

Exhibit X.B.6 – Labor Harmony

Submit as Exhibit X.B.6, a statement as to whether the Applicant or, as applicable, the Manager has entered into labor peace agreements with labor organizations that are actually engaged in representing gaming or hospitality industry workers in the State. Provide copies of any such agreements. If the Applicant or, as applicable, the Manager has not entered into such agreements, provide an instrument stating that it will enter into such labor peace agreements and maintain such labor peace agreements in place during the term of a License.

Saratoga Harness Racing, Inc. is a partner with Churchill Downs Incorporated in the CVCR proposal. Saratoga Harness Racing, Inc. has a current labor agreement with the New York Hotel and Motel Trades Council, AFL-CIO that contains a side letter that outlines neutrality and card check procedures as it relates to Hotels, Concessionaires and gaming facilities in the remainder of the Greater New York City Metropolitan Area, Northern and Central New Jersey, and the New York State Capital District.

In addition, CVCR has signed a Labor Peace Agreement and a Project Labor Agreement For Construction of the East Greenbush Casino Project with the Greater Capital Region Building and Construction Trades council, AFL-CIO, together with its affiliated Local Union members identified in their respective Collective Bargaining Agreements.

To establish Labor Harmony during the construction and operation of the casino and hotel, we will establish a joint labor and management safety committee to monitor the safety of all workers involved with the development, construction, and operation of the casino and hotel. We will also establish an employee relations committee to ensure workplace issues are addressed and resolved in a timely matter.

We look forward to working with our union partners during the construction and operation of Capital View Casino & Resort.



**PROJECT LABOR
AGREEMENT FOR
CONSTRUCTION OF THE
East Greenbush Casino Project**

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ARTICLE 1 – PREAMBLE

This Agreement is entered into this June 1, 2014, by and between **Capital View Casino and Resort LLC** and **L.P. Ciminelli** and the Local Unions affiliated with the Greater Capital Region Building and Construction Trades Council, AFL-CIO (herein after "Unions").

WHEREAS, the Construction Manager(s) desires to provide for the sufficient, safe, quality and timely completion of the East Greenbush Casino located at Thompson Hill Road, East Greenbush, New York (the Project) in a manner designed to afford the best work at the lowest reasonable cost to Capital View Casino and Resort LLC (the "Owner"):

WHEREAS, this Project Labor Agreement ("Agreement") will foster the achievement of these goals including:

1. Standardizing the terms and conditions governing the employment of labor on the Project;
2. Receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might not provide the same.
3. Providing comprehensive and standardized mechanisms for the settlement of work disputes, including those related to jurisdiction; (prior to project start and during)
4. Ensuring a reliable source of skilled and experienced labor;
5. Furthering public policy objectives as to improved employment opportunities for local workers, minorities, women and the economically disadvantaged in the construction industry;
6. Avoiding the costly delays of potential strikes, slowdowns, walkouts, lockouts, picketing and other disruptions arising from work disputes and promote labor harmony and peace for the duration of the Project;
7. Expediting the construction process and otherwise maximizing the public safety and minimizing inconvenience caused by ongoing construction; and
8. Improving project cost efficiencies by incorporating state of the art processes and avoiding duplication of labor activities (stacking) or any non-productive labor (standby) requirements.

WHEREAS, the parties subject to the terms of this Agreement desire the stability, security and work opportunities afforded by a Project Labor Agreement;

Now, therefore, it is agreed as follows:

ARTICLE 2
PARTIES COVERED BY THIS AGREEMENT AND GENERAL CONDITIONS

Section 1. Parties by this Agreement

The parties covered by and subject to the terms of this Agreement are:

- a. The Greater Capital Region Building and Construction Trades Council, AFL-CIO together with its affiliated Local Union members identified in the Collective Bargaining Agreements attached hereto and made a part hereof (Schedule A).
- b. All Contractors, regardless of tier who are awarded contracts pursuant to the bidding procedures applicable to this Project.
- c. L.P Ciminelli.

Section 2. Certain Definitions

- a. Throughout this Agreement, the Greater Capital Region Building and Construction Trades Council, AFL-CIO ("GCRBCTC") and its affiliated Local Union members are sometimes referred to singularly and collectively as "Union(s)".
- b. "Collective Bargaining Agreements", herein sometimes referred to as "CBA's", means those local union agreements identified in Schedule A attached hereto:
- c. "Contractor(s)" means contractor(s) who have been awarded contracts for this Project and subcontractors of any tier engaged by Contractor(s) for on-site Project construction work within scope of work.
- d. "Construction Manager" means L.P. Ciminelli.
- e. "Owner" means Capital View Casino and Resort LLC.

