



RESORTS WORLD CATSKILLS CONTRACT RATIFICATION BOOK

A Letter from HTC President Rich Maroko



To the HTC-represented employees of Resorts World Catskills,

Attached is a summary of your new union contract. I am proud to announce that this contract provides for the largest wage increases in any renewal contract in our Union's nearly 100-year history and includes several truly historic new provisions.

The wage increases are broken down into two components. The first is a large increase retroactive to October 2022 and a signing bonus, which our Union was able to win thanks to an economic reopener we negotiated in the current contracts for Rivers, Resorts World Catskills, and del Lago. This provision gave us the right to reopen the contracts in the event the

casino tax rates were reduced. In the midst of the pandemic, we used our political muscle to successfully push New York State to give a significant tax break to the casinos. This not only helped the casinos to remain open and protected thousands of union jobs, but it put us in a position to reopen negotiations and demand that the casinos share their savings with their union workforce. That is why these increases take effect during the unexpired term of the current contract.

The second component – annual wage increases going forward – was won through traditional, hard bargaining.

Your new contract also includes groundbreaking language, including: our first-ever childcare benefit, a new annual cost-of-living adjustment, Juneteenth as a paid holiday, and new language that strengthens our arbitration rights. The casinos have also agreed to sign on to any additional benefits we ultimately win in the new GRIWA, which we are renegotiating with the hotel industry now.

I'm incredibly proud of the unprecedented increases and new rights we have won – and I'm even prouder that we were able to achieve them while also reducing the cost of healthcare and protecting all of the other hard-won benefits in the current contract.

Our Union has been determined to make gaming jobs in New York State among the best in the country. This new agreement does just that.

Congratulations,

Rich Maroko
HTC President

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SECTION A WAGE INCREASES

WAGES

The new contract has unprecedented wage increases. The first increase is \$3.00 for non-tipped employees and \$1.50 for tipped employees retroactive to October 1, 2022. The second is an annual increase every April 1st. Wage increases are outlined in the following chart:

Effective Date	Non-Tipped Employees	Tipped Employees
Retroactive to October 1, 2022	\$3.00 per hour	\$1.50 per hour
April 1, 2023	\$1.50 per hour	\$0.75 per hour
April 1, 2024	\$1.50 per hour	\$0.75 per hour
April 1, 2025	\$1.50 per hour	\$0.75 per hour
Total hourly increases	\$7.50 per hour	\$3.75 per hour



SECTION B

BONUS AND COST-OF-LIVING ADJUSTMENT

1. SIGNING BONUS

Within seventy-five (75) days of ratification, you will also receive a one-time signing bonus of three thousand dollars (\$3,000.00), regardless of part- or full-time status.

2. COST-OF-LIVING ADJUSTMENT

This new contract also contains a brand-new, cost-of-living adjustment provision. This clause helps to protect you in the event of high inflation. Under the new contract, if the Consumer Price Index is greater than fifteen percent (15%) (which is approximately the average annual wage increase in the new contract), you will be entitled to additional raises to help offset rising costs for items like groceries, gas, and rent.



SECTION C

HEALTH BENEFITS

1. GUARANTEED AFFORDABLE HEALTH CARE

The new union contract guarantees that you can keep the plan you have now and lowers the monthly cost for you. No matter how much the cost of healthcare increases, the amount you pay each month will go down as follows:

Employee Only

Current Cost	New Cost
\$5.00 per month	\$1.00 per month

Employee + Spouse or Child(ren)

Current Cost	New Cost
\$25.00 per month	\$5.00 per month

Employee + Family

Current Cost	New Cost
\$100.00 per month	\$15.00 per month

2. IMPROVED ELIGIBILITY THRESHOLD

Additionally, it will be easier to qualify for and keep health benefits. The number of hours you need to average each week is reduced from thirty (30) to twenty-two (22).

3. HEALTH REIMBURSEMENT ARRANGEMENT (“HRA”)

The HRA benefit for employees who enroll in the current plans will increase to five hundred dollars (\$500.00) per year for employee only coverage and one thousand dollars (\$1,000.00) per year for all other levels of coverage. Funds in your HRA account can be used for out-of-pocket medical costs like prescriptions and certain over-the-counter drugs.

4. HEALTHCARE ELECTION

Finally, the option to enroll in a new, different health plan – the “Industry Plan” – will still exist, but will be postponed from the end of this contract to near the end of the next contract on March 1, 2026.

