

**AGREEMENT  
BETWEEN**

**EMPIRE CITY YONKERS RACEWAY**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA,  
AFL/CIO  
DISTRICT ONE**

**CWA LOCAL 1105**

**OCTOBER 1, 2015 - SEPTEMBER 30, 2019**

**EMPIRE CITY YONKERS RACEWAY**  
**TABLE OF CONTENTS**

1. RECOGNITION
2. AGENCY SHOP
3. DUES CHECK OFF
4. NON DISCRIMINATION
5. UNION STATUS AND RIGHTS
6. GRIEVANCE PROCEDURE AND ARBITRATION
7. DISCIPLINE AND DISCHARGE
8. SENIORITY
9. STRIKE AND LOCKOUT PROHIBITION
10. HOURS AND OVERTIME
11. VACATIONS
12. HOLIDAYS
13. BEREAVMENT PAY
14. PERSONAL DAYS
15. MILITARY LEAVE AND JURY DUTY
16. UNIFORM AND MEALS ALLOWANCES
17. EMPLOYMENT STATUS
18. WAGES
19. SUCCESSORSHIP CLAUSE
20. UNION BULLETIN BOARDS
21. EXCUSED UNION TIME
22. JOINT SAFETY COMMITTEE
23. TRAINING AND EDUCATION
24. MEDICAL INSURANCE
25. LOCKER ROOM FACILITIES, LUNCH & BREAK ROOMS
26. 401K – RETIREMENT PLAN
27. CALL IN PAY
28. JOB DISCRIPTIONS
29. LAY – OFF AND RECALL
30. ABSENCE PLAN
31. SUBCONTRACTING
32. CREDIT UNION
33. SICK LEAVE
34. EMPLOYER DISCRETION CLAUSE
35. DRUG AND ALCOHOL POLICY
36. INSPECTION OF EMPLOYEE RECORDS
37. INTRODUCTION OF NEW EMPLOYEES
38. ROTATION OF WORKSTATIONS
39. DURATION OF CONTRACT

**THE FOLLOWING REPRESENTS THE CONTRACT LANGUAGE  
AGREED TO BETWEEN YONKERS RACING CORPORATION  
AND THE COMMUNICATIONS WORKERS OF AMERICA, AFL –  
CIO – LOCAL 1105 AS OF OCTOBER 1, 2015.**

**ARTICLE 1**

**RECOGNITION**

**Section 1. The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agent with respect to hours, wages and other terms and conditions of employment for all VGM Attendants (Slot Attendant) and Promotions Booth Representatives, excluding Guards, Professional Employees, Supervisors and all others exempt under the National Labor Relations Act. Management will not perform bargaining unit work, except for the purpose of training unit members and emergency situations.**

## **ARTICLE 2**

### **AGENCY SHOP**

**It shall be a condition of employment that all employees covered by this Agreement shall become and remain members of the Union on the 31<sup>st</sup> day following employment or the execution date of this agreement whichever is later. The requirement of membership under this section is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.**

### **ARTICLE 3**

#### **DUES CHECK OFF**

- A. The Employer agrees to deduct weekly dues, initiation fees and other authorized contributions from the wages of an employee, when authorized by the employee in writing in accordance with applicable law. The Union will furnish to the Employer the necessary authorization forms. The Employer agrees deductions shall be remitted to the Union Secretary-Treasurer no later than twenty (20) days after the end of the proceeding month during which deductions were made.
- B. The Employer agrees to furnish the Secretary of the Local a Roster of all Local 1105 Bargaining Unit employees' names, addresses, social security numbers, dates of employment, and rates of pay, current weekly dues and job classifications. This list is to be submitted quarterly.

## **ARTICLE 4**

### **NON-DISCRIMINATION**

The parties to this Agreement agree to continue their policy of no discrimination against any employee because of race, religious belief, color, age, sex, national origin, handicap, and marital status, sexual orientation with respect to wages, hours, advancement, and selection for apprenticeship openings or other conditions of employment. Any use of the masculine gender in this Agreement shall be understood to include the feminine gender as well.

## **ARTICLE 5**

### **UNION STATUS AND RIGHTS**

**Section 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 from each department to be the point person when needed to address the Employer.