Section 3. Supremacy Clause

This Agreement, together with the Collective Bargaining Agreements (Schedule A) represents the complete understanding of all parties covered by this Agreement and supersedes any national, local or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by provisions set forth in the Collective Bargaining Agreements the provisions of this Agreement shall prevail. No practice, understanding or agreement between a Contractor and a Local Union which is not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the Contractor.

Section 4. Liability

The liability of any Contractor and/or any Union under this Agreement shall be several and not joint. The Owner, Construction Manager and any Contractor shall not be liable for any violations of this Agreement by any other Contractor.

Section 5. Bid Specifications

a. The bid specifications or the Construction Manager's Instruction to Bidders and Bid Package of the Project will require that all successful bidders and their subcontractors of whatever tier are bound by this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of Owner and Construction Manager in determining which bidder(s) shall be awarded contracts for the Project. It is further understood that Owner has sole discretion at any time to terminate, delay or suspend the Project, in whole or part. It is also understood that this is a self-contained, standalone Agreement and that by virtue of having become bound to the Project Agreement, neither the Construction Manager nor the Contractor(s) will be obligated to sign any other local, area or national agreement.

b. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

c. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work or function which may occur at the Project site or be associated with the development of the Project.

d. The Owner and/or the Construction Manager have the absolute right to select any qualified bidder for the award of contracts on this Project without the reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement: provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

e. It is agreed that the Construction Manager shall require all Contractors of whatever tier have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement through a provision in its subcontract prior to commencing work. It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article VIII, X, and XI of this Project Agreement, which shall apply to such work. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, neither the Construction Manager nor the Contractors will be obligated to sign any other local, area, or national agreement.

ARTICLE 3 – SCOPE OF THIS AGREEMENT

This agreement shall be as defined and limited by the following sections of this Article 3.

Section 1. The Work

This Agreement applies to all on-site construction of the building, Fit-up of tenant space, Site Environmental and Site Infrastructure Improvements performed on the Project during the term

Section 2. Term

This Agreement commences on June 16, 2014, This Agreement will be periodically reviewed and will expire by mutual consent.

Section 3. Excluded Persons

The following persons are not subject to the provisions of the Agreement:

- a. Superintendents, supervisors (excluding general and forepersons specifically covered in Schedule A) engineers, inspectors and testers, quality control/ assurance personnel (including Data Center Certification 3rd Party and 3rd Party Inspectors), equipment manufacturers, factory technicians, I & C programmers and technicians, surveyors, timekeepers, mail carriers, clerks, office workers, suppliers, messengers, security guards, non-manual employees, and all professional, engineering, administrative, salaried and management persons;
- b. Employees or Contractors or, Owner;
- c. Persons engaged in laboratory or specialty testing or inspections not ordinarily done by a member of a Trade Union;
- d. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment or machinery or involved in deliveries to and from the Project site;
- e. Employees of the Construction Manager, Contractor, other contractors or subcontractors excepting those performing manual, on-site construction labor who will be covered by this Agreement and Schedule A;
- f. Employees of equipment suppliers performing or assisting in on-site equipment installation or warranty work will work with the respective craft having jurisdiction over such work. The craft must have a certified or qualified (trained) person to assist in the work;
- g. Employees engaged in geophysical testing (whether land or water) other than boring for core Samples;
- h. Employees engaged in laboratory, specialty testing, inspections or surveying, or any other professional consultants, and such laboratory, testing, inspection or surveying firm (individuals

engaged in on-site surveying as direct hires of a signatory contractor, rather than pursuant to a professional services contract with the Owner, the Construction Manager or any other professional consultants, are covered by this Agreement). "Project property surveying and benchmarks shall be provided by the civil engineer or others hired by the owner or A/E. All surveys and layout from the benchmarks provided by others shall be performed by the respective trade in accordance with their collective bargaining agreements.";

i. Employees of subcontractors and/or suppliers and/or independent haulers engaged in use of vehicles for delivery of and pick up of materials or supplies for deliveries and pick-ups at the Project site (teamsters shall not be required to drive such vehicles) except in the case of deliveries of dirt, stone or concrete or other aggregates, which teamsters shall drive to the Project site;

j. Employees engaged in ancillary Project work performed by third parties such as electrical utilities, gas utilities, telephone companies and railroads; and

k. All on-site construction debris or waste materials generated by any contractor or subcontractor shall be removed by laborers. Construction Manager in its sole discretion may employ laborers in a sufficient quantity to remove construction debris or waste materials, as well as general site clean-up. Notwithstanding this provision each contractor or subcontractor is responsible for clearing their immediate work area of debris and materials generated by the particular trade.