SECTION D

NEW PRE-PAID LEGAL BENEFIT

PRE-PAID LEGAL FUND

Effective April 1, 2023, you will be able to access lawyers at no cost through the Union's Pre-Paid Legal Fund for certain matters related to consumer issues, bankruptcy, home sales and closings, wills, credit issues, landlord/tenant matters, immigration, adoption, divorce, and child custody.

SECTION E

NEW CHILDCARE BENEFIT

DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT ("FSA")

For the first time, the Union contract provides for childcare benefits through a flexible spending account. Starting January 1, 2024, unless the Employer provides free on-site childcare, they will reimburse one hundred dollars (\$100.00) per month for eligible employees to use toward care for eligible dependents. To qualify, a dependent must be either: 1) under the age of 13 or 2) a dependent or spouse who is mentally or physically disabled.

SECTION F

EXTRA PAID TIME OFF

1. HOLIDAYS

Under the new contract, you will receive one (1) additional holiday, Juneteenth — observed on June 19th — for a total of ten (10) holidays.

2. SICK/PERSONAL DAYS

Effective January 1, 2024, you will receive one (1) additional sick/personal day, for a total of eleven (11) sick/personal days per year.



SECTION G

OTHER PROVISIONS

1. DURATION

Your new contract is through March 31, 2026.

2. CONTINUED BENEFITS

All of the hard-won benefits in the current contract are protected, including: the annual five-percent (5%) increase to all wage-related items, the annual increases to minimum toke rates for Dealers and Slot Attendants, premium rate for Dealers working as supervisors, the pension plan, and job security protections.

3. SEVERANCE BANK

Effective April 1, 2023, your severance bank will be refilled back to your date of hire, even if you received severance or bridge payments during the pandemic.

4. TRAINING AND INCENTIVES FOR EXTRA GAMES

The hourly increase for Dealers who are trained for additional games (i.e., Blackjack, Baccarat, Mini-Baccarat, Roulette, Craps, and Poker Room Poker) will increase to one dollar (\$1.00) per hour for each game and thereafter by 5% each year.

5. STRONGER ARBITRATION RIGHTS

Because arbitration decisions are not self-enforcing, if an employer fails to comply with an arbitrator's award, then the Union must pursue costly legal proceedings in court.

This new provision requires the employer to pay the Union's attorney fees and related costs in the event they fail to comply with an arbitrator's decision and the court rules in favor of the Union. This both disincentivizes the employer from refusing to comply with the arbitrator's award and saves the Union time and money.

6. SUCCESSOR GRIWA NEGOTIATIONS

If the Union wins any additional terms or benefits in the new GRIWA, which we are currently negotiating, the Casino will be bound to those provisions too, if they are not otherwise modified by your contract.

Note: This is just a summary. Refer to the Memorandum of Agreement for your contractual rights.

MEMORANDUM OF AGREEMENT

AGREEMENT made this ____ day of March 2023, by and among Empire Resorts, Inc., d/b/a Resorts World Catskills, on its own behalf and on behalf of each of the current and future owner(s), operator(s), and manager(s), and on behalf of any of their respective affiliated or related entities, as well as their successors or assigns (collectively, “Employer”) and the Hotel & Gaming Trades Council, AFL-CIO (“Union”).

WHEREAS, the Union and Employer are bound to the Greater Regional Industry Wide Agreement covering the hotel and casino, as supplemented by a March 4, 2020 Memorandum of Agreement (“2020 MOU”) through March 31, 2023 (collectively, “Current GRIWA”); and

WHEREAS, the parties have negotiated an extension to the Current GRIWA pursuant to paragraph 1 of the Miscellaneous Rider in the 2020 MOU on the terms set forth herein (“Extension Agreement”).

