

AGREEMENT
BETWEEN

RMH NH, LLC

And

Teamsters Local No. 633 and the
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers of America

February 9, 2022 thru January 1, 2025

Labor Agreement

This agreement made by and between RMH NH, LLC ("the Brook"), referred to herein as "Employer", and Teamsters Local No. 633 and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO, its successors or assigns, hereinafter referred to as the "Union."

Article I Preamble

The purpose of this Agreement is to establish, through collective bargaining, the terms and conditions of employment, to secure prompt disposition of grievances, to eliminate the potential for interruption of work and to avoid interference with the efficient operations of the Employer's business.

Article II Recognition

The Employer recognizes the Union as the sole collective bargaining agent for members of the bargaining unit certified by the New Hampshire Public Employees Labor Relation Board, Case No. M-0706, as that certification may be amended from time to time.

Article III Union Security

1. An employee who is a member of the Union at the time this Agreement becomes effective shall maintain membership in the Union for the duration of the Agreement. As a condition of continued employment, all employees who are member of the Union shall remain members in good standing, as defined by the Union. All employees hired on or after the effective date of this Agreement shall become members in good standing within thirty-one (31) days following the date of hire and shall remain members in good standing for the duration of this Agreement.
2. The Employer shall, within thirty (30) days of the date of hire, furnish the Union with the name, address, telephone number, job title and starting rate for all new employees.
3. The Employer agrees to deduct Union dues and initiation fees from employee wages, for each employee who authorizes such deductions in writing, on a form approved by the employer. Said dues and initiation deductions shall be remitted to the Union prior to the end of the month following the month in which the deductions are made. It is understood that these deductions must be voluntary on the part of the employee and made in accordance with New Hampshire law.

4. Upon an employee's written authorization, on a form approved by the Employer the Employer shall make deductions from employee wages and remit the authorized amount to Granite State Teamsters D.R.I.V.E.
5. Upon an employee's written authorization, on a form approved by the Employer, the Employer shall make deductions from employee wages and remit the authorized amounts for deposit in an employee's account with the New England Teamster Federal Credit Union.
6. The Union agrees to hold the Employer harmless from any claims made by employees for any alleged harm resulting from any Union effort to implement any provision of this Article.

Article IV No Discrimination

1. 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 courtesy, respect and consideration which is ordinarily and reasonably expected in a customer service-oriented work environment.
2. The Employer and the Union recognize their obligations under federal law, including, but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Americans With Disabilities Act, and the Age Discrimination in Employment, and under state law (New Hampshire RSA 354-A) not to discriminate or engage in unlawful harassment against job applicants and employees on the basis of a protected status, or to discriminate or retaliate against bargaining unit members who report alleged unlawful discrimination or harassment, who assist other bargaining unit members in reporting alleged discrimination or harassment, or who participate in an investigation of alleged discrimination who assist their assistance to others who allege unlawful discrimination. The Union agrees, on behalf of the bargaining unit members, that the grievance and arbitration procedures in this agreement shall constitute the sole mechanism by which employees may seek relief from unlawful discrimination and harassment and waive the rights of employees to seek monetary damages in other legal forums.

Article V Conflict of Laws

In the event any provision of this Agreement shall be determined to be illegal by a federal or state court or agency of competent jurisdiction, said provision shall be stricken from the Agreement and shall not be binding on the Employer or the Union. The remainder of the Agreement shall remain in full force and effect and binding on the Employer and the Union.

Article VI
Probationary Period

1. Newly hired employees will be regarded as probationary employees for sixty (60) working days following their first day of employment. Probationary periods may be extended by mutual agreement of the Employer and the Union.
2. Probationary employees are subject to termination of employment at the Employer's sole discretion. The Employer's decision to terminate a probationary employee is not subject to the grievance and arbitration provisions of this Agreement.