Section 3.MBE/WBE

The Owner, Construction Manager and Unions recognize the need to promote opportunities for local MBE and WBE contractors and sub-contractors and will strive to achieve an overall project goal of 23 % MWBE participation. The parties will confer through Labor/Management sub-committee to develop a qualified list of MWBE contractors.

ARTICLE 4 – REFERRAL AND EMPLOYMENT

Section 1. Referral

a. Contractors agree to hire craft employees covered by this Agreement through the job referral systems established in the Local Unions' area Collective Bargaining Agreement.

b. The Local Unions shall exert their utmost efforts to recruit and train sufficient numbers of skilled craft workers to fill the manpower requirements of the Contractor. The parties to this Agreement supports the development of increased numbers of skilled construction workers from the residents of the Capital Region and its immediate vicinity to meet the needs of this Project and the requirements of the industry generally.

c. Contractors shall contact and meet with representatives of the signatory unions at the Albany

Labor Temple 890 Third street Albany NY 12206 or such other location mutually agreed to with the unions *prior to commencing work* for the purpose of a Mark-Up meeting, failure to do so may result in a stop work order.

Section 2. Non-Discrimination in Referrals

The local Unions represent that their hiring halls and/or referral systems will be operated in a nondiscriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership or lack thereof.

Section 3. Union Dues/Fringe Benefits

All employees covered by this Agreement shall be subject to the Union security provisions contained in the applicable Collective Bargaining Agreement as amended from time to time, but only for the period of time during which they are performing on-site Project work and only to the extent of rendering payment of the applicable monthly union dues uniformly required for union membership in the Local Union, which represents the craft in which the employee is performing Project work. The Construction Manager, in order to ensure the full and timely remittance of all union dues and fringe benefit funds, including but not limited to Health and Welfare, Pension, Annuity, Legal Service, Education and Training, SUB, Apprenticeship (hereinafter "Funds" or "Fund") due the affiliated Local Unions as provided for in all applicable Collective Bargaining Agreements between the Local Unions and Contractors which have contracted to perform work on the Project, agrees that it will, upon notification of not more than fifteen (15) days from the date of a default from any affiliated Local Union that a Contractor has become delinquent in the payment of Fund contributions due in connection with the work on the Project to immediately stop payment on all monies due or which may become due to the delinquent Contractor up to the amount alleged to be owed from the Project and all such funds be paid via a joint check to the complaining Local Union to be applied against the amount owed by the defaulting Contractor.

a. The Construction Manager shall allow the Contractor a period of ten (10) working days from the date of notification to produce a written letter signed by the Business Manager of the complaining Local Union that the amount in default has been paid in full and the Contractor is current in the remittance of Funds or a bona-fide explanation acceptable to the complaining Local Union of why in the Contractor's opinion the amounts are not due as alleged. In the event of such a bona-fide dispute, The Construction Manager will use its best efforts to act as initial arbiter and take action it then deems appropriate.

b. No monies shall be paid to the delinquent Contractor who may request arbitration of the dispute in accordance with this Article 3. In the event such a letter is not delivered to the Construction Manager within ten (10) working days from the date of notification to the defaulting Contractor, the Construction Manager shall immediately cause to have paid over to

the Fund Administrator of the complaining Local Union all monies due the defaulting Contractor to the extent necessary to satisfy the amounts payable to the Contractor by Construction Manager for the Project.

c. Notwithstanding any other provisions of this Agreement, including any provisions to arbitrate disputes, the members of a Local Union can elect to refuse to perform services for a delinquent Employer any time after a Benefit Fund delinquency exceeds thirty (30) days, on five (5) days written notice to the President of the Building Trades Council and the Construction Manager. The provisions of Section 3 shall remain in full force and effect with work to all other Local Union members working on the Project. If a Contractor fails to contribute to a Local Union's Benefit Funds because of the Contractor's inability to collect payment from the Owner and/or Construction Manager for work performed on the Project, the Construction Manager agrees that the Contractor will not be removed from the job for non-performance which results from a Local Union's members refusing to perform services as set forth in this Section.