NOW THEREFORE, IT IS AGREED:

1. The Employer agrees to adopt and be bound by all of the provisions, both economic and non-economic in nature, of the GRIWA and any amendments thereto and agrees to adopt and be bound by any renewal or successor to the Current GRIWA, which renewal or successor agreement and any amendments thereto (“Successor GRIWA”) will be negotiated between the Hotel Association and the Union, as supplemented and/or modified by this Agreement and the attached Riders, (collectively, “Agreement”) (the Current and Successor GRIWA shall be referred to collectively as “GRIWA”), except as expressly provided for in this Agreement.
2. In accordance with Article 2 of the GRIWA, 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.
3. Duration: Except as otherwise provided herein, and notwithstanding anything to the contrary in the Successor GRIWA, this Agreement shall be effective through March 31, 2026. The parties shall meet to negotiate a successor agreement at the expiration of this Agreement and, failing agreement, submit the issue to the Impartial Chairperson for interest arbitration. 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.
4. This Agreement and the attached Riders are subject to ratification by the Union.
5. Any and all disputes between the parties or regarding the interpretation or application of this Agreement shall be subject exclusively to the grievance and arbitration provisions of the GRIWA, incorporated herein in their entirety by reference.

UNION

Richard Maroko
President
Authorized to Sign

EMPLOYER

By:
Title:
Authorized to Sign

WAGE RIDER

AGREEMENT dated this _____ day of March 2023, by and between Resorts World Catskills (“Employer”) and the Hotel and Gaming Trades Council, AFL-CIO (“Union”);

WHEREAS, the Employer and the Union are bound to the Greater Regional Industry Wide Agreement (“GRIWA”); and

WHEREAS, the parties have discussed supplementing the GRIWA as it relates to certain terms of the Employer’s operations.

NOW, THEREFORE, IT IS AGREED:

1. Minimum Wages: The wage scale set forth in “Schedule A”, attached hereto, shall be the minimum base hourly rates of pay for all employees covered by this Agreement, subject to GRIWA Article 3(B) and Paragraph 2 hereof.
2. Wage Increases: Notwithstanding GRIWA Article 3(C)(1), actual hourly wage rates and Schedule A minimum rates shall be increased as follows:

	Non-Tipped Employees	Tipped Employees
Effective and retroactive to October 1, 2022	\$3.00	\$1.50
April 1, 2023	\$1.50	\$0.75
April 1, 2024	\$1.50	\$0.75
April 1, 2025	\$1.50	\$0.75

3. Cost-of-Living Adjustment: Notwithstanding the foregoing, commencing calendar year 2023, for any calendar year in which the twelve-month percent change to the Consumer Price Index for the Northeast region as published by the U.S. Bureau of Labor Statistics (“CPI”) exceeds fifteen percent (15%) (representing one percentage point above the average annual percentage increase provided for over the three year extension in this Agreement (inclusive of the October wage increase)), effective the next scheduled annual increase, the hourly wage and minimum wage rates will be adjusted as follows:
 - a. An additional fifty cents (\$0.50) per hour for non-tipped and twenty-five cents (\$0.25) per hour for tipped employees if the twelve-month percent change to CPI exceeds fifteen percent (15%) by five (5) percentage points or less; or
 - b. An additional one-dollar (\$1.00) per hour for non-tipped and fifty cents (\$0.50) per hour for tipped employees if the twelve-month percent change to CPI exceeds fifteen percent (15%) by over five (5) percentage points.
4. Wage-Related Items: All supplemental or extra pay items shall be increased by five percent (5%) on April 1 each year pursuant to GRIWA Article 3(C)(4) commencing April 1, 2023.

5. Signing Bonus: Each employee on the Employer's payroll upon ratification of this Agreement shall receive a one-time lump sum payment of three thousand dollars (\$3,000.00) within seventy-five (75) days following ratification of this Agreement.
6. Any and all disputes between the parties or regarding the interpretation or application of this Rider shall be subject exclusively to the grievance and arbitration provisions of the GRIWA, incorporated herein in their entirety by reference.

