



AGREEMENT

between

NORTHFIELD PARK ASSOCIATES, LLC
d/b/a MGM NORTHFIELD PARK

and

LOCAL 24, UNITE HERE

EFFECTIVE

April 14, 2021 through November 26, 2023

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**ARTICLE 1
PREAMBLE**

THIS AGREEMENT ("Agreement") is by and between NORTHFIELD PARK ASSOCIATES, LLC d/b/a MGM Northfield Park (the "Employer" or "Company"), a limited liability company, operator of Northfield Park, a gaming and entertainment facility located at 10777 Northfield Road, Northfield, Ohio 44067, and UNITE HERE LOCAL 24, (the "Union") (collectively, the "Parties"), the labor organization the Employer has recognized as the exclusive bargaining representative of Team Members holding job classifications in the bargaining unit set forth herein.

**ARTICLE 2
UNION RECOGNITION**

Section 2.01 – Recognition. The Employer recognizes the Union as the exclusive collective bargaining representative of the Employer's Team Members employed at its racino operations at MGM Northfield Park. The Employer and the Union agree that all regular full-time and regular part-time food and beverage employees including, servers, bussers, bartenders, cooks, kitchen stewards are properly within the bargaining unit as listed in Exhibit A. Any classification established by the Employer not listed in Exhibit A, where the preponderance of the duties of the Team Member are covered by this Agreement, shall be a part of this agreement and the parties shall negotiate an appropriate wage rate. If the parties are unable to reach agreement on an appropriate wage rate within sixty (60) days of the Employer's written notice to the Union of its intent to establish a new position, the parties agree to jointly submit the dispute to the Federal mediation Conciliation Service (FMCS) for binding mediation. The mediation will be scheduled as expeditiously as practicable. If there are any costs associated with the mediation, such costs will be shared equally by the parties.

Section 2.02 – Scope and Exclusions. The term "bargaining unit" defined above refers to Team Members employed at MGM Northfield Park at its Northfield Park, Ohio racino facility located 10777 Northfield Road, Northfield, Ohio 44067. The parties specifically agree that nothing in Section 2.01 above shall be construed to extend recognition to:

- Persons working at MGM Northfield Park's facility employed in classifications that are not listed in Exhibit A;
- Persons that are already a part of a recognized bargaining unit at the racino (including, but not limited to, restaurant hosts and dining room cashiers);
- Supervisors and guards as defined in the National Labor Relations Act; and
- Temporary Team Members in any bona fide internship program through an accredited institution. The Employer will notify the Union of internships and educational programs involving bargaining unit functions. No Team Member shall have any reduction in hours because of such programs.

Section 2.03 – Supervisors and non-bargaining unit Team Members may occasionally perform bargaining unit work as is reasonably connected with or incidental to the proper and orderly conduct of the Employer's business.

**ARTICLE 3
GUEST SERVICE COMMITMENT**

Section 3.01 – Guest Service Commitment and S.H.O.W. The Parties to this Agreement recognize that providing a world class guest service experience is the primary goal of both the Employer and the employees. The Employer, Union and Team Members will strive to anticipate and meet guest needs and to deliver the highest quality guest service experience possible. Team Members are expected to deliver quality guest services and will work together with management to address guest service issues to maximize the guest service experience.

Section 3.02 – The Parties further agree and acknowledge that the Employer has trained incumbent Team Members and will train future employees on the expectations of and how to provide premiere guest service (which training is currently referred to as S.H.O.W. training) and that Team Members are required to provide guest service to internal and external guests in accordance with the standards set by the Company. Team Members who demonstrate a consistent refusal or unwillingness to comply with established service standards are subject to discipline in accordance with the provisions of Article 6 of the Agreement. Such disciplinary actions may be based upon such things as: observations of a Team Member's behavior or conduct by managers, review of surveillance recordings, reports or complaints from co-workers, and/or written or verbal guest complaints. Discipline administered under this Article is subject to the grievance and arbitration provisions of the Agreement.

ARTICLE 4 UNION SECURITY

Section 4.01 – Union Shop. Subject to the provisions of the Labor Management Relations Act, 1947, as amended, it shall be a condition of their employment that all Team Members covered by this Agreement who are members of the union, in good standing on the date of execution of this Agreement shall remain members in good standing during the period of their employment; and those who are not members of the Union, on the date of execution of this Agreement shall, on the 30th day following execution of this Agreement, become and remain members of the Union. It shall also be a condition of employment hereunder that all Team Members covered by this Agreement shall, on or after the 30th day following the Team Member's first employment by the Employer in classifications covered herein, become and remain members of the Union, throughout the period of their employment with the Employer.

Section 4.02 – Indemnification. The Union will indemnify and save the Employer harmless against any and all claims, demands or other forms of liability, which may arise out of, or by reason of, any action taken or not taken by the Employer, at the request of the Union, in accordance with the provisions of this Article.

Section 4.03 – Enforcement Mechanism. Within fifteen (15) days after receipt of written notice from the Union that any Team Member covered by this Agreement has failed, pursuant to the terms of this Article, to tender payment of the periodic dues and initiation fees uniformly required as a condition of acquiring membership in the Union, the Employer will terminate such employee.

ARTICLE 5 DUES CHECKOFF

Section 5.01 – The Employer, during the term of the Agreement, agrees to deduct each month Union membership dues and initiation fees from the pay of those Team Members who have voluntarily authorized such deductions in writing as provided in Section 5.04. Such membership dues shall be limited to amounts properly levied by the Union.

Section 5.02 – The agreed upon dues check off authorization form ("Authorization") is attached as Exhibit B.

Section 5.03 – Deductions shall be made only in accordance with the provisions of said Authorization and this Article.

Section 5.04 – The original or a facsimile of a properly executed form for each Team Member for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization which have

been properly executed and are in effect. Any Authorization which is incomplete or in error will be returned to the Union by the Employer.

Section 5.05 – The Employer shall provide the Team Member with the Authorization at the time the Employee is hired. Questions from Team Members about the Authorization may be directed to the Union. The Employer shall provide to the Union, on a monthly basis, an appropriate list of all Team Members hired, transferred or promoted into the Union’s jurisdiction. Check-off deductions under all properly executed forms which have been delivered to the Employer on or before the fifteenth (15th) day of any particular month thereafter shall begin with the following calendar month.

Section 5.06 – Deductions shall be made from the pay received from the first paycheck of each month.

Section 5.07 – The Employer agrees to make deductions as otherwise provided in this Article in the case of Team Members who have returned to work after authorized leave of absence, and upon receiving notice from the Union of a Team Member’s past dues arrearage.

Section 5.08 – The Employer shall remit each month to the designated financial officer of the Union the amount of deductions made for that particular month, together with a list of Team Members and their social security numbers, for whom such deductions have been made. The information shall be in computer readable electronic form, in an agreed-upon format. The remittance shall be forwarded to the above-designated financial officer not later than the fifteenth (15th) day of the month for which deductions were made.

Section 5.09 – Any Team Member whose seniority is broken by death, quit, discharge or layoff, or who is transferred to a position outside the scope of the bargaining unit, shall cease to be subject to check-off deductions beginning with the month immediately following that in which such death, quit, discharge, layoff, or transfer occurred.

Section 5.10 – The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon the Authorization.

ARTICLE 6 UNION REPRESENTATIVES

Section 6.01 – Union Representatives. Upon prior notification, up to two (2) authorized representatives of the Union, who are not Team Members, will be permitted to visit the Employer’s establishment for the purpose of communicating with Team Members and conducting Union business. Such visits shall not interfere with the conduct of the Employer’s business, or with the performance of work by Team Members during their working hours. Representatives will not be allowed access to areas prohibited by racing and/or gaming statutes, rules or regulations and access to other bargaining unit work areas of the facility will be permitted upon twenty-four (24) hours notification to the Employer.

Section 6.02 – Shop Stewards.

A. The Union may select Union Stewards (“Stewards”) from among the Team Members. The Union is responsible for notifying the Employer, in writing, as to the names of the Stewards and keeping the Employer apprised of any changes to such list or the Stewards’ responsibilities. Stewards may act as Union Representatives, assist Union Representatives in grievance proceedings, and engage in discussions with the Employers’ designated representatives for

matters of representation and enforcement of this Agreement. Except as set forth in this Agreement, Stewards shall perform all Union duties during non-working time (i.e., outside working hours or during designated lunch and break periods). Stewards shall be permitted access to the Employer's premises during their off-duty hours for the performance of their representation duties upon giving notification to the Employer.

B. The Union agrees and acknowledges that the Union shall have responsibility for any and all actions undertaken by a Steward as its authorized agent. The Employer may consider that all matters communicated in writing to the Stewards and copied to the Union representative pertaining to representation of bargaining unit Team Members as having been communicated to the Union.

C. The Employer will allow stewards up to thirty (30) minutes during normal working hours without loss of pay to perform their representative functions related to Employer investigatory and disciplinary meetings. A Steward may continue to participate in an investigatory or disciplinary meeting in a paid status if the meeting exceeds thirty (30) minutes. A Steward attending an investigatory or disciplinary meeting must notify his or her supervisor of the time and date on which the meeting is scheduled in advance of the meeting, if known, and shall notify his or her supervisor prior to leaving work to participate in such meeting. A Steward's attendance at an investigatory or disciplinary meeting shall not unduly disrupt Employer operations.

D. A Steward is not authorized to halt any work or otherwise interfere with work progress.

E. Nothing in the foregoing paragraphs is intended to preclude a Steward from bringing an alleged violation of this Agreement to a supervisor's attention prior to the alleged violation occurring, or as the alleged violation is occurring, or as the alleged violation occurs.

F. Stewards shall be subject to the same direction and control as other Team Members and shall be entitled to no preference as to any term or condition of employment on account of their position as Steward.

G. Stewards shall be excused from work without pay to attend on-site Union meetings with bargaining unit members with at least 12-hours advance notice to and the approval of his or her supervisor. Supervisors shall not unreasonably deny permission for a Steward to attend a Union meeting.

ARTICLE 7 POSTING OF NOTICES

Section 7.01 – The Employer will provide a locked, glass-encased bulletin board for the use of the Union. The bulletin board is to be confined to the posting of official Union business to include the following:

- A. Notice of Union recreational events and social affairs;
 - B. Notice of Union elections, appointments, including Shop Stewards, and results of Union elections; and
 - C. Notice of Union meetings and communications to bargaining unit members from the Union.
- Other items which the Union may wish to post shall be first cleared by the Employer.

Section 7.02 – The Union agrees not to post notices that defame the Employer or any of its management or supervisory personnel.

Section 7.03 – All Union notices which appear on the Union bulletin board shall be posted and removed by the Union staff representative or his/her designee. Keys to the bulletin board are to be held by the Human Resources Manager and the Union staff representative, or their designees.