Section 4. Craft Forepersons and General Forepersons

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Collective Bargaining Agreement. All forepersons shall take orders exclusively from the designated contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craft persons he is leading exceed a specified number.

Section 5. Labor Management or Promotion Fund

The GCRBCTC will establish a Labor Management Fund or Promotion Fund which shall become part of this Agreement; the purpose of which is to assist the GCRBCTC in engaging in activities that will promote and support the Project Site. The activities may include, but may not be limited to, educational material for the workers or the community; promotional rewards for safety or safety related items for the workforce; training and educational seminars; drug testing and costs associated for trade representation as it pertains to the Project Site. The trades will work with representatives of the Owner to identify other acceptable uses for the Labor Management or Promotion Fund. The contribution of two cent (.02) per hour for each employee will become effective on the effective date of this agreement and continue in force for the duration of this agreement. The contribution will be collected by the individual trades fund(s) via the benefits remittance form and paid, in full, to the GCRBCTC. The total of hours remitted shall not exceed 150,000 hours. The contribution may not be increased except by mutual consent.

ARTICLE 5 – UNION REPRESENTATION

Section 1. Local Union Representative

Each Local Union designate shall be afforded full access to the Project.

Section 2. Stewards

a. Each Local Union may have the right to designate a working journey person as a steward and an alternate, and shall notify the Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions.

b. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

c. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime except pursuant to a Collective Bargaining agreement provision providing procedures for the equitable distribution of overtime.

Section 3. Layoff of a Steward

Contractors agree to notify the appropriate Local Union twenty four (24) hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Collective Bargaining Agreement, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

Section 4. Workforce Diversity Utilization

The Unions and the Owner recognize and acknowledge that workforce diversity of minorities and women are employment goals consistent with our values of fair play. The Local Unions agree and will strive to achieve that Seven (7%) Percent of all referrals will consist of minorities and women. The percentages goals are based upon hours worked, by craft. In the event a Local Union either fails, or is unable, to refer qualified minority or female applicants in desired affirmative action goals as set forth in the bid specifications, the Contractor may employ qualified minority or female applicants from any other available source.

ARTICLE 6 - UNION STANDARDS

The Council and its affiliates have a legitimate interest in preventing the undermining of the work opportunities and standards gained through collective bargaining and desire to preserve and protect work opportunities for its members. Therefore not more than fifty (50%) by dollar value of off-site assemblies or fabrications may be provided by non-union workers or non-signatory companies. The trades agree to install any off-site assemblies or fabricated items regardless of union or non-union labor provided the quantity does not exceed the percentage set forth.

ARTICLE 7 – MANAGEMENT’S RIGHTS

Section 1. Reservation of Rights

Except as expressly limited by a specific provisions of this Agreement, Contractors retain full and exclusive authority for the management of their operations including, but not limited to: the right to direct the work force; including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, or the discipline or discharge for a just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules, and the requirement, timing and number of employees to be utilized for overtime work. Nothing contained herein shall be construed so as to allow direction of an Employee to perform work outside the jurisdiction of that Employees Labor Union affiliation, if any. No rules, customs, or practices as determined by the contractor which limit or restrict productivity or efficiency of the individual, and/or joint working efforts with other employees shall be permitted or observed.

Section 2. Materials, Methods & Equipment

There shall be no limitation or restriction upon the Contractor's choice of materials, techniques, methods, technology or design, or regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre- finished or pre-assembled materials, tools or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work pursuant to Collective Bargaining Agreement; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. There shall be no restrictions as to work which is not performed at the Project site, with the exception of pre-tied or welded reinforcing steel.

ARTICLE 8 – WORK STOPPAGE AND LOCKOUTS

Section 1. No Strikes, No Lock Out

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdown, hand billing, demonstrations or other disruptive activity at the Project site for any reason by any Local Union

or Employee against any Contractor or Employer while performing work at the Project site. There shall be no other Local Union or concerted Employee activity which disrupts or interferes with the operation of the Project. Failure of any Local Union or employee to cross any picket line established by any union signatory or non-signatory to this Agreement or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article 8. There shall be no lockout at the Project by Owner or any Contractor. Contractors and Local Unions shall take all steps necessary to ensure compliance with this Section 1.