Article VII
Management Rights

The Union expressly acknowledges that the Employer has the exclusive responsibility for and authority over the management, operation and maintenance of its business and facilities. Subject only to the express terms of this Agreement, the Employer has the sole right to determine policy affecting the selection, hiring and training of employees; to direct the work force and to schedule work; to institute and enforce reasonable rules regarding standards of performance, conduct, safety and other subjects necessary for the efficient management, operation and maintenance of its business and facilities; to assure discipline and efficient operations; to determine the nature and scope of its operations; to determine the means and methods by which work is to be performed; to determine the quality and quantity of work to be performed by each employee; to determine the size and composition of the work force; to determine its organizational structure, including the right to create new job titles and job descriptions, to modify existing job titles and job descriptions, and to eliminate job titles and positions; to determine the allocation and assignment of work to employees; to determine the location of the business, including the establishment of new locations; to arrange for work to be done by other companies on the Employer's premises; to alter, combine, or eliminate any job, operation, service or department; to implement automation systems or labor saving devices; and to sell, merge or discontinue its business or any portion thereof. It is further agreed and understood that this description of management rights is not exclusive and shall not be deemed to include any and all other prerogatives not described herein that are not in conflict with the express provision of this Agreement.

Article VIII
Grievance and Arbitration Procedure

1. A grievance is defined as an alleged violation of a provision of this Agreement. Should a dispute arise between the Union and Employer in which a violation of this Agreement is alleged, the dispute shall be resolved in the following manner.
 - a. Step One. The grievance shall be discussed between the aggrieved employee and the employee's supervisor, with or without the presence of the Shop Steward. If the grievance is not resolved satisfactorily, it may be submitted at Step 2 as described below.

- b. Step Two. The grievance shall be reduced to writing. The written grievance shall specify the date on which the alleged violation of the Agreement occurred, the name of any employee(s) affected by the alleged violation, the date on which the grievance was filed, and signed by an authorized Union or Company representative. If filed by the Union, the grievance shall be submitted to the Employer's General Manager. If filed by the Employer, the grievance shall be submitted to the Union Business Agent and shop steward. Grievances must be filed no later than seven (7) days after the date on which the alleged violation of the Agreement occurred. Within five (5) days of the filing of a written grievance, the authorized Union and Employer representatives shall hold a meeting at which the grievance will be discussed. No grievances will be discussed during working hours unless mutually agreed by the Union and Employer.
- c. If the grievance cannot be resolved between the Union and Employer representatives, either party may, within five (5) days of the date of the Step Two grievance meeting, submit the matter for resolution through arbitration.

2. If a matter is submitted for arbitration, the Employer and the Union shall attempt to agree on a neutral labor arbitrator. If unable to do so within five (5) days of the written submission, the grieving party may request a panel of arbitrators from the American Arbitration Association (AAA). The parties shall then select an arbitrator in accordance with the AAA labor arbitration rules and procedures.

3. The parties shall work cooperatively with the selected arbitrator to agree on a date and place for an arbitration hearing. The decision of the arbitration shall be issued within thirty (30) days of the close of hearing and shall be final and binding of the parties. The arbitrator's fees and expenses shall be shared equally by the Union and the Employer.

4. The timelines described in this Article may be extended by mutual agreement of the parties.

Article IX Discipline

1. During the term of this Agreement, the Employer shall not discipline any employee except for just cause. If a disciplined employee covered by this Agreement believes that he or she has been disciplined without just cause, the employee may seek relief under the grievance and arbitration procedure described in Article VIII.

2. Whenever an employee is discharged, suspended or otherwise disciplined, both the employee and the Union shall be promptly notified of the discipline imposed and the reason therefor. Notice to the Union shall be provided to the Union Business Agent.

Article X
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 facility for the purpose of conferring with the Employer and for the handling and investigation of grievances. Such access shall be by prior arrangement with the Employer and at such reasonable times and places and in such manner so as not to interfere with the employees in the performance of their duties or with the operations of the Employer's business.

Article XI
Compliance with Standards and Law

The Employer is subject to regulation by the New Hampshire Lottery Commission, New Hampshire Racing and Charitable Gaming Commission and New Hampshire Gaming Regulatory Authority. All employees shall comply with the requirements, codes, rules and regulations established by these agencies and will be subject to discipline, up to and including termination, should they fail to do so. To the extent that any requirements, codes, rules or regulations established by any of these agencies are in conflict with any provision of this Agreement, the agency standards shall control.

Article XII
Work Assignments

The Employer in its discretion may hire and assign employees to job classifications and may assign an employee to any duties, regardless of classification, during a work day or work week. Employees shall receive the rate of pay for their job classification or for the classification to which they are assigned, whichever is greater.

Article XIII
No Strike or Lockout

During the term of this Agreement, 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 by reason of any dispute or disagreement between (1) 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. In the event of an unauthorized strike, slowdown, picketing, cessation of work or other interference with the business, the Union agrees to make best efforts to direct employees to cease such activities. Where this clause has been breached, such breach may be just cause for the Employer to discipline any or all of the employees involved.