UNION

EMPLOYER

Richard Maroko
President
Authorized to Sign

By:
Title:
Authorized to Sign

SCHEDULE A

Classification	Retroactive to 10/1/22	4/1/23	4/1/24	4/1/25
Attendant/Server 24 Hour Café*	\$12.30	\$13.05	\$13.80	\$14.55
Attendant/Server Asian FD*	\$12.30	\$13.05	\$13.80	\$14.55
Attendant Bell/Door	\$19.60	\$21.10	\$22.60	\$24.10
Attendant EVS	\$21.10	\$22.60	\$24.10	\$25.60
Attendant Guest Room	\$21.10	\$22.60	\$24.10	\$25.60
Attendant/Server Sports Bar*	\$12.30	\$13.05	\$13.80	\$14.55
Attendant/Server Steakhouse*	\$12.30	\$13.05	\$13.80	\$14.55
Attendant Wardrobe	\$23.10	\$24.60	\$26.10	\$27.60
Audit Revenue Clerk	\$23.10	\$24.60	\$26.10	\$27.60
Barback*	\$12.30	\$13.05	\$13.80	\$14.55
Bartender 24 Café*	\$13.55	\$14.30	\$15.05	\$15.80
Bartender 360*	\$13.55	\$14.30	\$15.05	\$15.80
Bartender Asian Dining*	\$13.55	\$14.30	\$15.05	\$15.80
Bartender Casino	\$21.65	\$23.15	\$24.65	\$26.15
Bartender Empire Lounge*	\$13.55	\$14.30	\$15.05	\$15.80
Bartender Sports Bar*	\$13.55	\$14.30	\$15.05	\$15.80
Bartender Steakhouse*	\$13.55	\$14.30	\$15.05	\$15.80
Bartender VIP*	\$13.55	\$14.30	\$15.05	\$15.80
Beverage Server Casino*	\$12.30	\$13.05	\$13.80	\$14.55
Buyer	\$30.10	\$31.60	\$33.10	\$34.60
Cashier Cage	\$22.10	\$23.60	\$25.10	\$26.60
Cashier Food Court	\$22.10	\$23.60	\$25.10	\$26.60
Clerk Count Room	\$23.10	\$24.60	\$26.10	\$27.60
Clerk Warehouse	\$23.10	\$24.60	\$26.10	\$27.60
Coat Check Attendants*	\$15.05	\$15.80	\$16.55	\$17.30
Concierge	\$22.10	\$23.60	\$25.10	\$26.60
Cook	\$22.10	\$23.60	\$25.10	\$26.60
Cook Food Court	\$22.10	\$23.60	\$25.10	\$26.60
Cook I 24 Café	\$22.10	\$23.60	\$25.10	\$26.60
Cook I EDR	\$22.10	\$23.60	\$25.10	\$26.60
Cook I Steakhouse	\$22.10	\$23.60	\$25.10	\$26.60
Cook I Asian Market	\$22.10	\$23.60	\$25.10	\$26.60

Classification	Retroactive to 10/1/22	4/1/23	4/1/24	4/1/25
Cook Specialty Asian	\$25.10	\$26.60	\$28.10	\$29.60
Cook I Sports Bar	\$22.10	\$23.60	\$25.10	\$26.60
Dealer I*	\$12.30	\$13.05	\$13.80	\$14.55
Dealer II*	\$12.80	\$13.55	\$14.30	\$15.05
Dealer III*	\$13.30	\$14.05	\$14.80	\$15.55
Dealer/Dual	\$37.10	\$38.60	\$40.10	\$41.60
Dealer Poker*	\$12.30	\$13.05	\$13.80	\$14.55
Dealer Poker/Dual	\$37.10	\$38.60	\$40.10	\$41.60
F&B Attendant*	\$15.05	\$15.80	\$16.55	\$17.30
F&B Barback*	\$12.30	\$13.05	\$13.80	\$14.55
F&B Bartender*	\$13.55	\$14.30	\$15.05	\$15.80
F&B Beverage Server*	\$12.30	\$13.05	\$13.80	\$14.55
F&B Bevertainer	\$21.65	\$23.15	\$24.65	\$26.15
F&B Cook I	\$22.10	\$23.60	\$25.10	\$26.60
F&B Cook II	\$24.10	\$25.60	\$27.10	\$28.60
F&B Food Runner*	\$15.05	\$15.80	\$16.55	\$17.30
F&B Host/Hostess	\$22.10	\$23.60	\$25.10	\$26.60
F&B Restaurant Server*	\$12.30	\$13.05	\$13.80	\$14.55
F&B IRD Server*	\$12.30	\$13.05	\$13.80	\$14.55
F&B Reservationist	\$22.10	\$23.60	\$25.10	\$26.60
Food Runner Asian Dining*	\$15.05	\$15.80	\$16.55	\$17.30
Food Runner Steakhouse*	\$15.05	\$15.80	\$16.55	\$17.30
Food Runner Asian Mkt*	\$15.05	\$15.80	\$16.55	\$17.30
Food Runner Main Kitchen*	\$15.05	\$15.80	\$16.55	\$17.30
Guest Service Agent	\$22.10	\$23.60	\$25.10	\$26.60
Host/Hostess 24 Café	\$22.10	\$23.60	\$25.10	\$26.60
Host/Hostess Asian Dining	\$22.10	\$23.60	\$25.10	\$26.60
Host/Hostess Asian Mkt	\$22.10	\$23.60	\$25.10	\$26.60
Host/Hostess Sports Bar	\$22.10	\$23.60	\$25.10	\$26.60
Host/Hostess Steakhouse	\$22.10	\$23.60	\$25.10	\$26.60
Houseperson	\$21.10	\$22.60	\$24.10	\$25.60
IT Tech	\$27.10	\$28.60	\$30.10	\$31.60
IT Tech Lead	\$31.10	\$32.60	\$34.10	\$35.60
Kitchen Steward	\$21.10	\$22.60	\$24.10	\$25.60