Section 2. Discharge for Violation

A Contractor may discharge any Employee violating Section I above and any such Employee will not be eligible thereafter for referral under this Agreement for sixty days.

Section 3. Notification

If a Contractor contends that any party covered by this Agreement has violated this Article 8, it will notify the Construction Manager and/or the Local Union involved advising of such fact with copy to the Building and Construction Trades Department (BCTC) and to the Local Union. The BCTC shall instruct, order or otherwise use its best efforts to cause the Employees, Contractors and/or the Local Unions to immediately cease and desist from any violation of this Article 8. The BCTC complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

Section 4. Expedited Arbitration

Any party alleging a violation of Section 1 of this Article 8 may utilize the expedited procedure set forth below (in lieu of, in addition to, any actions at law or equity).

- a. A party invoking this procedure shall notify (to be mutually determined at a later date) who shall act as Arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator, the Contractor the Construction Manager and if a Local Union is alleged to be in violation, then to the BCTC.
- b. The Arbitrator shall thereupon, after notice to all parties covered as to time and place, hold a hearing within Forty Eight (48) hours of receipt of the notice invoking the procedures if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than twenty four (24) hours after the notice to the BCTC required by Section 3, above.
- c. All notices pursuant to this Article 8, may be by telephone, telegraph, email, hand delivery or fax, confirmed by overnight delivery, to the parties involved. The hearing may be held on any day including Saturdays and Sundays. The hearing shall be completed in one session, which shall not exceed Four (4) hours duration with no more than Two (2) hours being allowed to either side to present its case, and conduct its cross examination unless otherwise agreed. A failure of any party to attend the hearing shall

not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

- d. The sole issue at the hearing shall be whether a violation of Section I above has occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Order restraining such violation and serve copies on the party determined to be in violation. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for other proceedings, if any. The decision shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any involved party desires an opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the decision. A decision issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the decision. Notice of the filing of such enforcement proceedings shall be given to the party involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Party and Contractor waive their right to a hearing and agree that such proceedings may be ex-parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.
- e. Any rights created by statute or law governing arbitration proceedings which are inconsistent with this procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.
- f. The fees and expenses of the Arbitrator shall be equally divided between the involved parties (Contractor and the respective Union(s)).

Section 5. Arbitration of Discharges for Violation

Procedures contained in Article 8 shall not be applicable to any alleged violation of this Article, with the single exception that an Employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 8 to determine only if the Employee did, in fact, violate the provisions of Section 1 of this article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 9- LABOR MANAGEMENT MEETINGS AND COMMITTEE STRUCTURE

Section 1. Subjects.

The Unions, PMO and Construction Managers will meet a minimum of once per month at an agreed upon time and on-site location to: 1) promote harmonious relations among the Contractors and Unions; 2) enhance safety awareness, cost effectiveness and productivity of construction operations; 3) discuss matters relating to staffing and scheduling with safety and productivity as considerations; 4) review upcoming scope of works, bidders, contract awards; 5)

deal with possible jurisdictional conflicts; 6) monitor and ensure timely completion; and 7) ensure a high degree of skill and quality of workmanship in the performance of the Project and to discuss other matters pertaining to the Project.

Section 2. Composition

The Committee shall be jointly chaired by designees of the Program Manager, Construction Managers and Representatives of the GCRBCTC and Contractors involved in the issues being discussed. The Committee may conduct business through mutually agreed subcommittees.

ARTICLE 10 – GRIEVANCE & ARBITRATION PROCEDURE

Section 1. Procedure for Resolution of Grievances

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violation of Article 8, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedures of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

a. When any party covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the party shall, through the Local Union business representative, job steward or Contractor give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within fourteen (14) Calendar days after the act, occurrences or event giving rise to the grievance. The business representative of the Local Union, the job steward, the Party and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within forty eight (48) hours after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within fourteen (14) calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor and the CM or its assignee with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, non-affiliated Party Employee and contractor directly involved unless the settlement is accepted in writing by Owner, or its designated representative as creating a precedent.

b. Should any party to this Agreement have a dispute (except jurisdictional disputes or alleged violations of Article 8, Section 1) with any other party to this Agreement and, if after conferring, a settlement is not reached within fourteen (14) calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) above for the adjustment of Employee grievances.

