the same day to work and shall be subject to the Employer's attendance policy. In addition, there shall be no guarantee of hours worked per day or per week, but Employees shall normally be scheduled to work at least four (4) hour per shift. On-Call Employees shall be paid at the current contract rate for the classification they are assigned to work. On-Call Employees shall be entitled to the same meal and rest breaks based on the hours they are scheduled to work and as pr Article 19. Upon request, the Employer and the Union shall meet every six (6) months to discuss any concerns raised by Employees regarding scheduling.

13.4 – The Department may periodically conduct shift rebids based on seniority.

13.5 – Overtime. (a) Employees who work in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1.5X) the Employee's regular straight time rate of pay. All overtime must be authorized by the Employer prior to being worked by the Employee. Employees who work in excess of eight (8) hours on the sixth (6^{th}) or seventh (7^{th}) consecutive day of work shall be paid at the rate of time and a half(1.5X) their regular hourly rate of pay for hours worked over eight (8) regardless of whether the Employee worked fewer than forty (40) hours in the applicable workweek.

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

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

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

13.6 – Any Employee called into work outside of their normal shift will be paid for minimum of four (4) hours.

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

13.8 – Night Differential. For any hours worked between 8:00 p.m. to 6:00 a.m., Employees shall receive One Dollar and Twenty-Five (a $1.25) per hour wage differential. This provision shall become effective upon ratification of the collective bargaining agreement (i.e., January 4, 2026).

13.9 – No split shifts will be scheduled unless otherwise agreed to by the Employee.

ARTICLE 14: VACATION

14.1 – Vacation time will depend on length of service with MGM Yonkers, Inc., d/b/a Empire City Casino. All Full-time and Part-time Employees who will reach a milestone anniversary at any time during the twelve-month period beginning on January 1 of each year shall be awarded their full vacation day allotment as of that day (i.e., January 1) as reflected in the following table:

Consecutive Time Worked	Maximum Days Available
One (1) year	Two (2) weeks (10 days)
Five (5) years	Three (3) weeks (15 days)
Ten (10) years	Four (4) weeks (20 days)
Twenty (20) years	Five (5) weeks (25 days)

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

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

(c) Upon separation from employment, Employees with one (1) or more years of service will receive the unused vacation time.

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

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

(f) Departments will also provide additional vacation time periods which Employees may bid on by seniority every quarter.

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

14.2 – Part-time Employees will be granted paid vacation days after two (2) years of continuous service, according to the following table:

Consecutive Time Worked	Maximum Days Available
Two (2) years	Five (5) days
Five (5) years	Six (6) days
Ten (10) years	Nine (9) days
Twenty (20) years	Fourteen (14) days

ARTICLE 15: HOLIDAYS

15.1 – The following represents the list of holidays at MGM Yonkers, Inc., d/b/a Empire City Casino, that will be recognized each year:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Juneteenth
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

(a) Full-time and Part-time Employees are eligible for holiday benefits from the start of their employment as described below.

(b) Holiday Benefit Hours – Holiday pay for Full-time Employees not scheduled to work the holiday will be eight (8) hours at the Employee's straight time rate.

(c) Holiday Benefit Pay – Full-time Employees who work the holiday will receive time and one-half (1.5X) for hours worked on the holiday, plus holiday benefit hours (i.e., eight (8) hours at their straight time hourly rate).

(d) Part-time Employees will be paid time and one-half (1.5X) their straight time hourly rate for hours worked on the holiday. However, these Employees will not receive the Holiday Benefit Hours (i.e., one time (1X) their straight time hourly rate for regularly scheduled hours worked) on any holiday worked unless they have completed two (2) consecutive years of service.

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

(f) In the event the holiday falls on a Full-time Employee's regularly scheduled day off, the Employee will be paid holiday benefit pay for the day.

(g) On-Call Employees shall be paid at one and on-half (1.5X) their regular hourly rate of pay for hours worked on a holiday.

(h) On-Call Employees shall not be entitled to pay for holiday benefit hours (i.e., one time (1X) their straight time hourly rate for regularly scheduled hours worked) for holidays worked unless they have completed two (2) consecutive years of service.

