COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ROCKINGHAM VENTURE, INC.

AND

TEAMSTERS UNION 633 OF NH

TERM: 2/01/11 – 1/31/14

LABOR AGREEMENT

This AGREEMENT made by and between ROCKINGHAM VENTURE, INC. (ROCKINGHAM PARK) hereinafter referred to as the Employer, and TEAMSTERS LOCAL NO. 633, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO, its successors or assigns, hereinafter referred to as the Union.

This Agreement shall be binding upon any purchaser operating the track for live and/or simulcast wagering.

ARTICLE I
PREAMBLE

The purposes of this Agreement are to provide orderly collective bargaining relations between the Employer and the Union, to secure prompt disposition of grievances and to eliminate interruption of work and interference with the efficient operation of the Employer's business.

ARTICLE II
RECOGNITION

The Employer hereby recognizes the Union as the sole collective bargaining agent with respect to wages, rates of pay and other working conditions of employment of its regular employees who are employed by the Employer in its present operation of racing of thoroughbred horses and simulcasting or other future expanded operations at its existing Salem, New Hampshire facility, provided the work is within the scope of the employees' existing job classifications. As per Case No. m-0683, in accordance with rsa: 273-c and Certification of Representative signed on November 3, 1993, employees covered by this Agreement are those within the following classifications:

- Custodial/Maintenance employees
- Gate Attendants
- Ushers
- Parkers
- Mutuel Clerks

All other classifications including but not limited to supervisors, keeper of the outs book, messengers and mini-dealers are excluded from coverage by this Agreement and are not within the bargaining unit. Supervisors may perform bargaining unit work in an emergency and for training.

ARTICLE III
UNION SECURITY

A. An employee who is a member of the Union at the time this Agreement becomes effective shall continue his membership in the Union for the duration of the Agreement. As a condition of continued employment all employees who are members of the Union shall continue to remain members in good standing in the Union, and all employees hired on or after the effective date of this Agreement shall become members in good standing in the Union within thirty-one (31) days following the date of employment or following the effective date of this Agreement, whichever is later, and shall remain members in good standing for the duration of this Agreement. Good standing shall mean the payment of initiation fees and dues as required under the Union Constitution and Bylaws.

Present employees covered by this Agreement shall be notified immediately by the Employer of the adoption of the foregoing provision, and all new employees covered by this Agreement, hired hereafter, shall be notified of the same by the Employer at the time they are hired.

At the beginning of each racing meeting, to assist the Union in enforcing the foregoing provisions, the Employer shall furnish the Union with the following information concerning all employees

newly hired, recalled from layoff, or reemployed: name, department, job classification, starting rate, badge number and status (whether new, recalled, or reemployed employee).

The Employer will, within seven (7) days after receipt of written notice from the Union, discharge any employee who fails to pay the Union his initiation fee and/or his monthly dues.

B. The Employer agrees to deduct from the wages of employees monthly Union dues and initiation fees as provided under the Union Constitution and Bylaws, for each employee who authorizes such deductions in writing on a form approved by the Employer and to remit the amounts so deducted to the Union before the end of the following month. It is understood that this deduction will be voluntary on the part of the employee and in accordance with the laws of the State of New Hampshire.

C. The Union agrees to save the Employer harmless from any claims for reinstatement and/or back pay made by an employee discharged at the request of the Union or for reimbursements required to be made as a result of the implementation of this Article.

D. The Employer agrees to deduct for the Local Union's Credit Union, (known as the New England Teamsters Credit Union), any amount, on a weekly basis, authorized by the employee to be remitted on a weekly basis. Where laws require written authorization by the employee, same is to be furnished in the form required. No deductions shall be made which are prohibited by applicable law.

E. The Employer agrees to a D.R.I.V.E. checkoff for its employees. Upon written authorization by the employee the Employer shall deduct certain amounts as specified by the employee on a weekly basis and remit same on a monthly basis to the Local Union's D.R.I.V.E. account. The name of such fund is Granite

State Teamsters D.R.I.V.E. Where laws require written authorization by the employee, same is to be furnished in the form required. No deductions shall be made which are prohibited by applicable law.

ARTICLE IV
NO DISCRIMINATION

A. The Employer and its supervisors shall not discriminate against any employee because of his Union membership or activity. Supervisors and non-supervisory employees shall treat each other with the respect and consideration which is ordinarily expected and practiced by persons in their work relationships with each other.

B. Neither the Employer nor the Union shall discriminate against any individual because of race, color, religion, sex, national origin, ancestry, age, handicap, Vietnam era veteran status, or disabled veteran status in accordance with the state and federal law.

