

## **HUMAN RESOURCES PRACTICES**

### **EXHIBIT X. B.1**

Resorts World Hudson Valley will establish a Human Resources Department that is staffed with an experienced and fully competent Human Resources team—designed to support the recruitment, development, engagement, and management of a workforce from the local community and region.

The Genting Group has proven experience developing a skilled, motivated, and diverse workforce capable of upward mobility in various disciplines of work, as evidenced in part by its being rated No. 1 in Malaysia and No. 2 in Asia for Overall Best Managed Company for the Decade by *Asiamoney*.

The workforce at Resorts World Hudson Valley will be given similar career development opportunities that have proved successful at the Genting Group's other locations including extensive experience in gaming and hospitality, along with opportunities to develop skills in other disciplines, such as finance, transportation, security, and sales and marketing.

To support the human capital needs of the organization, the Human Resource Department will have as its goals:

- To hire and provide employment opportunities to local and host communities
- To recruit, select, and maintain a diverse workforce
- To train, develop, and mentor employees with a focus on upward mobility and personal growth
- To ensure the workforce receives competitive wages and benefits package to provide for the financial security and well-being of employees and their families
- To promote a sense of camaraderie and team atmosphere
- To provide outstanding internal and external customer service in a motivating environment
- To become a community partner by establishing positive relationships among a diverse set of organizations in the community
- To work tirelessly to become the employer of choice in the community

Resorts World Hudson Valley plans to follow similar practices employed at the New York City and Miami locations by assembling an experienced and diverse management team to ensure a successful and on-time opening. In addition to the access the Genting Group has to extraordinary human capital from around the globe with extensive experience in all areas of gaming, entertainment, hospitality, and resort operations management, there are plans to identify additional experienced local managers and supervisors capable of training the local population in a multitude of employment opportunities that the opening of the facility will create.

The Employment Program will be designed to identify the most qualified candidates for every available position and will focus on local and regional candidates. Our Human Resources operation will deploy our recruitment and employment program and partner with various community agencies and schools to identify candidates who have an interest in working at the Resorts World Hudson Valley facility. Local and distressed communities will be a focus of the Company's recruitment efforts.

#### **Career Centers:**

Sterling forest will launch an employment program anchored by Resorts World Hudson Valley Career Centers strategically located throughout Sullivan, Ulster, and Orange counties. The Career Centers will be located in underserved communities in the region with the specific mission and purpose of providing access, information, education, and training to the potential future employees of the Resorts World Hudson Valley. Career Centers will have the specific mission of serving those that are unemployed or underemployed and will implement goals established for the hiring of minority and veteran communities. Career Centers are currently planned for the Port Jervis and Newburgh communities with additional centers available for Poughkeepsie and communities in Ulster and Sullivan counties. These communities are selected based on analysis of employment demographics in the area. Presented in figure #1 below is a summary of data collected for a sample of potentially underserved communities in the area. Note that the communities are selected based on demographic criteria as presented below; average

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household income less than \$40,000 per year versus the national average of \$51,400; 15% or more of residents are below the poverty level; 30% or more are without health insurance; unemployment rates are 8.5% or greater, compared to a national average of 5.9%.

Resorts World Hudson Valley Career Centers will provide information to prospective employees. It will serve as an anchor for recruiting and outreach practices in the local community. Prior to opening these Centers will not only serve as a place for people to apply for and learn more about potential careers with Resorts World Hudson Valleys, they will also serve as training facilities where schools for the various service trades and skills will be convened. Candidates will be interviewed and could find themselves selected for dealer school where weeks of technical training will be provided free of cost to the candidate, and the reward for successful completion of the school is a high paying and exciting career in a casino environment.

**Table X. B.1-1. Underserved Community Statistics**

Target Cities for Workforce Development					
Cities/Towns within 1 HR Driving Radius of Resort Site	Distance to Site (Miles)	Household Income	Unemp. Rate	Below Poverty Lvl	% w/o Health Cvg.
Kingston City	44	44,646	9.5%	13.3%	25.7%
Port Jervis City	33	37,604	12.0%	14.7%	29.3%
Wawarsing Town	25	44,509	11.6%	14.8%	26.2%
Fallsburg Town	33	43,600	11.8%	16.4%	33.0%
Thompson Town	30	36,877	10.9%	19.4%	26.6%
Poughkeepsie City	29	39,528	12.8%	22.4%	32.4%
Newburgh City	12	36,077	8.7%	25.7%	42.9%
<b>Total</b>	<b>n/a</b>	<b>40,406</b>	<b>11.0%</b>	<b>18.1%</b>	<b>30.9%</b>
New York State	n/a	56,448	5.9%	12.2%	10.9%
United States	n/a	51,371	5.9%	11.8%	14.8%

### **Recruitment and Employment**

This recruitment and employment program will identify targeted local, regional, and minority hiring goals and will leverage the following sources for employment candidates:

- New York State Department of Labor Career Centers
- Hudson Valley local career centers
- College campus recruitment events including:
  - Rockland Community College
  - Westchester Community College
  - Dutchess Community College
  - Ulster County Community College
  - Sullivan County Community College
- Workforce Development Education Program, SUNY – Orange
- Orange County Employment & Training Administration
- Orange County Veterans Administration Office
- Veterans Opportunity to Work Program (VOW) and other local veterans-to-work Programs
- Table games and slot training schools
- Management, supervisory, and front-line job fairs and hiring events (company sponsored)
- Orange County job fairs sponsored by the Department of Labor

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- Orange County Workforce Development System
- Social media outlets, targeted to Orange County and the Mid-Hudson Region
- Resorts World Hudson Valley's on-site Employment Center, opening six months prior to facility opening.

Responding to workforce needs will require collaboration between many of the workforce development partners and community colleges. With the intent to create new career opportunities for the region's residents that provide for personal growth and advancement, it is envisioned that our Career Program will be developed among local partners and community colleges to address the workforce needs.

The program will include:

- Collaborative development of training and certification programs for the region's workforce
- Career Path Planning for both the underemployed and unemployed, and others who wish to enter the gaming and hospitality industry
- Marketing of these programs to the region's residents, with targeted efforts to reach those who are unreachable through traditional avenues
- Communication of the inventory of available positions, which include the bona fide occupational requirements and starting wages.
- Recruitment, screening, assessment, and job placement processes which promote a diverse workforce

Once candidates are selected and hired, they will begin a regiment of on-boarding, training, and development programs to prepare them for success. The initial training programs at the time of the opening of the facility will include:

- Company orientation
- On-boarding program including an overview of the company, the Resorts World Hudson Valley facility, employee expectations, rules and regulations, anti-harassment in the workplace standards, and responsible gaming
- Customer service training
- Technical training, based on position assignments
- Supervisory and management orientation

As part of Resorts World Hudson Valley's commitment to providing its employees with the skills, knowledge, and support to provide world-class guest service, the company also is committed to being a responsible vendor of alcohol and to ensure the enjoyment and safety of our guests and employees. A program entitled Training Intervention Procedures (TIPS) will provide employees with the tools and knowledge needed to support our commitment to serving alcohol responsibly.

TIPS is a four-hour certification (three-hour course plus one-hour exam) given to new hires who will be serving or touching alcohol in some way (security officers, security supervisors, security managers and security director, waiters/waitresses, cocktail servers, bartenders, bar backs, and food and beverage supervisors, managers, and directors). This certification is for three years.

The TIPS goal is to establish acceptable standards of practice for serving alcoholic beverages and includes:

- Encouraging servers to create the kind of environment that promotes safety and responsibility wherever alcohol is served.
- Influencing skills of servers and bartenders so that they learn to respond flexibly and courteously to the safety and well-being of others.
- Incorporating skills and expertise in a positive, meaningful, and profitable way to influence guests' drinking behavior.
- Helping servers learn many "right ways" to intervene in given situations.

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Service Intervention Procedures (SIPS) is a one-hour refresher course given every six months for team members who do not serve alcohol but may interact with guests who have been drinking (dealers, slot attendants, cage cashiers, sports book personnel, bussers, surveillance, etc.).

Both TIPS and SIPS cover the following topics:

- How Alcohol Affects Our Guests
- The Signs of Intoxication: The 4 Behavioral Cues
- Intoxication Rate Factors
- Blood Alcohol Content (BAC)
- Guest Responsibility
- Server Responsibility
- Reasonable Efforts
- Understanding Liability- Dram Shop Liability and Negligence Laws
- Checking IDs
- Documentation of an Incident
- Vignettes (TIPS only) - Rating examples of intoxication and responses by team members

These programs are standard protocol at company properties in New York City and Miami, and the same will be true at the Resorts World Hudson Valley facility.

As part of Resorts World Hudson Valley's commitment to employees, the company has and continues to maintain a hiring-from-within policy, which affords promotional opportunities for those employees who desire to enrich their careers by growing their skills and assuming additional responsibilities. In the short time since the opening of Resorts World Casino New York City, the property has promoted 172 employees, or 12 percent of the workforce from within.

The company's comprehensive ongoing program of training and employee development is a fundamental component of its ability to ensure a successful opening and ongoing operations. Resorts World Hudson Valley will be staffed with an on-site training department. Training programs in all areas of the operations will focus on development of customer service delivery skills, technical training in specific disciplines, and management development programs. The outcome of the training programs will be a more educated workforce capable of producing enhanced levels of service to customers and enhanced personal growth for employees. At the Genting Group, training has and continues to be a way of life, with a continuing program of training and development offerings that provide employees with the skills necessary to succeed and become upwardly mobile.

Training programs in the following disciplines will be offered: customer service delivery, supervisory and management development, food and beverage, slot operations, security, surveillance, finance, marketing, and administrative operations. These training programs, offered at the Genting Group's existing facilities, will be replicated at the Resorts World Hudson Valley facility and tailored to the local population. These programs will provide the fundamental platform for employees to deliver high levels of customer service in an outstanding entertainment facility, where customers feel secure and delighted by the levels of service.

In establishing transparent career paths with measurable criteria, Resorts World Hudson Valley plans to establish ongoing career-based educational opportunities including a Career Path Counseling function designed to educate, train, and provide the skills necessary for advancement to positions with greater responsibility and corresponding higher levels of compensation.

In most cases, employees can gain departmental experience and demonstrate the necessary skills for the next supervisory/management level of experience within two to three years. With strong support from management, and the individuals' desires for advancement, frontline employees will see these opportunities become reality. Resorts World Hudson Valley also will use the latest techniques in instructional design to provide the Human Resources Training programs necessary to accomplish this goal. Among the core programs available, the following learning outcome based offerings will be offered:

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- Anti-Harassment and Discrimination in the Workplace
- Interviewing, Coaching, Teambuilding and Diversity Skills
- Customer Service Skills
- Policies and Procedures
- Responsible Gambling
- Employee and Labor Relations
- Leadership Skills
- Stepping up to Management
- Managing Legal Liability in the Workplace
- Finance for the Non-Financial Manager

### **Customer Service Program**

Resorts World Hudson Valley plans to provide a Customer Service Training program designed and facilitated by 3<sup>rd</sup> party service experts. These programs are teach the skill sets and behaviors necessary to surprise and delight guests, develop a “customers first” philosophy by making memorable experiences at the property, and inspire guests to return for additional visits.

The training program will provide employees with the necessary tools to create legendary and memorable customer experiences. Employees receive customer service and sales skill training designed to help employees more consistently surprise, delight, and “wow” customers.

The program includes five key components:

1. Assessment of skills
2. Training and development based on assessment of existing skill level
3. Experiential learning and feedback
4. Reinforcement though employee messaging, coaching, and additional training
5. Management tools: mystery shopping by the same company providing this training to ensure alignment of training, learning, and measurement. The feedback is cycled back to the employee for additional learning and development.

Supervisors and managers also participate in the training and are responsible for driving performance. They will coach, motivate, and provide effective feedback to employees to ensure employees have every opportunity to be successful.

A key to the company’s ability to sustain their position in the marketplace as an employer of choice is to ensure that there is a comprehensive succession plan in place. The company will provide annual performance evaluations to all employees, and as part of that process, employees are provided with the opportunity to discuss their career plans with their department management. From there, the company will build a succession planning process to position employees on a trajectory for their next position by ensuring they receive development and mentoring opportunities in their incumbent positions while preparing for their next roles.

Recognizing that today’s society is made up of working parents, Resorts World Hudson Valley will establish an on-site day-care program for families who work at the Resorts World Hudson Valley facility. The day-care program will provide an experience where children learn in a caring environment through a carefully developed and designed curriculum that is developmentally, culturally, and individually appropriate.

The day-care center will be operated by a nationally recognized and accredited day-care provider to ensure the best-in-class operations for Orange County families. Accreditation through the National Association for the Education of Young Children (NAEYC) requires that a child care program meets a variety of strict criteria including having a well-trained faculty, good staff-child ratios and group sizes, a comprehensive curriculum, and stringent health and safety standards. The program will provide meaningful opportunities for family involvement and inclusion.

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We expect the Day-Care Center to operate between the hours of 7:00 a.m. to 6:00 p.m., Monday to Friday, and serve infants (from six weeks old) through five years old, as well as include consideration for after-school programs.

The day-care provider will conduct a comprehensive background check on all prospective employees and frequent visitors. The background check will consist of a county criminal record check for the past seven years performed in all counties that a person has lived, worked, or attended school. In addition to the county criminal search, a sex offender search, OFAC search, and a social security verification trace also will be conducted. In addition, the day-care center will be compliant with New York State Office of Children and Family Services' strict regulations for licensure and for registration of the day-care center and its employees.

In addition to providing competitive wages, training, development, and mentoring programs to assist employees in developing their career paths, Resorts World Hudson Valley will offer a comprehensive benefits package to employees, as it does at our New York City and Miami locations. Those benefits include low-cost medical and dental coverage through a nationally recognized provider, and at no cost to the employee, Life Insurance and Long-Term and Short-Term Disability Insurance.

Included in the medical plan is coverage for preventative care, a prescription plan, and mental health and substance abuse disorder services.

The Employee Assistance Program will provide an additional layer of services to Resorts World Hudson Valley employees for any problem requiring counseling including:

- Counseling services
- Financial and legal advice
- Family support
- Relationship assistance, coping and depression support

This program includes a toll-free phone line offering personal and confidential assistance 24 hours a day, seven days a week. Employees also can gain access to this information online.

Resorts World Hudson Valley will strive to understand problem gambling and to assist and guide those individuals who have or may have a problem. Resorts World Hudson Valley also has a strict policy against underage gambling, and it is each employee's responsibility to enforce this policy.

All employees will participate in Responsible Gaming training; the training educates employees on how to recognize problem gaming and gives them the tools and referral resources to assist those patrons who may have a problem. The company subscribes to the National Council on Responsible Gaming (NCRG) and uses NCRG resources in providing training to employees.

Through new hire orientation, back-of-house signage, and ongoing reinforcement activities, the company takes proactive steps to address compulsive gambling and underage gambling, which can negatively affect both guests and employees and interfere with business operations.

The company realizes employees are not treatment professionals, yet they can identify and discreetly intervene with players who may have a compulsive gambling problem by contacting a supervisor, manager, or casino host.

As part of the company's ongoing training and development efforts, both at the time of on-boarding and on an annual basis, all employees participate in a Responsible Gaming program.

### **Underage Gamblers**

Individuals under the age of 18 are prohibited from gambling. It is the responsibility of all employees on the casino floor to identify underage gamblers, and is not limited to our security personnel. Employees are expected to check a guest's ID or notify security immediately if it is suspected that a guest is not old enough to gamble. All employees receive pre-employment and annual training that specifically sets forth our policy and trains all employees on the procedures to identify, prevent, and address the risks of underage gaming.

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### **Responsible Gaming**

Training will be provided to all employees regarding on our Responsible Gaming Program, as is further described in detail in Exhibit X.A.1 through Exhibit X.A.6. This training is provided annually to all employees and is one of the most robust and innovative programs designed and implemented in North America.

### **Title 31**

Training will be provided to gaming employees prior to employment and on a recurring basis as part of a comprehensive Title 31 Compliance program. The Title 31 compliance program is described in greater detail under Exhibit VIII.D.1. Our focus will on Title 31 compliance will be a key objective of our VIP services training for those employees most likely to be exposed to or engaged with customers handling large monetary transactions. This training will integrate expectations for exceptional service delivery alongside the paramount need for compliance.

**LABOR HARMONY**

**Appendix X. B.6-1. Hotel Motel Trades Council Letter of Support**



June 25, 2014

Gaming Facility Location Board  
New York State Gaming Commission  
PO Box 7500  
Schenectady, New York 12301-7500

Dear Members of the Board,

I am writing to provide a statement that Genting Americas has entered into a labor peace agreement with the New York Hotel & Motel Trades Council, the largest union in the state of New York that is actively representing and organizing workers in the gaming and hospitality industries. Our current contract with Genting at Resorts World Casino New York City provides for labor peace at any future sites the company may develop in many counties across New York State, including Orange, Sullivan, and Ulster counties.

Beyond securing labor peace, our contract with Genting at Resorts World is the standard for the gaming industry in New York. Resorts World jobs provide good wages with full health benefits and retirement security. These are the kinds of jobs that allow workers to send their kids to college, take elderly parents to the doctor and give back to the local economy. For example, Resorts World line cooks make \$22.99 per hour today and will make \$32.94 per hour in 2017. These wages and benefits have become the economic foundation for entire communities, lifting thousands of New Yorkers out of poverty and benefiting many thousands more.

Genting is also a responsible employer. They respect and uphold workplace protections, including safeguards for women and immigrants for whom these jobs are often exploitative and dangerous. Genting workers receive schedules ahead of time so that they can make plans to be with their children or take an elderly parent to the doctor.