Classification	Retroactive to 10/1/22	4/1/23	4/1/24	4/1/25
Line Server Asian Market	\$25.10	\$26.60	\$28.10	\$29.60
Line Server	\$25.10	\$26.60	\$28.10	\$29.60
Main Banker Cashier	\$23.10	\$24.60	\$26.10	\$27.60
Mechanic I	\$25.60	\$27.10	\$28.60	\$30.10
Mechanic II	\$29.60	\$31.10	\$32.60	\$34.10
Mechanic III	\$37.60	\$39.10	\$40.60	\$42.10
Night Auditor Front Desk	\$23.10	\$24.60	\$26.10	\$27.60
Receiving Attendant	\$22.10	\$23.60	\$25.10	\$26.60
Rep Central Res	\$22.10	\$23.60	\$25.10	\$26.60
Rep Players Club/Bus Mktg	\$23.10	\$24.60	\$26.10	\$27.60
Seamstress/Tailor	\$23.60	\$25.10	\$26.60	\$28.10
Security Officer	\$23.10	\$24.60	\$26.10	\$27.60
Security Officer/EMT	\$29.10	\$30.60	\$32.10	\$33.60
Slot Attendant	\$21.10	\$22.60	\$24.10	\$25.60
Slot Technician I	\$33.35	\$34.85	\$36.35	\$37.85
Slot Technician II	\$35.35	\$36.85	\$38.35	\$39.85
Slot Technician III	\$37.35	\$38.85	\$40.35	\$41.85
Valet Attendant	\$21.10	\$22.60	\$24.10	\$25.60

** Tipped Classification*

HEALTH INSURANCE RIDER

AGREEMENT dated this _____ day of March 2023, by and between Resorts World Catskills (“Employer”) and the Hotel and Gaming Trades Council, AFL-CIO (“Union”);

WHEREAS, the Employer and the Union are bound to the Greater Regional Industry Wide Agreement (“GRIWA”); and

WHEREAS, the parties have discussed supplementing the GRIWA as it relates to certain terms of the Employer’s operations.

NOW, THEREFORE, IT IS AGREED:

1. Employees who currently participate in the Employer-sponsored health insurance plans (inclusive of dental/vision) which are available to non-bargaining unit employees may continue to do so, which shall remain substantially equivalent to the plan currently offered to employees (“Employer Plans”). Effective the first of the month following ratification of this Agreement, employee contribution rates to the Employer Plans will be no more than the following:
 - \$1.00/month for individual coverage
 - \$5.00/month for spouse or child(ren)
 - \$15.00/month for family
2. Effective the first of the month following ratification of this Agreement, Employees who work or are compensated for an average of twenty-two (22) hours per week shall be eligible for Employer-sponsored health insurance.
3. Effective March 1, 2026, then current and otherwise eligible Employees shall be entitled to elect, either the then applicable Employer Plan, or the UNITE HERE Health Greater Regional Plan (“Industry Plan”) pursuant to GRIWA Article 5(A). Employees hired on or after March 1, 2026, or current employees who do not participate in the Employer plan on March 1, 2026, shall participate solely in the Industry Plan pursuant to GRIWA Article 5(A).
4. Health Reimbursement Arrangement (“HRA”):
 - a. Effective the first of the month following ratification of this Agreement, Employees who participate in the Employer-sponsored health care plans shall be entitled to the HRA benefits pursuant to GRIWA Article 5(C), except the amount contributed to the HRA shall be five hundred dollars (\$500.00) per year for employee only coverage, and one thousand dollars (\$1,000.00) per year for all other levels of coverage.