**Article XIV
Communications**

Whenever any notice or other communications is given or is required to be given hereunder, it shall be given by email, with a copy sent via regular mail, to the recipients last known address. Employees and the Union shall provide and update as necessary their email and home mail address.

**Article XV
Work Schedules**

1. Employees shall report for work at the time specified in the schedules as determined by the Employer.
2. Nothing in this Agreement 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 work days may be scheduled.
3. Overtime shall be paid at time and one half an employee's regular rate for hours worked in excess of forty (40) in any pay week. There shall be no pyramiding or duplication of overtime.
4. No employee shall work more than forty (40) hours per week without authorization from the General Manager.
5. Employees shall accurately record their time worked in the manner determined by the Employer.

**Article XVI
Temporary Vacancies**

If a temporary vacancy occurs which the Employer, in its sole discretion, decides to fill, it shall be offered to employees on a rotating basis based on seniority. If the senior employee accepts, rejects or does not respond to a call offering an additional work opportunity, the employee shall move to the bottom of the overtime list. If an employee rejects or does not respond to calls offering additional work opportunity more than twice in a six (6) month period, they may be removed from the rotating list for a period determined by the Employer, not to exceed one (1) year. If an employee subsequently rejects or does not respond to calls offering additional work opportunities, the employee may be removed from the list for the duration of this Agreement.

**Article XVII
Job Posting**

Employees shall have the right to apply for available promotional opportunities within the bargaining unit. A notice of job openings containing the classification and rate of pay shall be posted on the employees' bulletin board for seven (7) calendar days, if practicable. Employees

interested in applying for the position shall sign and date the notice on the space provided. The employee shall also notify his or her immediate supervisor of the desire to apply for the opening. The Employer may also advertise the position outside and accept applications from outside applicants. The Employer may select the best qualified internal or external applicant for the position. An internal employee who accepts a promotion shall serve a trial period of up to thirty (30) days for the Employer to determine if the employee can perform the required work. In the event the employee is determined not to be qualified, the employee shall return to their former position and pay rate.

Article XVIII Leave of Absence

Reference should be made to the RMH NH Employee-Owner's Manual for current information on all Leaves of Absence offered by the Employer. The following types of leaves are provided by the Employer and they are outlined in greater detail in the Owner's Manual.

1. Personal Leave
 - a. Employees subject to this Agreement and who are regularly scheduled to work twenty or more hours per week, will be granted 4 personal days per year.
2. Bereavement Leave
3. FMLA
4. Military Leave
5. Crime Victim Leave of Absence
6. Maternity/Paternity/Adoption Leave
7. Jury Duty Leave

Article XIX Vacation

The Employer provides Paid Time Off for Vacation for all full-time employees, working greater than 30 hours per week. Reference should be made to the RMH NH Employee-Owner's Manual for detailed information on the Vacation Policy.

Article XX 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 notices of recreational or social activities; of Union meetings; of the elections of officers and appointments and the result of election; seniority list; and job openings.

Article XXI
Shop Stewards

The Employer agrees to recognize one Shop Steward and one Alternate Shop Steward for the bargaining unit. The Shop Steward is expected to perform Union duties outside of his or her work time. The Shop Steward may request to be released from work by the General Manager or designee for the purpose of investigating and attempting to adjust a potential grievance, without loss of pay. Such requests shall not unreasonably be denied, but may be denied if the requested release would interrupt normal operations.

Article XXII
Safety

1. The Employer and Union shall participate in a Labor Management Safety Committee as required by New Hampshire law.
2. The Employer may make rules for the protection of the safety and health of employees and guests. Employees who violate safety and health rules may be subject to disciplinary action.
3. The Employer shall furnish protective clothing and equipment as it deems necessary for the performance of work. Employees are required to use protective equipment as instructed by their supervisor.

Article XXIII
Health Insurance

Employees who are regularly scheduled to work thirty (30) or more hours each week are eligible to participate in the Employer's group health, dental & vision insurance program. The Employer shall pay a portion of the monthly premium for individual health insurance coverage and the employee shall be responsible for the remainder. Employee premium contribution rates are as set forth in the Summary of Benefits Booklet.