**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.

**Section 2 Administration: Those described in Sections 1 and 2 above shall be permitted to transact Union business directly related to the administration of the Agreement on the Employer's job sites and at times and places which shall not interfere with nor interrupt the Employer's activities nor any employee's performance of employment duties or responsibilities (whether or not that employee is covered by this Agreement).**

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

**Section 3. Empire City will pay Shop Stewards who attend grievance hearings during work hours and they must be scheduled to avoid overtime.**



**ARTICLE 6.**

**GRIEVANCE PROCEDURE WITH ARBITRATION -**

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

**Section 1.** The grievance procedure and where applicable the arbitration procedure as contained in this agreement shall be the sole and exclusive means to be used by any employee or group of employees or by either the Employer and its representatives or by the Union, its Locals, and representatives for adjusting and settling any question or issue except as otherwise required by applicable law.

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

**Step 1.**

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

**Step 2.**

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

**Step 3.**

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

**Section 2.** 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.

**Section 3.** When mutually-agreeable to the Union and the Employer, the time limits at each step of the grievance procedure and any steps of the grievance procedure itself may be waived or changed. Grievances regarding termination Step 1 will be omitted and shall proceed directly to Step 2.

**Section 4.** After exhausting each of the above steps, if the grievance is not resolved, the matter may be submitted to binding arbitration by either the Employer or the Union within ninety (90) calendar days of receipt of the decision provided for above in this Article. Such submission shall be in accordance with the Labor Arbitration Rules of the American Arbitration Association.

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

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

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

**ARTICLE 7.**

**DISCIPLINE AND DISCHARGE**

**A. Within the first ninety (90) days of employment, the Employer may discipline or discharge an employee at will. Any such discipline or discharge will immediately proceed to Step 2 of the grievance procedure at the Human Resources level, within twenty (20) days of the occurrence, but may not be brought to arbitration.**

**B. After an employee has completed ninety (90) days of employment, discipline and discharge shall be for just cause only. The Union has the right to grieve any discharge after ninety (90) days that it believes is not for just cause.**

**ARTICLE 8.**

**SENIORITY**

**A. Seniority is defined as the length of an employee's continuous Service with the Employer, as measured from the date he was last hired by the Employer (hereinafter defined as "Companywide Seniority").**

**B. Recalls from temporary layoffs do not apply as last day hired.**

**C. Seniority shall determine the selection of vacations and shifts.**

**D. Lay-offs will be in reverse seniority by department based upon Companywide Seniority.**

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

**ARTICLE 9.**

**STRIKE, ETC., AND LOCKOUT PROHIBITION –**

**Section 1. There will be no strike, work stoppage, work Interruption, slow down, sympathy strike, picketing or boycott by the Union or any employee and no lock out by the Employer during the life of this Agreement.**

**Section 2. No employee shall be subject to discipline for refusing to cross a lawful and primary picket line that has been authorized or recognized by the Union after providing reasonable notification to the Employer.**

## **ARTICLE 10.**

### **HOURS AND OVERTIME**

**Section 1.** The normal workday for full-time employees shall be nine (9) hours per scheduled shift with eight (8) hours paid. The normal workweek shall be five (5) days. The scheduled hours for part-time employees are not to be less than two (2) hours for any one (1) day.

**Section 2.** Time and one-half the employee's respective regular hourly rate of pay shall be paid for:

**All work performed in excess of forty (40) hours in any one (1)-work week.**

**Section 3.** Both the Employer and the Union recognize that overtime may be required on occasion. Should overtime be required in any workday or work week it shall first be offered within the classification required by the Employer to perform the overtime, utilizing the principle of seniority within that shift. Should all the employees within that shift decline the offer of overtime, the employer has the right to require employees to work overtime utilizing the principle of reverse Companywide Seniority within the shift and classification required by the Employer to perform the overtime.



**Section 4.** Any employee reporting for work on any scheduled work day without having been notified that there would be no work, shall receive a minimum of two (2) hours of work or two (2) hours pay at the employee's regular hourly rate if no suitable work is available unless management notifies employees in advance.