- b. Effective March 1, 2026, Employees who participate in the Industry Plan shall be entitled to GRIWA Article 5(C) HRA benefits pursuant to Article 5(C).
5. Any and all disputes between the parties or regarding the interpretation or application of this Rider shall be subject exclusively to the grievance and arbitration provisions of the GRIWA, incorporated herein in their entirety by reference.

UNION

EMPLOYER

Richard Maroko
President
Authorized to Sign

By:
Title:
Authorized to Sign

PENSION RIDER

AGREEMENT dated this _____ day of March 2023, by and between Resorts World Catskills (“Employer”) and the Hotel and Gaming Trades Council, AFL-CIO (“Union”);

WHEREAS, the Employer and the Union are bound to the Greater Regional Industry Wide Agreement (“GRIWA”); and

WHEREAS, the parties have discussed supplementing the GRIWA as it relates to certain terms of the Employer’s operations.

NOW, THEREFORE, IT IS AGREED:

1. GRIWA Article 6 shall apply. Employees shall continue to be eligible to participate in an Employer sponsored 401(k) plan with a match of no less than fifty cents (\$0.50) for each one-dollar (\$1.00) invested up to six percent (6%). The cost of plan administration shall be borne by the Employer.
2. Any and all disputes between the parties or regarding the interpretation or application of this Rider shall be subject exclusively to the grievance and arbitration provisions of the GRIWA, incorporated herein in their entirety by reference.

UNION

EMPLOYER

 Richard Maroko
 President
 Authorized to Sign

 By:
 Title:
 Authorized to Sign

MISCELLANEOUS RIDER

AGREEMENT dated this _____ day of March 2023, by and between Resorts World Catskills (“Employer”) and the Hotel and Gaming Trades Council, AFL-CIO (“Union”);

WHEREAS, the Employer and the Union are bound to the Greater Regional Industry Wide Agreement (“GRIWA”); and

WHEREAS, the parties have discussed supplementing the GRIWA as it relates to certain terms of the Employer’s operations.

NOW, THEREFORE, IT IS AGREED:

1. Breaks and Meal Periods:

- a. Notwithstanding anything to the contrary in GRIWA Article 9(B), meal periods for all employees shall remain one-half (1/2) hour instead of one (1) hour and there shall be two (2) fifteen (15) minute paid breaks per shift.
- b. Dealers will continue to work eighty (80) minutes on and twenty (20) minutes off throughout their shift, except that the second break of each shift shall be thirty (30) minutes off, all of which shall be paid time. Notwithstanding the foregoing, the current practice for Poker Dealers during a tournament shall continue (i.e. depending on the number of tables in play, they will usually work three (3) “downs” then take their break).

2. Vacations:

GRIWA Article 15(A) shall be as follows:

One (1) year but less than five (5) years	Two (2) weeks
Five (5) years but less than eight (8) years	Three (3) weeks
Eight (8) years but less than fifteen (15) years	Four (4) weeks
Fifteen (15) years or more	Five (5) weeks

- 3. Credit Cards: On all charge account bills or checks accepted by the Employer and on which there is indicated or endorsed by the patron a tip or gratuity for the employee, such tip or gratuity shall be promptly paid to the employee by the Employer after acceptance of the receipt, bill or check by the Employer. No deduction shall be made from the employee for administrative charges.
- 4. Licenses and Extra Duties: The parties will negotiate regarding extra pay for additional licenses and/or duties, including, but not limited to, key copying, HVAC duties, and electrician certification.