From organizing to arbitration to management with a newly unionized workforce, Genting at Resorts World has been a thoughtful and responsible employer.

Sincerely,

Peter Ward  
President  
New York Hotel Trades Council

**LABOR HARMONY**

**Appendix X. B.6-2. Memorandum of Understanding with Hudson Valley Building and  
Construction Trades Council**

## MEMORANDUM OF UNDERSTANDING ("MOU")

RW Orange County LLC (the "Developer") and the HUDSON VALLEY BUILDING AND CONSTRUCTION TRADES COUNCIL, (the "Council") hereby agree as follows:

**WHEREAS**, the Developer, which is an affiliate of or partner of Genting Americas, Inc. intends to develop and construct a casino resort facility, including a hotel and amenities, etc. in Orange County, New York (the "Project") in an efficient, safe, and timely manner using skilled workers with a total investment of over \$700 million (a substantial portion of which will be spent on construction);

**WHEREAS**, the Developer recognizes that the Council and its signatory contractors are a ready source for qualified workers who will be needed for the Project who have been trained in all aspects of the skills of the trade as well as in matters of safety; and

**WHEREAS**, the Developer recognizes that the Council and its signatory contractors have a record of completing their work on projects of this nature in a professional, safe, efficient and timely manner:

1. The Developer hereby agrees that all construction work on the Project that falls within the jurisdiction of the Council shall be performed only by construction managers, contractors or sub-contractors of whatever tier who are signatory to collective bargaining agreements with the unions affiliated with the Council. The scope shall include all construction on the purchased or leased properties of the Developer located in Orange County, New York related to the Project, including subsidiary properties affiliated with the Project that are located in Orange County, New York. Construction for the purpose of Section 1 of this MOU, shall include all clearing, site-work, demolition of any existing structures, road construction and entrances (unless precluded by New York State Laws), off-site parking, utility infrastructure work (unless precluded by New York State Laws), all building construction, all deliveries of asphalt, concrete, fill, granular materials and removal of all construction debris and other activities which may be set forth in the contemplated Project Labor Agreement ("PLA").
2. The Developer shall cause its construction manager, if any, and its general contractor(s) to execute and become party to a PLA that is in a form and substance that is mutually acceptable to the Developer and the Council.
3. This MOU and the PLA shall apply solely to work performed on the Project or offsite work specifically covered in local union collective bargaining agreements. The MOU shall have no application to any other project of the Developer or its affiliates outside of the jurisdiction of the Council.

4. This MOU and the PLA shall cover successors and assigns of the Developer.
5. The PLA shall also address, to the mutual satisfaction of the Developer and the Council, construction work associated with future renovations and expansion of the Project.

**GENTING AMERICAS, INC**

**HUDSON VALLEY BUILDING &  
CONSTRUCTION TRADES COUNCIL**

By:   
Name: CHRISTOPHER P. GOODY  
Title: CFO & SVP of Development  
Date: 4/28/2014

By:   
Name: L. Todd Dierke  
Title: President  
Date: 4/28/14

**RW ORANGE COUNTY LLC**

By:   
Name: CHRISTOPHER P. GOODY  
Title: PRESIDENT  
Date: 4/28/2014

**LABOR HARMONY**

**Appendix X. B.6-3. Hotel Motels Trades Council Fully Executed Neutrality Agreement**

## AGREEMENT

AGREEMENT made this 14<sup>th</sup> day of July 2010 by and between the New York Hotel & Motel Trades Council, AFL-CIO ("Union") and Genting New York LLC and Genting Group and any affiliated or related entity on its own behalf and on behalf of any current or future owner of the Project and employer of Employees, defined below, as well as their respective successors or assigns of the below described project (collectively "Employer"), provided nothing herein shall be interpreted to bind the Employer with regard to any operation other than the Project.<sup>1</sup>

WHEREAS, Employer is in the process of developing a project which will involve hotel, gaming food & beverage, and related amenities and facilities in or around Aqueduct Raceway ("Project");

WHEREAS, the parties wish to ensure that the employees in the below described bargaining unit ("Employees") have the opportunity to express their desire whether or not to be represented for purposes of collective bargaining in an atmosphere free from intimidation, restraint, coercion or discrimination; and

WHEREAS, the parties wish to resolve any disputes related to any organizing drive and representational issues amicably, without resort to litigation or proceedings before the National Labor Relations Board ("Board"), Courts, or other governmental agency;

WHEREAS, the parties have exchanged good and valuable consideration the receipt of which is hereby acknowledged.

NOW THEREFORE, the parties agree as follows:

1. The bargaining unit shall include all full and part-time employees at the Project in the classifications or departments listed in Exhibit A, or any other departments or classifications performing similar work under another name, or any combination thereof sought by the Union ("Bargaining Unit"). The Bargaining Unit shall not include those employees specifically excluded in Exhibit A. The Bargaining Unit employees shall be referred to as "Employees".
2. The parties acknowledge and agree that the Bargaining Unit(s) described herein constitute an appropriate unit .

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<sup>1</sup> The term "Employer" shall also include, but not be limited to, any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls any Employer or is substantially under the control of. (a) any Employer entity; (b) one or more principal(s) of any Employer entity; or (c) a subsidiary or parent of any Employer entity, provided nothing herein shall be interpreted to bind the Employer with regard to any operation other than the Project.

Employer also agrees to ensure that any current or future operator, manager, concessionaire or subcontractor at the project employing Employees, defined below, will abide by and be bound by this Agreement at the project, defined below. Accordingly, as used in the body of this Agreement, the term "Employer" shall also include any such entity.

3. The parties mutually recognize that the National Labor Relations Act ("NLRA") guarantees employees the right to form or select any labor organization to act as their exclusive representative for purposes of collective bargaining with their employer, or to refrain from such activity. Both the Union and Employer agree to respect the NLRA Section 7 rights of employees and neither party shall, or be required to, act in contravention of those rights.

4. Prior to the start of initial hiring, the Employer shall notify the Union of its intent to hire and the positions that it seeks to fill and the qualifications therefore. The Union may furnish applicants for the job vacancies specified by the Employer. The Union's selection of applicants for referral shall be on a non-discriminatory basis and shall not be based upon or in any way affected by membership in the Union or the Union's bylaws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership policies or requirements, or upon personal characteristics of an applicant where discrimination based upon such characteristics is prohibited by law. Any interest demonstrated by an applicant in joining the Union shall not constitute grounds for discriminatory or disparate treatment nor adversely impact the applicant's ability to be hired by the Employer. The Employer shall be the sole judge of an applicant's suitability, competence and qualifications to perform the work of any job to be filled and shall not be precluded from interviewing or hiring applicants from any other source.

5. During organizing activity the Union shall not cause any disruption of work by the Employees or of operations, nor shall it cause or encourage any other entity to cause any picketing, strikes, slow downs, boycotts, demonstrations, rallies, handbilling, corporate campaigns, or other work stoppages at the Project or at any other Employer facility to the extent the activity arose exclusively as a result of a dispute at the Project and the Employer shall not lock out employees at the Project. Nothing herein shall prohibit the Union from taking any action against any Employer at any location other than the Project which arises as the result of a dispute with such Employer at any location other than the Project. This paragraph shall not apply to the adversely affected party in the event the other party fails to abide by any an award or decision of the Arbitrator within three (3) business days after issuance. This paragraph shall not apply to the Union in the event the Employer recognizes any other labor organization as the representative of any Employees.

6. The Employer specifically agrees that its supervisory employees, its agents and/or representatives will not act or make any statement that will directly or indirectly imply the Employer's opinion as to whether or not the employees should unionize or support any union or as to the reputation of any union or any of its officers. The Union and its representatives will not coerce or threaten any Employee in an effort to obtain authorization cards.

7. The Union will begin its organization of the employees at any time upon seven (7) days written notice to the Employer. The Union will be permitted to have its organizers or representatives enter the Project to meet with Employees during the Employees' non-working times (for example, before work, after work, and during shift changes, meals and breaks) in non-public areas of the Project (for example, meal rooms and locker rooms) and/or during such other periods and locations as the parties may mutually agree upon in writing. Union representatives will comply with appropriate, non-discriminatory security and regulatory requirements

applicable to all employees when accessing the Project, provided such requirements man not be used to unreasonably deny or delay access.

8. Within seven (7) days following receipt of the above described written notice of intent to organize Employees, the Employer will furnish the Union with a complete list of such Employees including both full and part-time Employees, showing their job classifications and departments, work schedules, wage rates, benefits, and the home addresses and telephone numbers (provided that the Employer shall not be required to disclose telephone numbers of employees who request that their phone numbers not be disclosed) of all Employees. Thereafter, the Employer will promptly provide updated lists, upon request, to the Union for the duration of the organizing drive.

9. The Arbitrator shall conduct card counts to determine whether the Union has obtained valid cards from a majority of the Employees designating the Union as their representative for purposes of collective bargaining ("Cards") and to certify the results of such card count in accordance with the procedure set forth herein.

10. At any time after the commencement date of the Union's organizing effort, the Union may request that a card count be conducted by the Arbitrator. The Union shall initiate that process by advising the Employer in writing ("Notification Letter") that it represents a majority of the full-time and part-time employees employed by the Employer in the Bargaining Unit sought by it. The date of the Union's Notification Letter shall be the date ("Notification Date") used for purposes of determining the composition of the list of the names and the Employees to be furnished by the Employer to the Arbitrator.

11. As soon as practicable after the delivery of the Notification Letter by the Union to the Employer indicating its majority status, the Union shall notify the Arbitrator in writing that his services are requested for purposes of conducting a card count. The Union shall confirm to the Employer that the Arbitrator has retained jurisdiction of the card count proceeding. As soon as practicable thereafter, but in any event no later than seven (7) days after the date of the Union's written card count request made to the Arbitrator, the Union shall furnish to the Arbitrator the Cards it has obtained from the Employees, and the Employer shall furnish the Arbitrator the list containing the names, job classifications and social security numbers of Employees employed as of the date of the Union's Notification Letter (with a copy to the Union) together with copies of official employment documents containing the signatures of each of the Employees (e.g. Forms 1-9, Form W4 or similar documents).

12. Within forty-eight (48) hours after his receipt of the documents described above, the Arbitrator shall conduct a card count by checking the Cards against the list of Employees and by comparing the Employees' names and signatures appearing on the Cards to the names and signatures appearing on the employment documents supplied to the Arbitrator by the Employer. At the conclusion of the card count, the Arbitrator shall inform the parties of the results of his count and shall certify in writing that either the Union has or has not been selected by a majority of eligible Employees as their collective bargaining representative. Both the Employer and the Union agree to abide by the determinations made by the Arbitrator regarding any challenges

either to the validity of the Cards, the eligibility of Employees, the appropriateness of the unit and/or to the majority status of the Union.

13. If, after the conduct of the card count(s), the Union fails to be certified by the Arbitrator as the majority representative of the eligible Employees, this Agreement shall be deemed to continue in full force and effect for a period of twenty-four (24) calendar months thereafter, unless it is otherwise terminated or extended in writing by mutual agreement of the parties.

14. If the Union is certified as the majority representative, the Employer must recognize the Union and the Employer and the Union will promptly and expeditiously commence negotiations at a mutually agreeable time and place, for a collective bargaining agreement. In the event the parties are unable to promptly reach an agreement following certification by the Arbitrator, the parties agree that the Arbitrator may act as an interest arbitrator and resolve any disputes regarding the terms of the collective bargaining agreement. The arbitrator may consider, in addition to any other factors: 1) the Employer's financial ability; 2) size, location, and type of the Employer's operations; 3) cost of living as it affects the Employer's employees; and 4) ability of the employees, through the combination of wages, hours and benefits, to earn a living wage to sustain themselves and their families.

15. The arbitrator referred to herein shall be Elliott Shriftman or, if unavailable, Stephen O'Beirne, ("Arbitrator") who shall be guided by the Labor Arbitration Rules of the American Arbitration Association to the extent consistent herewith.

16. Any costs incurred by the parties in instituting proceedings before the Arbitrator, or defending against same, shall be the responsibility of the respective party. Costs charged by the Arbitrator shall be shared and paid equally by the parties.

17. Any award or decision issued by the Arbitrator, written or otherwise, shall be final and binding upon the parties, and shall be enforceable in the United States District Court for the Southern District of New York.

18. All complaints, disputes or grievances arising between the parties hereto involving questions or interpretation or application of any clause of this Agreement or the matters discussed herein, or any acts, conduct or relations between the parties, directly or indirectly, which shall not have been adjusted by and between the parties involved shall be referred to the Arbitrator, and his/her decision shall be final and binding upon the parties hereto.

19. In addition to and without limiting any of the foregoing, the Employer and Union also agree that the Arbitrator shall be empowered to issue such remedial orders as are consistent with applicable NLRB standards or necessary to ensure the maintenance of the neutral environment and/or to penalize the Employer or the Union for violating their obligations hereunder or under the NLRA, including an order to bargain in accordance with applicable NLRB standards, or other injunctive relief, and/or monetary or punitive damages to either party.

20. With regard to this Agreement and any and all matters discussed herein, the parties knowingly and voluntarily waive the right to or cause or encourage any individual or entity to file any petitions, charges, objections, or complaints before any court or governmental agency, including, but not limited to, any petition, objection, or unfair labor practice before the Board, and agree that the Arbitrator shall be the exclusive forum in which to resolve any such dispute.

21. In the event of recognition, the Employer shall not file a notice of voluntary recognition with the NLRB, so that the decision of when and whether to provide such notice is within the sole discretion of the Union. If the Union notifies the NLRB of recognition pursuant to this Agreement, the Employer shall post the NLRB notice of recognition in accordance with the instructions from the NLRB immediately upon receipt of the notice. The Union and the Employer agree that if any other person or entity petitions the NLRB for any election as a result of or despite recognition of the Union pursuant to this Agreement, (a) the Employer and the Union will each request that the NLRB dismiss the petition on grounds of recognition bar or, if they have agreed to a collective bargaining agreement covering Employees at the time the petition is filed, on grounds of contract bar, (b) if the petition is not dismissed, the Employer and the Union shall agree to a full consent election agreement under Section 102.62(c) of the NLRB's Rules and Regulations, and (c) the Employer and the Union shall at all times abide by the provisions of this Agreement except the Union may file unfair labor practice charges<sup>2</sup> and objections notwithstanding Paragraph 20. The Employer, its supervisory employees, agents and/or representatives, will not, directly or indirectly, support, encourage, recommend, facilitate, solicit, or advise any person or entity to file a petition with the NLRB, other than posting the notice of voluntary recognition in accordance with this Paragraph. Failure to comply with the foregoing paragraph will immediately relieve the Union of its no-strike obligation under Paragraph 5. Nothing herein shall be construed to require Employer or Union to act contrary to the law.

22. If any provision or portion of this Agreement is deemed invalid or unenforceable, it shall not affect the remainder of this Agreement and the parties shall promptly meet to negotiate substitute provisions, which effectuate the intent of the parties. Failing agreement the matter shall be submitted to the Arbitrator for final and binding resolution.

23. This Agreement shall be binding on the successor and assigns of the parties hereto, including, but not limited to, any concessionaire or subcontractor, or other entity which has or acquires an ownership, operational or management interest in the Project or to which the Employer sells, transfers, or assigns any right, title, or interest in the Project ("Successor"). The Employer shall notify the Union, in writing, of any such transaction within a reasonable time prior to its closing, which shall in no event be less than thirty (30) days prior to the close of the transaction. The parties acknowledge that failure to affirmatively bind any such Successor shall result in irreparable harm to the non-breaching party. The Employer shall cause any such Successor to execute a Successor & Assign Agreement identical to this Agreement prior to and

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<sup>2</sup> Prior to filing an unfair labor practice charge against the Employer, the Union shall attempt to obtain written assurances from the NLRB that any such charge may be deferred to arbitration pursuant to this Agreement and have the same effect as an unfair labor practice charge, without resort to the filing of a formal unfair labor practice charge.

as a condition of any transfer cognizable hereunder and provide a copy of such to the Union (replacing the corporate names in the preamble with the name of such Successor). Further, no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment of any party hereto or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of any party hereto.

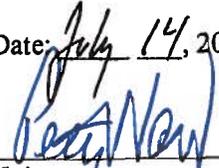
24. Unless mutually agreed to in writing by the parties, all terms of this Agreement, including, but not limited to, those relating to the provision of information, access and neutrality, shall continue uninterrupted until a collective bargaining agreement(s) covering all Employees employed by Employer is effective, except in the case in which a petition or complaint is filed with the NLRB or other governmental agency or entity, in which case this Agreement shall not terminate until such petition or complaint is fully resolved or disposed of and a valid and enforceable collective bargaining agreement(s) has become effective.

25. The Union hereby represents to Employer that the execution and performance of this Agreement will not give rise to conflict between or create unrest among the Employer, the Union or the unions (or their membership) that are currently established at the Aqueduct Racetrack.

26. The parties hereto are fully authorized to enter into and execute this Agreement.

Agreed and Accepted:

Date: July 14, 2010

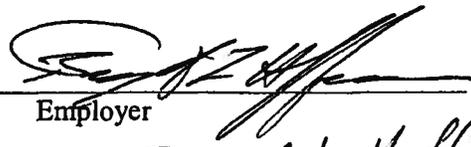
  
\_\_\_\_\_

Union

Name:

Title:

Authorized to sign

  
\_\_\_\_\_

Employer

Name: Barry A. L. Hoffman

Title: Chairman and General Counsel

Authorized to sign

## EXHIBIT A

**Included:** Hotel, Conference Center, Restaurant, Bar, Banquet, VLT, Casino, Slot Attendants, Cashiers (including booth and cage), Hard and Soft Count Employees, Change Persons, Carousel Attendants, Hosts (except as provided below), Guest Service and Players' Club Representatives, Housekeeping, Cleaners, Front Service, PBX, Front Desk, Engineering, Maintenance, Reservations, Banquets, Room Service, Kitchen, Stewarding, Food and Beverage, Bar, Dining Room, Employee Cafeteria, Laundry, Valet, Parking, Coat Check, Shipping and Receiving, Business Center, Audio Visual, Health Club, Spa, Minibar, and Concierge.