**Section 5.** No Split Shifts will be scheduled unless otherwise agreed to with the employee.

**ARTICLE 11.**

**VACATIONS.**

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

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

**Consecutive Time Worked**  
**Maximum Days Available**

<b>1 Year</b>	<b>Two Weeks (10 days)</b>
<b>5 Years</b>	<b>Three Weeks (15days)</b>
<b>10 Years</b>	<b>Four Weeks (20 days)</b>

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

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

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

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

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

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

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

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

**Consecutive time worked.**

**Maximum days available**

<b>2 years</b>	<b>2 days</b>
<b>5 years</b>	<b>3 days</b>
<b>10 years</b>	<b>6 days</b>

**See Schedule (A) for VACATION CONVERSION CHART for converting CWA Local 1105 members (VGM/Slot Attendants, Promotions Booth Employees) to a calendar year Vacation schedule as of January 1, 2017.**

**ARTICLE 12.**

**HOLIDAYS**

**The following represents the list of holidays Empire City – Yonkers Raceway will recognize each year.**

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

**All employees are eligible from the start of their employment.**

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

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

**Part-time employees will be paid time and one-half (1.5) for hours worked on the holiday. However, these employees will not receive the Holiday Benefit Pay on any holiday.**

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

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

**ARTICLE 13.**

**BEREAVEMENT**

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

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

## **ARTICLE 14.**

### **PERSONAL DAYS.**

All full time employees are entitled to four (4) Personal Days with pay, per year after ninety (90) days of employment. Effective October 2018, fulltime employees will be entitled to four (4) paid personal days and one (1) unpaid personal day.

Unused Personal Days may not be carried over or paid out at termination or years end.

Part-time employees are entitled to one (1) unpaid Personal Day after ninety (90) days of service per year. Effective January 2017, after two (2) years of continuous service, part-time employees will be entitled to two (2) personal days, one (1) paid and one (1) un-paid.

**ARTICLE 15.**

**MILITARY LEAVE & JURY DUTY**

**Section 1. Will follow Federal Guidelines. Employer will pay difference between their gross military pay and their normal regular weekly earnings for up to sixty (60) days. Military orders must be provided.**

**Section 2. Jury Duty: The Employer hereby agrees to abide by the New York State Law pertaining to jury duty. Employees who receive Jury Duty pay from New York State or the Federal court system must turn this check into their department who will forward to the Finance Department. Employees will receive their normal weekly pay during this time period.**



**ARTICLE 16.**

**UNIFORMS AND MEALS –**

**Section 1.** The Employer shall provide three (3) pants, five (5) shirts and two (2) vests (where required). Employee shall maintain and launder uniforms.

**Section 2.** Each employee will get an unpaid sixty (60) minute meal break and one (1) paid fifteen (15) minute break. Employees must clock in and out when leaving the property. The employer will not deduct more than sixty (60) minutes for the employee's break each nine (9) hour work day.

**Section 3.** Employees may leave the property for their sixty (60) minute break if out of uniform, by taking off their vests, badge, name tag and returning their keys and Employer-issued wallets (where applicable).

Employees must remain on property for their fifteen (15) minute break.

**ARTICLE 17.**

**EMPLOYMENT STATUS –**

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

**Part-time employees are defined as those employees who work less than thirty (30) hours per week on a regular basis.**

**Twelve (12) consecutive weeks is considered a regular basis. The Employer will monitor these hours and when necessary convert employees to the appropriate status based on the average hours worked during this period.**

**Employees or the Union may request the Employer to review the hours worked for an employee for benefit purposes.**

**Departments may periodically conduct shift rebids based on seniority. See attached Letter of Agreement.**

**ARTICLE 18.**

- A. WAGES:** The schedule of wage increase for the term of the agreement shall be as follows:

**Effective October 1, 2015, each member of the Bargaining Unit shall receive a general wage increase of his/her base weekly rate of four percent (4.0%).**

**Effective October 1, 2016, each member of the Bargaining Unit shall receive a general wage increase of his/her base weekly rate of three percent (3.0%)**

**Effective October 1, 2017, each member of the Bargaining Unit shall receive a general wage increase of his/her base weekly rate of two and one half percent (2.5%)**

**Effective October 1, 2018, each member of the Bargaining Unit shall receive a general wage increase of his/her base weekly rate two and one half percent (2.5%)**

**JOB TITLE AND WAGE PROGRESSION**

**Video Game Attendant (Slot Attendant) AND  
Promotions Booth Representative Wage Increase Interval**

**A. Top Rate of Pay Rates:**

Date	%	Top Rate of Pay
October 1, 2015	4.0 %	\$ 16.07
October 1, 2016	3.0 %	\$ 16.55
October 1, 2017	2.5 %	\$ 16.96
October 1, 2018	2.5 %	\$ 17.38

Employees hired before October 1, 2015 will be grandfathered to reach top pay after 4 years of continuous. Employees hired after October 1, 2015 will reach top rate of pay after 5 years of continuous service.