Step 2:

The Business Manager or designee of the involved party, together with the representatives of BCTC, the involved Contractor, and the Construction Manager, or its designated representative

shall meet within seven (7) calendar days of service of the written grievance arrive at a satisfactory settlement.

Step 3:

a. If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within twenty one (21) calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the arbitrator shall be final and binding on the involved Contractor, local union and employees and the fees and expenses of such arbitrations shall be borne equally by the parties.

b. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the parties at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

Section 2. Limitation as to Retroactivity

No arbitration decision or award may provide retroactivity of any kind exceeding Ninety (90) calendar days prior to the date of service of the written grievance on the involved Contractor or Local Union.

Section 3. Participation by the Construction Manager or its Designated Representative

The Construction Manager shall be notified by the involved parties of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these steps, including Step 3 arbitration.

ARTICLE 11 – JURISDICTIONAL DISPUTES

Section 1. No Disruptions

a. There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted. No jurisdictional dispute shall excuse a violation of Article 8

b. No jurisdiction dispute shall affect coordination of the various contractors at the Project or the progress of the Project.

c. The Signatories to this agreement adhere to the principle that jurisdictional disputes cannot and shall not interfere with the project.

d. Every effort will be made by the Employer to resolve all anticipated disputes over work assignments. These efforts will include pre-job conferences, jurisdictional mark-up meetings and similar such conferences. Pre-job conferences must be held by each Employer prior to the field work actually starting. Resolution of jurisdictional disputes will not include any “over manning” or the requirement to assign employees to any work functions other than the number that may be required to safely execute the work.

e. The Construction Manager shall be notified of all meetings pertaining to all jurisdictional disputes and may attend and participate.

Section 2. Assignment

The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan. Where such work assignment is agreed upon by the trades such work shall not be deemed jurisdictional but a miss-assignment of work and as such shall be grievable under Article 10

Section 3. Procedure for Settlement of Disputes

a. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit the dispute in writing to the Administrator, Plan for the settlement of Jurisdictional Disputes in the Construction Industry within Seven (7) Days and send a copy of the letter to the other Contractor involved, the GCRBTC and the Local Union involved. Upon receipt of a dispute letter from any Local Union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Plan.

b. Any Contractor involved in a jurisdictional dispute on this Project shall continue working and without disruption of any kind.

Section 4. No Interference with Work

There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award.

ARTICLE 12
HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS & HOLIDAYS

Section 1. Work Week and Work Day

- a. The standard work week will consist of five days Monday - Friday eight hours per day, plus 1/2 hour unpaid lunch period each day, or a four day 10 hour work week Monday - Thursday plus 1/2 hour unpaid lunch period each day. Any work beyond the eight hours or ten hour work day will be paid at time and one half.
- b. The Construction Manager shall have the option of scheduling a five-day or four-day work week and the work day hours consistent with the Project requirements, and the Project Schedule.
- c. Except as set forth in Section 3b below, the Day Shift shall be the hours of 7:00 a.m. - 3:30 p.m. starting and quitting times shall occur at the staging areas designated by the Contractor. Other shifts shall similarly commence and end at uniform times agreed upon by the Contractor and Union. When parking areas are more than a ten minute walk from the staging or brassing area workers shall be given time to access their vehicles, (commonly referred to as in on our time out on your time).
- d. Notice – Contractors shall provide not less than five (5) days prior notice to the crafts union Business Representative as to the workweek and work hour schedules to be worked or such lesser notice as may be mutually agreed upon.
- e. Saturday/Make-up Day- The Contractor and/or Construction Manager shall have the option of scheduling Saturday as a voluntary make-up day for any work missed during Monday- Friday. When a four day 10-hour work week is utilized Friday shall be designated as the make-up day.

Section 2. Overtime

Overtime pay for hours outside of the standard work week and work day, described in Section 1, paragraph (a) above, shall be paid at time and a half, Saturdays shall be at time and half for the first eight hours and double time thereafter and Sundays shall be at double time. There will be no restriction upon the Contractor's scheduling or overtime or the non-discriminatory designation of employees who shall be worked, except as specifically set forth in Schedule A. There shall be no pyramiding of overtime pay under any circumstances. The Construction Manager and/or Contractor shall have the right to schedule work so as to minimize overtime.