ARTICLE 16: BERAVEMENT LEAVE AND PAY

16.1 – when a death occurs in an Employee's family, full-time Employees shall be given five (5) working days off with pay at their regular straight time hourly rate. Family shall include spouse, domestic partner, parent, child, mother-in-law, father-in-law, grandparents, grandchildren, current foster child, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt and uncle. The Employee can be required by the Employer to submit required proof upon returning to work.

16.2 – Part-time Employees will be eligible for three (3) working days off with pay at their regular rate of pay. All other conditions apply.

ARTICLE 17: PERSONAL DAYS/SICK DAYS

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

17.2 – Part-time Employees are entitled to one (1) paid Personal Day after ninety (90) days of service per year. After two (2) years of service, part-time Employees will receive two (2) Personal Days. On-Call Employees shall not be entitled to Personal Days.

17.3 – After ninety (90) days of service all full-time Employees will receive seven (7) paid sick days per calendar year awarded in the first full payroll period in January of each year. After three (3) years of service the Employee will receive eight (8) paid sick days and after five (5) years of service receive nine (9) paid sick days in the first full payroll period in January of each year.

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

17.5 – Part-time Employees shall be awarded in the first full payroll period in January four (4) paid sick days, or in compliance with applicable law.

17.6 – On-Call Employees shall accrue one (1) hour of sick leave for every thirty (30) hours worked.

ARTICLE 18: MILITARY LEAVE AND JURY DUTY

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

18.2 – Jury Duty. The Employer hereby agrees to abide by the New York State law pertaining to jury duty. Employees who receive Jury Duty pay from New York state or the Federal court system must submit the appropriate court documents in accordance with the MGM Jury Duty Policy. Employees will receive their regular hourly rate of pay for all scheduled work shifts missed due to their jury duty service. On-Call Employees shall not be entitled to jury duty pay.

ARTICLE 19: UNIFORMS AND MEALS

19.1 – At the time of hire, the Employer shall provide Full-time Employees with three (3) pants and seven (7) shirts, and Part-time Employees with two (2) pants and five (5) shirts. Employees shall maintain and launder uniforms. ON-call Employees shall be issued five (5) shirts.

19.2 – Employees are responsible for maintaining their uniforms. Uniforms shall be replaced as needed so long as the Employee returns or exchanges the damaged uniform for a replacement uniform at the same time.

19.3 – Employees shall not wear such uniforms, nor their Employee Identification or gaming license badges, in public except while working for the Employer and where permitted by the Employer (i.e., Company-sponsored event), or while going to and from work, unless the uniform is covered by outer garments (e.g., jacket, coat). In this regard, Employees may not wear such garments while off duty in public areas of the casino property.

19.4 – Meals and other break time shall be scheduled as follows:

- Employees who are scheduled to work five (5) hours or less shall receive one (1) fifteen (15) minute paid break.
- Employees who are scheduled to work more than five (5) hours, but less than eight (8) hours shall receive one sixty (60) minute meal break (of which thirty (30) minutes shall be paid).
- Employees who are scheduled to work eight (8) hours or more shall receive one sixty (60) minute meal break (of which thirty (30) minutes shall be paid) and one (1) 15-minute paid break.

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

ARTICLE 20: WAGES

20.1 – Wages. The schedule of wage increases for the term of the Agreement is outlined in Appendix A.

ARTICLE 21: SUCCESSORSHIP CLAUSE

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

ARTICLE 22: UNION BULLETIN BOARDS

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

ARTICLE 23: UNION LEAVE OF ABSENCE

23.1 – To the extent that the Employer determines the work requirements of the department, Employees who are authorized representatives of the Union (i.e., Shop Stewards) will be granted a Union leave of absence, without pay, for up seven (7) days per year provided the department can approve. Such requests shall be made, in writing, by an authorized official of the Union (e.g., a CWA Local 1101 Representative) as far in advance as practical as to minimize disruption to the Employer's operations. No more than one (1) Shop Steward per shift per department may be on a union leave of absence at the same time, unless authorized by the department.

ARTICLE 24: HEALTH AND SAFETY

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

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

ARTICLE 25: TRAINING AND EDUCATION AND JOB DESCRIPTIONS

25.1 – All CWA Local 1101 Employees will be trained on any new equipment that would replace any existing equipment that he/she is presently working on and/or as required in the performance of his/her job duty.