ARTICLE 8 MANAGEMENT RIGHTS

Section 8.01 – Except to the extent expressly limited by a specific provision of this Agreement, the Employer reserves to its sole and exclusive judgment and discretion, all rights to manage its operations, among which, but by no means wholly inclusive of, are the right to unilaterally decide and implement decisions to:

- (1) Determine matters of policy, including, but not limited to the Employer's:
 - (a) functions and programs;
 - (b) production and performance standards;
 - (c) services performed and products produced;
 - (d) budget;
 - (e) development, implementation and enforcement of policies;
 - (f) organizational structure and management;
 - (g) location of operations; and
 - (h) exercise of functions it is authorized to perform under law.
- (2) Direct, supervise, promote, evaluate, determine the qualification of and/or hire Team Members;
- (3) Maintain and improve the efficiency and effectiveness of operations;
- (4) Determine the specific methods, technologies, processes, means, entities, locations at which and/or personnel by which its operations are conducted;
- (5) Suspend, discipline, demote or discharge for just cause;
- (6) Layoff, abolish, establish, change or combine job positions;
- (7) Transfer, assign, schedule, promote or retain Team Members;
- (8) Determine the number of employees, the existence of vacancies in the workforce, the composition of the workforce and the numbers and types of job classifications and departments;
- (9) Determine policies affecting the hiring, selection, retention, assignment, suspension, layoff, recall, training, and promotion of Team Members;
- (10) Establish, enforce, amend and rescind reasonable rules, regulations, policies and practices for the management of the workforce;
- (11) Subcontract bargaining unit work pursuant to Article 41;
- (12) Determine Team Member schedules, including, but not limited to, starting and stopping times, and the number of hours and shifts to be worked;
- (13) Determine, implement, change and enforce standards for the quality and quantity of work performed by its Team Members;
- (14) Ensure Team Member fitness to perform essential job functions;
- (15) Determine the scope of its activities, the products to be processed, acquired or manufactured, the services to be rendered and the methods, machinery, equipment layout and locations pertaining thereto;
- (16) Determine the suppliers and customers with whom it will deal;
- (17) Determine the prices at which and terms upon which its materials, equipment, and supplies will be purchased, leased or otherwise acquired and its products and services will

- be sold and/or transferred; and
- (18) Determine the number, size and location of its facilities or businesses or any part thereof will be operated, relocated, shut down, consolidated, sold or otherwise transferred.
 - (19) To make technological changes, or to install or remove any equipment, regardless of whether any of the foregoing or any other such actions cause reductions or transfers in the work force, or whether such action requires an assignment of additional, or fewer, or different duties, or causes the elimination or addition of positions.

Section 8.02 – The Employer is not required to bargain on any subjects -- including, but not limited to, those enumerated above -- reserved to and retained by the Employer under this Agreement. Therefore, the Union agrees that, during the life of this Agreement, the Employer shall have no obligation to bargain collectively with respect to the exercise of any rights expressly reserved to and retained by it herein and/or otherwise not expressly limited by this Agreement.

Section 8.03 – The parties intend that any person or persons (in an arbitral, administrative or judicial proceeding or otherwise) interpreting this Agreement shall do so with particular regard to the intention of the parties to reserve in the sole discretion of the Employer all rights, except to the extent they are specifically and explicitly limited by an express provision of this Agreement.

Section 8.04 – The Employer shall have the right to establish, implement, amend, revoke and enforce reasonable work rules and regulations not inconsistent with this Agreement, to govern any term and condition of employment of the bargaining unit. The Employer shall post and maintain any such rules in such places within its establishment or the Employer's intranet platform MY MGM and/or Workday, so that all Team Members affected thereby may have an opportunity to become familiar with them.

Section 8.05 – The Employer shall provide the Union written notice of any material amendment or modification to any existing work rule or regulation, and any proposed new work rule or regulation, no less than fourteen (14) days in advance of its implementation, except in exigent circumstances where such notice may be less. Upon the Union's request, the parties shall meet and discuss same. The Employer may implement the new or modified rules in the event that such discussions have not concluded, and/or issues or objections are unresolved, unless the parties agree to extend the date for implementation. The Union may challenge the new or revised work rule pursuant to the grievance and arbitration provisions of this Agreement on the basis that the work rule is unreasonable. Daily operating adjustments shall not be considered to be a new or additional work rule or regulation. The Union acknowledges that the Employer's work rules currently in effect as of the effective date of this Agreement are "reasonable."

Section 8.06 – The Employer's failure to exercise any right, prerogative or function herein reserved to it or the Employer's exercise of any such right, prerogative or function in a particular way shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 8.07 – Nothing in this Agreement confers upon Team Members in the bargaining unit any right to any particular work or function whether performed currently, in the past or in the future.

Section 8.08 – The Employer shall have the full discretion as to the number, if any, to be employed in the various classifications on any particular day.

**ARTICLE 9
NO DISCRIMINATION – NO HARASSMENT**

Section 9.01 – There shall be no discrimination against any Team Member because of Union membership or non-membership or lawful Union activities; or because of race, color, sex, age, creed, national origin, religion, marital or veteran status, genetic information, family medical history, pregnancy, disability, sexual orientation, or any other classification protected by federal, state or local law, nor will the Employer, the Union, or the Team Members engage in such conduct.

Section 9.02 – The Employer and the Union are committed to maintaining a work environment free from sexual and other prohibited harassment. No one is permitted to harass Team Members, guests, members of the public and/or other persons and such conduct will not be tolerated. As used in this Article “harassment” means any disrespectful or inappropriate conduct that is based on someone’s color, race, creed, religion, sex, pregnancy, age, national origin, marital or veteran status, disability, genetic information, family medical history, sexual orientation or any other classification protected by federal, state or local law.

Section 9.03 – The Employer will investigate all discrimination and harassment complaints and will keep the investigation confidential to the maximum extent allowed by law. If the Employer determines that a Team Member has violated its policies, the Employer may take disciplinary action against the Team Member up to and including termination. The Employer prohibits retaliation of any kind against any Team Member who makes a complaint in good faith about discrimination or harassment, who participates in such an investigation, or who does anything else that is protected by Employer policies.

Section 9.04 – All references to Team Members in this Agreement refer to each gender, and wherever the male gender is use, it shall be construed to refer to Team Members of all genders.

**ARTICLE 10
DEFINITION OF EMPLOYEES**

Section 10.01 – Full-time Team Members are those Team Members who are regularly scheduled to work no less than thirty (30) hours and no more than 40 hours per week. Regular full-time shifts shall be six (6), eight (8), or ten (10) hours in length. Except for the Banquet Department, the Employer shall use its best efforts, to the extent consistent with its business needs, to maximize the number of full time positions available with the goal of creating as many forty (40) hour per week positions as possible. The Employer shall not displace a full time Team Member with a part time Team Member.

Section 10.02 – Part-time Team Members are those Team Members who are regularly scheduled to work less than thirty (30) hours per week. Part-time Team Members may, as business needs demand, be called in to work hours in addition to those hours which are scheduled. Part-time Team Member shifts may vary from day to day or week to week. Part-time shifts may be four (4), six (6), or eight (8) hours in length.

Section 10.03 – Probationary Team Members. New Team Members, or Team Members rehired after a break in service of more than six (6) months will be considered probationary Team Members until completion of ninety (90) calendar days (unless otherwise indicated, all references to “days” in this Article shall refer to “calendar days”) of employment. At the end of probationary period, the Team Member’s seniority date shall date back to his or her most recent date of hire. A probationary Team Member may be separated at the sole discretion of the Employer. Such termination shall not be subject to the Grievance Procedure provided by this Agreement

**ARTICLE 11
BARGAINING UNIT WORK**

Section 11.01 – The Employer may direct Supervisors, Managers and any other persons not covered by this Agreement to perform work otherwise performed by Bargaining Unit Team Members under the following circumstances:

- (a) Training;
- (b) Demonstrations;
- (c) Testing;
- (d) Troubleshooting;
- (e) To maintain requisite quality levels as determined by the Employer;
- (f) To address immediate guest needs which cannot be met by Bargaining Unit Team Members;
- (g) Emergencies or urgent circumstances;
- (h) To address a staffing shortage, provided that no qualified Bargaining Unit member is on layoff, all available and qualified Bargaining Unit Team Members have first been offered the work when practicable, and the work is not being done by a Supervisor, Manager, or non-bargaining unit employee as a substitute for hiring an additional regular bargaining unit employee(s); or
- (i) By mutual agreement with the Union.

**ARTICLE 12
WORKWEEK AND SCHEDULING**

Section 12.01 – Workweek. The normal workweek for full-time Team Members shall range from thirty (30) to forty (40) hours per week, provided, however, that it is expressly understood that this shall not constitute a guarantee of work, or a guarantee of hours, or a guarantee of shift length or start time.

Section 12.02 – Work shifts and schedules shall be established at the sole discretion of the Employer. Team Members may be scheduled to work shifts of four (4), six (6), eight (8), or ten (10) consecutive hours.

Section 12.03 – The Company's workweek shall consist of seven (7) days beginning on Monday at 12:00 a.m. and ending the following Sunday at 11:59 p.m.

Section 12.04 – If the Employer determines that it needs to eliminate an existing occupied shift schedule(s), the Employer will provide the Union with at least fourteen (14) days' written notice of the decision to eliminate such schedule(s) and will, upon request of the Union, meet to discuss which Team Members will be impacted by the elimination of the schedule(s). This notice requirement shall not apply in the event of an emergency beyond the Employer's control.

Section 12.05 – The Employer may change the start time of a Team Member's regular shift by two (2) or fewer hours in its discretion. If such changes are made, the Employer will give the Team Member at least fourteen (14) days advance notice of the change. If the Employer needs to change a Team Member's start time by more than two (2) hours, the Employer will post the modified shift for bid.

Section 12.06 – Shift Bids. The Employer may conduct shift bids if it determines that adjustments in staff are necessary to ensure that business and operational needs are met. Department shift bids will occur only after the Employer provides the Union with notice of its intention to conduct a shift bid and a copy of the same at least fourteen (14) days in advance of the shift bid. Upon the Union's request, the parties shall meet and discuss same, giving thoughtful consideration to one another's positions and concerns. The Employer may conduct the shift bid as scheduled in the event that such discussions have not concluded and/or issues or objections are unresolved. The Employer may conduct shift bids affecting particular job

classifications, in particular departments, outlets, locations, stations or other workplace designations no more frequently than two (2) times during a calendar year unless the parties agree to more frequent shift bids or there is a significant change in business demands, operations, or hours.

Section 12.07 – Each Team Member shall have two assigned days off in each work week, and where practical, these two days shall be consecutive.