Section 3. Starting Times and Shifts

- a. There shall be a uniform start time for all Contractors and employees or each shift in accordance with Section 1 above.
- b. Flexible Starting Times – Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements Shifts must be worked with a minimum of five (5) consecutive workdays and must be scheduled with the BCTC with not less than five (5) work days' notice to

the party. If the flexible start time is earlier than 5:30am or later than 9am the shift will carry a differential of 10%.

c. Shift work may be scheduled on either a five (5) day (5-8 hrs) or four (4) day (4-10 hrs) work week basis, at a straight time rate plus a fixed percentage increase per Schedule A or 15% shift differential (whichever is less).

Section 4. Holidays

a. Schedule – There shall be six recognized holidays on the Project:

New Year's Day
Labor Day
Memorial Day
Thanksgiving Day
Fourth of July
Christmas Day

All holidays shall be observed on the dates designated by Law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday.

b. Payment – Regular holiday pay, if any, and/or premium pay for the work performed on such a recognized holiday shall be in accordance with the applicable Collective Bargaining Agreement.

c. Exclusivity – No holidays other than those listed in Section 4 – (a) above shall be recognized or observed.

Section 5. Reporting Pay

a. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Collective Bargaining Agreement. (Schedule A). Should this occur on a scheduled ten (10) hour work day, ten (10) hours minimum reporting pay shall apply in lieu of eight (8) hours where appearing.

b. When an employee who has completed a schedule shift and left the Project site is "called out" to perform special work of a casual, incidental or irregular nature, the Employee shall receive pay for actual hours worked with a minimum guarantee as may be required by the applicable Collective Bargaining Agreement. (Schedule A).

c. When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, he shall be paid only for the actual time worked.

d. There shall be no pay for time not actually worked except as specifically set forth in this Article or as specifically provided in a Schedule A.

Section 6. Payment Wages

- a. Payday – Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by the end of the scheduled workday on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than three days wages shall be held back in any period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.
- b. Termination – Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

Section 7. Emergency Work Suspension

The Construction Manager and/or Contractor may, if considered necessary for the protection of life and/or safety of employees or others, and/or as required by the Owner suspend all or a portion of Project work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor requests that employees remain at the job site available for work, employees will be paid for “stand-by” time at their hourly rate of pay, by the applicable Schedule A.

Section 8. Injury/Disability

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than eight (8) Hours wages for that day. Further, the employee shall be rehired at such time as said employee is able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform unless such employee knowingly and willfully violates site emergency and injury reporting requirements as outlined within the project safety and jobsite orientation seminar.

Section 9. Time Keeping

A Contractor may utilize brass tagging, electronic time cards or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

Section 10. Meal Period

Employees shall have meal period of not more than one half (1/2) hour duration at the work location between the third and fifth hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

Section 11. Break Periods

There will be no rest periods or other nonworking time established during working hours other than those referenced in this Agreement. Coffee Breaks are allowed as per each trade CBA so long as it does not stop production in its entirety. Individual beverage containers and lunch boxes will only be permitted in specified areas designated by the contractor and or Owner. There will be no food or drink other than water allowed within the building area.

Section 12. Other Work Rules

There shall be no use of tobacco or smoking within the building area. Designated smoking location will be identified for use during the allowed half hour lunch break.

Violation of tobacco/smoking, food restrictions or other designated Protocols established to maintain the cleanliness and safety of the facility may result in dismissal from the job-site in accordance with progressive and corrective discipline.

The Construction Manager reserves the right to issue additional rules after discussion with the trades in Labor management meetings or sub-committees.

ARTICLE 13 – APPRENTICES/TRAINING

Section 1. Ratios

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices in a ratio not to exceed 25% when available of their work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedule A provides for a higher percentage. Apprentices shall be employed in a manner consistent with the provisions of the appropriate Schedule A and as approved by the NYS DOL.

Section 2. Department of Labor

To assist the Contractors in attaining a maximum effort on this Project, the parties agree to work in close cooperation with, and accept monitoring by the New York State Department of Labor to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. The Local unions will cooperate with Contractor requests for minority, women or economically disadvantaged referrals to meet this Contractor effort and/or as provided in the Collective Bargaining Agreement.

Section 3. Training

All workers, Foremen and General Foremen must have successfully completed the OSHA 10 Hour Safety Training Program and all Superintendents must have successfully completed the OSHA 30 Hour Safety Training Program.