**B. New Hire and Employees not at Top Pay:**

New Hire	\$ 13.00
2 <sup>nd</sup> Year Anniversary	\$ 13.50
3 <sup>rd</sup> Year Anniversary	\$ 14.00
4 <sup>th</sup> Year Anniversary	\$ 14.50
5 <sup>th</sup> Year Anniversary	Top Rate of Pay

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

**ARTICLE 19.**

**SUCCESSORSHIP CLAUSE**

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 20.**

**UNION BULLETIN BOARDS**

**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 21.**

**EXCUSED UNION TIME**

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

**ARTICLE 22.**

**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 23.**

**TRAINING AND EDUCATION**

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

**ARTICLE 24.**

**MEDICAL INSURANCE.**

- A. The Employer agrees to offer the employees covered by this agreement, the same health, dental and supplemental insurance program(s) at the same level of employee contributions, as it offers to the other non-Union employees at the Employer's facility, subject to the terms of such programs.**
- B. The Employer agrees to notify the Union's representative and the employees of any changes in coverage, employee contributions or carriers, in advance of implementation.**

**Part-time employees will not be offered medical insurance.**

**Employees will contribute the same amounts the non-union employees contribute when necessary.**

**ARTICLE 25.**

**LOCKER ROOM FACILITIES AND LUNCH/BREAK ROOM**

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

**ARTICLE 26.**

**RETIREMENT PLAN**

**Employees who complete ninety (90) days of service and meet the 401(k) plan provisions may contribute to the Empire City – Yonkers Raceway 401(k) Retirement plan and receive the plan’s matching contributions.**

**ARTICLE 27.**

**CALL IN PAY**

**Any employee called into work outside of their normal shift will be paid for a minimum of two (2) hours.**

**ARTICLE 28.**

**JOB DESCRIPTIONS**

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 29.**

**LAYOFF AND RECALL**

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

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

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

**ARTICLE 30.**

**ABSENCE PLAN.**

**Employees will follow the Empire City – Yonkers Raceway Absenteeism and Lateness Policy.**

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



**ARTICLE 31.**

**SUBCONTRACTING**

**CONTRACTING WORK:**

**The Employer will not contract out work within the VGM and Promotions Department if such contracting out will cause, currently and directly, layoffs from employment with the Employer or part-timing of present employees.**

**ARTICLE 32.**

**CREDIT UNION**

**NEAFCU will be an option for direct deposit for employees.**

**ARTICLE 33.**

**SICK LEAVE**

**Full-time employees will receive six (6) sick days per calendar year awarded at the beginning of the calendar year. These sick days maybe used after ninety (90) days of service. Any unused sick days may be carried over to the following year up to a total of twenty four (24) banked days.**

**Employees who have more than five (5) days available each November may request to have a maximum of five (5) days per year paid out prior to the end of the year (December 31<sup>st</sup>). A minimum of five (5) days should remain in the bank.**

**ARTICLE 34.**

**EMPLOYER DISCRETION CLAUSE**

The Employer, subject to the provisions of the Agreement, reserves the exclusive right and privilege of designating for the positions covered by this Agreement, the days and hours of work, the schedules of work, and the number and type of positions which it decides are required for any employee covered by this Agreement, subject to seniority rights. The Employer further reserves to itself in its sole discretion the exclusive right and privilege of determining the number of employees needed to fill the various positions required in order to expedite its operations, and to determine, control and direct the nature and extent of its video lottery gaming operations and other events. The Employer has the exclusive right to direct and control its work force and personnel. Nothing contained in this Agreement shall require the Employer to employ any more employees that it considers necessary to perform the functions of its Video Lottery Gaming Operations.

**ARTICLE 35.**

**DRUG AND ALCOHOL POLICY.**

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

All Employees will comply with the Employers Drug Free Workplace policy.