Section 12.08 – Team Members will swipe-in at their scheduled start time, and swipe-out, at designated timeclocks in their departments.

Section 12.09 – Schedule Posting. The Employer shall post each week in designated areas, in each department, a work schedule showing the first and last name, classification, as well as days off and starting and finishing times. A separate list containing the house seniority date of each Team Member shall also be posted. Upon request, work schedules shall be available to the Union.

It is exclusively the Team Member's responsibility to check his or her schedule each week. When Team Members not originally scheduled to work during any week are later called to work during that week, their names and classifications shall be added to the posted work schedule not later than the end of the first shift they work.

Schedules shall be posted at least seven (7) days in advance of the first listed work shift, or as currently posted whichever is greater. In the event of an unanticipated change in a posted schedule, the Employer will make every reasonable effort to notify the Employee once it has notice of the required schedule change. A minimum of forty-eight (48) hours' notice will be given to any affected Team Members concerning any change in an already posted schedule. This notice requirement shall not apply to the occurrence of sudden or unforeseen circumstances, closure mandated by government authority, severe storm and weather emergencies, call-outs, to the assignment of overtime, to early outs, or to banquet Team Members.

Section 12.10 – Overtime and Overtime Assignment.

(a) Team Members will be paid at one and one half (1½) times their regular rate of pay for all hours worked in excess of forty (40) hours in one week.

(b) Should the Employer require overtime consecutive with a Team Member's regular shift, the overtime will be offered to the Team Member performing a particular, defined, finite task that is a reasonable assignment to complete in one shift in order to allow the Team Member to complete the task. In all other cases, the overtime shall be offered to employees working on the shift at the time the need for overtime arises, in seniority order beginning with the most senior Team Member in the classification.

(c) In the absence of a sufficient number of volunteers or where senior Team Members decline the offer of overtime, Team Members shall be required to accept overtime work in reverse order of seniority. A Team Member who refuses required overtime ("mandatory") will be subject to progressive disciplinary action. The Team Member must provide proof of such compelling personal reason, if requested by the Employer. However, no Team Member will be required to work mandatory overtime more than two (2) times during any calendar week.

Section 12.11 – Other Conditions.

(a) Early Outs. Team Members shall have the right to take voluntary early outs with the approval of the Employer. Opportunities for early outs shall be distributed equitably. In this regard, an Early Out list shall be posted in each department which Team Members may voluntarily sign at the beginning of their shift. Employer will select among the list of volunteers, based on classification seniority and departmental policy. Team Members who are selected for Early Out are paid only for actual time worked on that day. For the purpose of determining eligibility for benefits, a Team Member who is selected for Early Out pursuant to this paragraph will only have the hours he actually worked count toward his benefits eligibility. Under no circumstance shall a Team Member be granted an Early Out in circumstances where the Team Member's departure will result in overtime payments to another Team Member. Employees who leave work early without the Employer's approval may be subject to disciplinary action and shall be subject to the Company's Attendance Policy.

(b) Involuntary Release. The Employer may request that Team Members leave their shifts early due to lack of business, whereupon Team Members shall be paid a minimum of four (4) hours or actual time worked, whichever is greater. The Employer will first take requests for early outs and then require early outs in reverse order of classification seniority of those Team Members on duty, provided this does not require the Employer to pay overtime. For the purpose of determining eligibility for benefits, a Team Member who is required to leave their shift early pursuant to this paragraph will have all of their scheduled hours for that shift count toward their benefits eligibility.

**ARTICLE 13
REST PERIODS AND MEAL BREAKS**

Section 13.01 – Team Members may take an unpaid meal break and paid breaks in accordance with the following schedule:

Shift Hours	Meal Eligibility	Break and Meal Period
Fewer than 6 hours	Not eligible for meal	One 15-minute break
At least 6 hours but Fewer than 8 hours	One meal	One 30-minute meal period One 15-minute break
At least 8 hours but Fewer than 12 hours	One meal	One 30-minute meal period Two 15-minute breaks
12 hours and over	Two meals	Two 30-minute meal periods One 15-minute break

Break and meal periods may be combined by mutual agreement.

Section 13.02 – Team Members will receive one (1) hot meal per shift worked at a cost of no more than two dollars and fifty cents (\$2.50) per meal. Team Members shall continue to have free and unlimited access to the beverage station during their scheduled shift and meal break.

ARTICLE 14 SENIORITY

Section 14.01 – Probationary Period for New Team Members. New Team Members shall be subject to a probationary period of ninety (90) days following their date of hire. Probationary Team Members shall be subject to discipline and termination by the Employer for any reason, with or without notice, and without recourse to the grievance and arbitration procedures set forth in Articles 19 and 20 herein. Upon completion of the probationary period, seniority shall date back to the Team Member's most recent date of hire.

Section 14.02 – Seniority.

- (a) House Seniority. House Seniority is a Team Member's length of continuous service in years, months and days from the Team Member's most recent date of hire by the Employer.
- (b) Classification Seniority. Classification Seniority is a Team Member's length of continuous service in years, months and days from the Team Member's most recent date of hire or transfer into his or her current job classification. Job classifications are set forth in Exhibit A of this Agreement.
- (c) Corporate Seniority. Corporate Seniority is a Team Member's length of continuous service in years, months and days from the Team Member's first day of hire at any MGM Resorts property. Corporate Seniority shall be used only for calculation of paid time off accrual and eligibility for Company benefits.
- (d) For purposes of this Section, each classification listed in Exhibit A is a separate and distinct classification, except nothing in this Article or the Agreement limits the Employer's right to cross utilize Team Members across job classification where they have been formally approved as dual rated or in the following circumstances: 1) where the Employer has made such assignments in the past, e.g., beverage server to comedy club server; 2) for business reasons but only to the extent such assignment may be made for no more than two (2) consecutive weeks; or 3) in emergency situations.
- (e) For all Team Members, House (and, if appropriate, their Classification) Seniority for those hired on the same day shall be assigned seniority determined by a lottery conducted jointly by the Union and the Employer following ratification of this Agreement. The results of such lottery shall not be subject to change in any future lottery. If employees are hired on the same date following the lottery, a lottery will be conducted to determine seniority date only for those newly hired employees.
- (f) Incumbent Team Members who are transferred into a new classification on the same date shall have their House Seniority as the first tie breaker and, if necessary, a lottery will be conducted as the second tie breaker.

Section 14.03 – Termination of Seniority. A Team Member's continuous service, seniority, and status as an employee of Employer will be broken when:

- (a) The Team Member quits or resigns;
- (b) The Team Member is discharged for just cause;
- (c) The Team Member is absent without just cause exceeding the period of an authorized leave;

- (d) The Team Member is absent due to a layoff for a period equal to his seniority or one (1) year, whichever is a lesser period of time, excluding seasonal layoffs; or

The Team Member accepts a position with the Employer outside the Bargaining Unit.

ARTICLE 15 PROMOTION

Section 15.01 – When, in the sole determination of the Employer, a promotional opportunity within the bargaining unit becomes available, the position will be posted for a seven (7) day period. Team Members who apply for the position shall be considered for such opportunities based on job performance including work history, skills, ability, and availability. In the event that two (2) or more Team Members are deemed by the Employer to be substantially equal in terms of these factors, the most senior Team Member (by House Seniority) shall be selected. In the event the Employer, in its sole discretion subsequently determines that the Team Member cannot perform satisfactorily in the new position, the Employer may return the Team Member within fifteen (15) days to his original position. If, in the Employer's sole determination, no qualified team Member applies for the position, the Employer may fill the vacancy with a new external hire. Promotions are deemed to be movement to a new position in which the Team Member has the opportunity for increased hourly wages or for subsequent job progression.

Section 15.02 – Permanent vacancies to be filled by promotion under this Section shall be posted for seven (7) calendar days in locations to which Team Members have regular access. The Employer may fill the vacancy temporarily during this promotion period.

ARTICLE 16 LAYOFF AND RECALL

Section 16.01 – To the extent practicable, the Employer will provide the Union with advance notice of a layoff. When such notice is provided, the parties may meet to discuss the planned layoff. The Employer will provide the Union concurrent written notice of the name, seniority, and classification of Employees being laid off.

Section 16.02 – In the event of layoff due to a reduction in work force, the Employer shall effectuate a layoff, using house seniority, in the effected classifications by first laying off probationary, Temporary/ Seasonal, On-call and Part-time Team Members, before laying off full time Team Members in reverse order of house seniority. Team Members to be laid off in accordance with this Section may be laid off without regard to their respective house seniority as each completes his or her current work week.

Section 16.03 – In the event that any layoff results in the layoff of Part-time Team Members, the Employer may reduce the schedule of Full-time Team Members to compensate for the loss of Part-time Team Members. Full-time Team Members who are converted to part-time status shall have the right to bid on vacant part-time schedules based on their House Seniority, assuming they have the qualifications and abilities to perform the work duties. However, before a Part-time Team Member is recalled from layoff, the Employer will endeavor to provide (dependent on the needs of the business) any Full-time Team Member whose schedule has been reduced to part-time status as a result of the layoff of Part-time Team Members within the same job classification, the opportunity to work additional (non-overtime) hours and/or to return to a full-time schedule before a laid-off Part-time Team Member is recalled.

Section 16.04 – Per the sequence above, Full-time and Part-time Team Members shall be laid off on the basis of inverse House Seniority, provided that the remaining Team Members within the same job

classification(s) as Team Members designated for layoff have the qualifications and abilities to satisfactorily perform the work in the context of a reduced work force.

Section 16.05 – Recall shall be in the reverse of the above provided that the Team Members has the qualifications to perform the available work. Laid off bargaining unit Team Members who have worked for the Employer for a year or more shall have recall rights for twelve (12) months from the date of layoff. Laid off bargaining unit Team Members who have worked for the Employer for less than twelve (12) months shall have recall rights equal to the amount of months they have been employed.

Section 16.06 – Other Work Opportunities. In accordance with their seniority, Team Members on layoff status will be offered available work in their regular job classifications before additional Team Members are hired or Team Members are scheduled to work overtime on a regular basis. At the time of layoff, the Team Member can state his/her availability for work. When a Team Member indicates availability, he/she shall not be called for available work after he/she refuses three (3) offers of available work. Team Members who agree to perform such work shall be classified as Laid Off On-Call Team Members. It is the responsibility of the Team Member to advise the Employer of a change in either address or telephone number at the time of layoff and throughout the course of layoff.

Section 16.07 – Team Members whose jobs are eliminated or whose layoff is anticipated to last more than two (2) calendar months, shall be given the opportunity to transfer to bargaining unit positions for which the Team Member is qualified and that have not been filled pursuant to the transfer bid provisions of this Agreement because such positions are posted as promotional opportunities. If a Team Member transfers to another position, he or she will have recall rights to the former position for twelve (12) calendar months from the date of layoff or for the length of their employment whichever is less.