ARTICLE V
CONFLICTS OF LAWS

In the event any section of this Agreement shall be found not to be in accordance with the provisions of the laws of the United States or of the State of New Hampshire, such section shall be stricken from the Agreement and not be binding on the Employer and the Union. However, if any such section shall be stricken, the remainder of the Agreement shall remain in full force and effect and be binding on the Employer and the Union.

ARTICLE VI
EMPLOYEES

A. Nothing in this Article shall affect the right of the Employer not to employ more employees than may be necessary in the judgement of the Mutuel Manager to carry on the mutuel operations conducted by the Employer on any particular racing day.

B. Employees may be employed on a per diem and/or part-time and/or an hourly basis.

C.(1) Newly hired employees will be regarded as probationary employees for forty-five (45) working days. Said probationary period may be extended by mutual agreement.

(2) Probationary employees are subject to termination of employment at the sole discretion of the Employer and such action by the Employer shall not be subject to the grievance or arbitration provisions of this Agreement.

D. The Employer shall utilize the Union as a source of labor. The Employer retains the right to reject any applicant referred to it by the Union. In the event the Union is unable to furnish applicants when requested to do so, the Employer may hire employees from any source.

E. An employee shall be allowed to see his personnel file provided seventy-two (72) hour notice is given to the Employer. Disciplinary action taken by the Employer 24 months or more, prior to a current disciplinary action may not be utilized.

ARTICLE VII
MANAGEMENT RIGHTS

It is agreed, except as to those matters expressly agreed upon in this Agreement, that nothing in this Agreement shall limit the Employer in the exercise of its function of the management and to exercise all of its rights, such as the right to hire new employees from any source it may decide, to assign work, to direct the working force, to promote, to establish work schedules and to require work as it may assign on any schedule it establishes, to lay off employees because of lack of work, to abolish jobs, to transfer employees from job to job or assign locations of work, to require employees to observe company rules and regulations as they may be revised from time to time, to decide the number of employees in any classification, to sublease any department in whole or in part, or to subcontract in whole or in part after negotiating with the Union to agreement or impasse with respect to the decision to subcontract and the impact on employees of any such subcontract, to eliminate classifications and departments and to change the job duties, provided nothing herein shall be construed as authorizing violation of this Agreement. It is further agreed that this enumeration of management prerogatives shall not be deemed to exclude other prerogatives not herein enumerated.

Management shall have the right to adopt any and all automation systems or labor saving devices. Seniority within a job classification for layoff purposes will be applicable in any instance where this might occur. In the event automated equipment, labor saving devices or new pari-mutuel machinery are adopted during the term of this Agreement the Employer shall provide training for all affected bargaining unit personnel. The Employer shall offer the job opening to qualified senior employees whom it determines are qualified.

ARTICLE VIII
GRIEVANCE PROCEDURE

Should the Union or any employee have any grievance relating to the interpretation or application of the express terms of this Agreement, an earnest effort shall be made to adjust such grievance in the following manner:

STEP 1. The grievance shall be discussed between the employee and the department manager, with or without the shop steward. If not resolved satisfactorily the grievance may be submitted at Step 2 as set forth below.

STEP 2. The grievance must be reduced to writing in triplicate, dated, signed by a union representative or the employee involved and copies submitted to the General Manager, the Steward and the Union Representative (as designated) within five (5) days from the date of the occurrence of the incident on which the grievance is based. Upon receipt of such written notice, the General Manager shall notify the employee, Shop Steward and the Union Representative and arrange for a time and place when the grievance will be heard. Such grievance must be heard within 14 calendar days (excluding emergencies) after the receipt of the written notice of grievance from the employee.

STEP 3. If said grievances cannot be settled between the employee, the Shop Steward, Union Representative and General Manager, the Union may within five (5) days refer the matter in writing to arbitration.

STEP 4. Discharge grievance must be presented at Step 2.

ARTICLE IX
ARBITRATION

A. In the event that the parties are unable to agree to the selection of an arbitrator within forty-eight (48) hours after written notice of the grievance, then the American Arbitration Association upon petition by either party shall submit panels in accordance with its then existing rules.

B. The arbitrator as selected shall, as soon as possible, set a date, conduct a hearing on the grievance and shall proceed with the hearing expeditiously, and after termination of the hearing shall render a decision within thirty (30) days therefrom. The decision of the arbitrator shall be final and binding on the parties hereto.

C. The arbitrator's fee shall be borne equally by the Union and the Employer.

ARTICLE X
DISCIPLINE

During the term of this Agreement, the Employer shall not discipline any employee covered by this Agreement except upon the exercise of its good faith judgment that just cause exists for discipline. If a disciplined employee covered by this Agreement believes himself to be unjustly dealt with, such case shall be adjusted under the grievance procedure.