**Excluded:** Statutory supervisors, VIP Executive Casino Hosts, security, surveillance, managers, and confidential employees.

**LABOR HARMONY**

**Appendix X. B.6-4. Hotel Motel Trades Council Collective Bargaining Agreement**

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NEW YORK HOTEL AND MOTEL TRADES COUNCIL, AFL-CIO

AND

GENTING NEW YORK LLC

October 18, 2012 – October 17, 2017

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## AGREEMENT

AGREEMENT made as of October 18, 2013, by and between the New York Hotel & Motel Trades Council, AFL-CIO (“Union”), and Genting New York LLC, on its own behalf and on behalf of any current or future owner, operator or manager of its business, Resorts World, in Queens New York, and each of their affiliated and related entities, successors and assigns (collectively, “Employer”).

WHEREAS, the Employer owns and operates a facility known as Resorts World Casino New York City; and

WHEREAS, a majority of the employees in the bargaining unit defined in Article 1 below selected the Union to be their exclusive bargaining agent, as certified in an Arbitrator’s Award dated December 20, 2011.

NOW, THEREFORE, the Union and the Employer agree as follows:

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### **Article 1: Recognition**

The Employer recognizes the Union as the exclusive bargaining representative of all employees employed at its facility located in and around 11000 Rockaway Boulevard, Jamaica, New York in accordance with the following:

Included: Asian Culinary Cooks, Banquet Bar Backs, Banquet Bartenders, Banquet Cashiers, Banquet Cooks, Banquet Food Servers, Banquet House Persons, Banquet Food Runners, Bar Backs, Bartenders, Buffet Cooks, Beverage Servers, Bus Persons, Cage Cashiers, Cashiers, Coat Check, Commercial Appliance Techs, Communication Operators, Cooks, Customer Relationship Representatives, Digital and AV Technicians, Drivers, Drop Team Officers, Drop/Count Room Coordinators, ETG Attendants, Exhibition Cooks, Food and Beverage Attendants, Finance Customer Service Representatives, Finance Technicians, Flaggers, Food Court Cooks, Food Runners, Food Servers, General Laborers, Group Sales Coordinators, Group Sales Coordinators – Asian Market, Heavy Duty Cleaners, Key Booth Attendants, Kitchen Utility Workers, Lead Stewards, Lead/Dual Slot Ambassadors, Line Cooks, Line Servers, Mail Clerks, Main Bankers, Multi-Media Designers, Parking Lot Technicians, Prep Cooks, Public Area Cleaners, Pump Room Attendants, Restaurant Hosts, Retail Clerks, RW Prime Steakhouse Cooks, Seamstresses, Security Officers, Security Officer-EMTs, Security Team Leaders, Slot Ambassadors, Stewards (Heavy Utility), Stewards (Kitchen Workers), Valet Attendants, VIP Ambassadors, Warehouse Attendants, Wardrobe Attendants, as well as any other classifications performing similar work under another name.

Excluded: Statutory Supervisors, Surveillance, Managers, Confidential Employees, Maintenance Engineers, Stationary Engineers, Electricians, Executive Casino Ambassadors, PC Technicians, Plumbers, Carpenters, and Painters.

Whenever the words “employee” or “employees” appear in this Agreement the words shall not include persons excluded from the bargaining unit.

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**Article 2: No Loss of Wages or Benefits**

No employee shall suffer a loss or reduction of hours, hourly or weekly wages, benefits or fringe benefits, or any adverse effect on any other terms or conditions of employment on account of the execution, assignment, adoption or assumption of this Agreement.

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**Article 3: Wages**

A. Minimum Wage: Schedule A, attached hereto sets forth the minimum hourly wage rates.

These rates apply to employees on the active payroll of the Employer for more than ninety calendar days. Those with less service may be paid 75% of each of the aforesaid minimum wage rates until they have worked more than ninety (90) calendar days or such greater time where probation period breaks in service of more than fifteen (15) days have occurred. The Employer may deduct such breaks in the calculation of the ninety (90) days. Employees shall not be denied employment for the sole purpose of creating such breaks in service.

B. Wage Increases:

1. Actual wage rates, if higher than the minimum wage rates above, shall be increased as follows:

October 18, 2014 – 4%

October 18, 2015 – 5%

October 18, 2016 - 5%

2. The increases provided for herein shall be applicable to all wage-related items and other forms of compensation contained in this Agreement.
3. In lieu of a retroactive application of the minimum wages, the Employer shall pay to all employees on the payroll for at least twelve (12) months prior to October 18, 2013, a lump sum payment of \$3,000. The Employer shall pay to all employees on the payroll for at least six months prior to October 18, 2013, a lump sum payment of \$1,500. The Employer shall pay to all employees on the payroll for at least three months prior to October 18, 2013, a lump sum payment of \$750. The foregoing payments shall be made within thirty (30) days of the effective date of this agreement.

C. Wages shall be paid on a weekly basis. The Employer shall offer direct deposit for those employees who desire it.

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#### **Article 4: Tips and Gratuities**

- A. General: The Employer, its supervisors and managers may not retain tips, gratuities or any payment or charge purporting to be a tip or gratuity (“gratuities”) for an employee or any portion thereof. Nothing herein shall be interpreted to reduce the rights of employees to be paid gratuities in accordance with applicable law.
  - B. Gratuities: Employees shall be paid cash gratuities in full on the day they are earned. With the exception of the Food Court, an automatic gratuity of twenty (20%) percent shall be added to each guest bill, for parties of six (6) or more, in any a la carte restaurant as well as to all buffet and cocktail beverage sales. The aforementioned gratuities shall be payable on all promotional, complimentary, coupons, vouchers, discounts, and the like based on menu prices, but shall not apply to complimentary non-alcoholic beverages served on the gaming floor.
  - C. Gratuities Paid by Credit Cards: The Employer may not make any deductions from tips, including, but not limited to, credit card processing fees, except as required by Federal or New York State Law.
- 

#### **Article 5: Health Benefits**

On October 18, 2013, the Employer shall begin participation in and make contributions to the New York Hotel and Motel Trades Council and Hotel Association of New York City, Inc. Health Benefits Funds (“HBF”). Employees who currently participate in the Employer’s health plan shall be entitled to elect, at the employee’s sole discretion within sixty (60) days of execution of the presentation by the Funds, to either continue in the Employer’s plan or the HBF, subject to and in accordance with the terms of each such plan. Each employee must make his/her election on the form provided by the HBF with a copy provided to the Employer. Any employee who fails to make an election within those sixty (60) days will continue to receive benefits pursuant to the Employer’s plan. Employees who continue to receive benefits under the Employer’s plan shall be entitled to the same benefits as are offered to non-bargaining unit employees. The Employer shall not be obligated to make contributions to the HBF for those employees who participate in and are covered by the Employer’s plan. Employees who initially elect to, or by default, continue receiving benefits under the Employer’s plan may thereafter switch, at any time, to the HBF, upon thirty (30) days notice and after completing the appropriate forms referred to herein. No employee who receives benefits under the Industry Plan may switch to the Employer’s plan. The Employer shall ensure that no employee who elects to switch from the Employer to the Industry Plan will suffer a gap in coverage. Any employee hired after October 18, 2013 will be covered solely under the HBF.

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#### **Article 6: Pension and 401(k) Plans**

On October 18, 2015, the Employer shall begin participation in and make contributions to the New York Hotel and Motel Trades Council and Hotel Association of New York City, Inc. Pension Fund (“PF”). Employees who currently participate in the

Employer's 401(k) plan shall be entitled to elect, at the employee's sole discretion, within sixty (60) days of the date on which the PF gives a presentation, to either continue in the Employer's plan or be covered by the PF, subject to and in accordance with the terms of each such plans. Each employee must make his/her election on the form provided by the PF with a copy provided to the Employer. Any employee who fails to make an election within those sixty (60) days will receive benefits pursuant to the PF. Employees who continue to receive benefits under the Employer's plan shall be entitled to the same benefits as are offered to non-bargaining unit employees subject to and in accordance with the terms of each such plan. Employees who initially elect to, or continue receiving benefits under the Employer's plan may not thereafter switch to the PF. No employee who receives benefits under the PF may switch to the Employer's plan. Any employee hired as an employee after October 18, 2015 will be covered solely under the PF.

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#### **Article 7: Pre-Paid Legal Fund, Scholarship and Training Funds**

Effective as of October 18, 2016, the Employer shall begin participation in and make contributions to the IWA's Pre-Paid Legal, Scholarship and Training funds in accordance with the terms of the IWA then in effect.

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#### **Article 8: Working Hours, Scheduling, and Overtime**

- A. Regular Working Hours: The regular work day shall be seven (7) hours of work per day and the regular work week shall be thirty-five (35) hours of work per week over five (5) days which shall, if possible, be consecutive.
- B. Breaks and Meal Periods: Employees shall be entitled to a one (1) hour lunch period per shift, one-half of which shall be paid notwithstanding it is non-work time. Employees who work more than ten (10) hours on any shift will receive one (1) additional unpaid break of thirty (30) minutes.
- C. Overtime:
  - 1. Overtime shall be paid for all hours after seven (7) hours in one (1) day; for all hours after thirty- five (35) hours in one (1) week; and, for all hours on the sixth (6th) and seventh (7th) consecutive day of work, regardless of whether such sixth (6th) and seventh (7th) day(s) fall in the same workweek. Notwithstanding the foregoing, the Employer may establish 10- or 12-hour shifts with the agreement of the Union.
  - 2. No employee shall receive overtime pay unless such overtime work was authorized previously or was performed with the actual or constructive knowledge of the Employer. Constructive knowledge shall be defined in accordance with the Fair Labor Standards Act.
  - 3. Overtime shall be offered to regular part-time and full-time employees by classification seniority. If overtime is still needed after offered, the Employer shall have the right to require reasonable overtime by inverse order of seniority.

4. Except for unforeseen overtime of fewer than two (2) hours that arises during the prior shift, there shall be no overtime and no combination jobs where any employee in the affected classification is on layoff unless such work has been offered to the laid off employee(s) by reasonable means of communication using the employee's last known contact information in the Employer's records. Anything in this Agreement to the contrary notwithstanding, in the event laid-off employee(s) are recalled, the Employer shall give at least three (3) calendar days' written notice of any subsequent lay off to the Union and to the employee.
5. In the event a 10- or 12-hour shift is established, overtime shall be paid for hours worked in excess of said shift and in excess of thirty-five hours (35) hours worked in the workweek and for all hours on the sixth (6th) and seventh (7th) consecutive day of work, regardless of whether such day(s) fall in the same workweek.
6. There shall be no pyramiding of overtime and/or premium pay, except as expressly provided for herein.
7. Time spent on-call during lunch periods shall be deemed time worked and compensable consistent with this Article.

#### D. Scheduling

1. The Employer shall be free to fix the daily working hours, subject to this Agreement.
  2. The Union may challenge any changes in schedules or working hours as abusive pursuant to the grievance and arbitration procedures of this Agreement.
  3. The Employer shall provide seven (7) calendar days' written notice to an affected employee prior to any change in schedule.
  4. Schedules, hours, and steady assignments shall be offered by classification seniority.
  5. Any employee called in to work on any day shall be offered a minimum of his/her regularly scheduled hours of work.
  6. If an employee performs or is assigned to perform the work of a higher compensated classification, he or she shall be compensated at the higher rate for the entire shift. If an employee performs or is assigned to perform the work of a higher compensated classification during more than two (2) shifts in any week, he or she shall be compensated at the higher base rate for the entire week.
  7. Employees who work less than a regular workweek, shall be paid time and one quarter pay for the first nineteen (19) hours of all such hours worked.
-

**Article 9: Open Positions:**

Every open position shall be posted in conspicuous locations in the facility at least five (5) days prior to the commencement of interviews for such position, unless exigent circumstances prevent it from doing so. Where qualifications are equal, preference will be given to existing bargaining unit employees by house seniority. In the event no employee is offered the position, the Employer may hire from any source.

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**Article 10: Union Notification of New Employees**

The Employer shall notify the Union by electronic format compatible with the Union's information systems, within seven (7) days after the date of hire, of the name, address, telephone contact number provided by the employee, email address, if any, and classification of new or additional employees hired into the bargaining unit.

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**Article 11: Probationary Employees**

Employees shall be probationary employees for the first ninety (90) calendar days after their date of hire. During his/her probationary period, the employee may be terminated with or without cause and without recourse to the grievance and arbitration machinery set forth in the Agreement. However, in the event the Union claims that the Employer's termination of probationary employees is excessive and claims that the excessive turnover is for the purpose of evading this Agreement, the Union may grieve the termination(s) under Article 24: Grievances and Arbitration below.

---

**Article 12: Seniority**

- A. House Seniority: House seniority shall be defined as the employee's total length of service with the Employer, regardless of classification, from the employee's last date of hire. House seniority shall be used for purposes of offer of open positions, and calculation of severance pay.
- B. Classification Seniority: Classification seniority shall be defined as the employee's total length of service with the Employer in a particular classification from the employee's last start date in that classification. Classification seniority shall be used for purposes of the assignment of overtime, scheduling (including benefit day scheduling), hours, steady assignments, layoffs and recalls.
- C. Loss of Seniority and Employment: Seniority and employment shall terminate only if an employee: resigns, dies, is discharged for just cause, is laid off or is absent on disability leave or worker's compensation leave for a period in excess of 730 consecutive days. Seniority shall accrue during authorized leaves of absence and during layoffs, disability leaves of absences and worker's compensation leaves not to exceed 730 consecutive days.

---

**Article 13: Layoffs and Recalls**

- A. Layoffs and recalls shall be governed by classification seniority in a department. The last employee hired in a job classification within a department will be the first laid off in such classification and the employee with the greatest seniority in the job classification in the department will be the last laid off in such job classification. Conversely, the most senior laid off employee will be the first recalled to an open position in the job classification in the department.
- B. Notwithstanding the above, employees may only “bump” other less senior employees in the same classification, but a different shift, where the layoff is permanent, i.e., lasts or is anticipated to last six (6) or more months. The “bumped” employee employees shall be the least senior employees in the job classification working on a different shift.
- C. The Employer shall give the Union and employee not less than seven (7) days’ prior written notice of layoff. Nothing herein shall require the Employer to pay the employee more than five (5) days’ pay for failure to provide notice. A days’ pay is the number of regularly scheduled hours times the applicable hourly rate. The Employer shall give the Union written notice of recall to an employee at his/her last known address.
- D. For all purposes of this Agreement, a reduced work week shall be deemed a layoff.

---

**Article 14: Paid Time Off Entitlement**

The Employer’s current plans for paid time off shall continue in effect through December 31, 2013. Effective January 1, 2014, all non-probationary employees shall receive vacation, holiday, sick, jury, bereavement and personal days in accordance with the IWA, with the exception that employees hired after January 1, 2014 shall have six sick days after their first year of employment, seven sick days after their second year of employment and eight sick days after their third year of employment and further provided that there is no loss of entitlement in accordance with Article 2. This step-up provision shall expire on the expiration of this Agreement.

---

**Article 15: Vacations****A. Entitlement - General**

1. Effective January 1, 2014, all employees covered by this Agreement who shall have been employed continuously for the period specified below shall receive the following annual vacations with pay:

One (1) year but less than two (2) years  
Two (2) years but less than five (5) years

One (1) week  
Two (2) weeks

Five (5) years but less than seven (7) years	Twelve (12) days
Seven (7) years but less than fifteen (15) years	Three (3) weeks
Fifteen (15) years but less than twenty (20) years	Four (4) weeks
Twenty (20) years or more	Five (5) weeks

2. Tip employees shall receive the foregoing vacations and their vacation pay shall be twice their regular weekly rate of pay including night shift differential and premium pay, if any.

B. Proration

1. Permanent, regularly scheduled part-time employees shall receive their vacations pro-rated in relation to the hours they regularly work. The proration shall be based on the wage rate they are paid pursuant to Article 8(D)(7) of this Agreement.
2. In the event an employee is absent due to layoff, illness or injury, closing or excused absence for a period aggregating more than sixty (60) days in any employment year or such longer period as may be granted in writing by the Employer, the employee's vacation pay shall be prorated in proportion to the number of weeks actually worked during said employment year.
3. Except as provided in Article 15(B)(2), an employee who has been employed for one (1) year or more whose employment terminates within one hundred eighty (180) days prior to the end of his/her employment year shall receive vacation pay prorated in proportion to the number of weeks the employee actually worked during said year. An employee employed for less than one (1) year shall receive vacation pay prorated in proportion to the number of weeks actually worked since his/her date of employment, provided his/her employment terminated within one hundred twenty (120) days prior to the end of his/her employment year. Subject to Article 15(B)(2), if an employee's employment is terminated by reason of the closing of Employer or concessionaire, the employee shall receive vacation pay prorated in proportion to the number of weeks the employee actually worked since the beginning of his/her current employment year.
4. After service breaks aggregating more than twenty-six (26) weeks in an employment year, accrual of vacation entitlement pursuant to Article 15(A) shall toll.

C. Payment. Vacations shall be given as soon as practical after the employee's completion of the required continuous employment. The vacation pay shall be given to the employee at the end of the week preceding the vacation week.