ARTICLE 17 DISCIPLINE AND DISCHARGE

Section 17.01 – Cause for Discipline or Discharge.

- (a) No regular Team Member, after having completed their probationary period, shall be disciplined and/or discharged except for just cause. Disciplinary actions will normally be progressive and will include: written warnings, suspension, and/or discharge. Unless prohibited by the Ohio Lottery Commission, the parties agree that progressive discipline normally requires, prior to suspension or discharge, that a Team Member be given an opportunity to correct the deficiency. Disciplinary steps shall normally be taken in the following order, but may vary by department:

1 st Offense:	Written Warning
2 nd Offense:	Second Written Warning
3 rd Offense:	Final Written Warning
4 th Offense:	Suspension and/or Discharge

A note to file shall not be considered to be disciplinary action.

- (b) Serious Acts of Misconduct. Notwithstanding Paragraph A above, the Employer and the Union agree that the following acts, if committed by an Team Member, are serious acts of misconduct that may constitute just cause in and of themselves for immediate discharge: theft, intoxication, drinking alcohol while on the job, sleeping on the job while not on break time, being under the influence of a controlled substance while on duty, use or possession of drugs at any time while on the Employer's premises, disclosure of confidential or proprietary information (including customer information), insubordination, job abandonment, physical altercations, possession of weapons on

the Employer's property, and sexual, racial, or any other inappropriate harassment toward a co-worker or guest. The Parties agree that these are not the only serious acts of misconduct.

- (c) Team Members may contest disciplinary action imposed upon them through the Grievance and Arbitration procedure of this Agreement.
- (d) There shall be three (3) separate progressive discipline tracks: (1) Policy and Procedures, (2) Attendance, and (3) Cash Variance.
- (e) When a Team Member is disciplined and/or discharged, the reason therefore shall be issued to the Team Member. Such notice shall be issued electronically through the Team Member's Workday Account. Upon request by the Union, legible copies of all documents relevant to the discipline or discharge shall be provided to the Union.
- (f) Surveillance or Audio Recordings. The Employer agrees that in the event the Union requests review of surveillance video or audio recordings relied upon by the Employer in a disciplinary decision which is the subject of a grievance, upon request, the Employer will show such surveillance recordings to the Union Staff Representative no later than four (4) days after the request. However, at no time shall the Union be permitted to remove such recordings from the Employer's property without express written consent of the Employer.
- (g) Any employment action taken as a result of the revocation or suspension of a required license or a directive from the Ohio Lottery Commission shall not be subject to the provisions of this Article. In such case, the Employer will, upon request, promptly provide the Team Member and the Union with documentation of the required action.

Section 17.02 – Written Warnings. Written warnings issued to Team Members must specify the events or action for which the written warning is issued. Written warnings shall be issued to Team Members not later than fifteen (15) days after the Employer is aware of the event or action for which the written warning is issued and has a reasonable period of time to investigate the matter, except in situations involving ongoing investigations, including investigations that are delayed due to a pending investigation by a regulatory body or agency conducting a parallel investigation of the same or similar issue(s). In such circumstances, the time period will be extended until fifteen (15) days after the regulatory body or agency has concluded its investigation. Written warnings will be issued to Team Members electronically through the Employer's HR Information System. Team Members shall be required to sign all notices for the purposes of acknowledging receipt and may include a rebuttal statement in addition to his or her signature.

Section 17.03 – Both the Employer and the Union will approach the disciplinary process in a professional and respectful manner. No Team Member shall be discharged while on paid time off, or on a leave of absence.

Section 17.04 – Guest Complaints. Team Members may not be issued discipline solely on the basis of verbal complaints by guests. Where the guest complaint is reduced to writing, the Employer shall not be required to compel the guest to testify during any grievance or arbitration proceeding or to reveal the guest's address or telephone number to the Union or any Team Member.

Section 17.05 – Disciplinary suspensions, written warnings, and written customer complaints concerning the conduct of a Team Member shall become null and void twelve (12) months after the date of issuance and may not thereafter be used as a basis for or in support of any subsequent discharge or disciplinary action however, such written warnings may be used to demonstrate that a Team Member had knowledge

of a policy, procedure, or job requirement in dispute. Nothing contained in this section shall preclude the use of information contained in a Team Member's personnel file in any administrative or judicial proceeding.

Section 17.06 – The Union shall have the sole right to take a suspension and/or a discharge as a grievance to the second step of the Grievance Procedure, and the matter shall be handled in accordance with this procedure.

Section 17.07 – When relevant to the administration and enforcement of this Agreement, the Union will be provided copies of the personnel records of Team Members (except for surveillance recordings) upon request.

Section 17.08 – When suspensions are imposed, the suspension shall begin immediately following the decision to discipline and shall be for consecutive days.

Section 17.09 – The Employer shall not suspend Team Members without pay pending investigation, for a period in excess of seven (7) calendar days. If the Team Member is exonerated as a result of the investigation, the Team Member shall be made whole for the time spent on suspension. However, if a Team Member who has been notified that they are being suspended pending investigation subsequently takes sick leave or some other leave of absence protected by law, the suspension may be deferred until after the leave period ends. In addition, where an investigation is prolonged based on the Team Member's refusal to comply therewith, the suspension without pay period shall be extended until the conclusion of the investigation and the Employer shall have no obligation to pay for lost time beyond the seven-calendar day suspension period.

Section 17.10 – Off-Duty Misconduct. The Parties agree that Team Members convicted of theft, serious violent crimes, or felony convictions for the sale, use or possession of illegal drugs while employed by the Employer, are subject to termination without recourse to the grievance and arbitration procedures of this Agreement.

ARTICLE 18 DRUG TESTING

Section 18.01 The Employer shall have the right to test for drugs and/or alcohol usage subject to the following conditions:

- (a) In the event reasonable cause exists to indicate that the Team Member may be under the influence of drugs or alcohol;
- (b) In the event of an on the job injury or in the event of an accident, the Team Member involved may be tested only if reasonable cause exists to indicate that the Team Member causing or suspected of causing the accident may be under the influence of drugs or alcohol;
- (c) Team Members in cash handling positions who have repeated substantial cash shortages may be subject to reasonable cause drug tests;
- (d) In no event shall random drug testing be permitted, unless required by law;
- (e) The Employer shall pay for the cost of the examination, and the Team Member shall be paid for all time required for the examination;

- (f) Only after the administration of the initial test and a mass spectrometry (“MS”) confirmation test that show positive for drugs, will the drug test results be considered positive.
- (g) A blood alcohol level at or in excess of the limit prescribed by Ohio Law constitutes an irrebuttable presumption that the individual is under the influence of alcohol.
- (h) A Team Member’s refusal to submit to a drug or alcohol test as authorized by this Article at the request of the Employer shall constitute just cause for immediate termination.

ARTICLE 19 GRIEVANCE

Section 19.01 – The Union and every Team Member shall have the right to present grievances in accordance with the procedures provided herein. Team Members presenting grievances shall be free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by the Union in all stages of the Grievance Procedure.

Section 19.02 – For the purposes of this Grievance Procedure, the below listed terms are defined as follows:

- (a) A “grievance” is a dispute or controversy arising from the alleged violation, misapplication or misinterpretation of this Agreement.
- (b) “Grievant” is the Team Member or group of Team Members within the Bargaining Unit alleging the violation, misapplication or misinterpretation of the Agreement, or the Union on behalf of such Team Member(s).
- (c) “Day” as used in this procedure (and the arbitration procedure set for in Article 20) is a calendar day.

Section 19.03 – The following procedure applies to the administration of all grievances filed under this Grievance Procedure.

- (a) All grievances shall be in writing and shall include:
 - (1) the name of the grievant(s);
 - (2) the specific provisions of the Agreement allegedly violated, misapplied or misinterpreted;
 - (3) the date of the events or conditions giving rise to the grievance;
 - (4) a statement of the facts supporting the allegations in the grievance; and
 - (5) the redress sought.
- (b) All decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the named grievant and the Union.
- (c) If a grievance disputes a termination, it may be first submitted at Step 3.
- (d) The preparation and processing of grievances by Team Members and Union representatives shall be conducted only during non-working hours.
- (e) Nothing contained herein shall be construed as limiting the right of any Team Member having a grievance to discuss the matter informally with any appropriate member of management and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement.

- (f) The grievance and arbitration procedures set forth in this Agreement are the sole and exclusive remedy for raising alleged violations, misapplications and/or misinterpretations of this Agreement.
- (g) The time limits provided herein shall be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievant may move the grievance to the next step with the understanding that only the Union may move a grievance to arbitration. If the grievant or the Union fail to timely file or advance a grievance at any step of the grievance process, the grievance shall be fully and finally resolved on the basis of the Employer's last response and may not be advanced to arbitration. The time limits specified for either Party may be extended only by written mutual agreement.
- (h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 19.04 – All grievances shall be administered in accordance with the following steps:

Step 1 – A Team Member who believes he may have a grievance shall notify his immediate supervisor of the grievance in writing within five (5) days of the occurrence of the facts giving rise to the grievance or his knowledge thereof. The supervisor will schedule a meeting with the grievant and his Union representative (if requested) within five (5) days of the date of the written grievance. If the matter is not resolved at the Step 1 meeting, the supervisor will issue a written answer to the grievant, with a copy to the Union, within five (5) days of the Step 1 meeting.

Step 2 – If the dispute is not resolved at Step 1, the grievant and/or the Union may present the written grievance, including the Step 1 answer to the Executive Director of Food and Beverage within five (5) days of the supervisor's written answer at Step 1. The Executive Director of Food & Beverage, or his/her designee, shall issue a written answer to the grievance, with a copy to the Union, within five (5) days of the receipt of the Step 2 grievance.

Step 3 – If the grievance is not resolved at Step 2, the grievant or the Union may file a written appeal of the Step 2 answer to the Executive Director of Food & Beverage, or his/her designee, within five (5) days from the date of the rendering of the Step 2 answer. The Director of Human Resources or his/her designee shall convene a meeting within ten (10) days of the receipt of the Step 3 grievance. The Meeting will include the grievant and the Union business agent, if requested. The Director of Human Resources or his/her designee shall issue a written decision to the grievant, with a copy to the Union within ten (10) days from the date of the Step 3 meeting. If the grievance is not resolved at Step 3, the Union may move the grievance to arbitration pursuant to the Arbitration Procedure herein contained.