Whenever an employee is discharged, suspended or otherwise disciplined, the Union and the employee shall promptly be notified in writing of such discharge, suspension or other disciplinary action, and the reason therefor. No discipline, written notice of which has not been given to the Union and the employee, nor any discipline which has been given more than twenty-four (24) months prior to the current act, shall be considered by the Employer in any

subsequent discharge, suspension or other disciplinary action.

ARTICLE XI
ACCESS BY UNION REPRESENTATIVES

The Employer shall permit the authorized representative of the Union to have access to the public areas of the Employer's racing plant at Rockingham Park for the purpose of conferring with the Employer and for the handling of pending grievances. Such access shall be by prior arrangement and at such reasonable times and places and in such manner as not to interfere with the employees or with the operations of the Employer's business.

ARTICLE XII
COMPLIANCE WITH STANDARDS AND LAW

The Employer has the sole right to determine the methods, terms and conditions of work and standards of performance of each job and the changes which shall be effected therein, and to make such reasonable rules and regulations for the conduct of its business, not inconsistent with the provisions hereof, as it may deem necessary and advisable. All employees shall comply with such requirements, rules and regulations and with all applicable codes, rules, regulations and requirements of the New Hampshire State Racing Commission.

In the event of implementation of a rule or regulation, the Union shall be notified. The Employer agrees that there will be no employer rules which are in conflict with the terms of the Agreement.

ARTICLE XIII
WORK ASSIGNMENTS

The Employer in its discretion may hire and assign employees to job classifications and may assign an employee to any duties during a working day or working week. Employees so assigned shall receive the applicable rate of pay for the respective regular job classifications; if an employee is assigned to a job other than his regular job for a full working day he shall be paid the rate of the job to which he is assigned, except if transferred for the convenience of the Employer, in which case the employee shall receive the higher rate. New work schedules or changes in an existing work schedule shall not be implemented unless the employee has been given 48 hours notice of the change, except in cases of emergency. Posting of the schedule, or the changes shall be deemed notification.

ARTICLE XIV
OVERAGES AND SHORTAGES

It is agreed that each employee shall be financially responsible for his own shortages and the liability therefor shall be determined by the Employer. All shortages shall be reported to the Department Supervisor (or designee) upon knowledge of same, and paid at the next reporting time of the employee involved unless otherwise provided for by the Employer. All overages shall be reported to the supervisor and/or money room, pending investigation, overages which are not the result of employee or customer negligence shall be paid to employees in a timely basis. Errors occurring from machine failure, i.e. Tote buys, shall be balanced on a timely basis, in no event later than seven (7) days from the time of occurrence.

Employees shall not be held accountable to the Employer for any loss or shortage caused by:

A. Acceptance of counterfeit mutuel tickets difficult to detect by a skilled and competent clerk.

B. Acceptance of counterfeit money which is clearly not detectable.

C. Catastrophe or other external causes beyond the control of the employee.

D. Force or threat of bodily harm.

ARTICLE XV
CONTRACTUAL OBLIGATION

The Employer shall not engage in any lockout, and the Union and the employees shall not authorize, condone or engage in any strike, slowdown, picketing, cessation of work or other interference with the business during the life of the Agreement by reason of any dispute or disagreement (1) between the two parties signatory hereto, (2) between either of the parties signatory hereto and a third party or (3) between individuals, corporations or unions not signatory to this Agreement. Where this clause has been breached, such breach shall be just cause for the Employer to discipline any or all of the employees involved.

ARTICLE XVI
COMMUNICATIONS

Whenever any notice or other communication is given or is required to be given hereunder, it shall be given by certified mail, return receipt requested, and in the case of either of the parties hereto, addressed to such party at its respective address, and in the case of any employee, addressed to such employee at his last known address as appearing on the payroll records of the Employer. Notices or other communications so given shall be conclusively deemed to have been received by the addressee in due course, and no claim on the part of any employee shall be recognized that a

notice mailed to him in the manner herein specified has not been given or received by him. The Company and the Union will develop a joint committee to discuss operations to better serve the customer.

ARTICLE XVII
WORK SCHEDULES

A. All employees shall report for work at the time specified in the schedules as determined by the Employer.

B. Nothing contained in the foregoing subparagraph shall inhibit the Employer in its discretion to determine the hours of work or reporting time, the number of employees in each classification required each day, the departments required to work, when any extra racing may be scheduled or when and if performances are scheduled.

C. Overtime shall be paid at time and one half after forty (40) hours worked per week. There shall be no pyramiding or duplication of overtime.

D. Employees scheduled to work 40 hours in a work week shall not have their regularly scheduled hours reduced due to a holiday in the work week.

ARTICLE XVIII
SENIORITY

Seniority is defined as the total continuous period of employment as an employee of the Employer within the bargaining unit. A seniority list shall be maintained by the Employer. The Employer shall send a copy of the seniority list to the Union at the request of the Union.