D. Scheduling. The Employer shall fix the time or period when such vacation may be taken and it shall give the Union at least four (4) weeks' notice of the vacation schedule. Such schedule must provide for sufficient vacation periods to accommodate every employee's full vacation entitlement pursuant to the following conditions:

1. Vacation requests received prior to January 15th of each year will be scheduled in accordance with seniority and approved or denied within two (2)

weeks after the January 15th deadline. Employees who have not handed in a request by January 15th will have a final opportunity to turn in a vacation request by May 1st for any remaining weeks available and will be scheduled in accordance with seniority and approved or denied within two (2) weeks after the May 1st deadline. Vacation requests received after the May 1st deadline will be scheduled by the Hotel on a “first come, first served” basis for any remaining vacation weeks available. All vacation requests must be submitted in writing and will be responded to in writing and shall be determined by the Hotel based on business demands.

2. Any request for unpaid leave shall be made in writing by the employee and will be responded to as soon as practicable.

E. Termination of Employment. An employee who has completed the required period of employment shall, in the event his/her employment is terminated prior to receiving his/her vacation, be entitled to receive his/her vacation pay.

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## Article 16: Holidays

### A. Entitlement – General

Effective January 1, 2014, the Employer shall grant to all non-probationary employees covered by this Agreement the holidays listed below with pay:

New Year’s Day	Labor Day
Martin Luther King, Jr.’s Birthday	Thanksgiving Day
Presidents’ Day	December 24th
Memorial Day	Christmas Day
July Fourth	

The Employer shall grant to all employees covered by this Agreement the personal days listed below with pay:

Employee’s Birthday  
Employee’s Anniversary Date of Employment

One (1) personal day in each contract year to be scheduled by arrangement between the employee and the Employer not less than two (2) weeks prior to said day off.

Permanent, regularly scheduled part-time employees shall receive holidays and personal days prorated in relation to the hours they regularly work. The proration shall be based on the wage rate they are paid pursuant to Article 8(D)(7) of this Agreement.

### B. Layoff

When an employee is laid off because of lack of work on any of the above enumerated holidays, s/he shall be paid for such holiday, provided the holiday occurs within twenty (20) working days following the beginning of such layoff, and also

provided the laid off employee does not receive pay for the holiday from another hotel Employer.

#### C. Sickness

When an employee is absent because of sickness or injury on any of the above holidays s/he shall be paid for such holiday provided s/he has not been replaced by another employee who also receives pay for such holiday. The Employer may require satisfactory proof of sickness.

#### D. Payment

1. Should it be necessary for an employee in a non-tip classification to work on any of the above holidays s/he shall receive his/her regular straight time pay including night shift differential and regular premium overtime pay, if any, in addition to the holiday pay. Employees shall be notified five (5) days in advance as to whether it will be necessary for them to work on the holiday.
2. An employee in a tip classification shall receive twice his/her regular daily rate of pay as holiday pay including night shift differential and regular premium overtime pay, if any. Notwithstanding the foregoing, should said tip employee work on the holiday, s/he shall receive an additional one-half (1/2) day's pay for a total of two and one-half (2-1/2) days' pay.
3. All employees shall receive not less than a normal week's pay in any week during which a holiday falls.

#### E. Work on Holidays

1. If the Employer requires an employee to work on a holiday, the Employer may not require the employee to take another day off in lieu of the holiday. If a holiday falls on an employee's regular day off, the Employer may give the employee another day off in lieu of the holiday, which day off shall be the employee's regular work day immediately preceding or immediately following the holiday. Should a holiday fall during an employee's vacation, the Employer may grant the employee an additional day's vacation in lieu thereof which shall be the day immediately before or the work day immediately following the vacation.
2. The Union and the Employer agree, notwithstanding the provisions of Article 16(E)(1) above, that if the Employer (i) requires an employee to work on a holiday, or (ii) if a holiday falls on an employee's regular day off or (iii) if a holiday falls during an employee's vacation, an employee may voluntarily take a day off, with pay, in lieu of receiving holiday pay, which day off with pay shall be scheduled within thirty (30) days before or after the holiday, provided prior written notice together with written consent by the employee is given to the Union, which consent will not be unreasonably withheld or delayed.

In the event a dispute arises between the Union and the Employer under the provision of this Article 16(E)(2), the parties agree to proceed to expedited

arbitration before the Office of the Impartial Chairperson. In no event, however, shall such expedited arbitration cause a delay in the foregoing.

3. Employees in departments which are closed for the summer shall be paid for any of the above holidays which occur during such closing providing the employee returns to work when recalled to work.

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## **Article 17: Personal Days**

### **A. Entitlement - New Hires**

1. In order to be eligible for his/her paid personal days, an employee not previously employed in the hotel industry must be in the employ of the Employer for not less than ninety (90) calendar days.
2. An employee whose birthday falls within the first fifteen (15) days of his/her employment shall receive his/her birthday personal day between the thirty-first (31st) day of employment and the ninetieth (90th) day of employment. In the event an employee's birthday falls subsequent to the first fifteen (15) days of his/her employment, s/he shall receive same on the day it falls.
3. An employee who is severed from his/her employment prior to completion of the ninetieth (90th) day but whose birthday occurred prior to his/her severance from employment, shall receive pay for his/her birthday personal day provided the birthday occurred after not less than fifteen (15) days of employment.

### **B. Entitlement - Regular Full-Time and Regular Part-Time Employees**

1. Effective January 1, 2014, subject to the provisions set forth herein, all regular full-time employees of the Employer shall be eligible for three (3) personal days off with pay during each year of this Agreement. Permanently regularly scheduled part-time employees shall receive personal days pro rata in relation to the hours they regularly work. The proration shall be based on the wage rate they are paid pursuant to Article 8(D)(7) of this Agreement.
2. The personal days off to which employees are entitled shall be compensated at the rate of one (1) day's pay at straight time, except for tip employees, who shall be compensated at twice the regular daily rate of pay at straight time, inclusive of night shift differential and part-time premium pay, if any.
3. If a non-tip employee is required by the Employer to work on any of his/her personal days, s/he shall receive an additional day's pay at regular straight time pay including night shift differential and regular premium overtime pay, if any. In the event a tip employee works on his/her personal day, said employee shall receive one and one-half (1-1/2) days' pay at regular straight time pay, including night shift differential and regular premium overtime pay, if any, in addition to his/her normal daily wages.

C. General. The following rules shall be applicable to the three (3) personal days:

1. In the event an Employer has a group of employees whose anniversary date with the Employer is the same, said employees shall enjoy such personal day off thirty (30) calendar days after their birthdays.
2. If an employee's authorized personal day off falls on either his/her regular day off, during vacation, or on a holiday, the Employer shall have the option of granting another day off with pay by arrangement, or paying said employee for the personal day.
3. If an employee's authorized personal day off falls while s/he is absent due to sickness or injury on the job, said employee shall be paid for such personal day upon return to regular employment or shall receive another day off with pay by arrangement with the Employer.
4. Notwithstanding the above, nothing contained herein shall prevent the employee from applying all or a portion of his/her authorized personal days off to other than the reasons specified as a result of an unusual and/or sudden occurrence.

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## **Article 18: Sick Leave**

### **A. Entitlement**

1. Effective January 1, 2014, and subject to the modifications stated in Article 14, all employees covered by this Agreement who have been continuously employed by the Employer for a period of at least one (1) year shall be entitled to eight (8) days' sick leave with pay for each calendar year, with the exception that employees hired after January 1, 2014 shall have six (6) sick days after their first year of employment, seven (7) sick days after their second year of employment and eight (8) sick days after their third year of employment and further provided that there is no loss of entitlement in accordance with Article 2. This step-up provision shall expire on the expiration of this Agreement. Subject to Article 18(A)(5), effective with the second payroll week of December of each year of this Agreement, each eligible employee who has not used all his/her sick leave shall receive one day's pay for each unused sick day.
2. Sick leave pay shall be prorated after an employee's first year of continuous employment from his/her date of hire to December 31st in accordance with the number of months worked during that calendar year. Beginning with the first calendar year following thereafter, and for each full year of employment, the employee shall be entitled to full entitlement pursuant to the provisions hereof. Where an employee is hired after January 1st, his/her anniversary date shall control for proration of sick leave pay.
3. Subject to Article 18(A)(5), sick leave benefits shall accumulate from one year to the next.

4. Payment of sick leave is intended solely to provide compensation to employees who are absent from work because of illness or injury. An employee who abuses sick leave benefits shall be subject to disciplinary action.

The Union agrees to cooperate in preventing and correcting abuses of these sick leave benefits.

5. In lieu of receiving one day's pay for each unused sick day in December of each year, each employee shall have the option to carry over unused sick days from year to year, provided that no employee shall be permitted to accumulate more than fifteen (15) unused sick days at any time. If in January of any calendar year, an employee's entitlement to sick days for that year would result in an accumulation of more than fifteen (15), the Employer shall pay to the employee in the second payroll week of the preceding December the number of sick days to reduce the accumulation to fifteen (15) in January at the employee's then current rate of pay. An employee may elect to receive a pay-out of his/her accumulated sick days during the second payroll week of December by providing the Employer with two (2) weeks' advance written notice. Upon an employee's termination of employment, the Employer shall pay the employee for any unused sick days accrued by the employee, at the employee's then current rate of pay.

#### B. Calculation and Payment

1. Sick leave pay shall be calculated in the same manner as holiday pay.
2. Sick leave pay shall not be paid on the employee's scheduled day off, holiday, vacations, or any other day on which the employee is drawing pay for time not worked, or would not have otherwise worked.

#### C. Absence

An employee absent from work due to illness on a scheduled workday immediately before and/or on the scheduled workday immediately after a holiday or vacation period shall not be eligible for sick pay for said absent workday or workdays.

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### **Article 19: Jury Duty**

Effective January 1, 2014, all employees who have been employed for not less than one (1) consecutive year and who are summoned to serve jury duty will be paid for every second year of such service by the Employer the difference between their per diem jury pay and their regular rate of pay, provided that such payment shall be made for a period of no more than two (2) weeks (or such shorter period as the employee shall be on jury duty). To receive pay for jury duty, the employee must present to his/her Employer written evidence of his/her call to jury service together with a copy of receipt for payment

for his/her jury duty. Tip classification employees shall be paid the difference between their per diem jury pay and twice their regular rate of pay.

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## **Article 20: Bereavement Pay**

### **A. Entitlement**

1. Effective January 1, 2014, all employees who have been employed for not less than one (1) continuous year shall be granted bereavement pay in the event of a death in his/her immediate family.
2. The term "immediate family" is defined as the employee's father, mother, sister, brother, spouse, domestic partner (as verified by the Health Benefits Fund), or children.

### **B. Payment and Calculation**

1. Bereavement pay for the death of the employee's immediate family shall be paid for the day before, the day of, and the day following the funeral providing each of these days falls on days the employee was scheduled to work. In the event any of these three (3) days falls on days when the employee was not scheduled to work, the employee shall receive pay only for those days on which s/he was scheduled to work. No employee, however, shall receive bereavement pay more than once during any twelve (12) month period within the term of this Agreement.
2. The bereavement days off to which employees are entitled shall be compensated at the rate of one (1) day's pay at straight time except for tip classification employees, who shall be compensated at twice the regular daily rate of pay at straight time including, for both non-tip and tip employees, night shift differential and regular premium overtime pay, if any.
3. No bereavement pay will be granted unless the employee requests same from the Employer in advance of taking same. At its sole discretion, the Employer may require evidence of death and kinship.

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## **Article 21: Leaves of Absence**

- A. Entitlement: An employee who has been employed for one (1) year or more shall be entitled to one (1) leave of absence without pay not to exceed sixty (60) days each two (2) years. Employees should request such leave four (4) weeks in advance thereof, if practicable. The Employer may for good cause defer the time of the commencement of the requested leave of absence.

- B. Prohibition on Other Employment: An employee on leave of absence hereunder shall not take other employment during such leave without the prior written consent of the Employer.
  - C. Reinstatement Rights: Leaves of absence under this provision shall not affect seniority rights, but the Employer shall not be obliged to pay the employee on leave of absence for any holidays or other benefit days that fall during the period of such leave.
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**Article 22: Absence Due to Illness or Injury:**

A non-probationary employee absent from work because of a FMLA covered illness or injury of the employee for not more than twenty four (24) consecutive months shall be entitled to reinstatement, provided the employee is physically capable of performing the essential elements of the job, with or without reasonable accommodation. The Employer may require satisfactory proof of illness or injury and recovery. Such twenty-four (24) month period shall be inclusive of FMLA leave for the illness or injury.

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**Article 23: Discipline and Discharge**

- A. No non-probationary employee may be disciplined or discharged without just cause.
- B. In the event any non-probationary employee is suspended or discharged, the Employer shall provide the employee and the Union a written statement of the reasons for the suspension or discharge within two (2) working days after the date on which the employee was suspended or discharged.
- C. A Union delegate will be present at any meeting with an employee at which the employee may be disciplined. In the event the unavailability of the employee's primary delegate will unreasonably delay issuance of discipline, another available delegate may be summoned.
- D. All written discipline given to an employee will expire 365 days after the date of its issuance, provided that no subsequent discipline has been imposed based upon the written discipline. A written discipline that has expired may not be used in support of the Employer's decision to discipline the employee.
- E. All written discipline will be issued within ten (10) calendar days after the date on which the Employer knew or should have reasonably known of the alleged violation. However, by mutual agreement, the time within which discipline will be issued may be extended. Written discipline must state the reasons for the written discipline. Employees shall be notified at the time of receiving written discipline of their right to respond in writing and shall have such response attached to the discipline in the employee's personnel file.
- F. Written discipline shall include, but not be limited to, write ups, written warnings, suspensions, discharges, and the like.

- G. Discussions regarding discipline shall be conducted respectfully and never in the presence of guests or in public areas.
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#### **Article 24: Grievances and Arbitration**

- A. The arbitration panel shall be the one in the IWA.
- B. All complaints, disputes or grievances arising between the parties hereto involving questions or interpretation or application of any clause of this Agreement, or any acts, conduct or relations between the parties, directly or indirectly, which shall not have been adjusted by and between the parties involved shall be referred to arbitration before permanent umpire(s) to be known as the Impartial Chairperson and his/her decision shall be final and binding upon the parties hereto. Any questions regarding arbitrability, substantive, procedural, or otherwise, or regarding the Impartial Chairperson's jurisdiction or authority, shall be submitted to the Impartial Chairperson in accordance with this Article.
- C. The Employer and the Union shall attempt to resolve all grievances amicably between them. The Employer and the Union may agree to submit any grievance to mediation before a mutually agreed upon mediator.
- D. In the event of a willful default by either party in appearing before the Impartial Chairperson, on the scheduled date, after due written notice shall have been given to both parties, the Impartial Chairperson is hereby authorized to render a decision upon the evidence of the party appearing.
- E. Any papers, notices or process, including subpoenas, necessary or appropriate to initiate or continue an arbitration or to seek to enforce or confirm an arbitrator's award shall be served by regular mail or electronically upon the party's attorneys or, with the consent of the Impartial Chairperson, by telephone, e-mail or fax.
- F. The parties consent that all arbitration hearings shall be heard at the Office of the Impartial Chairperson, or at such other place as the parties or Impartial Chairperson may designate.
- G. The Impartial Chairperson shall have the authority to issue any remedy s/he deems necessary to fully and effectively remedy any complaint, grievance or violation, ensure compliance with this Agreement, and prevent future violations, including, but not limited to equitable and monetary relief, provided that s/he shall be limited to awarding back pay to an affected employee to the period commencing two (2) years from the date the grievance or complaint was first raised with the Employer by the Union, unless a longer period is provided for by applicable law.
- H. The Impartial Chairperson may call such arbitration hearing on giving five (5) days' notice to all of the interested parties. The Impartial Chairperson, however, may call a hearing on shorter notice if s/he deems it appropriate. The parties hereby expressly waive the requirements regarding the Impartial Chairperson's (Arbitrator's) oath and

the manner and time for the service of notice of hearing contained in the Civil Practice Law and Rules of the State of New York and agree and consent that the Impartial Chairperson may proceed with the hearing.

- I. The compensation of the Impartial Chairperson, including his/her proper and necessary expenses, as well as the costs for the use of the hearing rooms, conference rooms, Administrative staff, snacks and beverages shall be shared and paid equally by the Employer and the Union as set by the Administrative OIC.
- J. Awards issued by the Impartial Chairpersons under the Industry Wide Agreement and the practices in the New York City Hotel Industry shall not be considered precedential upon the Employer. The Arbitrators may consider these awards as persuasive only.
- K. The decision rendered by the Impartial Chairperson shall have the effect of a judgment entered upon an award made, entitling the entry of a judgment in a court of competent jurisdiction against the defaulting party who fails to carry out or abide by such decision.
- L. Effective for instances which arise after the effective date of this Agreement, if the Employer is found by the Impartial Chairperson to have (1) shown a pattern of repeated violations of a similar type and nature which supports a finding of an intentional and bad faith contractual violation; or (2) willfully violated a clearly defined contractual provision or Employer-specific established practice relating to scheduling, layoff, recall, wage or a wage-related provision, and that in either case above, i.e., (1) or (2), where such violation has resulted in a monetary award to the affected employees the Impartial Chairperson shall award to such employees an additional amount equal to fifteen percent (15%) of the awarded amount. It is understood that this provision shall not apply to situations where the Impartial Chairperson finds that the Employer has relied upon a reasonable good faith interpretation of the Agreement(s).

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#### **Article 25: Delegates and Assistant Delegates**

- A. Prior to suspending or discharging a Delegate or Assistant Delegate, the Employer shall consult with the Union. Such consultation may be telephonic. Failing agreement, the matter may be submitted to arbitration. Pending an award by the Arbitrator upholding the suspension or discharge, the Delegate or Assistant Delegate shall remain on the job, except in cases of physical fighting, on the job drug/alcohol abuse, workplace violence, theft, assault or such related charges, or where a regulatory body directs the Employer to remove the employee from the property.
- B. Delegates shall have top seniority in their job classifications for purposes of layoff and recall.