Section 19.05 – Voluntary Grievance Mediation. If, after receipt of the Company's Step 3 response, the grievance is not settled upon mutual agreement of the Company and the Union, the parties may submit the grievance to nonbinding mediation within ten (10) calendar days of the Third Step response. Submission of the grievance to mediation shall not toll or otherwise effect the time and procedures for submission of the grievance to arbitration.

Section 19.06 – Mediation shall be scheduled as soon as reasonably possible. Any settlement/resolution of a grievance during the mediation process shall be reduced to writing and will be final and binding on the parties.

Section 19.07 – The Parties may resolve a grievance at any step of the process, such resolution shall be in writing, final and binding on the Employer, the Union and the grievant(s). Such resolution shall also be non-precedent setting, not to be referenced in any future dispute, unless otherwise agreed to by the Parties in writing.

ARTICLE 20 ARBITRATION PROCEDURE

Section 20.01 – In the event a grievance is unresolved at Step 3 of the Grievance Procedure (or mediation), the Union may submit the grievance to arbitration within thirty (30) days after the Step 3 decision. To do so, the Union shall obtain a panel of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) experienced in deciding labor disputes and deliver it to the Employer. If none of the arbitrators on the panel is acceptable to the Union or the Employer, the Union or Employer shall so notify FMCS and request a second panel.

Section 20.02 – Within ten (10) days of the Employer's receipt of the FMCS panel from the Union, the Parties will attempt to mutually agree upon an arbitrator from the panel. If agreement cannot be reached, the Parties will strike the panel members names alternately (with the Union making the first strike) until one (1) name remains, who shall be designated the arbitrator to hear the grievance in question. Both Parties shall make good faith efforts to expedite the selection of an arbitrator by this process.

Section 20.03 – An arbitrator selected pursuant to the provisions of this Article is empowered to resolve disputes concerning the interpretation and/or application of the express terms of this Agreement and/or resolve disputes concerning facts to which the express terms of this Agreement are applied. An arbitrator has no authority to address or decide any dispute not properly before him/her. An arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. Past practice of the Parties in interpreting or applying terms of the Agreement can be relevant evidence to the extent that such practice is not contrary to the express terms of this Agreement. However, an arbitrator shall not be empowered or have jurisdiction to determine that the Parties by practice or implication have amended or supplemented any of the written terms of this Agreement. An arbitrator shall have no authority to establish or change any wages, rates of pay or benefits for Team Members covered by this Agreement. The arbitrator's authority extends only to grievances timely moved to arbitration while this Agreement is in full force and effect.

Section 20.04 – An arbitration hearing shall be conducted pursuant to the FMCS Arbitration Policies and Procedures to the extent they are not in conflict with this Agreement. In the case of conflict, the terms of this Agreement will govern.

Section 20.05 – The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne equally by the parties. All other expenses shall be borne by the Party incurring them. Neither Party shall be responsible for any of the expenses incurred by the other Party.

Section 20.06 – Either Party may officially transcribe the arbitration hearing at its own expense, is not obligated to provide a copy of such transcription to the other Party but is required to provide a copy to the arbitrator. However, either Party may request and pay for a copy of such transcription.

Section 20.07 – Each Party shall bear the expense of its own representative, the fees and expenses of its witnesses (including reimbursement for lost time) and the expense of preparing and presenting its own case.

Section 20.08 – Unless there is written mutual agreement to the contrary, an arbitrator may only hear and issue a decision concerning a single grievance in any given proceeding. The arbitrator’s decision must be based entirely on evidence admitted into the record.

Section 20.09 – The arbitrator’s decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the Parties.

Section 20.10 – Any liability under this arbitration process will in no event accrue more than two (2) days prior to the date of the grievance was first presented at Step 1 of the grievance procedure set forth in Article 19. Any remedy involving payment for lost wages and/or benefits shall be subject to an offset for any and all income and monies of any nature and/or from any source received during the grievance processing and/or arbitration period. A grievant has a duty to mitigate any claimed damages.

Section 20.11 – The Union may withdraw a grievance at any time during the grievance or arbitration process unless such time as an arbitrator has issued a final decision.

**ARTICLE 21
HOURLY WAGE RATES**

Section 21.01 – Upon the date of ratification of this Agreement, Team Members on the active payroll shall receive the percentage or cents per hour wage increase listed below, or the starting minimum wage rate for their applicable classification as outlined in Schedule A, whichever is greater.

Effective Date	Rate Increase
First payroll period after ratification in 2021	2.5% or \$.30 per hour, or starting wage rate, whichever is greater
First payroll period after November 27, 2021	Lump sum based on hours worked from first payroll period beginning in January 2021 to November 26, 2021 at \$.45 per hour worked
First payroll period after November 27, 2022	2.75% or \$.30 per hour, whichever is greater

Section 21.02 – In the Second Year of this Agreement (beginning on November 27, 2021), in order to receive the applicable lump sum payment, the Team Member must be on the active payroll as of the first payroll period after November 27, 2021 and the date of payout. This payment shall be made as soon as practical.

Section 21.03 – In the Third Year of this Agreement (beginning on November 27, 2022), Team Members on the active payroll shall receive an hourly increase as noted in the above table.

Section 21.04 – At the Employer’s discretion, new hires may be paid at \$.50 below the bargaining unit hourly rate set forth in Exhibit A for the first six (6) months of their employment.

**ARTICLE 22
PAY OUTSIDE OF SCALE**

Section 22.01 – The wage scales set forth in Exhibit A, “Wage Scales”, are minimum wage scales and nothing herein shall preclude the Employer in its sole discretion from paying above such minimums and/or to advance Team Members within the established wage scales.

Section 22.02 – The Employer’s granting of a wage increase to a Team Member pursuant to Section 22.01 above does not require the Employer to provide a wage increase to all Team Members in that same job classification.

Section 22.03 – Team Members whose wages are increased pursuant to this Article will also receive the wage increases set forth in Article 21 (Hourly Wage Rates).

Section 22.04 – The Employer will not normally or routinely require Team Members to work outside of their classification, or to perform duties associated with another classification. Team Members who are assigned to work outside of their classification shall be paid at the higher wage rate of the two (2) classifications for the time spent working in another classification.

**ARTICLE 23
PAY DAYS AND PAY ADJUSTMENTS**

Section 23.01 – Pay Days. Team Members shall be paid bi-weekly in accordance with the Employer’s pay cycle.

Section 23.02 – With the exception of pay corrections or adjustments (as set forth below), all Team Members will be paid electronically by direct deposit.

Section 23.03 – Every team Member is responsible for reviewing paystub information to ensure that he or she has been paid properly. However, members’ review of paystub information does not relieve the Employer from its responsibility to pay Team Members correctly. Corrections or adjustments to any discrepancies regarding pay are all follows:

- (a) Team Members must immediately report any overpayment discovered and make arrangements for prompt reimbursement. Failure to report such overpayment may result in disciplinary action up to an including termination.
- (b) If a Team Member has been underpaid, underpayment results from an error by the Employer, and the underpayment exceeds fifty dollars (\$50.00), the Employer will issue a check to the Team Member for the full amount of the underpayment on demand.
- (c) If a Team Member has been underpaid by fifty dollars (\$50.00) or less, the Employer will include the full amount of the underpayment with the Team Member’s next regular pay.
- (d) If an underpayment is the result of an error by the Team Member that was not brought to the Employer’s attention prior to payroll processing, the Employer will include the full amount of

the underpayment with the Team Member's next regular pay. The Employer will provide Team Members the opportunity to review their hours worked for correctness upon timely request.

ARTICLE 24 DUAL RATING

Section 24.01 – Team Members may opt to work in additional classifications for which they are qualified as “dual-rated employees. Dual rating shall be established and utilized as follows:

- (a) The Employer will post for “open enrollment” training of dual rate positions in a central location. Those Team Members that sign up for open enrollment of dual rate positions will then be trained for the posted positions, provided that they are qualified or readily trainable for the work. This pool of trained dual rate Team Members, along with any pre-existing dual rate Team Members in the classification will be the only outside Team Members that are able to pick up shifts in the classifications, except as provided for in Article 11 and Article 41 (Bargaining Unit Work and Subcontracting).
- (b) The sign-up posting for available hours in a classification shall reflect “extra shifts” or “additional hours”. In addition, there will be columns asking for Team Member name, house seniority date, and whether the Team Member is dual rated.
- (c) The shifts will be awarded as follows: Team Members within the classification would have first access to the shifts, by classification seniority, up to 40 hours. Dual rated Team Members that sign up for the shifts would then be awarded them by house seniority, provided they would not go into overtime. If Team Members in the classification and dual rate Team Members within the classification would be awarded the overtime. If there are not sufficient volunteers for extra hours, the mandated hours would be assigned in inverse seniority to the lowest senior Team Member on a shift in the classification, but not to dual-rated Team Members.

ARTICLE 25 PAID TIME OFF

Section 25.01 – Regular full-time and regular part-time Team Members shall be entitled to accrue paid time off as per the Company's Paid Time Off Policy. The Employer reserves the right to modify such policy and offer such benefits on the same terms and conditions as provided to non-represented Team Members. The Employer shall notify the Union of any significant changes to such policy prior to implementation.

ARTICLE 26 PAID HOLIDAYS

Section 26.01 – Beginning in the Second Year of this Agreement, Team Members shall be paid at time and one-half for all hours worked on the following holidays if they are required to work on such holiday: Thanksgiving Day, Christmas Day and New Year's Day.

ARTICLE 27 HEALTH INSURANCE

Section 27.01 – Eligibility. Post-probationary Team Members who work an average of thirty (30) hours or more per week, shall be eligible for Health Insurance offered by the Company.

Section 27.02 – The Company shall determine how and what kind of health insurance the Team Member

will receive. Team Members shall receive health insurance as determined by the Employer. Such selection by the Company shall be as set forth in the Employer's benefit plans in accordance with applicable federal and/or state law. In this regard, the Company retains the right to change the carriers and/or the benefits provided by its health benefit plans. It is further understood and agreed that the Employer retains the right to continue to offer to eligible Team Members the same health insurance program as offered to non-represented hourly Team Members. Any changes to the carriers and/or benefits provided shall become effective as of January 1st of each year.

ARTICLE 28 MGM 401(K)

Section 28.01 – Team Members in the bargaining unit may participate in the Company's 401(k) plan, if any, on the same terms and conditions as offered to non-bargaining unit Team Members. Team Members in the bargaining unit will be subject to the same eligibility requirements, procedures, rules and policies pertaining to the Employer's 401(k) plan, including any changes, such as, but not limited, to the Employer's contribution rate, if any.