Upon completion of the probationary period an employee shall be credited with seniority retroactive to his most recent date of hire.

In cases of layoff or recall of employees within a job classification where the Employer determines that qualifications and ability are relatively equal, seniority on the job shall be the determining factor, provided that the Employer finds that the employee has performed the available work satisfactorily in the past and is available for the specific hours and days involved whenever a layoff occurs, the Employer may retain those employees who have special skills not possessed by other employees and which are necessary to the continued operation of the Employer's business, regardless of seniority.

A laid off employee shall have a right of recall to his job classification in accordance with his seniority in his job classification.

In the event of layoff, employees shall be laid off in the order of their seniority in their classification, that is, those with the lowest seniority shall be laid off first and those with the highest seniority last. When employees are recalled, they shall be recalled in reverse order of layoff in their classification.

An employee shall lose his seniority and his employment deemed terminated in the event:

A. He quits the employment of the Employer;

B. He is discharged for just cause;

C. He is off the payroll for more than a period equal to his length of employment not to exceed one year, except for authorized medical leave of absence;

D. He fails to return to work upon expiration of an authorized leave of absence;

E. Absence unexcused by the Employer for three consecutive daily schedules; or

F. He fails to qualify with state licensing requirements.

ARTICLE XIX
JOB POSTING

Employees shall have the right to apply for available promotional opportunities according to the following procedure:

A. A notice of the job opening containing the classification, department, sessions (and/or hours) and rate of pay, shall be posted on the employee bulletin board for ten (10) calendar days, if practicable.

B. Employees interested in applying for the promotional opportunity shall sign and date the notice on the space provided. The employee shall also notify his immediate supervisor of the desire to apply for the opening.

C. The Employer shall select an employee that it determines is qualified from the list of applicants according to the following:

1. If two or more employees apply for the job and the Employer determines that their qualifications and ability are relatively equal, seniority shall be the determining factor in selecting an employee.
2. The Employer may determine not to fill a vacancy or, in its discretion, may fill a vacancy by hiring employees from the open labor market. A promoted employee may be required to serve up to a thirty (30) day trial period for the Employer to determine whether he is qualified to perform the required work. In the event an employee is disqualified on a new job, he shall return to the formerly held classification. In all cases of job assignments employees must be able to perform the available work.
3. Employees who work a shift other than a shift which was originally bid and awarded, may not bump a junior employee from any position on that shift, unless there is

no regularly scheduled, qualified employee to fill that position.

D. Employees may bid for the opportunity to work additional sessions.

1. Mutuel clerks may bid whenever there are openings, such as when a full shift is added, and twice each year as follows:

   a) prior to the live racing meet(approx. June 1, if no live racing scheduled); and
   b) prior to the simulcast racing meet, (approx, Sept 1, if no live racing scheduled)

2. In the event a full shift, other than a temporary shift, is cancelled and the Employer anticipates that the cancellation will be for more than three weeks, employees affected shall have the right to bid to replace the cancelled shift and bump junior employees on another shift. The junior employees bumped may in turn bump junior employees on another shift.
3. In the event a shift or card is cancelled and the Employer anticipates that the cancellation will be for three weeks or less, if the Employer requires additional employees to work other shifts or cards, all mutuel employees, including those assigned to a cancelled shift or card, may request to be assigned for such work. The Employer shall make such assignments based upon seniority within classification. Employees so assigned may not bump employees from positions assigned (i.e. harness clerks or those assigned to special windows) pursuant to the bid under subsection 1 as set forth above.
4. If the bid is limited to a particular shift or card rather than a general bid and fewer employees than necessary bid, the Employer may assign employees to such shift or

card in reverse order of seniority from employees assigned to work during that week. If the bid is a general bid and fewer employees than necessary bid for a particular shift or card, the Employer may assign employees to such shift or card in reverse order of seniority from employees who submit bids.

ARTICLE XX
LEAVE OF ABSENCE

A leave of absence shall be granted by the Employer to employees upon the following terms and conditions:

A. Employees shall receive up to 5 weeks non-paid personal leave upon request, subject to ten (10) days prior notice to the Employer provided the Employer may otherwise fulfill its operational requirements. Any scheduling conflicts between employees requesting such leave shall be resolved by seniority standing on a "first come, first served" basis.

B. Where a leave of absence is for illness or disabling injury of the employee which prevents him from working, the Employer may require written medical proof of illness or disabling injury with his application for leave and a physician's certification of ability to work prior to return from a medical leave of absence. The Employer may require the employee to be examined by a doctor selected from a pre-approved list of doctors agreed to by the Employer and the Union at the Employer's expense. An employee shall continue to accumulate seniority during a medical leave of absence.