## **ARTICLE 36**

### **INSPECTION OF EMPLOYEE RECORDS**

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

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

**ARTICLE 37**

**INTRODUCTION OF NEW EMPLOYEES**

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

**ARTICLE 38**

**ROTATION OF WORKSTATIONS**

**See the Attached Letter of Agreement.**



**ARTICLE 39.**

**CONTRACT DURATION.**

**October 1, 2015 – September 30, 2019.**

**Schedule (A) VACATION CONVERSION CHART**

In an effort to standardize and automate PTO (Paid Time off) tracking, Empire City Casino is converting the 1105 members (VGM/PROMOTIONS Employees to a calendar year PTO schedule as of January 1, 2017. The prorated vacations time to be used through December 2016 will be calculated using the following formula:

**# of months remaining in 2016 including Anniversary month**

**X Vacation entitlement based on years of service**

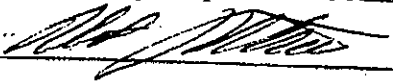
**= Prorated vacation days**

**Conversion Chart for Vacation Entitlement:**

<b>Employee Anniversary Month</b>	<b># of Months remaining in the Year</b>	<b>Pro-Rated Vacation 1-4 Years of Service</b>	<b>Pro-Rated Vacation 5-9 Years of Service</b>	<b>Pro-Rated Vacation 10+ Years of Service</b>
January	12	10 days	15 days	20 days
February	11	9 days	14 days	18 days
March	10	8 days	13 days	17 days
April	9	8 days	11 days	15 days
May	8	7 days	10 days	13 days
June	7	6 days	9 days	12 days
July	6	5 days	8 days	10 days
August	5	4 days	6 days	8 days
September	4	3 days	5 days	7 days
October	3	3 days	4 days	5 days
November	2	2 days	2 days	3 days
December	1	1 day	1 day	2 days

This agreement represents the final and complete labor agreement reached between Empire City - Yonkers Racing Corporation and the Communications Workers of America - Local 1105.

Yonkers Racing Corporation Communications Workers of America -

By: 


Robert Galterio, COO

Date: \_\_\_\_\_

By: 

Richard Morrison CWA District 1 Staff Rep

Date: 10/13/16

By: 

Robert P. Shannon CWA Local 1105 Vice President

Date: 10/13/16



January 15, 2013

Mr. Ed Baxter  
CWA, Local 1105  
3223 East Tremont Avenue  
Bronx, NY 10461h

Re: Side Letter to Collective Bargaining Agreement  
Between CWA, Local 1105 and Yonkers Raceway

Dear Mr. Baxter:

This letter will serve as a side letter to the collective bargaining agreement, effective March 13, 2012 ("CBA") between the Communication Workers of America, Local 1105 ("Local 1105"), and Yonkers Racing Corporation ("YRC") concerning the daily scheduling of full and part-time employees in the Promotions and VGM Departments at the Empire City at Yonkers Raceway 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 Promotions 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 of the effective date of the finalized CBA between Local 1105 and YRC.

Very truly yours,

Yonkers Racing Corporation

A handwritten signature in black ink, appearing to read "Robert Galterio".

Robert Galterio  
COO

cc: Danette Jordan  
Director, Human Resources

EMPIRE CITY CASINO  
Yonkers Raceway



March 22, 2012

Mr. Ed Baxter  
CWA, Local 1105  
3223 East Tremont Avenue  
Bronx, NY 10461h

Re: Side Letter to Collective Bargaining Agreement  
Between CWA, Local 1105 and Yonkers Raceway

Dear Mr. Baxter:

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 Yonkers Racing Corporation ("YRC") concerning the rotation of VGM Attendants during their scheduled shifts in the Empire City at Yonkers Raceway Casino ("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, YRC agrees to use its best efforts to ensure that VGM Attendants are assigned to floor positions in a fair and equitable manner designed solely to meet the coverage needs of the Casino's operations for a given shift. YRC 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 YRC.

Very truly yours,

Yonkers Racing Corporation



Janette Jordan  
Director, Human Resources

cc: Robert Galterio  
COO and General Manager

EMPIRE CITY CASINO  
Yonkers Raceway

810 Yonkers Avenue • Yonkers, NY 10704 • 914-968-4200 • [www.EmpireCityGaming.com](http://www.EmpireCityGaming.com)