- C. The Union will furnish a written list of Delegates and Assistant Delegates upon written request by the Employer, and the Union will notify the Employer in writing of any change in the list of delegates within ten (10) days of the making of such change.
  - D. Each Delegate, Assistant Delegate, and a reasonable number of such other employees as may be selected by the Union, shall be granted two (2) weeks' unpaid leave each year to attend Union training, provided that the Employer is provided with a minimum of ten (10) days' advance written notice and further provided that the absence of such employee(s) shall not cause undue disruption to the operations of the Employer. Additional unpaid Union leave for Delegates and Assistant Delegates for participation in Union programs shall be granted provided the absence of such employee(s) shall not cause undue disruption to the operations of the Employer.
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#### **Article 26: No Subcontracting**

- A. The Employer shall not subcontract bargaining unit work, without the prior agreement of the Union.
  - B. Notwithstanding Section A above, the Employer may continue to have bargaining unit work related to or performed in connection with the space currently known as BB Queens excluded from the terms and coverage of this Agreement.
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#### **Article 27: Union Visitation**

Union representatives shall be granted access to the Employer's premises and employees. Union representatives shall advise management sufficiently in advance when a formal meeting with a large group of employees requiring arrangements is scheduled or when a meeting with management is desired so that arrangements can be made. Under no circumstances shall Union representatives be barred from the premises or from access to the premises as a result of failure to provide such notice. Union representatives will not engage in conduct which disrupts or interferes with the work of employee(s) or with the management or operations of the Employer and shall not have meetings where employees are working and customers are present. Union representatives will comply with appropriate, non-discriminatory security and registration requirements applicable to all employees when accessing the premises, provided such requirements may not be used to unreasonably deny or delay access to the premises.

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#### **Article 28: Union Bulletin Board**

The Employer shall permit non-employee representatives of the Union or the Union Delegates to post official notices of the Union on one or more dedicated bulletin boards to be provided by the Employer and placed in locations easily accessible by the employees.

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## **Article 29: Authority to Enforce This Agreement**

Only the Union may enforce this Agreement on its own behalf and on behalf of employees. No employee or group of employees may modify or waive any portion of this Agreement.

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## **Article 30: Union Membership**

- A. It shall be a condition of employment that all current employees who are members of the Union in good standing on the effective date of this Agreement or its execution date, whichever is later, shall remain members in good standing and those who are not members of the Union in good standing on the effective date of this Agreement or on its execution date, whichever is later, shall, on the thirtieth (30th) calendar day following the effective date of this Agreement or its execution date, whichever is later, become and thereafter remain members in good standing in the Union. It shall also be a condition of employment that all employees who are hired on or after the effective date of this Agreement or its execution date, whichever is later, shall, on the thirtieth (30th) calendar day following the beginning of their employment, become and thereafter remain members in good standing. The Union agrees to permit all employees to become and remain members of the Union upon payment by them of initiation fees and periodic dues uniformly required as a condition of membership.
- B. Upon notice in writing from the Union to the effect that an employee is not a member of the Union in good standing, i.e., he/she has failed to pay the initiation fees and periodic dues to the Union uniformly required as a condition of membership, the Employer shall, within seven (7) calendar days discontinue the employment of such employee. The foregoing discharge requirement shall only be applicable to the failure of an employee to pay dues and initiation fees uniformly required as a condition of membership in the Union and shall have no applicability to the failure of an employee to pay authorized regular and/or special assessments which may from time to time be levied by the Union in accordance with its Constitution and By-Laws.
- C. This Article shall be construed and applied to effectuate the parties' written terms subject to applicable law.
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## **Article 31: Union Dues**

- A. Union dues, assessments, initiation and service fees, and defense fund assessments, during the term of this Agreement, shall not exceed the sums set forth in the memorandum to be furnished by the Union to the Employer at the time of the execution of this Agreement. Notwithstanding the foregoing, the amount of Union dues, assessments, initiation and service fees, and defense fund assessments, is subject to change at the prerogative of the Union. The Union agrees to give the Employer thirty (30) days' written notice prior to the effective date of any such change. Upon due notice, the Union may examine the Employer's payroll records for the purpose of checking compliance with this provision.

- B. The Union agrees to furnish the Employer with a memorandum showing the amount of dues, assessments, initiation and services fees and defense fund assessments payable as members of the Union and service fees payable as non-members of the Union by each of the employees of the Employer covered by this Agreement. Upon receipt of written authorization, the Employer agrees to deduct such dues, assessments, initiation and service fees and defense fund assessments from the wages or salaries of the respective employees bi-weekly (initiation fees and defense fund assessments are to be deducted in two (2) monthly installments) and the Employer agrees to transmit on a monthly basis such sums collected by the Employer to the Union in the month of collection. The Employer will retain in its file the dues authorization card of each employee from whom it makes such deductions. The Employer agrees to furnish to the Union a list of the employees in its facility covered by the Agreement and will from time to time furnish to the Union the names of all such new employees who are to be covered by this Agreement, and also will notify the Union of employees who have left the employ of the Employer. The Employer agrees that the Union may examine the Employer's payroll records for the purpose of checking compliance with this provision.
- C. This Article shall be construed and applied to effectuate the parties written terms subject to applicable law.
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### **Article 32: Strikes and Lockouts**

There shall be no strikes, sympathy strikes, stoppage of work, picketing, slowdowns, sit-ins, boycott, refusal to handle merchandise, or similar interference with the conduct of the Employer's business, or lockouts during the term of this Agreement. Notwithstanding, in the event a party to this Agreement fails to comply with an award by the Arbitrator within ten (10) days of its issuance, or such other time as may be directed by the Arbitrator, the other party will be relieved of its obligation under this Article.

Any disputes regarding this Article, as with any other provision of this Agreement, shall be subject to the grievance and arbitration provisions of this Agreement.

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### **Article 33: Management Rights:**

- A. All matters related to the operation, control and management of the business, including the right to direct the employees, shall be at the sole discretion of the Employer, except as otherwise provided for in this Agreement and the law. The Employer has the right to establish, amend and enforce reasonable rules and regulations consistent with this Agreement and the law. The Union reserves the right to challenge the reasonableness and/or lawfulness of such rules.
- B. Nothing herein contained shall prevent employees in the excluded categories from performing the duties that they have performed heretofore, in the same manner and amount as heretofore, provided no employee in the affected classification is on layoff or otherwise adversely affected, and provided further the work is not of

a sufficient amount to justify hiring an additional full or regular part time bargaining unit employee.

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#### **Article 34: Night Shift Differential**

- A. General: Night shift differential shall apply to all employees covered by this Agreement.
1. A night shift differential shall be paid for all hours worked after 8:00 P.M. in the evening and before 6:00 A.M. the next morning. Each employee employed during the hours stated above shall receive, in addition to his/her regular wages, one dollar (\$1.00) per hour on his/her base wages, which rate shall be increased as of the first day of the third year, fourth and fifth years of this Agreement by the same percent as the wage increases.
  2. Benefit Days: Vacation, sick days, personal days, bereavement, jury duty pay and holiday pay shall include the night shift differential.
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#### **Article 35: Fees for Required Licenses and Certifications and Costs of Required Training**

The Employer shall pay the required fees for obtaining and maintaining any license or certification required by law or by the Employer and shall pay the costs of required training to obtain or maintain any such license or certification. Required training shall be scheduled during working hours, and time spent in required training shall be deemed working time. Anything to the contrary notwithstanding, the Employer shall not be required to pay required fees to obtain any license or certification or to pay the costs of required training to obtain or maintain any such license or certification unless the license or certification is required for the employee to continue to work in his/her current job classification. Tipped employees will be paid the tipped employee benefit day hourly rate for such time spent in required training.

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#### **Article 36: Dignity & Respect**

The Employer, through its agents, managers, or supervisors, shall not abuse or harass any employee, verbally or otherwise, and shall at all times treat employees in a professional, courteous, respectful and dignified manner.

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#### **Article 37: No Discrimination**

The Employer agrees it shall not discriminate on the basis of gender, age, race, creed, color, religion, national origin, citizenship, marital or parental status, sexual orientation, gender identity or gender expression, personal political beliefs or associations, immigration status, lawful off-duty activity, disability, veteran status,

membership in the Union or participation in protected concerted activity or any other trait protected under either federal, state or local law.

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### **Article 38: Necessary Supplies and Equipment**

The Employer shall provide employees with supplies and/or equipment that are necessary for the timely, safe, efficient and effective performance of their duties. Employees shall not be disciplined for failure to complete an assignment due to lack of necessary supplies and/or equipment.

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### **Article 39: Safety and Health**

#### **A. General**

The Employer and Union agree that the safety and health of employees is of paramount concern. Accordingly, the Employer agrees to provide a safe and healthy work environment. The Employer further agrees to provide such training and equipment, adopt procedures and safeguards, and make repairs or modifications to its facility as required by law or this Article in order to provide a safe and healthy work environment.

#### **B. Ventilation**

The Employer shall provide sufficient ventilation and air temperature for a safe and healthy working environment.

#### **C. Safety Equipment**

The Employer shall provide and maintain personal protective equipment and devices required under this Article at the Employer's expense (e.g., respirators, goggles, etc.).

#### **D. Right to Refuse Unsafe Assignment**

An employee may refuse a work assignment if s/he has a reasonable good faith belief that such assignment subjects him/her to unusually dangerous conditions which are not normally part of the job. Prior to exercising his/her rights under this Article, the employee shall promptly notify management of the perceived unsafe condition. The Employer may not discriminate or retaliate against an employee for exercising his/her right hereunder.

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### **Article 40: No Unlawful Assignments**

The Employer may not request or direct an employee to perform or fail to perform any task or duty that would constitute a violation of any applicable law, statute or

regulation. No employee may be disciplined as a result of refusing such a request or directive.

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#### **Article 41: Breakages, Walkouts, and Shortages**

Employees may not be charged or otherwise held financially responsible for walkouts, breakages, shortages, or the like.

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#### **Article 42: Drug Testing**

- A. No employee may be required to submit to a drug or similar test.
  - B. Notwithstanding Section A above, the Employer may, with probable cause, require that a valet or security employee submit to a drug test in the event s/he has a car accident that results in damage in excess of \$500.00
  - C. Notwithstanding Section A above, an employee may be tested, with probable cause, in the event s/he causes property damage in excess of \$500.00.
  - D. Any disputes regarding this Article, as with any other provision of this Agreement, shall be subject to the grievance and arbitration provisions of this Agreement.
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#### **Article 43: Lie Detectors**

No employee may be required to submit to a lie detector or similar test.

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#### **Article 44: Uniforms**

- A. The Employer shall provide all employees required to wear uniforms with such number of complete sets (excluding clothing that may be worn as part of the employee's ordinary wardrobe) as is necessary to satisfy the Employer's obligations under the New York State Hospitality Wage Order or other applicable law or regulation. The Employer shall replace required uniforms as necessary.
- B. Required uniforms shall be designed and maintained in such a matter as to account for the conditions in which employees' work, the tasks they perform and safety and health issues.
- C. The Employer shall, at its sole expense, launder required uniforms (excluding clothing that may be worn as part of the employee's ordinary wardrobe). The Employer shall allow employees to drop off and pick up uniforms during their regular working hours, provided, that this is accomplished at a time when the employee has at least one (1) clean uniform.

- D. Employees shall return all uniforms provided by the Employer upon termination of employment. If an employee fails to do so, he/she shall forfeit payment of all accrued time to which he/she otherwise would be entitled upon termination of employment.
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#### **Article 45: Meals**

The Employer shall provide employees with one (1) wholesome and varied meal each shift without cost.

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#### **Article 46: Immigrants' Rights**

- A. Union Notification: In the event that a post-probationary employee has a problem with his/her right to work in the United States, or in the event the U.S. Citizenship and Immigration Services (USCIS) or other agency specifically notifies the Employer of its intent to conduct an audit or investigation or serves a warrant relating to employees' authorization to work, the Employer shall notify the Union in writing as soon as the problem is known. Upon the Union's request, the Employer shall meet with the Union to discuss the nature of the problem. Whenever possible, and to the extent permitted by law, the meeting shall take place before any action is taken by the Employer, but the Employer shall not be required to postpone such audits or meetings with agencies.
- B. Unpaid Leave: Upon request, employees shall be released for a total of five (5) unpaid working days per each rolling twelve (12) month period, in order to attend USCIS proceedings and any related matters for the employee only. The employee shall submit proof of such proceedings and attendance by the employee to the Employer.
- C. Reinstatement
1. A post-probationary employee who is not authorized to work in the United States and whose employment has been terminated for this reason shall be immediately reinstated to the next week's schedule to his/her former classification without loss of prior seniority provided the employee produces proper work authorization within twelve (12) months of the date of termination. Employees shall not accrue vacation or other benefits during such absence.
  2. If the employee needs additional time, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without retaining seniority, upon the former employee providing proper work authorization within a maximum of twelve (12) additional months from the time noted in Article 46(C)(1) above. The Union may grieve and arbitrate any

subsequent failure to complete probation if arbitrary or capricious or an abuse of this provision.

- D. No-Match Letters: The Employer who receives a “No-Match” letter agrees to take any and all reasonable steps necessary to resolve the discrepancy prior to effectuating any adverse employment action in order to be consistent with applicable federal law, regulations, or enforcement guidelines.
  - E. New Legislation: The parties acknowledge that federal legislation, regulations or enforcement guidelines (“law”) are currently being considered pertaining to the rights of immigrants. The parties agree that they will meet and negotiate if changes in the law materially impact the rights and obligations outlined in Article 46(A) through (D). If the parties are unable to resolve issues pertaining to any such changes in the federal law, the issue shall be submitted for resolution to arbitration under this Agreement. The arbitrator will have the right to consider expert testimony.
  - F. Change in Name or Social Security Number: No employee shall suffer the loss of seniority, compensation or benefits due to any change in the employee's name or social security number, provided that the new social security number is valid and the employee is authorized to work in the United States.
  - G. No Discrimination or Retaliation: The Employer may not discriminate or retaliate against any employee, including for engaging in union or protected and concerted activity or enforcing this Agreement, by inquiring into or using an employee’s work authorization status.
  - H. No Voluntary Authorization Programs: Unless required by law, the Employer shall not use voluntary work authorization programs, such as e-Verify, for any non-probationary employees.
  - I. No Re-verification: Unless required by law, the Employer shall not re-verify unexpired work authorization documents which are facially valid.
  - J. Translations: In meetings involving discipline, except in situations where an employee is being suspended pending investigation, an employee who clearly needs language assistance or who cannot fully understand the issues relevant to his/her discipline and requests language assistance shall be provided by the Employer with an individual capable of assisting in the communication. Any reasonable delay in interviewing or effectuating discipline as a result of the need for such shall not affect the timeliness of any grievance or discipline. In all other matters, the Employer shall make a good faith effort to provide appropriate language assistance when an employee clearly needs such assistance or when the employee cannot fully understand what is being said and requests language assistance.
  - K. Anything in this Agreement to the contrary notwithstanding, the Employer shall not be required to employ any person in violation of any applicable law or regulation.
-

#### **Article 47: Parking and Transportation to Mass Transit**

The Employer shall continue to provide employees with a designated parking area at no cost. The Employer shall continue to provide a safe and convenient shuttle between the parking area and facility. Employees will also be permitted to use the customer shuttle to mass transit.

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#### **Article 48: Employee Locker Rooms, Places to Eat and Bathrooms**

The Employer shall provide all employees with safe, clean and sanitary: 1) lockers for changing and storing clothes (but this does not apply to casual employees, i.e., on-call employees, except when specific request is made by an on-call employee); 2) bathroom facilities and 3) places to eat their meals.

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#### **Article 49: Paystub Information**

Each paystub shall contain information showing the amount of regular wages, overtime, gratuities, and holiday, sick, vacation, personal, bereavement, and jury duty pay.

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#### **Article 50: Employee Access to Personnel Files**

Employees shall have access to their own personnel files during the regular business hours of the Human Resources Department. If the employee requests a copy of any or all documents in his/her own personnel file, the copy of the document or documents shall be given to the employee at no cost to the employee upon at least 24 hours' notice to the Vice President of Human Resources or his/her designee. Employees shall not abuse the privilege of obtaining copies of documents in their own personnel files.

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#### **Article 51: Banquets**

The Employer's current practices, including scheduling, compensation and work rules with regard to banquets shall remain in effect until April 18, 2014. Ninety days prior thereto, the parties will meet to discuss the need to make changes, if any. Failing to reach agreement, the matter may be submitted to arbitration.

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#### **Article 52: Successors & Assigns**

- A. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations in this Agreement shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation,

merger, sale, transfer, or assignment of either party hereto or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of either party hereto. Any successor Employer shall assume all of the obligations under this Agreement, including all obligations to the employees, the Union and any of the funds to which Employer is required to contribute under this Agreement.