C. If an employee uses any part of such leave for any purpose other than the specified stated purpose; his employment shall be automatically terminated. The Employer is authorized to take such steps as it may deem necessary in its judgment to verify whether an

employee has used such additional leave of absence only for the specific stated purpose for which is was granted.

D. Where there is a death in the immediate family of an employee, a leave of absence shall be granted for up to three (3) consecutive working days or nights while the track is in operation beginning with the day following the date of death and terminating on the day of the funeral. The Employer shall pay the employee up to three shifts or two day's pay for time lost from regular schedule to attend the funeral of a member of the immediate family. The immediate family is defined as spouse, child, parent, step-parent, sister, brother, grandparent, mother-in-law, father-in-law, brother-in-law or sister-in-law. To receive payment the affected employee must present to the Employer a copy of the death certificate or of the obituary from a newspaper, promptly following the death.

E. Jury Duty – The Employer agrees to pay the difference between jury duty pay received from court and regular earnings for up to fifteen (15) days for jury duty served at the same time as an employee's regularly scheduled shift. An official statement shall be submitted to the Employer certifying dates and time of jury duty and signed with a duly authorized signature of an official of the government agency involved.

F. Requests for leaves of absence must be in writing, at least 10 days prior to the requested effective date of the leave(except in cases of emergency) signed by the employee and addressed to the Employer stating leave dates requested and reason for leave. The Employer shall within five (5) working days or nights of the date of receipt of the aforesaid request for a leave of absence notify the employee in writing of the grant or denial of such leave of absence. Employees on an approved leave of absence may continue their insurance coverage upon payment of 100% of the policy cost by the 30th of the month, the month prior to the coverage being in force. This continuation of coverage may last up to 1 year.

G. Any employee who has been granted an official personal leave of absence shall upon return to work be reemployed where the

Employer finds it practical to do so in the same classification in which he was employed at the commencement of his leave of absence, without loss of pay status and without impairment of his seniority rights. All seasonal employees who are granted a leave of absence shall be given priority for rehire at their previous rate of pay with the exception of those employees named in Appendix B. The increases set forth in the schedule of wages (Appendix A) do not apply to seasonal employees, except for those employees named in Appendix B.

H. Union Leave: A leave of absence shall be granted employees selected or appointed to a full-time paid official position with the Union, and their seniority at the time of such leave shall be maintained and accumulated, and on return to work, provided they return within 180 calendar days of termination of their Union position, they shall revert to their original position on the seniority list as if their employment had continued, and their health and welfare benefits under this Agreement shall be reinstated as of the day upon which they return to work.

I. Military Leave: The rights of regular employees who volunteer or are called into military service by the United States government shall be governed by the Universal Military Training and Service Act.

J. Maternity Leave: Maternity leave shall be governed by applicable law.

K. Personal Days: After five (5) years of continuous employment every full time year-round employee shall be eligible to receive one personal day (shift) off with pay (straight time) in each calendar year. After ten (10) years of continuous employment each full time year-round employee shall be eligible to receive two personal days (shifts) off with pay (straight time) in each calendar year. After fifteen (15) years of continuous employment every full time year-round employee shall be eligible to receive three (3) personal days (shifts) off with pay (straight time) in each calendar year. After twenty (20) years of continuous employment every full

time year-round employee shall be eligible to receive four (4) personal days (shifts) off with pay (straight time) in each calendar year. Each eligible employee shall request the day(s) off at least seven (7) days in advance if possible, all requests shall be approved provided the employer can fulfill operational requirements. Days shall not accrue from year to year in the event they are not used.

ARTICLE XXI
BULLETIN BOARDS

The Employer shall provide bulletin board space for the Union. The Union, after filing a copy with the General Manager, may post thereon non-controversial notices signed by the Business Agent of the Union. Such notices shall be restricted to the following types:

A. Notices of recreational or social activities;
B. Notices of election of officers, appointments and results of elections;
C. Notices of meetings;
D. Seniority list;
E. Job openings;
F. Greeting cards, etc.

Bulletins and schedules posted by the Employer shall be posted in every division.

ARTICLE XXII

The Employer agrees to recognize one Shop Steward in each of the following classifications:

Mutuels
Custodial/Maintenance
Parking/Ushers and Admissions

The Employer also agrees to recognize two (2) Alternate Shop Stewards in the Mutuel classification to cover in the absence of the Shop Steward.

If the Shop Steward shall find it necessary to perform his union duties during working hours, he shall request to be released from work by his foreman to the extent of investigating the matter and conferring with the foreman or immediate supervisor of his department without loss of pay. If the Shop Steward cannot be promptly released, he shall be so advised. If the Shop Steward fails to effect a settlement, he shall immediately report by telephone to the Union Business Agent and then immediately resume work. If the Shop Steward finds it necessary, he will place the grievance in writing and submit it.

