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**Article 1: Recognition**

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

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

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

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

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

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

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

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

**Article 58: Amendments to This Agreement**

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

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**Article 59: Technological Changes**

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

FOR THE EMPLOYER



Name:

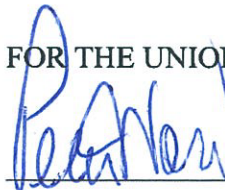
EDWARD FUREK

Title:

PRESIDENT

Authorized to Sign

FOR THE UNION



Peter Ward

President

Authorized to Sign