5. Parking: The Employer shall provide all employees with a designated parking area at no cost to the employee.
6. Uniforms:
 - a. Notwithstanding GRIWA Article 48, employees may be required to launder wash and wear uniforms so long as each employee is provided the same number of sets as days they regularly work.
 - b. Employees who work outside shall be provided with appropriate clothing, including, but not limited to a coat, hat, gloves, and boots.
7. VIP Requests: The parties will also agree to discuss how to accommodate VIP requests for specific service personnel.
8. Industry Standards: The Employer may set reasonable rules, standards and policies not inconsistent with this Agreement or the GRIWA, which shall be subject to challenge by the Union through the grievance and arbitration process set forth in the GRIWA and this Agreement. The parties shall negotiate reasonable quotas and duties consistent with industry standard and, failing agreement, submit the matter to arbitration.
9. Holidays: Effective 2023, GRIWA Article 16(A)(1) shall include Juneteenth as a paid holiday.
10. Sick/Personal Days: Effective January 1, 2024, employees shall be entitled to an additional one (1) sick/personal day (for a total of eleven (11) sick/personal days) per calendar year, subject to and in accordance with GRIWA Article 17.
11. Dependent Care Flexible Spending Account (“FSA”): Effective January 1, 2024, Employees shall be eligible to participate in an Employer sponsored FSA. The Employer shall contribute One hundred dollars (\$100) per month on behalf of each participating eligible employee to be used for dependent care for qualified dependents, as defined by § 129 of the Internal Revenue Code (i.e., dependents under the age of thirteen (13) or a dependent or spouse of the employee who is mentally or physically disabled and whom the employee claims as a dependent on their federal income tax return). The cost of plan administration shall be borne by the Employer. An Employer that provides on-site childcare at no cost to Employees shall not be required to make this additional contribution.
12. Additional Severance Pay: Effective April 1, 2023, the Employer shall refill the “severance banks” of all current bargaining unit employees in accordance with GRIWA Article 55 based on each employee’s original date of hire, regardless of any payments received in weekly bridge or lump sum payments heretofore, or such greater amount as may be provided in the Successor GRIWA.

13. Pre-Paid Legal Funds: Effective April 1, 2023, the Employer shall begin participation in and make contributions to the IWA’s Pre-Paid Legal Fund in accordance with the terms of the Industry Wide Agreement (“IWA”) then in effect.

14. Training and Apprenticeship Fund (“Training Fund”):

- a. The Employer shall continue participation in and make contributions to the Training Fund pursuant to GRIWA Article 7.
- b. Upon successful completion of the Training Fund Dealer training program, an individual shall be deemed to have met the minimum qualifications as a table games dealer and will be eligible to apply for open and available table games dealer positions at Resorts World Catskills. However, such participants shall be subject to the Employer’s standard application and pre-employment processes, including an audition, and shall be subject to all licensing requirements imposed by the New York State Gaming Commission.

15. Challenging Decisions of the Arbitrator: The Employer acknowledges that challenging an arbitration decision does not excuse compliance of the same. It is agreed that if either party moves to vacate an arbitration decision, and the decision is subsequently confirmed in whole or in part, the party seeking to challenge the arbitration decision will pay the attorney’s fees and costs of the other party. It is further agreed that if either party moves to confirm an arbitration decision due to the non-moving party’s failure to comply with the same, and the decision is subsequently confirmed, the non-moving party will pay the attorney’s fees and costs of the other party.

16. Any and all disputes between the parties or regarding the interpretation or application of this Rider shall be subject exclusively to the grievance and arbitration provisions of the GRIWA, incorporated herein in their entirety by reference.

UNION

EMPLOYER

Richard Maroko
President
Authorized to Sign

By:
Title:
Authorized to Sign

DEALER RIDER

AGREEMENT dated this _____ day of March 2023, by and between Resorts World Catskills (“Employer”) and the Hotel and Gaming Trades Council, AFL-CIO (“Union”);

WHEREAS, the Employer and the Union are bound to the Greater Regional Industry Wide Agreement (“GRIWA”); and

WHEREAS, the parties have discussed supplementing the GRIWA as it relates to certain terms of the Employer’s operations.

NOW, THEREFORE, IT IS AGREED:

1. Table Games Dealer Toke: All gratuities for Table Games Dealers shall be pooled into a “toke” and paid out in accordance with existing practice.
2. Poker Dealer Toke: All gratuities for Poker Dealers for Tournaments shall be pooled into a “toke” and paid out in accordance with existing practice. The current practice for all gratuities for Poker Dealers for Cash Games shall continue unchanged.
3. Minimum Toke Rate: The minimum “toke rate” for all Dealers shall be no less than Sixteen Dollars and Ten Cents (\$16.10) per hour, subject to annual non-tipped increases commencing April 1, 2023.
4. Training and Incentives for Additional Games: All Dealers shall be paid an additional One Dollar (\$1.00) per hour for each additional game (Blackjack, Baccarat, Mini-Baccarat, Roulette, Craps, and Poker Room Poker), not including carnival games. Voluntary training shall be offered at least two (2) times per year and shall be paid time.
5. Early Outs / Leave Early: The current practice of Early Outs for all Table Games Dealers shall continue. Likewise, the current practice of Early Outs for all Poker Dealers shall continue.
6. For any shift in which a Table Games Dealer or Poker Dealer works as a supervisor, they shall be paid Thirty-Seven Dollars and Ten Cents (\$37.10) per hour, subject to annual non-tipped increases commencing April 1, 2023.
7. Any and all disputes between the parties or regarding the interpretation or application of this Rider shall be subject exclusively to the grievance and arbitration provisions of the GRIWA, incorporated herein in their entirety by reference.