Any settlement of a question by the Shop Steward and the immediate supervisor of any employee involved in a dispute shall not establish a precedent or conflict in any matter with the provisions of this Agreement.

ARTICLE XXIII
SAFETY

Precautions to secure the health and safety of employees shall be taken by the Employer. The Employer agrees to make a good faith effort to minimize any concentration of toxic fumes.

The Employer shall strive to provide safeguards to eliminate injuries.

The proper attention to the maintenance of sanitary and healthful conditions will be maintained by both parties to this contract.

All employees will wear any protective equipment that might be required of them by their supervisors in doing any particular job

necessary to fulfilling their job. The Employer agrees to furnish necessary equipment as determined by the Employer.

All personnel shall be governed by track safety regulations.

Upon signing of this Agreement, the Employer agrees that the Union may appoint five (5) employees to serve on a Safety Committee.

ARTICLE XXIV
EMPLOYEE ASSISTANCE PROGRAM

The Union and Employer shall strive to develop a program to assist in referring employees for professional counseling.

ARTICLE XXV
INSURANCE

A. Health insurance – individual coverage in a plan jointly approved by the Company and the Union.

Effective January 1, 2011 to January 31, 2014:

Eligibility	Employer Payment
5 Programs (25 hrs)	70%
6 Programs (30 hrs)	75%
7 Programs (35 hrs)	80%

Any premium in excess of employer payments as set forth above will be paid by the employee.

Any employee who is qualified for the insurance plan and proves that the employee has other coverage, may option out of the plan on February 1 of each year, and receive an additional $33/week for

each week the employee remains qualified in 2011, $34/week in 2012, $35/week in 2013, $36/week in 20014.

In order to qualify for insurance in addition to being regularly scheduled to work on a weekly basis a minimum of 5 programs (25 hours for hourly employees) or 6 programs (30 hours for hourly employees) or 7 programs (35 hours for hourly employees) an hourly employee must have worked a minimum of 580 hours for 25 hour eligibility; a minimum of 685 hours for 30 hour eligibility; a minimum of 800 hours for 35 hour eligibility during the preceding six (6) months as determined on the first day of each calendar quarter. Employees paid by the program must have worked a minimum of 115, 137 or 160 programs respectively for the same period. Cancellation by the Employer due to weather or Act of God and scheduled days lost due to illness shall count as time worked for the purpose of this computation.

All employees currently enrolled in health insurance will continue to be covered subject to the above.

Notwithstanding the above, maintenance employees shall be required to satisfy the 30 hour per week and 685 hours or the 35 hour per week and 800 hours for six (6) months eligibility requirements to be eligible for employer contributions.

Employees on approved leave of absence shall retain eligibility status upon return to work. The Employer shall continue its monthly contributions during an employee absence due to illness or disability for up to six (6) months.

Employees may elect Family or One Plus One coverage provided they pay any additional premium required by the Fund.

Employees not meeting the above eligibility requirements may elect Individual, Family or One Plus One coverage provided they

pay the insurance premium in full. Employees who have not been covered by the insurance program during the preceding month may only elect to enter the program on the first of February in each year.

If during the term of this Agreement a form of National Health Insurance becomes effective which provides greater or comparable benefits at a reduced cost, the Employer's premium payment for health insurance shall be reduced accordingly.

B. $5,000 life insurance coverage shall be paid for by the Employer for those employees regularly scheduled to work three (3) or more sessions per week provided they have one (1) year of continuous service. Life insurance coverage shall remain in effect for one (1) calendar month after the employee is granted a leave of absence or laid off. Life insurance will continue in effect for up to six (6) months in the event of disability or medical leave of absence, for those employees qualified prior to the disability or medical leave.

C. Disability insurance shall be made available to any and all employees through payroll deduction.

ARTICLE XXVI
WAGES

A. The wages as set forth in Appendix A, hereto attached, paid for scheduled matinee, twilight or evening programs to mutuel employees in the employ of the Employer is based upon a schedule of approximately five (5) hours. If cancellation is of the entire program, the mutuel clerk will receive ½ day reporting pay in lieu of the day's pay unless the Employer notified the employees in advance by notice to the employee's home or arranges to have a radio announcement at least two hours in advance of the scheduled reporting time where the failure to provide work is beyond the

reasonable control of the Employer such as fire, flood, breakdown of equipment, loss of power, etc.

B. Any employee, unable to report to work for any valid reason must notify the Employer by telephone at least one hour prior to his/her reporting time on the day that he will be absent. If an employee has been absent for illness for a period of either three (3) consecutive work days or upon the second Saturday and/or Sunday within a six (6) month period, upon his return the Employee may require the employee to provide a doctor's certificate as to the reason for such absence and that he is capable of performing the work on his job.