Section 28.02 – It is understood and agreed that the Employer regularly examines the costs and structure of its 401(k) plan from time to time and may make unilateral adjustments to Employer contributions, investment vehicles, and other terms and conditions of the plan. No action by the Employer concerning said plan, or any disputes relating to the plan, shall be subject to the grievance and arbitration procedures of this Agreement. Any and all disputes between the Employer, the Union, or a Team Member in the bargaining unit, shall be resolved pursuant to the procedures specified in the 401(k) plan, or by applicable law.

ARTICLE 29 JURY DUTY OR COURT APPEARANCE

Section 29.01 - Jury Duty. A Team Member who has completed the probationary period and who is required to report and serve as a juror and who does so serve during hours in which the Team Member would otherwise be working for the Company (exclusive of overtime hours) shall be entitled to up to three (3) days of jury duty pay per year, or as otherwise required by law. Such pay shall be an amount equal to the amount the Team Member would have received in pay had the Team Member not been required to serve as a juror. Said payment shall be based on the Team Member's straight time hourly rate and the number of hours the Employee is regularly scheduled to work. Tipped Team Members shall be paid the non-tipped state minimum wage for that day.

To be eligible for jury duty pay the Team Member must follow the Employer's notice and other procedures for processing jury duty payment, including submitting copies of the jury duty notice in the Company's HR Access system.

In the event that a Team Member's jury duty service is cancelled, an attempt shall be made to ensure the Team Member retains his or her regular number of work hours.

Grave shift Team Members may take off with jury duty pay either the night before or the night of their court date. Swing and Day shift Team Members may take off with pay the day they are in court.

Section 29.02 – Court Appearance. A Team Member required to appear in court or at a deposition on behalf of the Employer shall receive his or her regular straight time hourly rate of pay for time spent at said court proceeding or deposition.

Time spent at administrative hearings, court proceedings or at a deposition on behalf of the Employer is used for purposes of calculating overtime pay.

If a Team Member is subpoenaed as a witness or summoned to appear in a judicial proceeding, he/she must present the subpoena to his/her supervisor. Subsequently, the Team Member will be granted an authorized unpaid absence unless the Team Member requests to use a PTO day for such absence.

ARTICLE 30 BEREAVEMENT LEAVE

Section 30.01 – Team Members are eligible for three (3) days with pay to attend in-state services for immediate family or five (5) days with pay to attend out-of-state services provided the employee is scheduled to work on those days. For purposes of this provision, immediate family is defined as the Team Member's spouse, children, father, mother, brother, sister, father-in-law, mother-in-law (including step), grandparent or grandchild whether related by blood, adoption, or marriage.

ARTICLE 31 LEAVES OF ABSENCE

Section 31.01 – The Company will provide regularly-scheduled Team Members certain leaves of absences as required by law and/or as provided for in its policies, as may be modified from time to time. Such leaves may include:

- (a) Family and Medical Leave of Absence;
- (b) Medical Leave of Absence; or
- (c) Military Leave of Absence.

Section 31.02 – Multiple Leaves. A Team Member can request more than one type of leave. For example, a Team Member may request FMLA leave and then later request a Military Leave of Absence. Appropriate eligibility criteria and documentation, as provided for in the Employer's policies, must be met for each request for leave. The Company has the right to count such leaves concurrently.

Section 31.03 – Benefits. While out on leave, the Team Member pays the Team Member portion of his/her insurance deductions. At the end of the applicable leave period, if the Team Member does not return to work, the Team Member's coverage shall be canceled and COBRA will be offered.

Section 31.04 – Eligibility. Eligibility for each type of leave is governed by the applicable leave policy for the requested leave. Eligibility for one type of leave does not guarantee eligibility for other leave types.

Section 31.05 – Requests for Leave. Team Members seeking leave should contact the Human Resources Department for more information, including information on eligibility and requirements for leave.

ARTICLE 32 UNION BUSINESS LEAVE

Section 32.01 – A Union business leave of absence will be granted for Team Members for the purpose of conducting union business with UNITE HERE. No more than three (3) bargaining unit Team Members who are represented by UNITE HERE may be on union business leave at the same time. The leave of absence request must be submitted at least thirty (30) days in advance of the first date on which the leave period is to begin if the leave request is for thirty (30) days or more. If the request for leave is for less than thirty (30) days, the leave of absence request must be submitted no less than fourteen (14) days in advance. Failure

to comply with these notice requirements may result in denial of the leave request. A Union business leave of absence will be granted according to the following guidelines:

- (a) The leave may be granted for up to one year. Extensions shall not be unreasonably denied.
- (b) Time spent on Union leave by Team Members will be considered time worked for purposes of seniority.
- (c) The Team Member on union business leave shall not be assigned to organize or represent employees at any property owned and/or operated by MGM Northfield Park for the purpose of engaging in Union business unless by mutual written agreement by the parties.
- (d) Team Members elected or appointed to full-time Union office may be granted a leave of absence no more than a two (2) year period based on business needs.

Section 32.02 – Team Members will not receive compensation or accrue any other form of benefits while on Union business leave. Health benefits may be provided (at the same cost provided to active Employees) for the duration of the Union business leave but the total cost shall be paid directly by the Union.

ARTICLE 33 UNIFORMS, EQUIPMENT AND LOCKER BAGS

Section 33.01 – Uniforms Furnished by the Employer. The Employer shall furnish or pay for any uniform(s) worn by Team Members in those job classifications that are required by the Employer to wear uniforms. In addition, the Employer shall be responsible for laundering or dry-cleaning Team Members' uniforms. The Employer shall provide weather-appropriate clothing to Team Members in the server classification if their job duties require them to work in areas affected by cold weather conditions.

Section 33.02 – Team Member Input. The cleanliness, fit, comfort, style and safety of uniforms are important to both the Employer and Team Members. To further their joint interest in high-quality uniforms and to obtain the fullest interchange of information about what is desired in uniforms and the largest acceptance of uniforms, the Employer shall advise the Union regarding any contemplated change of uniforms and the Union may raise Team Member suggestions and concerns through the Labor Management process prior to the purchase of new uniforms.

Section 33.03 – Union Button. Team Members may wear either a Union lapel pin (not to exceed one (1) inch) or a Union button (not to exceed two (2) inches) so long as it does not obstruct the Team Member's nametag, gaming license, or promotional button(s).

Section 33.04 – Hand Tools. The Employer shall provide all hand tools it determines are necessary for Team Members to perform their job functions. The Employer will replace or repair hand tools as needed.

Section 33.05 – Inspection of Locker Bags. The Employer shall have the right to inspect any Team Member's locker bag, personal baggage, clothing, and/or a Team Member's person in accordance with its policies. Absent extenuating circumstances, the Employer will conduct such searches in the presence of the Team Member or a Union Steward.

Section 33.06 – Replacement or Repair. The Employer will replace or repair any Employer-

provided uniform or work-related hand tools where damage or wear is the result of ordinary use, as the Employer deems appropriate. Team Members are responsible for repair and or replacement of any Employer-provided uniform Uniforms damaged as a result of Team Member abuse or negligence beyond normal wear and tear.

Section 33.07 – All Employer-provided uniforms and hand tools must be returned at the time of termination of employment. The Employer shall maintain an accurate record of the issuance and return of employee uniforms and hand tools. The Cost of Employer-provided uniforms or hand tools not returned upon termination of employment will be charged to the Team Member.

ARTICLE 34 IMMIGRATION

Section 34.01 – Recognizing that questions involving a Team Member's immigration/work status or personal information may arise during the course of his/her employment, and that errors in a Team Member's documentation may be due to mistake or circumstances beyond a Team Member's control, the Employer agrees to the following procedure:

- (a) In the event an issue or inquiry arises involving the immigration status or employment eligibility of a non-probationary Team Member, to the extent permitted by law, the Employer shall promptly notify the Team Member of the nature of the issue/problem and reference the provisions of this Article. Additionally, if the Team Member becomes aware of an issue/problem with his or her immigration/work status, he or she must notify the Employer immediately and failure to do so may result in termination, if such problem renders, or will imminently render, the Team Member's work authorization void or expired.
- (b) If permissible under applicable law and/or regulations, the affected Team Member shall be afforded reasonable opportunity to remedy the identified problem or secure acceptable documentation, as required by applicable law, demonstrating that the identified problem is in the process of review or correction before adverse action is taken. Any lawful changes in the Team Member's documentation or lawful correction in his/her social security number shall not be considered new employment unless there is a break in service.
- (c) A Team Member who does not provide valid authorization to work in the United States shall be terminated. However, a Team Member who is terminated due to an invalid or expired work authorization shall be rehired by the Employer and reinstated to their former position without loss of seniority, if valid documentation is provided to the Employer within six (6) months of his/her discharge.
- (d) Team Members, when necessary, will be permitted reasonable unpaid time off to attend relevant proceedings or visit pertinent agencies, for the purposes of correcting identified issues or problems with their documentation or work authorization, provided the Employer is given adequate notice of planned absences and verification of the appointments, hearings or other proceedings for which the time off is requested as set forth in its Personal Leave of Absence policy.

Section 34.02 – In the event that a Team Member who has completed their probationary period has a problem with his/her right to work in the United States, or upon notification by the Department of Homeland Security (DHS) or other government authority or agency, that an immigration audit or an investigation is

being initiated, or when the Employer receives No Match letter(s) from Social Security, the Employer shall give timely written notice, not to exceed seven (7) days, to the Union, and upon the Union's request, agrees to meet with the Union to discuss the nature of the problem or investigation to see if any resolution can be reached. Whenever possible, this meeting shall take place before the Employer initiates any adverse employment action.

ARTICLE 35 NO STRIKES/NO LOCKOUTS

Section 35.01. – There shall be no resort to strike, work stoppages, slowdown of work, sick out, walkout or other interruption or interference in performance of work, or production, or service of guests by the Union or its members whether such activity is in connection with a dispute with the Employer or between Employer and any other union. Any such action shall subject the Team Member to discipline, including discharge. Any grievance as to discipline because of a violation of this paragraph shall be limited to the Team Member's participation in the prohibited conduct.

Section 35.02. – The Employer agrees not to lock out Team Members covered by this Agreement. A reduction or cessation of operations shall not be deemed a lockout.

ARTICLE 36 NON-DISCLOSURE OF INFORMATION

Section 36.01 - In recognition of the fact that the job duties of the Team Members covered by this Agreement as well as the mere presence of Team Members on the Employer's casino resort property, will provide them with access to certain information concerning the Employer and its operations, Team Members agree that they will not disclose any classified, confidential or proprietary information, or any other information, the disclosure of which is limited by the Employer, concerning the Employer or its operations or its guests, except information having to do with wages, hours and other terms and conditions of employment, to any person not authorized to have access to such information. All Team Members covered by this Agreement shall be fully and exclusively responsible for any violations of this Article and shall not only be subject to discipline by the Employer for such violations, but may also be subject to any criminal, civil or other penalties and/or liability resulting from their violation of this Article.