Employees that work thirty (30) hours or more per week also have the option of enrolling in the following supplemental benefits: long-term disability; short-term disability; and supplemental life insurance. All part-time employees, working less than thirty (30) hours but at least twenty-four (24) hours per week, are eligible to enroll in dental & vision insurance. All employees are automatically enrolled in an Employer paid for basic life insurance plan, at no cost to the employee.

Employees who are eligible to participate in the RMH sponsored group health insurance benefit may, upon presentation of proof of insurance through another health insurance plan, elect to opt out of the RMH sponsored health insurance plan. Employees who elect to opt out of the RMH sponsored health insurance plan will receive fifty dollars (\$50.00) in additional wages each pay week.

Article XXIV
Seniority

1. Seniority is defined as the period of continuous employment as an employee of the Employer within the bargaining unit. A seniority list shall be maintained by the employer, with a copy provided to the Union upon request.
2. Upon completion of the probationary period, an employee shall be credited with seniority from the date of hire. Seniority shall not accrue while on a leave of absence other than FMLA leave.
3. In selecting employees for layoff or recall, the Employer may retain or recall the best qualified employees, including those with special skills not possessed by other employees which are necessary to the continued operation of the Employer's business. Seniority shall only be considered if qualifications are equal.
4. An employee shall lose seniority if the employee is discharged or voluntarily quits, has been laid off for a period in excess of three (3) months, or has been on an approved leave of absence longer than six (6) months.

Article XXV
Premium Days And Holidays

All hours worked on the following 5 days will be paid at 1 ½ times the employee's regular rate of pay: all 3 Triple Crown Race Days; Breeders' Cup Saturday; and Kentucky Oaks Race Day.

All hours worked on the following 7 days will be paid at the employee's regular base rate of pay plus an additional \$5.00/hour: Breeders' Cup Friday; Memorial Day; Labor Day; July 4; Thanksgiving Day; Christmas Day; and New Year's Day.

Bargaining unit employees shall not be required to work on Thanksgiving or Christmas.

Article XXVI
Wages

Effective in the pay period beginning on January 17, 2022, the following wage schedule for all bargaining unit members will go into effect:

| | |
|-----------|-----------------------------|
| NEW HIRES | \$18.00/hour - \$20.00/hour |
| STEP 1 | \$20.00/hour |
| STEP 2 | \$21.00/hour |
| STEP 3 | \$22.00/hour |

Effective in the pay period beginning on January 17, 2022, all current bargaining unit members will be placed on STEP 1 of the wage schedule. Thereafter, effective in the first full pay period of January 2023 and again effective in the first full pay period in January 2024, all members of the bargaining unit will advance to the next step of the wage schedule.

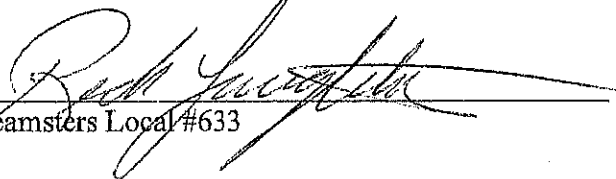
**Article XXVII
Bonus Program**

Bargaining unit members will be eligible to participate in the Company Bonus Program.


**Article XXVIII
Duration of Agreement**

This Agreement is effective on February 9th, 2022, and shall remain in full force and effect through January 1st 2025, when it shall expire. This Agreement shall continue in full force and effect from year to year beyond the expiration date unless either party, not less than sixty (60) days prior to the expiration date, provides notice to the other in writing of its desire to negotiate.

Dated: 2/9/2022


Teamsters Local #633

Dated: 02/09/2022


RMH NH, LLC

Date: 3/8/22


Jeffrey Padellaro, Secretary-Treasurer

IMPORTANT NOTICE

ALL MEMBERS ARE URGED TO CONTACT THE LOCAL UNION OFFICE IMMEDIATELY UPON THE FOLLOWING:

- A Change in Name
- A Change in his/her home address
- Desire to change beneficiaries through the following offices:

Local Union Office
Health Insurance Office
Pension Fund
Credit Union Office

- Termination of Employment

WITHDRAWAL CARD

A member may request a Withdrawal Card immediately upon termination of employment. A member may request a Withdrawal Card if he/she is temporarily out of work due to workers' compensation, off-the-job injury or sickness, or a lengthy leave of absence.

Failure to request a Withdrawal Card for any of the reasons above, could put you in delinquent status and possibly pay re-initiation fees.

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