C. The wage schedule for matinee, twilight and night racing will be the same.

D. Employees are to be paid by check, in an envelope, by the Employer on Thursday for the prior week's earnings. Should there be a verifiable discrepancy in the employee's paycheck, the employee may request proper adjustments be made by check within two business days(excluding Saturday, Sunday and Holidays) or the employee may draw up to the amount of the discrepancy from the money room with a promise to pay when proper adjustments are made in their regular paycheck.

E. If during the course of an employee's shift the track nurse determines that the employee must go home sick for the remainder of that shift, the nurse shall give the employee and the department manager a form notifying that the employee shall or shall not be paid the base rate for the shift which was not completed. In the event of repeated instances of illness during work hours, the Company may request a letter from the employee's physician stating that the employee is capable of working.

1. When the track nurse is not on duty, the following shall apply for building maintenance employees:
   A. Illness during the first four and one-half hours of the maintenance employee shift – the employee shall be paid for time worked, in the event the employee goes home.
   B. Illness after the first four and one-half hours of the maintenance employee shift, the employee shall be paid the base rate for the entire shift in the event the employee must go home.

ARTICLE XXVII
ERRORS OR MISTAKES

Errors or mistakes made in applying the provisions of the Agreement or the compromising or settlement of any grievance or the engaging in, institution or maintenance of a practice not in accord with the terms of the contract shall not constitute a precedent for their continuance, shall not be offered as evidence in any arbitration case, nor shall they be deemed to change the express terms of this agreement unless the parties agree to do so in writing. Correction of errors or mistakes by the Employer or the Union under the grievance or arbitration procedure shall not be retroactive before the date of the filing of the grievance.

ARTICLE XXVIII
EFFECT OF AGREEMENT

A. This instrument constitutes the entire agreement of the Employer and the Union arrived at as a result of collective bargaining negotiations except such amendment or amendments hereto as shall be reduced to writing and signed by the parties.

B. The right of either party to require strict performance hereunder by the other party shall not be affected by any waiver, forbearance or curse of dealing.

C. This Agreement is executed in full satisfaction of each and every demand of either party against the other for the duration of this Agreement and each party waives its right to require the other to negotiate with respect to any mater whatsoever, whether covered by the Agreement or not, except as otherwise in this Agreement provided.

ARTICLE XXIV
DURATION OF AGREEMENT

This Agreement is to be effective as of February 1, 2011 and shall remain in full force and effect through January 31, 2014. This Agreement shall continue in full force and effect from year to year thereafter unless sixty (60) days prior to the expiration of the Agreement or prior to any subsequent January 31, either party notifies the other in writing of its desire that the Agreement to terminated, renewed or modified.

The Union reserves the right to reopen the wage provision of the Agreement to negotiate wage rates for new classifications arising out of the introduction of electronic games of chance or additional gaming concepts, provided the duties of such job classification fall within the scope of the employees' existing job classifications.

In witness whereof, the parties have hereunto caused this Agreement to be executed by their representatives thereto duly authorized this day and year first above written.

TEAMSTERS LOCAL NO. 633, AFL-CIO

David Laughton, *Secretary/Treasurer*

Thomas Noonan, *Business Agent*

John Haywood, *Committee Member*

ROCKINGHAM VENTURE, INC.

Edward M. Callahan
President General Manager

Date: February 1, 2011

Wages and Conditions for Mutuel Clerks

Shift shall be approximately five (5) hours in duration, selling and cashing all assigned races during the five (5) hour period. A five-hour shift is guaranteed except in the event of a cancellation of the entire program. As long as there is live racing or simulcasting during matinee, twilight and/or evening shift(s), the Employer shall schedule such shift(s). The Employer reserves the right to stagger reporting times up to one hour. Assignment to the staggered shifts shall be by bid or by inverse order of seniority if there are not enough employees bidding.

In the event an employee is scheduled for matinee and evening performances on the same day, that employee shall be entitled to a minimum of one (1) hour unpaid break in between performances.

	2/1/11	2/1/12	2/1/13
Mutuel clerks hired prior to 6/1/2000	$19.90	$20.05	$20.15
Mutuel clerks hired from 6/1/00 – 5/31/02	$16.10	$16.40	$16.60
Mutuel Clerks hired From 6/1/02-5/31/09	$12.5	$13.00	$13.50

The starting rate for all mutuel clerks hired on or after May 31, 2009 shall be not less than $9.00 per hour with an additional $1.00 per hour after each continuous year worked until caught up to the maximum rate or a new Agreement is in force.