- B. The Employer shall make it a written material condition of any transaction of any kind whatsoever which transfers majority ownership, management or operational control of the facility to a successor employer that such party (“transferee”) assuming such majority ownership, management or operational control must assume and be bound in writing to this Agreement. The Union agrees to be bound by this Agreement upon the transfer of majority ownership, management or operational control of the Employer’s facility to a successor Employer.
- C. A successor, assign or transferee shall assume all obligations of the predecessor, assignor or transferor, including this agreement and those agreements and practices supplementing this Agreement. Subject to Paragraph (E), every successor, assign and transferee shall execute an assumption agreement substantially similar to the following not less than ten (10) business days prior to any transfer or change covered by this Article.
- D. In accordance with paragraph 52(C) herein, the following terms shall be included in the assumption agreement:
  - 1. The parties to the assumption agreement shall be as follows:  
“[PURCHASER NAME] and [MANAGER/OPERATOR NAME, IF DIFFERENT] its managing agent, on their own behalf and on behalf of any affiliated or related entity and any current or future owner, manager or operator, and their respective successors or assigns (collectively, “Purchaser”), and the New York Hotel and Motel Trades Council, AFL-CIO (“Union”).”
  - 2. “Purchaser agrees that it shall retain all current bargaining unit employees, whose employment will continue uninterrupted and without loss of seniority, compensation, benefits or fringe benefits, and with no adverse effect on other terms and conditions of employment, subject to this Agreement and applicable law.”
  - 3. “Purchaser agrees that, effective as of the date of the closing, it has assumed, adopted and is bound by all of the terms, both economic and non-economic, of this Agreement and those agreements and practices supplementing this Agreement.”
  - 4. “By virtue of the closing, Purchaser acknowledges that no new verification of currently valid I-9 forms will be necessary.”
  - 5. “Effective immediately any and all disputes between the parties or regarding the interpretation or application of this Agreement shall be subject to the

grievance arbitration provisions of this Agreement, the entirety of which is incorporated herein by reference.”

- E. Not less than thirty (30) days prior to the closing of the transaction, the Employer shall give the Union notice in writing of the possibility of a transaction between the Employer and the potential transferee and the notice to the Union will provide the details then known to the Employer as to the nature, expected closing date, and identity of the parties to the transaction. Not less than ten (10) business days prior to the closing of the transaction, the Employer shall give the Union notice in writing of the transaction between the Employer and the transferee and the notice to the Union will provide the full and complete identity of the transferee, together with a duly executed copy of the pertinent portion of the transaction agreement between the Employer and the transferee pursuant to which the transferee agrees to assume this Agreement.
- F. Said notices will be held by the Union in strict confidence and the Union, upon request of the Employer, will agree to a confidentiality pledge upon terms mutually acceptable to the Employer and the Union, provided, however, that such confidentiality pledge will be ineffective upon the Employer’s violation of this Article 52. If the Union is provided with a signed copy of the portion of the agreement where the transferee agrees to assume this Agreement, the Union will not contact the transferee prior to the closing.
- G. The Employer and Union agree that if a determination is made by the Arbitrator that a violation of Article 52 has occurred, then in such case, the violation will be deemed to be irreparably harmful to the Union and its members. In such event, the Union may seek such relief as is necessary to redress and remedy such violation and irreparable harm, including, but not limited to, the award of monetary damages and/or injunctive relief either from the Arbitrator, the National Labor Relations Board, a court of competent jurisdiction or such other forum as deemed appropriate by the Union.

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**Article 53: Severance Pay**

- A. In the event of termination or permanent layoff (i.e., a layoff lasting or expected to last for six (6) months or more) resulting from the closing of the Employer or a restaurant, department or a concession therein, or from (1) technological change or (2) the conversion of use of the employer’s premises, severance pay shall be paid as a result of any of the foregoing.
- B. For the purpose of calculating severance pay, the Employer shall pay over to the Union for distribution by the Union to the employees affected an amount equal to four (4) days of regular wages for each year of service for each affected employee provided the employee was employed for not less than six (6) months’ service. Tip employees shall receive twice the amount of severance pay calculated in accordance with the above formula. Unless otherwise proven, all employees laid off within one (1) year of a permanent closing shall be presumed to have been terminated as a result of the closing and shall be therefore eligible for severance pay. In connection with the foregoing, the employer shall issue, and send to the Union for distribution, checks

made payable to the individual employees entitled to severance pay in accordance with the foregoing formula. The Employer agrees to make all statutory tax withholdings prior to the transmittal of the checks to the Union for distribution. In addition, a further payment equal to twenty-five percent (25%) of such amount shall be paid to the New York Hotel Trades Council and Hotel Association of New York City, Inc. Employee Benefit Funds. Payment shall be computed to the nearest quarter year.

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#### **Article 54: Application of Contract, Accretion, Card Check and Neutrality**

Employer agrees to be bound to Article 60 and Addendum IV of the IWA for any hotel, gaming, food and beverage, convention, banquet, entertainment, or similar operations or facilities provided that, with respect to Employer, the "Greater New York City Metropolitan Area, Northern and Central New Jersey and the New York State Capital District" shall be defined as and limited to the following counties in New York State: Albany, Bronx, Columbia, Dutchess, Greene, Kings, Nassau, New York, Orange, Queens, Putnam, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Suffolk, Sullivan, Ulster, Washington and Westchester; in New Jersey: Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Morris, Passaic, Somerset, Sussex, Union and Warren.

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#### **Article 55: Separability**

Should any part or provision of this Agreement be rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by any final decree of a court of competent jurisdiction or by any final decision of an authorized government agency, the invalidation of such part or provision of this Agreement shall not invalidate any remaining part or provision of this Agreement; provided, however, upon such invalidation, the parties to this Agreement agree immediately to meet to negotiate lawful substitute parts or provisions for such parts or provisions rendered or declared illegal or unenforceable. In the event the Union and the Employer cannot agree on a lawful substitute part or provision for such parts or provisions of this Agreement rendered or declared illegal or unenforceable, the dispute shall be submitted to binding interest arbitration in accordance with Article 24 of this Agreement.

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#### **Article 56: Spotters**

The Employer will not use spotters for disciplinary purposes.

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#### **Article 57: Duration**

This Agreement shall be effective for the period beginning 12 midnight on October 18, 2012 and ending 11:59 pm on October 17, 2017. In the event the Employer is temporarily closed for any reason on the expiration date of this Agreement (e.g., for renovations) this contract shall automatically extend for a period ending one hundred and

twenty (120) days after the reopening. Any disputes regarding such extension shall be submitted directly to arbitration in accordance with the terms of this Agreement.

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**Article 58: Amendments to This Agreement**

Changes to this Agreement must be in writing and executed by authorized agents of the Employer and the Union.

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**Article 59: Technological Changes**

- A. In the event the Employer introduces new technology, systems, equipment or processes for its operations, the Employer will give the Union at least thirty (30) days' notice of its intention to implement same and will meet with the Union upon request to discuss the effects, if any, of such new technology, systems, equipment or processes on bargaining unit employees' terms and conditions of employment.
  - B. If the parties fail to meet within said thirty- (30) day period or fail to agree on the effects of the Employer's changes, the Union shall have the right to submit the matter to binding interest arbitration in accordance with Article 24 of this Agreement. In no event shall submission to arbitration delay implementation of the Employer's intended changes.
- 

Dated:

FOR THE EMPLOYER



Name:

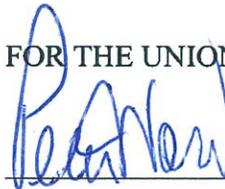
EDWARD FUREK

Title:

PRESIDENT

Authorized to Sign

FOR THE UNION



Peter Ward

President

Authorized to Sign

**SCHEDULE A**

Classification	Minimum Wage Rates			
	10/18/2013	10/18/2014	10/18/2015	10/18/2016
Asian Culinary Cook	\$22.9853	\$26.8928	\$28.2374	\$32.9437
Banquet Barback	\$20.4930	\$23.9769	\$25.1757	\$29.3716
Banquet Bartender*	\$16.1216	\$18.8623	\$19.8054	\$23.1063
Banquet Cashier	\$16.1216	\$18.8623	\$19.8054	\$23.1063
Banquet Cook	\$22.9853	\$26.8928	\$28.2374	\$32.9437
Banquet Food Runner	\$20.5013	\$23.9865	\$25.1858	\$29.3835
Banquet Food Server*	\$12.5043	\$14.6301	\$15.3616	\$17.9218
Banquet Houseperson	\$20.8325	\$24.3740	\$25.5927	\$29.8582
Bar Back	\$20.4930	\$23.9769	\$25.1757	\$29.3716
Bartender*	\$16.1216	\$18.8623	\$19.8054	\$23.1063
Beverage Server*	\$12.5043	\$14.6301	\$15.3616	\$17.9218
Buffet Cook	\$22.9853	\$26.8928	\$28.2374	\$32.9437
Bus Person*	\$12.6802	\$14.8359	\$15.5777	\$18.1740
Cage Cashier	\$21.3707	\$25.0037	\$26.2539	\$30.6296
Cashier	\$21.3707	\$25.0037	\$26.2539	\$30.6296
Coat Check	\$18.8702	\$22.0781	\$23.1820	\$27.0457
Commercial Appliance Tech	\$22.7775	\$26.6497	\$27.9822	\$32.6459
Communications Operator	\$21.1389	\$24.7325	\$25.9691	\$30.2973
Customer Relationship Representative	\$22.0082	\$25.7496	\$27.0371	\$31.5433
Digital & AV Tech	\$22.3643	\$26.1663	\$27.4746	\$32.0537
Driver	\$21.9902	\$25.7286	\$27.0150	\$31.5175
Drop Team Officer	\$22.9214	\$26.8180	\$28.1589	\$32.8520
Drop/Count Room Coordinator	\$21.3707	\$25.0037	\$26.2539	\$30.6296
ETG Attendant	\$22.0082	\$25.7496	\$27.0371	\$31.5433
Exhibition Cook	\$22.9853	\$26.8928	\$28.2374	\$32.9437
F & B Attendant	\$20.5013	\$23.9865	\$25.1858	\$29.3835
Finance Customer Service	\$21.3707	\$25.0037	\$26.2539	\$30.6296
Finance Technician	\$22.0082	\$25.7496	\$27.0371	\$31.5433
Flaggers	\$18.8702	\$22.0781	\$23.1820	\$27.0457
Food Court Cook	\$22.9853	\$26.8928	\$28.2374	\$32.9437
Food Runner	\$20.5013	\$23.9865	\$25.1858	\$29.3835
Food Server*	\$12.5043	\$14.6301	\$15.3616	\$17.9218
General Laborer	\$22.3146	\$26.1081	\$27.4135	\$31.9825
Group Sales Coordinator	\$18.8702	\$22.0781	\$23.1820	\$27.0457
Group Sales Coordinator - Asian Market	\$18.8702	\$22.0781	\$23.1820	\$27.0457
Heavy Duty Cleaner	\$22.1117	\$25.8707	\$27.1642	\$31.6916
Key Booth Attendant	\$18.8702	\$22.0781	\$23.1820	\$27.0457
Kitchen Utility Worker	\$22.1117	\$25.8707	\$27.1642	\$31.6916

Classification	Minimum Wage Rates			
	10/18/2013	10/18/2014	10/18/2015	10/18/2016
Lead Steward	\$22.9117	\$26.8067	\$28.1470	\$32.8382
Lead/Dual Slot Ambassador	\$22.8082	\$26.6856	\$28.0199	\$32.6899
Line Cook	\$22.9853	\$26.8928	\$28.2374	\$32.9437
Line Server	\$21.3707	\$25.0037	\$26.2539	\$30.6296
Mail Clerk	\$20.9328	\$24.4914	\$25.7159	\$30.0019
Main Banker	\$22.0082	\$25.7496	\$27.0371	\$31.5433
Multi-Media Designer	\$22.3643	\$26.1663	\$27.4746	\$32.0537
Parking Lot Technician	\$22.0082	\$25.7496	\$27.0371	\$31.5433
Prep Cook	\$22.4190	\$26.2302	\$27.5417	\$32.1320
Public Area Cleaner	\$20.8325	\$24.3740	\$25.5927	\$29.8582
Pump Room Attendant	\$20.5013	\$23.9865	\$25.1858	\$29.3835
Restaurant Host	\$18.8702	\$22.0781	\$23.1820	\$27.0457
Retail Clerk	\$21.3707	\$25.0037	\$26.2539	\$30.6296
RW Prime Steakhouse Cook	\$22.9853	\$26.8928	\$28.2374	\$32.9437
Seamstress	\$20.2983	\$23.7490	\$24.9365	\$29.0926
Security Officer	\$21.3214	\$24.9460	\$26.1933	\$30.5588
Security Officer/EMT	\$25.3214	\$29.6260	\$31.1073	\$36.2918
Security Team Leader	\$23.7214	\$27.7540	\$29.1417	\$33.9986
Slot Ambassador	\$22.0082	\$25.7496	\$27.0371	\$31.5433
Steward - Heavy Utility	\$22.1117	\$25.8707	\$27.1642	\$31.6916
Steward - Kitchen Worker	\$22.1117	\$25.8707	\$27.1642	\$31.6916
Valet Attendant	\$16.7546	\$19.6028	\$20.5830	\$24.0135
VIP Ambassador	\$22.2368	\$26.0171	\$27.3179	\$31.8709
Wardrobe Attendant	\$19.9522	\$23.3441	\$24.5113	\$28.5965
Warehouse Attendant	\$20.7265	\$24.2500	\$25.4625	\$29.7062

**LABOR HARMONY**

**APPENDIX X. B.6-5. PROJECT LABOR AGREEMENT**

**PROJECT LABOR AGREEMENT**  
**FOR**  
**CONSTRUCTION**  
**OF**  
**STERLING FOREST RESORT AND/OR RESORTS WORLD**  
**HUDSON VALLEY**  
**BETWEEN**  
**RW ORANGE COUNTY, LLC**  
**AND THE**  
**HUDSON VALLEY BUILDING AND CONSTRUCTION**  
**TRADES COUNCIL**

**6/27/14**

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19. SCHEDULE A.

Current Collective Bargaining Agreements – All signatory  
Local unions.

## ARTICLE 1 – PREAMBLE

This Agreement is entered into this 27<sup>th</sup> day of June, 2014, by and between rw Orange County, LLC. (herein after "owner") and the Local Unions affiliated with the Hudson Valley Building and Construction Trades Council (herein after "Unions") on behalf of itself and its' affiliated union for the project located in Orange County, New York.

The Owner may delegate its rights, duties or powers to construct the Project to a general contractor, or multiple general contractors, who may then subsequently delegate its rights, duties or powers to construct the Project to subcontractors.

WHEREAS, the "Owner" desire to provide for the sufficient, safe, quality and timely completion of Construction Related to the development of the Sterling Forest and/or World Hudson Valley (the Project) in a manner designed to afford the best work at the lowest reasonable cost to Owner, and the advancement of the project.

WHEREAS, this Project Labor Agreement ("Agreement") will foster the achievement of these goals including but not limited to:

1. Standardizing the terms and conditions governing the employment of labor on the Project;
2. Ensure timely completion of the project;
3. Receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might not provide the same.
4. Providing comprehensive and standardized mechanisms for the settlement of work disputes, including those related to jurisdiction;
5. Ensuring a reliable source of skilled and experienced labor from Orange County and surrounding counties;
6. Furthering public policy objectives as to improved employment opportunities for local workers, minorities, women, veterans and the economically disadvantaged in the construction industry;
7. Avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promote labor harmony and labor peace for the duration of the Project;
8. Expediting the construction process and otherwise minimizing the public safety and inconvenience caused by ongoing construction;
9. Furthering public policy objectives by lawfully expanding work opportunities for minorities and women in the expanding work opportunities for WBE/MBE contractors; and,
10. Permitting wide flexibility and shift hours and times.

11. Meets the State of New York requirement that a labor peace agreement be in place in order to qualify for a casino license.

WHEREAS, the parties subject to the terms of this Agreement desire the stability, security and work opportunities afforded by a Project Labor Agreement;

Now, therefore, it is agreed as follows:

## **ARTICLE 2 – PARTIES COVERED BY THIS AGREEMENT AND GENERAL CONDITIONS**

### **Section 1. Parties by this Agreement**

The parties covered by and subject to the terms of this Agreement are:

- a. The Hudson Valley Building and Construction Trades Council together with its affiliated Local Unions as identified on signature page.
- b. Construction Manager, Contractors and sub-contractor (regardless of tier) who have been awarded contracts by the Owner, Construction Manager or Contractor for the project.
- c. \_\_\_\_\_ as Construction Manager or General Contractor for the project. To be determined by Owner at a later date, if any.
- d. RW Orange County, LLC. and any and all Affiliates.
- e. All parties shall be required to sign this Agreement.

### **Section 2. Certain Definitions**

- a. Throughout this Agreement, the Hudson Valley Building and Construction Trades Council ("HVBCTC") and its affiliated Local Union members are sometimes referred to singularly and collectively as "Union(s)".
- b. "Collective Bargaining Agreements" means those local union agreements identified in Schedule A attached hereto;
- c. "Contractor(s)" means contractor(s) who have been awarded contracts for this Project and subcontractors of any tier engaged by Contractor(s) or the Construction Manager for on-site Project construction work or off site construction work included in Schedule A or specifically excluded in this agreement;
- d. "Employee(s)" means employee(s) of Contractor(s);
- e. "Owner" means RW Orange County, LLC as Developer/Operator any and all Affiliates or successors of.

- f. "Project" means all the construction work on the site(s) owned or leased by the Owners for the casino development(s) project(s) in Orange County, including any sites associated with the project.
- g. Construction Manager or General Contractor shall mean an entity hired by the "Owner" to oversee or perform construction services on the project or owners representative.

### **Section 3. Supremacy Clause**

This Agreement, together with the Collective Bargaining Agreements (Schedule A) represents the complete understanding of all parties covered by this Agreement and supersedes any national, local or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by provisions set forth in the Collective Bargaining Agreements the provisions of this Agreement shall prevail. No practice, understanding or agreement between a Contractor and a Local Union which is not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the Construction Manager, Owners Rep. or General Contractor.

### **Section 4. Liability**

The liability of any Contractor and/or any Union under this Agreement shall be several and not joint. The Owner and any Contractor shall not be liable for any violations of this Agreement by any other Contractor or Party.