Section 36.02 – Confidentiality. The Union recognizes that the Employer, upon written request by the Union, may provide access to confidential information to the Union, including but not limited to surveillance digital/video recordings ("recordings"), which would otherwise not be made available, and which constitutes confidential information belonging to the Employer. The Union agrees to hold all such information in strict confidence and to provide access to such information only to Union officers and business agents. The Union shall be permitted to view such recordings in the presence of an Employer representative. The Union agrees not to communicate or otherwise transmit any such information to others or to use such information for any purpose other than to investigate or process a grievance.

ARTICLE 37 LABOR MANAGEMENT COOPERATION

Section 37.01 – This Collective Bargaining Agreement is entered into between the Employer and the Union with a commitment to a cooperative partnership. The parties recognize the need for a contemporary approach to Union-Management relations which aims to maximize the success of the Employer's operations and Team Member opportunities.

The Employer and the Union mutually recognize that:

- The success of the Employer's business creates greater opportunities for Team Members.
- Team Members want to be involved in decisions that affect them.
- Team Members take pride in their jobs.
- The parties benefit from their full adherence to the terms of this Agreement.
- The promotion of a "positive work environment" for all Team Members best serves the Union's and the Employer's cooperative partnership, the Employer's operation, and the Union's representational activities.

Section 37.02 – In recognition of the foregoing, the Parties agree to hold Labor Management Committee ("LMC") meetings once per month. LMC meetings will be held for the purpose of discussing items of concern between the Union and the Employer.

Section 37.03 – At least twenty-four (24) hours before an LMC meeting, each party will submit to the other a list of items to be discussed. The Parties may jointly agree to conduct LMC meetings more frequently.

Section 37.04 – The LMC shall consist of the Union Stewards, two non-Team Member Union representatives, the Food and Beverage Director (or his/her designee), and the Human Resources Manager (or his/her designee). Other Team Members or management representatives may be asked to attend LMC meetings by agreement of the parties. Any Steward or Team Member may be granted release time of up to one hour with pay during normal business hours to attend an LMC meeting as long as such release time does not conflict with the operation of the Employer's business. The Parties will cooperate to schedule LMC meetings at mutually agreeable times.

Section 37.05 – The Parties agree to give good faith consideration to the views expressed during LMC meetings. Neither party is obligated to agree on any suggestion or recommendation made during LMC meetings and participation in LMC meetings does not amend the Parties' respective rights and obligations under the Agreement.

ARTICLE 38 NO INDIVIDUAL CONTRACT

Section 38.01 – No bargaining unit member of the Union shall be compelled or allowed to enter into any individual employment contract or agreement with the Company concerning conditions of employment.

ARTICLE 39 MISCELLANEOUS

Section 39.01 – Team Member Parking. Team Member parking will continue to be offered on the same terms as it is offered to all other hourly Facility employees.

Section 39.02 – Gratuities (Tips).

- (a) Gratuities (tips) are the property of the Team Members earning them and they shall not be shared by supervisors, managers, or non-bargaining unit employees.
- (b) Sharing or pooling of tips among Team Members shall be voluntary and only occur upon agreement by the majority of Team Members in the affected job classifications. Before Team Members change any existing sharing or pooling arrangement, the Employer, the Union, and the Team Members shall meet and confer.

- (c) The calculation and distribution of Banquet tips shall be done in accordance with Side Letter #1 (Banquets).

Section 39.03 – Team Members Emergency Contact Procedure. The Employer agrees to implement a Team Member Emergency Contact Procedure to ensure that Team Members are immediately notified of non-work emergencies involving close family members as defined by The Family and Medical Leave Act that require their immediate attention (e.g., ill or injured family member needs assistance) and are allowed to leave their work station in order to make any necessary phone calls or to end their shift. If the time the Team Member spends dealing with an emergency exceeds twenty (20) minutes, the Team Member may be required to clock out. Any Team Member abuse of this provision is subject to discipline.

Section 39.04 – Attendance at Mandatory Meetings. The Employer will endeavor to schedule at least three (3) sessions for any mandatory meetings to accommodate Team Members' schedules. If the Employer is unable to or does not schedule three (3) sessions for mandatory meetings, then Team Members will not be penalized, receive attendance points, or be disciplined for failing to attend (i.e., clock in as proof of their presence) such meeting if it is scheduled:

- (a) Beyond sixty (60) minutes from their scheduled start or end time for that day;
- (b) On the same day of any awarded Early Out or Forced Out; or
- (c) On a scheduled or approved day off.

Team Members excluded under A, B, or C above may voluntarily attend such mandatory meetings and clock in. A Team Member who does not attend a mandatory meeting is responsible for complying with the information imparted at that meeting and failure to comply with rules, procedures, or policies addressed may result in discipline up to and including termination.

Section 39.05 – Weather Emergencies. The Employer maintains sole discretion to determine whether attendance points shall be issued for an absence, early quit, or tardy resulting from inclement weather, Acts of God, or technical issues (such as time clock malfunction) which prevent a Team Member from complying with the Attendance Policy. The above sentence notwithstanding, the Employer will not assess attendance points for Team Members who call off or are tardy to work during a declared State of Emergency in the local area which impacts their ability to get to work.

Section 39.06 – Recordings. No Team Member shall make a sound, audio or video recording with any recording device, including a cell phone, of customers, customer information, vendors or suppliers, corporate trade secrets or proprietary information, or Team Member meetings with management, including human resources, without the express consent of the Employer. Neither the Employer, Team Members or Union representatives shall make sound, audio or video recordings of investigatory meetings, disciplinary proceedings, or grievance meetings conducted by Human Resources, or negotiations, without the express consent of all parties involved.

ARTICLE 40 VOLUNTARY CHECKOFF FOR POLITICAL DEDUCTIONS

Section 40.01 – The Employee agrees to deduct from the wages of its Team Members who are members of the Union and who have voluntarily authorized such deductions on forms provided for that purpose and delivered to the Employer, contributions to the Union's separate segregated political funds. The amounts deducted pursuant to such Team Member-signed authorization shall be transmitted monthly together with a list of names of Team Members from whom deductions were made. Such sums shall be transmitted separate and apart from any dues money.

Section 40.02 – The Parties acknowledge that the Employer’s costs for administration of this voluntary payroll deduction have been taken into account by the Parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision(s) of this Agreement.

Section 40.03 – The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits, or other terms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll deductions authorization cards submitted to the Employer.

ARTICLE 41 SUBCONTRACTING

Section 41.01 – It is recognized that the Employer and the Union have a common interest in protecting work opportunities for all Team Members covered by this Agreement and employed on a regular basis. Therefore, except as otherwise specifically provided for in this Article, no work customarily performed by Team Members covered by this Agreement shall be performed under any sublease, subcontract or other agreement unless otherwise agreed to by the parties.

Section 41.02 – Notwithstanding the foregoing, the Employer shall have the right to contract out the following work, in whole or in part, so long as it does not result in the displacement of Team Members or the reduction of work hours and the performance of such work shall not be subject to the terms of this Agreement:

- (a) Work performed pursuant to warranty;
- (b) Contracts for the purchase of prepared food, premixed salads, peeled vegetables or baked goods; and
- (c) Stewarding

Section 41.03 – Nothing contained in this Article shall preclude the Employer from permitting guests to contract with outside catering vendors to provide specialty food services for banquet events where bargaining unit Team Members do not have the skills and ability to perform such work and cannot be trained to do it within a reasonable period.

Section 41.04 – Nothing contained in this Article shall preclude the Employer from contracting with third parties to lease and/or own, operate or manage one (1) signature themed or gourmet restaurant, nightclub or day club, or any retail or entertainment operation. Such venues and operations shall not be covered by this Agreement provided that current venues remain operationally the same.

ARTICLE 42 TECHNOLOGY

Section 42.01 – The Employer will provide the Union with ninety (90) day notice of any new technology that they plan to introduce, that is not in effect currently, that will adversely impact any bargaining unit employees. Upon request of the Union, the Employer will meet with the Union and discuss the anticipated effects of the change on the bargaining unit and, if appropriate, ways to mitigate such impacts. However, such discussions will not delay the implementation of the technological change.

Section 42.02 – Any Team Member laid off due to these changes shall be entitled to a recall for a period of twenty-four (24) months following the date of layoff. During the lay off period, a Team Member shall be eligible to apply for non-supervisory positions with the Employer within and outside the bargaining unit so long as the Team Member is qualified to perform the available work. The Employer will make all non-supervisory job postings accessible to Team Members laid off under this Section.

Section 42.03 – If a Team Member accepts a position outside of the bargaining unit, his/her recall rights to his/her prior position shall terminate. If the position accepted is in another bargaining unit, the Team Member's seniority rights for all purposes shall be governed by the collective bargaining agreement applicable to such position. If the position accepted is outside of any bargaining unit, the Team Member's corporate seniority date shall be used for the Team Member's eligibility for PTO and health insurance purposes.

Section 42.04 – No Team Member who has completed his/her probationary period and is recalled to a bargaining unit position or offered work in another position shall be required to complete a new probationary period, but if the Team Member cannot perform satisfactorily the work in the position to which he/she is recalled, he/she may transfer or be transferred back to layoff status for the remainder of the twenty-four (24) month recall period.

Section 42.05 – If the implementation of new technology reduces the duties of a job classification without eliminating them, the Employer may retain the position with adjusted staffing levels. Pursuant to this Article, if the Company determines that the remaining job duties should be transferred or distributed to another job classification, it will meet and bargain with the Union over such action.

Section 42.06 – If a Team Member laid off under this subsection elects not to seek another position with the Company either at the outset of layoff or at any time during the 24-month job search period, or if the Team Member does not find a job with the Company in that time, the Employer shall pay a service recognition bonus, subject to all legally-required taxes and withholdings, to the laid off Team Member based on their continuous years of service as follows:

- One (1) – five (5) years - \$2,000
- Five (5) – ten (10) years - \$4,000

ARTICLE 43 SUCCESSORS AND ASSIGNS

Section 43.01 – Ownership. The term "Employer" shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of the Employer covered by this Agreement or a subsidiary of the Employer covered by this Agreement.

Section 43.02 – Obligations on Employer Selling or Assigning. In the event that the Employer sells or assigns its business or in the event that there is a change in the employing entity, the Employer shall give UNITE HERE Local 24 reasonable advance notice thereof in writing and shall make all payment which are due or shall be due as of the date of transfer of the business for wages and benefits for Team Members covered by this Agreement. In addition, the Employer shall be responsible for accrued paid time off and other earned benefit payments for each Team Member covered by this Agreement. The Employer further agrees that as a condition to any such sale, assignment or transfer of ownership, the Employer will obtain from this successor or successors in interest a written assumption of this Agreement and furnish a copy thereof to UNITE HERE Local 24.