Effective May 1, 1994 in addition to the base rate mutuel clerks shall receive the following incentive pay based only upon the average weekly live handle per card generated at Rockingham Park not to include wire money form elsewhere:

$440,000	-	$1.00 per card
$480,000	-	$2.50 per card
$520,000	-	$4.50 per card
$560,000	-	$6.50 per card
$600,000	-	$8.50 per card
$640,000	-	$10.50 per card
$680,000	-	$12.50 per card
$720,000	-	$14.50 per card
$760,000	-	$17.00 per card
$800,000	-	$19.50 per card

$880,000	-	$24.50 per card
$840,000	-	$22.50 per card
$920,000	-	$27.50 per card
$960,000	-	$30.50 per card
$1,000,000	-	$33.50 per card
$1,040,000	-	$36.50 per card
$1,080,000	-	$39.50 per card
$1,120,000	-	$42.50 per card
For every additional $80,000		$3.00 per card

Such incentive shall be paid on a weekly basis. Only cards with nine (9) races or more shall be used to compute the average weekly handle.

Mutuel clerks shall be paid the base rate without incentive for simulcast when the card has no live thoroughbred horse racing at Rockingham Park. The simulcast handle shall not be included in the computation of the average weekly handle, except it shall be included if the simulcast is a feature race involving thoroughbred horse racing and is a substitute for a live thoroughbred horse race at Rockingham Park. When there is a simulcast on breeder's Cup Day the incentive will be provided.

The Employer shall pay time and one-half for work performed on the following days(from approximately 10:00 a.m. to 6:00 p.m.):

Breeder's Cup Day	Kentucky Derby Day
Preakness Day	Belmont Day

The Employer shall pay time and one-half for all work performed on:

New Year's Day	Memorial Day

Independence Day Labor Day

A bargaining unit employee may be present without pay when "cracking" bags. A bargaining unit employee shall be present with pay for the annual audit.

Effective February 1, 2005 rates for additional work to be paid hourly:

Training	$1.00
Paper Change	$ .50
Division Head	$1.00
IRS/$50	$ .50
Info/Checks	$2.50

Combined positions shall receive combined rates, except Info/Checks cannot be combined with any other position (IRS/$50 will be considered part of Info/Checks).

Maintenance Department
Wages and Conditions

Maintenance employees shall receive the following wages and increases:

Minimum base wage:

Employees hired prior to January 31, 2004 - $12.00/hour

Employees hired between

Feb. 1, 2004 and Jan. 31, 2007 - $10.50/hour

In addition to the employees' current or base rate, whichever is higher, the employee shall receive the following increases:

February 1, 2011	.15/hour
February 1, 2012	.15
February 1, 2013	.10

New hires in the Maintenance Department shall be hired at a minimum rate of $8.00 per hour and shall receive the following increases:

After 30 days of employment	.25/hour
After 6 months on continuous employment	.25
After 1 year of employment	.40
After 2 years of employment	.40

Premium pay of time and one-half shall be paid to maintenance employees for work performed on the following holidays provided the employee works two other days during such week:

New Year's Day	July 4th
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Memorial Day	Breeders Cup Day
Kentucky Derby	

Full time maintenance employees shall be eligible to receive a longevity bonus to be paid prior to Christmas each year on the following basis:

- $330.00 after five (5) years of continuos service and each year thereafter until achieving ten (10) years of continuous service.
- $660.00 after ten (10) years of continuous service and each year thereafter.

Admission Department
Wages and Conditions

Wage rates for certain employees hired prior to 2/1/08:

	2/1/11	2/1/12	2/1/13
Admissions	$51.75	$52.00	$52.25
Program	$50.00	$50.35	$50.70
Parking	$51.75	$52.00	$52.25
Valet Parking	$48.40	$48.90	$49.40

The starting rate for admissions, program, parking and valet parking employees hired on or after February 1, 2008 shall be $6.00 per program below the current rate and such employees shall receive an additional $1.00 per program after each year of continuous service, rather than the rates described above.

The Employer shall pay time and one-half to all Admission Department employees for work performed on the following days (between approximately 9:00 AM – 6:00 PM):

Kentucky Derby Breeders Cup Day
Preakness Day

The Employer shall pay time and one-half for all work performed on:

New Year's Day Memorial Day
Independence Day Labor Day

In addition to the base rates set forth above, after one year of service admissions and parking department employees shall receive a weekly cash bonus based upon the average weekly handle for every program worked as follows:

440,000 – 500,000	$1.00 per program
500,001 – 600,000	$2.00 per program
600,001 – 700,000	$3.00 per program
700,001 and over	$4.00 per program

The average weekly handle shall be computed in the same manner as for mutuel clerks.

A double bonus shall be paid to admissions and parking department employees for working Sunday programs provided they work on Sunday and two other days in the week.

Appendix B

Charles Adams
Peter Grandmaison