### **Section 5. Bid Specifications**

- a. The bid specifications of the Project and future bid specifications will require that all successful bidders, contractors and subcontractors of whatever tier are bound by this Agreement. With the exemption of the Construction Manager and final cleaning contractor, all contractors and subcontractors regardless of tier shall be required to be signatory to Local CBA's prior to the start of work on the project.. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of Owner in determining which bidder(s) shall be awarded contracts for the Project. It is further understood that Owner has sole discretion at any time to terminate, delay or suspend the Project, in whole or part. The Construction Manager shall only be required to sign a Letter of Assent or a Job Only Agreement if during the project they are required to hire a particular trade.

## **ARTICLE 3 – SCOPE OF THIS AGREEMENT**

This agreement shall be as defined and limited by the following sections of this Article 3.

### **Section 1. The Work**

This Agreement applies to all construction work (unless specifically excluded in this agreement) on the owned or leased properties of the "Owner". Construction work shall include but not limited to all site and infrastructure work (including off site work unless precluded from law) environmental work, demolition, building construction, mechanical,

tenant construction, FF&E (as per Article 14) electrical, HVAC, etc. The work shall include all new construction as well as any additions, renovations and expansion.

## **Section 2. Notification**

The "Owners" agree to notify any tenants or entity that will be performing or contracting to do construction on the properties of the "Owners" that there is a Project Labor Agreement in place that will apply to their work.

## **Section 3. Maintenance**

The Parties agree to enter into a separate agreement (contract) for maintenance work if allowable by law. If pre-hire agreements not allowable by law or statute, the parties to this agreement will allow the Council and affiliated locals all of the same rights and organizing opportunities given to other labor organizations for the purpose of union representation, including but not limited to any agreements between the parties.

## **Section 4. Term**

This Agreement commences on the date of execution, and shall remain in effect for the duration of the Project(s). It is further understood that this Agreement, together with all of its provisions shall remain in effect for all work, including additions, renovations.

## **Section 5. Excluded Persons**

The following persons are not subject to the provisions of the Agreement, even though performing non-construction work on the Project site:

- a. Superintendents, supervisors (excluding general and forepersons specifically covered in Schedule A) engineers (except engineers covered by Local 825) inspectors and testers, quality control/ assurance personnel, timekeepers, mail carriers, clerks, office workers. Deliverers and suppliers (except those in Section 4d), messengers, non-manual employees, and all professional engineering, administrative and management persons;
- b. Employees of the owner; not performing construction or maintenance.
- e. Persons engaged in laboratory or specialty testing or inspections not ordinarily done by a member of a Trade Union (excludes surveyors);
- f. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery or involved in deliveries to and from the Project site, except for local deliveries of fill, ready mix, asphalt, granular materials, construction debris service, and the moving of equipment or all building material such as precast or steel after the first drop which are covered by this Agreement;
- e. Employees of the Contractor, other contractors or subcontractors excepting those performing manual, on-site construction labor who will be covered by this Agreement and Schedule A;

- f. Deliveries to the site with the exception of items specifically called out in Article 3, Section 3d;
- g. Employees engaged in on-site equipment maintenance/warranty work or start up work typically not performed by trades or when required for warranty or training purposes. When a Contractor has an employee already certified by the relevant manufacturer to make warranty repairs on that Contractor's equipment, that employee shall be used; when a Contractor has an employee already qualified to make warranty repairs, although not certified by the equipment manufacturer to do so, that employees shall be used to make repairs working under the direction of a manufacturer certified warranty representative; and
- h. Employees engaged in geophysical testing (whether land or water) other than boring for core samples.

## **ARTICLE 4 – REFERRAL AND EMPLOYMENT**

### **Section 1. Referral**

- a. Contractors agree to hire craft employees covered by this Agreement through the job referral systems and/or hiring halls (where the referrals meet the qualifications set forth in items 1. 2. 3 and 4 of subparagraph (b) established in the Local Unions' area Collective Bargaining Agreement or other sources so long as the Contractors do not unlawfully discriminate between prospective employees in violation of existing laws on the basis of Union affiliation, race, religion or gender;
- b. The Local Unions shall exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fill the manpower requirements of the Contractor. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of Orange County and its immediate vicinity to meet the needs of this Project and the requirements of the industry generally. The LMCC shall develop a policy to create work opportunity for Orange County Construction Workers and Contractors.

### **Section 2. Non-Discrimination in Referrals**

The local Unions represent that their hiring halls and/or referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership or lack thereof.

### Section 3. Tag Along

a. Unless specifically called for in this Section, no more than 15% per centum (15%) of the employees covered by this Agreement per Contractor by craft, shall be hired through the special provisions below (any fraction shall be rounded to the next highest whole number). Contractors (and their subcontractors) shall be entitled to assign to the Project (subject to the above provisions) to one of the Contractor's "core" employees, and then must hire one journey person referred by the Local.

The Local Union's referral of persons who have applied to the Local for Project work or are currently employed by contractor performing work must meet the following qualifications as determined by a Committee of three (3), designated respectively, by the Contractor, the applicable Local Union and a third party mutually agreed upon by the Hudson Valley Building Trade Council and Construction Manager:

1. Posses any license required by NYS law for the Project work to be performed;
2. Have worked a total of at least 1000 hours in the construction craft during the prior 2 years;
3. Were on Contractor's active payroll for at least 60 out of 180 calendar days prior to the start of project work.
4. Have demonstrated ability to safely perform the basic functions of the applicable trade.

- b. In the event the Local Union is unable to fill any request for qualified employees 24 hours after such request was made in writing to the Union by the Contractor, the Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of Project, craft employees hired within its jurisdiction from any source other than referral by the Union.
- c. The Committee may also allow a Contractor, subject to the above per centum, to employ socially or economically disadvantaged persons for entry into the construction industry outside of the formal apprenticeship program.
- d. If the Project is subject to the New York State Minority and Women Owned Business Enterprise ("MWBE") program, and New York State Equal Opportunity requirements, notwithstanding the above provision, a certified MWBE may, with respect to its first 10 hires, request referral by name under the above requirements of up to 25% of the employees covered by this Agreement by craft. In that case, the first name referral must be a general foreperson (if otherwise included in a craft's Schedule A). Thereafter, the above 15 per centum referral provision will apply.
- e. In the event a Local Union either fails, or is unable to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in the Owner's bid specifications (which shall not be greater than percentages established by the State of New York), after 72 hours written notice to the union, the

Contractor may employ qualified (i.e., successfully completed a 10 hour OSHA Training Course in Construction Safety from a qualified source) minority or female applicants from any other available source.

#### **Section 4. Union Dues/Fringe Benefits**

- a. All employees covered by the Agreement shall be subject to the union security provisions contained in the applicable collective bargaining agreement as amended from time to time, but only for the period of time during which they are performing onsite project work and only to the extent of rendering payment of the applicable monthly union dues uniformly required for union membership in the local union which represents the craft in which the employee is performing project work. No employees shall be discriminated against at the project site because of the employee's union membership or lack thereof. Each Contractor agrees to make all employee authorized deductions for such monthly union dues required under the applicable collective bargaining agreement.
- b. In addition, each Contractor agrees to pay contributions to established and jointly trusted fringe benefit funds (the Funds), such as Health and Welfare, Pension, Annuity, Legal Service, Education and Training, SUB, Apprenticeship, etc. in the amounts designated in the applicable collective bargaining agreement for onsite project work. The Contractors agreed to be bound by the written terms of the legally established and jointly trusted Funds specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Funds but only with regard to project work and only for those employees for whom this Agreement requires such benefit payments. No union, or any union benefit fund trustees, or any other individual affiliated with the union or a Fund shall have any authority under this Agreement or otherwise to audit the financial records of any Contractor that is not signatory to an existing collective bargaining agreement with the union except for the records related to compliance with contribution obligations set forth in the Agreement.
- c.
  1. To insure the full and timely remittance of required fringe benefit contributions to the Funds and dues to the unions, the Owners Rep will work cooperatively with the Funds (or unions, in the case of dues) to verify that the required fringe benefit contributions or dues have been paid.
  2. If a Fund (or Union in the case of dues) considers that a Contractor is delinquent in the payment of fringe benefit contributions or dues, it will notify the Contractor in writing with a copy to the Owners Rep. The Contractor will have forty-five (45) days to make the contributions requested by the Fund or dues, if requested by a union. If after 45 days, the Fund or Union is not satisfied that the Contractor has met its obligations, the Fund or Union will provide written notification to the Owners Rep and the Contractor at issue (given by certified mail, return receipt requested that a Contractor is delinquent in payment of fringe benefit contributions or dues.
  3. The Contractor will have five (5) days from its receipt of the Union's notification to respond to the Union's notification. If the Contractor fails to respond to the Union's notification of delinquency, the Owner or Owners Rep will withhold from sums due to the Contractor the amount of such delinquencies plus any percentage allowed under the applicable collective bargaining agreement up to the amount of sums due to the Contractor, and the Owners Rep will ensure all future payments to the Contractor by

joint check to the appropriate fund (or Union, in the case of dues) and the Contractor up to the amount of the claimed delinquency. If the Owners Rep or Owner fails to withhold or there are no funds due to the Contractor which they can withhold, the Union involved may stop work for that specific Contractor. Nothing herein shall result in the Owners Rep being liable and/or responsible for payment of delinquent fringe benefit contributions or dues.

4. If the Fund or Union disagrees with the Contractor's response and continues to believe that there are delinquencies, it will notify the Contractor in writing of such conclusion within five (5) days after receiving the Contractor's response. The Union or Fund will provide a copy of such notification to the Owners Rep who will withhold from money owed to the Contractor an amount equal to the claimed delinquencies and any percent of those delinquencies as may be allowed under the applicable collective bargaining agreement. The Fund or Union may also require the Owner or Owners Rep to make all future payments to the Contractor by joint check to the appropriate Fund (or Union, in the case of dues) and the Contractor up to the amount of the claimed delinquency. The Contractor hereby consents to payments to be made by such joint check to the Fund (or Union, in the case of dues) until all payments of contributions or dues are current and the Fund (or Union, in the case of dues) notifies the Owners Rep of such in writing by certified mail, return receipt requested.

5. If the Contractor and the Fund (or Union, in the case of dues) are unable to resolve any claims for alleged delinquent contributions or dues, the Contractor will have the right to arbitrate the matter pursuant to this Agreement. If the Fund or Union prevails in such arbitration the Owner will pay the delinquencies up to the amount it has withheld. If the Contractor prevails in such arbitration, the Owner or Owners Rep will then release any withholdings to the Contractor if the Contractor has otherwise qualified for payment of such withholdings.

6. The Owners Rep contact in reference to benefit delinquencies shall be

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

(To be determined before project start)

### **Section 5. Craft Forepersons and General Forepersons**

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Collective Bargaining Agreement, Schedule A. All forepersons shall take orders exclusively from the designated contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor.

**Section 6.** Any Labor Management Fund established shall become part of this agreement and the contributions will be made by deductions from employees, contractors or owner.

## ARTICLE 5 – UNION REPRESENTATION

### Section 1. Local Union Representative

Each Local Union representing on-site Project employees shall be entitled to designate representatives in writing (copy to Contractor involved, Owner, and the Union), who shall be afforded access to the Project. Union Representatives will not be able to interfere with the work and shall comply with visitor rules if required.

### Section 2. Stewards

- a. Each Local Union may have the right to designate a working journey person as a steward and an alternate and shall notify the Contractor of the identity of the designated Steward and alternate prior to the assumption of such duties. Stewards shall not exercise supervisory functions. There will be no non-working Stewards on the Project.
- b. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.
- c. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Collective Bargaining Agreement provision providing procedures for the equitable distribution of overtime.
- d. Shop stewards, senior teamster and lead engineer shall be employed as per Schedule "A" unless arraignments are made to employ them through the general contractor or construction manager. The above referenced employer shall not be required to carry the Steward's, Senior Teamster or Operating Engineer Lead Engineer if there is no work of that particular trade.

### Section 3. Layoff of a Steward

Contractors agree to notify the appropriate Local Union twenty four (24) hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Collective Bargaining Agreement, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

## ARTICLE 6 – MANAGEMENT'S RIGHTS

### Section 1. Reservation of Rights

Except as expressly limited by a specific provisions of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to: the right to direct the work force; including determination as to the number to be hired and

the qualifications therefore; the promotion, transfer, or the discipline or discharge for a just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules, and the requirement, timing and number of employees to be utilized for overtime work. Nothing contained herein shall be construed so as to allow direction of an Employee to perform work outside the jurisdiction of that Employees Labor Union affiliation, if any. No rules, customs, or practices as determined by the contractor which limit or restrict productivity or efficiency of the individual, and/or joint working efforts with other employees shall be permitted or observed.

## **Section 2. Materials, Methods & Equipment**

There shall be no limitation or restriction upon the Contractor's choice of materials, techniques, methods, technology or design, or regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished (except that all rebar for use in the cast-in place, on-site construction will be cut and bent in accordance with Section 2a of this Agreement), or pre-assembled materials, tools or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work pursuant to Collective Bargaining Agreement; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is not performed at the Project site, unless specifically spelled out in Schedule A.

### **Section 2a.**

Reinforcing bars (rebar) may be cut and bent off site and shall not be part of this Agreement. There shall be no reinforcing such as mats, caissons etc. delivered to the site pre-tied or welded.

### **Section 2b.**

If the Construction Manager or Owner establishes an offsite facility (warehouse, etc.) for the purpose of pre-fabing assembly or warehousing for construction, the work shall be included under this Agreement unless allowed under Schedule A.

## **ARTICLE 7 – WORK STOPPAGE AND LOCKOUTS**

### **Section 1. No Strikes, No Lock Out**

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdown, hand billing, demonstrations or other disruptive activity at the Project site for any reason by any Local Union or Employee against any Contractor or Employer while performing work at the Project site, except for non-payment of wages and benefits as per Schedule A. There shall be no other Local Union or concerted Employee activity which disrupts or interferes with the operation of the Project. Failure of any Local Union or employee to cross any picket line established by any union signatory or non-signatory to this Agreement or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article 7. There shall be no lockout at the Project by Owner or any

Contractor. Contractors and Local Unions shall take all steps necessary to ensure compliance with this Section 1. The Labor Management Cooperative Committee will establish penalties for those entities who violate Article 7 of the agreement.

## **Section 2. Discharge for Violation**

A Contractor may discharge any Employee violating Section I above and any such Employee will not be eligible thereafter for referral under this Agreement for a period of one hundred (100) days.

## **Section 3. Notification**

If a Contractor contends that any party covered by this Agreement has violated this Article 7, it will notify the CM and/or the Local Union involved advising of such fact with copy to the BCTC and to the Local Union. The BCTC shall instruct, order or otherwise use its best efforts to cause the Employees, Contractors and/or the Local Unions to immediately cease and desist from any violation of this Article 7. The BCTC complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

## **Section 4. Expedited Arbitration**

Any party alleging a violation of Section 1 of this Article 7 may utilize the expedited procedure set forth below (in lieu of, in addition to, any actions at law or equity).

- a. A party invoking this procedure shall notify JJ Piersons or Richard Adelman, who shall act as Arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator, the CM and if a Local Union is alleged to be in violation, then to the HVBCTC.
- b. The Arbitrator shall thereupon, after notice to all parties covered as to time and place, hold a hearing within Forty Eight (48) hours of receipt of the notice invoking the procedures if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than twenty four (24) hours after the notice to the BCTC required by Section 3, above.
- c. All notices pursuant to this Article 7, may be by telephone, telegraph, hand delivery or fax, confirmed by overnight delivery, to the parties involved. The hearing may be held on any day including Saturdays and Sundays. The hearing shall be completed in one session, which shall not exceed Eight (8) hours duration with no more than Four (4) hours being allowed to either side to present its case, and conduct its cross examination unless otherwise agreed. A failure of any party to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- d. The sole issue at the hearing shall be whether a violation of Section I above has occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Order restraining such violation and serve copies on the party determined to be in violation. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for other proceedings, if any. The decision shall be issued in

writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any involved party desires an opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the decision.

A decision issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the decision. Notice of the filing of such enforcement proceedings shall be given to the party involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's

Award as issued under this expedited procedure, the involved Party and Contractor waive their right to a hearing and agree that such proceedings may be ex-parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

- e. Any rights created by statute or law governing arbitration proceedings which are inconsistent with this procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.
- f. The fees and expenses of the Arbitrator shall be shared equally.

#### **Section 5. Arbitration of Discharges for Violation**

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an Employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the Employee did, in fact, violate the provisions of Section 1 of this article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

### **ARTICLE 8 – LABOR MANAGEMENT COOPERATIVE COMMITTEE**

**Section 1.** The parties bound by this Agreement shall establish a local Labor Management Cooperative Committee (LMCC) to promote harmonious labor-management relations, insure adequate communications and advance the proficiency of craft employees and the industry. This committee shall be chaired by the Labor Relations Coordinator which shall be mutually agreed upon by the unions and Owners Rep, the LMCC will meet at periodically scheduled intervals (not less than every month) for a discussion of the efficiency of the Project as is consistent with this Agreement and any amendments or addenda thereto. Participation shall be encouraged from all incumbent Employers and Unions signatory to this Agreement. The Labor Relations Coordinator shall administer and coordinate the implementation of this Agreement, chair the LMCC, develop policies and procedures of operation, and publish meeting agenda and issue minutes of each LMCC meeting.

**Section 2.** The LMCC will make every effort possible to anticipate jurisdictional conflicts or other potential and disruptive labor issues and take appropriate measures to minimize any adverse impact to the Project.