Section 43.03 – Obligations on Successor Employers. This Agreement shall be binding upon the successors and assigns of the parties hereto. 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 the Employer's interest, or any part thereof, in any establishment covered by this Agreement.

Section 43.04 – Nothing contained in this Agreement shall be construed to apply to investors or shareholders of the Employer who are not signatories to this Agreement.

**ARTICLE 44
SAVINGS CLAUSE**

Section 44.01 – In the event that any provision of this Agreement shall be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency of competent jurisdiction, such action shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not rendered invalid shall remain in full force and effect. Both parties agree that the subject matter of any provision found to be invalid shall be renegotiated.

**ARTICLE 45
ENTIRE AGREEMENT**

Section 45.01 – This Agreement represents the entire agreement between the Employer and the Union and unless specifically set forth in the express written provisions of this Agreement, the Employer may modify or discontinue any rule, regulation, policy and/or practice previously or presently in effect, as long as the modification and/or discontinuance does not conflict with the express terms of this Agreement.

**ARTICLE 46
TERM OF AGREEMENT**

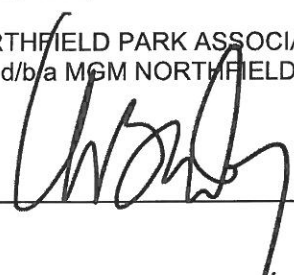
Section 46.01 – This Agreement shall be in effect from April 14, 2021 to November 26, 2023 and shall continue from year to year thereafter unless notice of a desire to terminate, modify, or amend this Agreement is given by either Party to the other at least sixty (60) days but no more than ninety (90) days before the expiration date of this Agreement.

IN WITNESS THEREOF, the Parties heretofore by their duly designated representatives have hereunto set their hands this 13th day of May Northfield Park, Ohio.

EMPLOYER:

NORTHFIELD PARK ASSOCIATES,
LLC d/b/a MGM NORTHFIELD PARK

By: _____



UNION:

LOCAL 24, UNITE HERE

By: _____



**EXHIBIT A
JOB CLASSIFICATIONS AND WAGE SCALES**

Section 1 – Effective the first pay period after ratification and through the term of the Agreement, bargaining unit hourly wage rates shall be as follows on the effective dates listed below:

Classification	1st Pay Period after Ratification	1st Pay Period after November 27, 2021	1st Pay Period after November 27, 2022
Banquet Lead Cook	\$14.00	\$14.00	\$14.39
Banquet Server	\$7.00	\$7.00	\$7.30
Bar Porter	\$9.00	\$9.00	\$9.30
Bartender	\$10.50	\$10.50	\$10.80
Bartender (Specialty)	\$11.00	\$11.00	\$11.30
Beverage Server	\$6.00	\$6.00	\$6.30
Buffet Lead Cook	\$15.00	\$15.00	\$15.41
Buffet Line Cook	\$13.00	\$13.00	\$13.35
Buffet Pantry/Prep Cook	\$10.75	\$10.75	\$11.05
Buffet Runner	\$10.25	\$10.25	\$10.55
Buffet Server	\$6.00	\$6.00	\$6.30
EDR Cook	\$12.25	\$12.25	\$12.59
F&B Lead Attendant	\$14.50	\$14.50	\$14.90
Grab and Go Attendant	\$10.00	\$10.00	\$10.30
Heavy Duty Cleaner	\$12.50	\$12.50	\$12.84
Italian Lead Attendant	\$14.50	\$14.50	\$14.90
Italian Lead Cook	\$14.00	\$14.00	\$14.39
Italian Line Cook	\$12.25	\$12.25	\$12.59
Lead Steward	\$12.50	\$12.50	\$12.84
Steakhouse Busser	\$8.00	\$8.00	\$8.30
Steakhouse Host	\$11.25	\$11.25	\$11.56
Steakhouse Lead Cook	\$15.00	\$15.00	\$15.41
Steakhouse Line Cook	\$14.00	\$14.00	\$14.39
Steakhouse Server	\$6.00	\$6.00	\$6.30
Steward	\$10.82	\$10.82	\$11.12
TAP Barback	\$9.00	\$9.00	\$9.30
TAP Busser	\$9.00	\$9.00	\$9.30
TAP Host	\$10.50	\$10.50	\$10.80
TAP Lead Cook	\$15.00	\$15.00	\$15.41
TAP Line Cook	\$13.50	\$13.50	\$13.87
TAP Pantry/Prep Cook	\$11.45	\$11.45	\$11.76
TAP Server	\$6.00	\$6.00	\$6.30

SIDE LETTER #1 BANQUETS

Section 1 – Scheduling. There is no requirement that Banquet Servers be scheduled for shifts of eight (8) hours or for five (5) consecutive days and such Team Members may be scheduled to work shifts of any length, including shifts of less than four (4) hours.

Section 2 – Extra Server List. The Employer shall maintain a list of qualified Team Members, as determined by the Employer, of bargaining unit Team Members who work outside the department, who are interested in performing banquet server/bartender work. Team Members who are interested in performing such work must notify the Employer, in writing, of their interest and availability to perform same.

Section 3 – Banquet server work shall first be offered to Banquet servers, by seniority, within the department. Thereafter, other bargaining unit Team Members who work outside the department will be offered such work by seniority, on a volunteer basis, unless offering such work to the Team Member will result in overtime hours worked, the payment of other premium pay of any kind, or interfere with the Team Member's regularly scheduled shift. If the Employer is not able to fill available work with said bargaining unit Team Members, the Employer may offer such work to non-bargaining unit Team Members and/or fill the remaining available work from any other source at the Employer's discretion.

Section 4 – Training. The Employer will provide basic training to all new hire banquet Team Members for their areas. Ongoing training will be conducted for all Team Members as needed to maintain/improve their skills at the Employer's discretion. In addition, all extra servers performing banquet server/bartender work will be trained to Banquet Department standards, as determined by the Employer, to perform the available work.

Section 5 – Probationary Period. The probationary period for banquet Team Members shall be thirty (30) shifts worked.

Section 6 – Gratuities for External Events. An automatic gratuity of fifteen percent (15%) shall be added to checks for food and beverage served (based on the menu price). The gratuity for food sales shall be distributed among banquet servers and the gratuity for bar sales shall be distributed among the bartenders based on the hours worked by the Team Member. If a cash bar is used at the event, all gratuities will be the property of the bargaining unit members performing the service.

Section 7 – Gratuities for Internal Events. Banquet servers who perform work for internal banquet events shall be paid \$15.00 per hour in addition to the banquet server hourly straight time rate of pay for all hours worked by the Team Member. Banquet bartenders shall be paid at the banquet bartender straight time hourly rate of pay. If a cash bar is used at the event, all gratuities will be the property of the bargaining unit members performing the service.

Section 8 – Employees may request that unmarked containers (or tip jars) be permitted at external and internal events where there is a cash bar. Such requests shall not be unreasonably denied.

Section 9 – Payment of Gratuities. All gratuities shall be calculated bi-weekly and paid to the Team Member as a part of their regular wages.

SIDE LETTER #2
SPECIALTY BARTENDER AND BARTENDER SCHEDULING

During negotiations, the parties discussed the practice of utilizing and recognizing seniority for purposes of department shift bidding and scheduling. The reclassification of former bartender classifications as specialty bartenders-and bartenders will not change this practice. Further, the parties acknowledge that past scheduling and assignments have been impacted by changes necessitated by the pandemic response to operational restrictions imposed by Executive Orders issued by the Governor of Ohio. The parties agree that if the VIP Bar re-opens prior to March 13, 2022 (two years after its closing), the two most senior bartenders who formerly worked at that location who remain on the active payroll will have priority in scheduling to the new VIP Bar based on seniority and the Employer's business needs. The Employer will notify the Union of the re-opening of the VIP Bar at least thirty (30) days in advance, and upon request, will meet with the Union to discuss and resolve any department shift bidding or scheduling impact on bargaining unit members.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) modifies the currently in effect Collective Bargaining Agreement (“CBA”) between Northfield Park Associates, LLC d/b/a MGM Northfield Park (“Employer”) and Local 24, UNITE HERE (“Union”) which is effective by its terms from April 14, 2021 to November 26, 2023;

WHEREAS, the severity and duration of COVID-19, and the unprecedented and unforeseeable national emergency which ensued resulted in the layoff of the majority of the Employer’s employees and changes to its business operations;

WHEREAS, the parties agree that the Employer and the Union are confronted with a unique set of circumstances, and as a consequence, the parties desire to enter into this Agreement to address the Employer’s staffing needs;

WHEREAS, the Employer desires to increase the contractual starting wage rates for the job classifications listed in the table below;

WHEREAS, by entering into this Agreement the Parties agree and hereby affirm that the CBA has not been reopened and no action has been taken by either party that will be interpreted as a reopening of the CBA currently in effect;

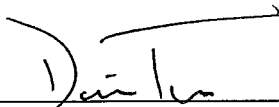
NOW THEREFORE, the parties agree that the following job classifications shall be adjusted to and established at the hourly wage rates in the right column effective no later than two (2) weeks after the date of this Agreement:

Classification	Current Starting Wage	New Starting Wage
Line Cook – TAP	\$13.50	\$15.00
Lead Cook – TAP	\$15.00	\$18.00
Lead Cook – Steakhouse	\$15.00	\$18.00
EDR Cook	\$12.25	\$14.00
Line Cook – Steakhouse	\$14.00	\$16.00
Line Cook – Italian	\$12.25	\$15.00
Lead Cook – Italian	\$14.00	\$16.50
Kitchen Steward (Heavy Duty Cleaner)	\$12.50	\$13.50
Kitchen Worker (Steward)	\$10.82	\$12.00
Lead Steward	\$12.50	\$14.25
Fountain Worker – Attendant (Grab&Go Attendant)	\$10.00	\$12.50
Bar Porter	\$9.00	\$10.50
Bartender	\$10.50	\$11.00
Bartender (Specialty)	\$11.00	\$11.50
Host/Cashier – Steakhouse	\$11.25	\$11.50
Host/Cashier – TAP	\$10.50	\$11.50

MOREOVER, the parties agree that any current Employee in one of the above job classifications that is earning less than the new applicable starting hourly wage rate shall receive an increase to the new minimum rate on the effective date. Such employees shall also receive any annual wage increases required by the collective bargaining agreement.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands:


FOR THE EMPLOYER:
MGM Northfield Park



David Tsai
President, Midwest Group

Date: 7/21/21

FOR THE UNION:
Local 24



Patrick Boyd
Director of Organizing

Date: _____

7/29/21