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

ARTICLE 26: LOCKER ROOM FACILITIES AND LUNCH/BREAK ROOMS

26.1 – The Employer will provide and maintain break and lunchroom facilities as well as adequate lockers. The Employer will also provide a microwave. Breaks may only be taken in the Employee Dining Room (EDR) or other authorized break areas, which shall be posted on the Employee bulletin board in the department.

ARTICLE 27: LAYOFF AND RECALL

27.1 – If layoffs become necessary, they will be ~~done~~ conducted in order of reverse seniority within the department by Company-wide Seniority.

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

27.3 – Lottery license numbers shall prevail in cases where the Employee's hire dates are the same.

ARTICLE 28: HEALTH AND WELFARE AND 401(k) PLAN

28.1 – Health and Welfare. The Employer agrees to offer all full-time Employees covered by this Agreement the same health, dental and supplemental insurance programs at the same Employee contribution rates as it offers to non-Union Employees at the Employer's facility. Part-time Employees are not eligible for Company benefit programs.

28.2 – 401(k) Plan – Employees who complete ninety (90) days of service and meet the 401(k) plan requirements may participate in the Employer-sponsored 401(k) retirement plan and receive the plan's matching contribution, if any.

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

ARTICLE 29: TECHNOLOGICAL CHANGES

29.1 – Need for Continuous Improvement and Technological Change. The Parties recognize that the Employer must remain competitive and profitable as the only assurance that the benefits of the collective bargaining agreement will continue to be realized by Bargaining Unit Employees. The Parties further recognize that the achievement and maintenance of this goal requires continuous action by the Employer to adapt to the changing preferences of its guests, and to improve its services, facilities and its position in the market. Thus, the Employer may introduce new ways of conducting operations ("Continuous Improvement Initiatives") in an effort to achieve its goal.

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

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

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

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

ARTICLE 30: DRUG AND ALCOHOL POLICY

30.1 – The Employer and the Union agree that drug and alcohol use in the workplace will not be tolerated and the Parties agree that the Employer shall have the right to test any Employee for drug and alcohol usage subject to the following conditions:

(a) All Employees will be subject to drug and/or alcohol testing at the discretion of the Employer, under the following circumstances:
   1. If the Employer has reasonable cause/suspicion to believe the Employee is under the influence of drugs or alcohol;
   2. Testing may also occur following accidents if: (a) based upon the circumstances of the accident, the Employer reasonably believes that the

Employee's behavior or conduct contributed to the accident and the accident caused property damage or personal injury; or (b) if reasonable cause exists to believe that the Employee was under the influence of alcohol or a controlled substance at the time of the accident.

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

30.3 – The general procedure utilized for testing for the presence and/or use of alcohol or drugs may be a urine sample and/or breathalyzer.

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

ARTICLE 31: MISCELLANEOUS

31.1 – Credit Union. A credit union will be an option for direct deposit for Employees.

31.2 – Inspection of Employee Records. All Employees have unlimited access to inspect the appraisals of his/her performance as an Employee or the entries in his or her personal record through Workday.

All Employee documents shall be stored in the Employee's Workday Account and shall remain in the Employee's file. Disciplinary documents that exceed the twelve (12) month rolling time frame will remain in the file but will not be considered in current disciplinary action.

31.3 – Introduction of New Employees. All new Employees will be introduced to their CWA Local 1101 Chief Stewards and/or Shop stewards during the first week of their employment during their training sessions. The meeting should not exceed a reasonable amount of time. The Company shall notify the Union (CWA Local 1101), in writing, when new Employees enter the bargaining unit.

31.4 – Rotation of Workstations. See the attached – Side Letter #1 and Side Letter #2.

31.5 – Absence Plan. Employees will follow the MGM Yonkers, Inc., d/b/a Empire City Casino Absenteeism and Lateness Policy. However, Employees will not be considered late unless they report to work seven (7) minutes after the start of their shift.