**Section 3.** The principal Union(s) and Labor Relations Coordinator (negotiators for this Agreement) shall rule on any Agreement interpretations or clarifications, which may be

required. Such rulings or clarifications, as may be required, shall be reduced to writing, jointly signed by the LMCC, distributed to the signatory parties and reviewed at the next LMCC meeting.

**Section 4.** The functions, decisions, rulings and any directives that may be promulgated by the Labor Relations Coordinator, or LMCC under this Agreement are exclusive to this Project(s) and shall not apply to other area projects.

**Section 5.** The LMCC along with the Owners Rep or construction manager and president of the Building Trades Council along with those involved trades shall be responsible for working out agreement or arrangements in reference to specialty work.

## **ARTICLE 9 – GRIEVANCE & ARBITRATION PROCEDURE**

### **Section 1. Procedure for Resolution of Grievances**

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violation of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedures of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

#### **Step 1:**

- a. When any party covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the party shall, through the Local Union business representative, job steward or Contractor give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within fourteen (14) calendar days after the act, occurrences or event giving rise to the grievance. The business representative of the Local Union, the job steward, the Party and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within forty eight (48) hours after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within fourteen (14) calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor and the CM or its assignee with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, non-affiliated Party Employee and contractor directly involved unless the settlement is accepted in writing by Owner, or its designated representative as creating a precedent.
- b. Should any party to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other party to this Agreement and, if after conferring, a settlement is not reached within fourteen (14) calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) above for the adjustment of Employee grievances.

**Step 2:**

The Business Manager or designee of the involved party, together with the representatives of BCTC, the involved Contractor, and Owner, or its designated representative shall meet within seven (7) calendar days of service of the written grievance arrive at a satisfactory settlement.

**Step 3:**

- a. If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within twenty one (21) calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to J.J. Pierson or Richard Adelman Arbitrators under this procedure. The Labor Arbitration Rules of the American

Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the arbitrator shall be final and binding on the involved Contractor, local union and employees. The fees and expenses of such arbitrations shall be shared equally between the parties. Named Arbitrators shall be alternate beginning with J.J. Pierson.

- b. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the parties at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

**Section 2. Limitation as to Retroactivity**

No arbitration decision or award may provide retroactivity of any kind exceeding Sixty (60) calendar days prior to the date of service of the written grievance on the involved Contractor or Local Union.

**Section 3. Participation by Owner or its Designated Representative**

Construction Manager shall be notified by the involved parties of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these steps, including Step 3 arbitration.

**ARTICLE 10 – JURISDICTIONAL DISPUTES**

**Section 1. No Disruptions**

- a. There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted. No jurisdictional dispute shall excuse a violation of Article 7.

- b. No jurisdiction dispute shall affect coordination of the various contractors at the Project or the progress of the Project.
- c. The Signatories to this agreement adhere to the principle that jurisdictional disputes can not and shall not interfere with the project.
- d. Every effort will be made by the Employer to resolve all anticipated disputes over work assignments. These efforts will include pre-job conferences, jurisdictional mark-up meetings and similar such conferences. Pre-job conferences must be held by each Employer prior to the field work actually starting. The Owners Rep is recognized as a party of interest in the resolution of any and all jurisdictional disputes and their Labor Relations Manager will be notified of all meetings and may attend and participate. Resolution of jurisdictional disputes will not include any "over manning" or the requirement to assign employees to any work functions other than the number that may be required to safely execute the work. No back pay or any other monetary penalty shall be assessed against any Employer in the resolution of jurisdictional disputes.

## **Section 2. Assignment**

The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

## **Section 3. Procedure for Settlement of Disputes**

- a. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit the dispute in writing to the Administrator, Plan for the settlement of Jurisdictional Disputes in the Construction Industry within seventy two (72) hours and send a copy of the letter to the other Contractor involved, and the Local Union involved. Upon receipt of a dispute letter from any Local Union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Plan.
- b. Any Contractor involved in a jurisdictional dispute on this Project shall continue working and without disruption of any kind.

## **Section 4. Limitations**

The Jurisdictional Dispute Arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work Involved; nor to assign the work to employees who are not qualified to perform the work. This does not prohibit the establishment, with the Agreement of the involved Contractor, of composite crews where more than one employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

## **Section 5. No Interference with Work**

There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

## **ARTICLE 11 – HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS & HOLIDAYS**

### **Section 1. Work Week and WorkDay**

- a. The standard work week shall consist of forty (40) hours or work at straight time rates either a five (5) day work week Monday – Friday; eight (8) Hours per day, plus one half (1/2) hour unpaid lunch period each day, or a four (4) day work week Monday – Thursday; ten (10) hours per day, plus one half (1/2) hour unpaid lunch period each day. When on a 4 day 10 hour per day work week, Friday shall be used as a makeup day at straight time. Saturday make-up days shall be as per Schedule "A" Agreements.
- b. The Day Shift shall commence between the hours of 6:00 a.m. and 4:30 p.m. Starting and quitting times shall occur at the staging areas designated by the Contractor. Other shifts shall similarly commence and end at uniform times agreed upon by the Contractor and Union. Sub-contractor starting times maybe different then the established starting time of the general contractor or construction manager.
- c. Notice – Contractors shall provide not less than ten (10) days prior notice to the Unions as to the workweek and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.

### **Section 2. Overtime**

Overtime pay for hours outside of the standard work week and work day, described in Section 1, paragraph (a) above, Saturdays and Sundays shall be paid as per Schedule "A" Agreements. There will be no restriction upon the Contractor's scheduling or overtime or the non-discriminatory designation of employees who shall be worked. The Contractor shall have the right to schedule work so as to minimize overtime. The Owner or Designee must approve any overtime that affects the total cost of the Project.

### **Section 3. Starting Times and Shifts**

- a. There shall be a uniform start time for all Contractors and employees or each shift in accordance with Section 1 above.
- b. Flexible Schedules – To the extent that they do not have a cost impact on the Project, scheduling of shift work may remain flexible in order to meet Project schedules and existing Project conditions. Shifts must be worked with a minimum of five (5) consecutive workdays and must be scheduled with the HVBCTC with not less than five (5) work days notice to the party. Regularly scheduled shifts will not be paid at overtime rate, but rather as per Schedule "A" Agreements.

- c. Flexible Starting Times – Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of paragraph (b).
- d. Shift work may be scheduled on either a five (5) day (5-8 hrs) or four (4) day (4-10 hrs) work week basis and shift shall be paid as per Schedule "A" Agreements.

**Section 4. Holidays**

- a. Schedule – There shall be eight recognized holidays on the Project:

New Years Day	Labor Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

All holidays shall be observed on the dates designated by Law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on Saturday shall be observed on Friday and those holidays which occur on Sunday shall be observed on the following Monday.

- b. Payment – Regular holiday pay, if any, and/or premium pay for the work performed on such a recognized holiday shall be in accordance with the applicable local Collective Bargaining Agreements. (Schedule A)
- c. Exclusivity – No holidays other than those listed in Section 4 – (a) above shall be recognized or observed.

**Section 5. Reporting Pay**

- a. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Collective Bargaining Agreement. (Schedule A). Should this occur on a scheduled ten (10) hour work day, ten (10) hours minimum reporting pay shall apply in lieu of eight (8) hours where appearing
- b. When an employee who has completed a schedule shift and left the Project site is "called-out" to perform special work of a casual, incidental or irregular nature, the Employee shall receive pay for actual hours worked with a minimum guarantee as may be required by the applicable Collective Bargaining Agreement. (Schedule A).
- c. When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, he shall be paid only for the actual time worked.
- d. There shall be no pay for time not actually worked except as specifically set forth in this Article or as specifically provided in a Schedule A.

## **Section 6. Payment Wages**

- a. Payday – Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 a.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than three days wages shall be held back in any period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.
- b. Termination – Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.
- c. Wages and Benefits shall be paid as per applicable schedule A.

## **Section 7. Emergency Work Suspension**

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor requests that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay, by the applicable Schedule A.

## **Section 8. Injury/Disability**

An employee, who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than eight (8) Hours wages for that day. Further, the employee shall be rehired at such time as said employee is able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform.

## **Section 9. Time Keeping**

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

## **Section 10. Meal Period**

Employees shall have meal period of not more than one half (1/2) hour duration at the work location between the third and fifth hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A. A suitable lunch area shall be established.

## **Section 11. Break Periods**

There will be one (1) ten (10) minute coffee break two (2) hours after the commencement of the workday. Afternoon break shall be as per Schedule A. Lunch break shall be for thirty (30) minutes commencing approximately four (4) hours after the start of the established workday. There shall be suitable areas established for breaks.

## **ARTICLE 12 – APPRENTICES**

### **Section 1. Ratios**

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Apprentices shall be employed in a manner consistent with the provisions of the appropriate Schedule "A" Agreement.

### **Section 2. Apprenticeship**

To assist the Contractors in attaining a maximum effort on this Project, the parties agree to work in close cooperation with, and accept monitoring by the Owner or CM to ensure that minorities and women from Orange County are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. The Local unions will cooperate with Contractor requests for minority, women or economically disadvantaged referrals to meet this Contractor effort and/or as provided in the Collective Bargaining Agreement. The HVBCTC and the Owner and/or CM shall work cooperatively to establish a pre-apprenticeship program (if permissible by law) to create work opportunity for workers living in economically distressed cities and veterans.

## **ARTICLE 13 – SAFETY AND PROTECTION OF PERSON AND PROPERTY**

### **Section 1. Safety Requirements**

Each Contractor will ensure that applicable OSHA requirements are at all times maintained on the Project. Employees of the Contractors must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and Owner from injury or harm. Failure to do so will be grounds for discipline, including discharge.

### **Section 2. Contractor Rules**

Employees shall at times be bound by the reasonable safety, security, and visitor rules as established for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

### **Section 3. Inspections**

Owner retains the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

### **Section 4. Drug/Alcohol Policy**

The General Contractor or Owner may adopt a policy with regard to the use of alcohol and illegal drugs. Specific drug and alcohol testing programs consistent with 49 CFR Parts 40 and 382 may be instituted by either the Owner and/or Contractors. Local Union programs that comply with the foregoing standards may be used.

## **ARTICLE 14 – Miscellaneous Provisions**

### **Section 1. Project Rules**

The Owner, Construction Manager or the Owner designee shall establish such reasonable Project rules as are appropriate for the good order of the Project. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee of a Contractor to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause. Unless project work rules violate the CBA or applicable law. Project rules shall be approved by the Council.

### **Section 2. Tools of the Trade**

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment for the performance of work within the employee's jurisdiction.

### **Section 3. Supervision**

Employees shall work under the supervision of the craft foreperson or general foreperson.

### **Section 4. Travel Allowance**

There shall be no payment for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement or specifically spelled out in Schedule A or a per diem or travel expense is established between the parties to this agreement.

## **Section 5. Full Work Day**

- a. Employees shall be at their staging area at the time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The parties reaffirm their policy of a fair day's work for a fair day's wage.
- b. There shall be no non-working employees at the Project (e.g. employees whose only work consists of watching equipment, etc.), unless the presence of such employee is required due to normal maintenance (e.g. refueling). There shall be no electrical standby-by employees until the electrical prime contractor has commenced work on the Project. No electrical stand-by employee may remain on the Project after the permanent electrical system is operational.
- c. Temporary services for system coverage, whether during regular working hours or at other times, shall only be required on the specific request of the Contractor and when requested shall be assigned to the appropriate trade with jurisdiction. Such temporary services may be provided by the Contractor's employees already working under this Agreement during their regular work hours. There shall be no stacking of trades on temporary services. In the vent temporary services are claimed by multiple trades, the matter shall be resolved under Article 10 of this agreement.

## **Section 6. Cooperation**

The parties will cooperate in seeking any New York State Department of Labor approvals that may be required for implementation of any terms of this Agreement.

## **Section 7. Specialty Agreement**

The terms of this Agreement shall not apply to work of the Employer that is normally performed under the terms of a National Specialty Agreement including, but not limited to, the National Tank Manufacturer Agreement, the Stack Liner Agreement, the Rubber Liner Agreement or any other Specialty Agreement.

## **Section 8. Veterans**

The employees and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Unions and the Contractors agree to coordinate and maintain an integrated list of veterans from the Orange County interested in working on the Project through the "Helmets to Hardhats" program and, to the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

## **Section 9. Equal Opportunity**

- a. Each Union will provide to the Owners Rep, not less than quarterly, a census of its members. Such census report will provide information regarding the number of minority and women members and the status of those members as to apprenticeship and journeyman classification. The first such census reports shall be delivered prior to execution of this.

b. The Unions agree that their good faith effort enrollment goals for all apprenticeship classes for minorities and women as permitted by New York State Department of Labor procedures.

c. The Unions agree that seniority or other preference rules may not be utilized to frustrate the diversity goals of the Project the affirmative action, workforce development, and diversity provisions of this Agreement.

d. The Unions agree that individuals with construction industry experience outside of a unionized workforce who desire to become members of the various trade unions will be admitted at the status and grade commensurate with the skills acquired from their experience in the trade. Individuals who require additional training to achieve journeyman status will receive such training.

#### **Section 10. Furniture, Fixtures and Equipment (FF&E)**

Unless specifically excluded in this Agreement, all furniture, fixtures and equipment that is fastened, mounted or adhered to a surface by glue, screws, nails, mechanical fastener or by other means shall be included as covered work under this Agreement. This shall include all unloading, loading, transporting to place of install, clean up, uncrating and unwrapping of protective coverings. This shall include casino, hotel tenant and restaurant related furniture, fixtures and equipment such as but not limited to slot machine bases, gaming tables, stools, counters, chairs, other furniture, pit stands, decorations, bed frames and posts, cabinets, mirrors, pictures, bathroom accessories and kitchen equipment, etc.

With the exception of kitchen equipment, the above items that are not fastened, mounted or adhered to a surface shall be excluded from this Agreement. This shall not preclude the owner, developer, casino operator, supplier or contractor from using respective unions to unload, carry, place or clean-up of these items.

Work above the slot machine bases, including but not limited to work associated with the slot machines will be addressed prior to the start of slot installation. A mutual agreement between the Council and Owner shall be reached prior to slot machine install. If an agreement can't be reached between the Owner and Council, the parties agree to go to Step 3 of Article 9, immediately in which the arbitrator shall issue a decision with 24 hours after hearing.

In the event NYS Gaming Association Rules and Regulation preclude the above, the NYS Gaming Rules and Regulations shall apply.

#### **Section 11. Clean Up**

All cleanup during construction shall be performed by the trade having jurisdiction for cleanup. The Owner will ensure a clean and safe work place. The Owner may back charge contractors accordingly if clean up becomes an issue.

Once construction is completed and a building, section or floor is turned over for final cleaning to a contractor or professional cleaning company for final cleaning including windows and floor prep up to 50% of the employees may be direct employees of the

company in which those direct employee shall be exempt from this agreement and shall not be required to sign the Laborers Local Union Agreement.

If final clean-up is performed by employees of the Owner, up to 70% of the employees may be direct employees of the Owner. These employees of the Owner shall not be temporary employees of the Owner.

## **ARTICLE 15 – FUTURE CHANGES IN COLLECTIVE BARGAINING AGREEMENT**

### **Section 1. Changes**

- a. Schedule A to this Agreement shall continue in full force and effect until the applicable Contractor and/or Union parties to the Schedule A CBAs notifies the Owners Rep in writing of the mutually agreed upon changes in provisions of such Agreements which are applicable to the Project, and their effective dates.
- b. It is agreed that any work rule provisions negotiated into future Collective Bargaining Agreements will not apply to work on this Project if such provisions are less favorable to this Project than those contained in the expiring Collective Bargaining Agreements as they pertain to work rules; nor shall any provision be recognized or apply on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.
- c. Any disagreement over the incorporation into Collective Bargaining Agreements of provisions agreed upon in the re-negotiation of Area Collective Bargaining Agreement shall be resolved in accordance with the procedure set forth in this Agreement.

### **Section 2. Labor Disputes During Negotiation of Collective Bargaining Agreements**

The parties agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdown or other disruptive activity or other violations of this Agreement affecting the Project by any parties involved in the re-negotiation of Collective Bargaining Agreements nor shall there be any lockout on this Project affecting any party during the course of such re-negotiations.

## **ARTICLE 16 – SAVINGS AND SEPARABILITY**

### **Section 1. This Agreement**

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of any law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of this Agreement shall remain in full force and effect. In such event, this Agreement shall remain in effect for contracts already bid, awarded or in construction. The parties will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be awarded in the future.

## **Section 2. The Bid Specifications**

In the event that Owner's bid specifications, or other action, requiring that a successful bidder be bound by this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, such requirement shall be rendered, temporarily or permanently, null and void but this Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid, awarded or in construction. The parties will enter into negotiations as to modifications to the Agreement to reflect the court action taken and in the intent of the parties for contracts to be awarded in the future.

## **Section 3. Non – Liability**

In the event of an occurrence referenced in Section 1 or Section 2 of this Article 17, neither Owner nor any Contractor nor any Local Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

For: Hudson Valley Building and Construction Trades Council

By: L. TODD DIORIO, PRESIDENT  
NAME/TITLE

L. Todd Diorio  
SIGNATURE

6/27/14  
DATE

For: RW Orange County LLC

By: CHRISTINA P GOODE  
NAME/TITLE

\_\_\_\_\_  
SIGNATURE

6/27/14  
DATE

For: \_\_\_\_\_: As Construction Manager, if any.

By: \_\_\_\_\_  
NAME/TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

For: Contractor

By: \_\_\_\_\_  
NAME/TITLE

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

For: LOCAL UNIONS

BY: \_\_\_\_\_  
LOCAL UNION#                      Print Name                      Signature                      Date

(To be signed prior to construction start)