UNION

EMPLOYER

Richard Maroko
President
Authorized to Sign

By:
Title:
Authorized to Sign

SLOT ATTENDANT RIDER

AGREEMENT dated this _____ day of March 2023, by and between Resorts World Catskills (“Employer”) and the Hotel and Gaming Trades Council, AFL-CIO (“Union”);

WHEREAS, the Employer and the Union are bound to the Greater Regional Industry Wide Agreement (“GRIWA”); and

WHEREAS, the parties have discussed supplementing the GRIWA as it relates to certain terms of the Employer’s operations.

NOW, THEREFORE, IT IS AGREED:

1. Toke: All gratuities for Slot Attendants shall be pooled into a “toke” and paid out in accordance with existing practice.
2. Minimum Toke Rate: The minimum “toke rate” shall be no less than Fifteen Dollars and Ten Cents (\$15.10) per hour, subject to annual non-tipped increases commencing April 1, 2023.
3. Early Outs / Leave Early: The current practice of Early Outs for Slot Attendants shall continue.
4. Any and all disputes between the parties or regarding the interpretation or application of this Rider shall be subject exclusively to the grievance and arbitration provisions of the GRIWA, incorporated herein in their entirety by reference.

UNION

EMPLOYER

 Richard Maroko
 President
 Authorized to Sign

 By:
 Title:
 Authorized to Sign

FOOD AND BEVERAGE RIDER

AGREEMENT dated this _____ day of March 2023, by and between Resorts World Catskills (“Employer”) and the Hotel and Gaming Trades Council, AFL-CIO (“Union”);

WHEREAS, the Employer and the Union are bound to the Greater Regional Industry Wide Agreement (“GRIWA”); and

WHEREAS, the parties have discussed supplementing the GRIWA as it relates to certain terms of the Employer’s operations.

NOW, THEREFORE, IT IS AGREED:

1. Automatic Gratuity:
 - a. Cash gratuities shall be paid in full on the day they are earned.
 - b. Gratuities: Employees shall be paid cash gratuities in full on the day they are earned. An automatic gratuity of twenty percent (20%) shall be added to each guest bill; in-room dining; 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 beverages served on the gaming floor.
 - c. The parties shall negotiate a room service amenity delivery fee and, failing agreement, shall submit same to arbitration.
2. Any and all disputes between the parties or regarding the interpretation or application of this Rider shall be subject exclusively to the grievance and arbitration provisions of the GRIWA, incorporated herein in their entirety by reference.

UNION

EMPLOYER

Richard Maroko
President
Authorized to Sign

By:
Title:
Authorized to Sign

BANQUET RIDER

AGREEMENT dated this _____ day of March 2023, by and between Resorts World Catskills (“Employer”) and the Hotel and Gaming Trades Council, AFL-CIO (“Union”);

WHEREAS, the Employer and the Union are bound to the Greater Regional Industry Wide Agreement (“GRIWA”); and

WHEREAS, the parties have discussed supplementing the GRIWA as it relates to certain terms of the Employer’s operations.

NOW, THEREFORE, IT IS AGREED:

1. **Gratuity:** A minimum gratuity of twenty percent (20%) on one hundred percent (100%) of total banquet revenue (exclusive of taxes and pass-through charges for sundries which are not marked up by the Employer) shall be paid to tipped Banquet Servers and Banquet Bartenders working said functions.
2. **Staffing Ratios:** The parties shall negotiate reasonable staffing ratios and other additional terms, and, failing agreement, shall submit same to arbitration.
3. Any and all disputes between the parties or regarding the interpretation or application of this Rider shall be subject exclusively to the grievance and arbitration provisions of the GRIWA, incorporated herein in their entirety by reference.

UNION

EMPLOYER

 Richard Maroko
 President
 Authorized to Sign

 By:
 Title:
 Authorized to Sign