ARTICLE 32: TERM OF AGREEMENT

32.1 – Term of Agreement. Except as specifically otherwise provided for herein, this Agreement shall become effective on October 1, 2025 and shall continue in full force and effect through September 30, 2029, and from year to year thereafter unless either party hereto shall notify the other, in writing, by certified mail, not less than sixty (60) days prior to the termination date, of a desire to terminate, modify or amend this Agreement. In the event that neither party gives such sixty (60) day notice as specified above, the entire agreement shall automatically be renewed for the succeeding twelve (12) month period.

FOR THE COMPANY MGM YONKERS, INC., d/b/a Empire City Casino	**FOR THE UNION** CWA LOCAL 1101
By: ______________ 5-12-26 Louis Theros Date President & COO	By: ______________ 5-13-26 Wayne Poole Date International Staff Rep.

APPENDIX A: WAGES

During the term of this Agreement, Employees, according to their job classification, shall receive the following hourly wage increases on the effective dates below:

Classification	Oct. 1, 2025*	Oct. 1, 2026*	Oct. 1, 2027*	Oct. 1, 2028*
MGM Rewards Representative	$41.79	$42.79	$43.79	$44.79
Video Game Attendant/Slot Attendants	$40.79	$41.79	$42.79	$43.79
Special Event Representative	$26.25	$27.00	$27.75	$28.50

**Wage increases shall become effective in the first full pay period after the dates listed above.*

During the term of this Collective Bargaining Agreement (CBA or Agreement) only, eligible MGM Rewards and Video Game Attendant Employees shall be entitled to receive lump sum payments, less applicable taxes, on or about the dates indicated in the table below, or may elect, in writing, to contribute such lump sum payments to their existing MGM 401(k) account. (Lump sum payments deposited into Employee MGM 401(k) accounts shall be grossed up to include required statutory taxes so that the deposited amount reflects the lump sum payments listed in the table below). For the first year of this CBA, the Employee must make such election no later than four (4) weeks after ratification of this Agreement.

To be eligible to receive the lump sum payment in the first year of the CBA, Employees must have worked at least 1,000 hours from October 1, 2024 to September 30, 2025 and must have been employed on the date of ratification and on the date of payout. To be eligible in subsequent years of the Agreement, the Employee must have worked at least 1,000 hours in the prior contract year and have been employed on the date of ratification and date of the payout.

The lump sum payment will be deposited into the Employee's MGM 401k account no later than ninety (90) days after receipt of the Employee's written election. In subsequent years of this Agreement, Employees must submit their 401(k) election at least three (3) weeks prior to October 1st of each year. Employees who do not submit their 401(k) election within the time limits outlined herein, or who elect to receive the lump sum payment as wages, will receive the lump sum payment.

Classification	Oct. 1, 2025*	Oct. 1, 2026*	Oct. 1, 2027*
MGM Rewards Representative	$1,500	$1,500	$500
Video Game Attendant/Slot Attendants	$1,500	$1,500	$500

**The lump sum payment shall be paid in the first full pay period after the dates listed above.*

SIDE LETTER #1

December 17, 2019

Richard Morrison
CWA, Local 1105
80 Pine Street 37th Floor
New York, NY 10005

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

Dear Mr. Morrison:

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

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

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

Very truly yours,

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

President and COO

Cc: Danette Jordan
Director, Human Resources

SIDE LETTER #2

December 17, 2019

Richard Morrison
CWA Local 1105
80 Pine Street 37th Floor
New York, NY 10005

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

Dear Mr. Morrison:

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

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

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

Very truly yours,

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

President and COO

Cc: Danette Jordan
Director, Human Resources

SIDE LETTER #3

Upon request, the Employer agrees to meet with the Union, on a quarterly basis, to discuss any concerns the Union may have regarding staffing and scheduling practices. At least three (3) days prior to the meeting, a written agenda of the items the Union wishes to discuss shall be provided to the Employer. All scheduled meeting times and locations shall be mutually agreed upon by the parties. Participation in the meeting shall be limited to three (3) persons for the Union and three (3) persons for the Employer, unless the parties agree in advance of the meeting to allow additional participants, two (2) of which may be Employees, provided their attendance does not adversely impact business operations. Employees shall be paid for attendance at such meetings only if such meetings take place during the Employee's regularly scheduled shift.