**ARTICLE 14
SAFETY AND PROTECTION OF PERSON AND PROPERTY**

Section 1. Safety Requirements

Each Contractor will ensure that applicable Owner, Construction Manager, State, local and OSHA requirements are at all times maintained on the Project. Employees of the Contractors must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and Owner from injury or harm. Failure to do so will be grounds for discipline.

Section 2. Contractor Rules

Employees shall at all times be bound by the reasonable safety, security, and visitor rules as established for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

Section 3. Inspections

Owner retains the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

**ARTICLE 15
MISCELLANEOUS PROVISIONS**

Section 1. Project Rules

The Construction Manager and Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project. These rules will be explained at the pre- job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee of a Contractor to observe these rules and regulations shall be grounds for discipline.

Section 2. Tools of the Trade

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment for the performance of work within the employee's jurisdiction.

Section 3. Supervision

Employees shall work under the supervision of the craft foreperson or general foreperson.

Section 4. Travel Allowance

There shall be no payment for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

Section 5. Full Work Day

a. Employees shall be at their staging area at the time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The parties reaffirm their policy of a fair day's work for a fair day's wage.

b. There shall be no non-working employees at the Project unless the presence of such employee is required due to normal maintenance (e.g. refueling). There shall be no electrical stand-by employees until the electrical prime contractor has commenced work on the Project. No electrical stand-by employee may remain on the Project after the permanent electrical system is operational. There shall be no stand-by labor of any kind unless requested by the Construction Manager and/or Owner. With respect to the operating engineers working on the project, manning shall be in accordance with their current collective bargaining agreement with the explicit understanding that all manpower assigned to the project is productive".

ARTICLE 16 FUTURE CHANGES IN COLLECTIVE BARGAINING AGREEMENTS AND THIS PROJECT AGREEMENT

Section 1. Changes

a. Schedule A to this Agreement shall continue in full force and effect until the applicable Contractor and/or Union parties to the Schedule A CBAs notifies the contractor of the mutually agreed upon changes in provisions of such Agreements which are applicable to the Project, and their effective dates.

b. It is agreed that any work rule provisions negotiated into future Collective Bargaining Agreements will not apply to work on this Project if such provisions are less favorable to this Project than those contained in the expiring Collective Bargaining Agreements as they pertain to work rules; nor shall any provision be recognized or apply on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

c. Any disagreement over the incorporation into Collective Bargaining Agreements of provisions agreed upon in the re-negotiation of Area Collective Bargaining Agreement shall be resolved in accordance with the procedure set forth in this Agreement.

Section 2. Labor Disputes During Negotiation of Collective Bargaining Agreements

The parties agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdown or other disruptive activity or other violations of this Agreement affecting the Project by any parties involved in the re-negotiation of Collective Bargaining Agreements nor shall there be any lockout on this Project affecting any party during the course of such re- negotiations.

Section3. Changes to this Project Agreement

There shall be no changes during the life of this Project Agreement unless mutually agreed upon by the parties through the Labor/Management Committee structure. Additional work may be added to this Agreement by the addition of a mutually signed Addendum and additional parties through a signature page in accordance with Article 17 section 6.

ARTICLE 17 SAVINGS AND SEPARABILITY

Section 1. This Agreement

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of any law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of this Agreement shall remain in full force and effect. In such event, this Agreement shall remain in effect for contracts already bid, awarded or in construction. The parties will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be awarded in the future.

Section 2. The Bid Specifications

In the event that Owner's bid specifications, or other action, requiring that a successful bidder be bound by this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, such requirement shall be rendered, temporarily or permanently, null and void but this Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid, awarded or in construction. The parties will enter into negotiations as to modifications to the Agreement to reflect the court action taken and in the intent of the parties for contracts to be awarded in the future.

Section 3. Non – Liability

In the event of an occurrence referenced in Section 1 or Section 2 of this Article 17, neither Owner, Construction Manager, nor any Contractor or any Local Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

Section 4. Non – Waiver

Nothing in Article 17 shall be construed as waiving the prohibitions set forth in Article 8.

Section 5. Mergers and Name Changes

In the event of any trade union mergers, name changes of either union, building trades council, contractor, project manager or owner this agreement shall continue in force upon their successors.

SECTION 6. EXECUTION

All signature pages will be numbered and reference this agreement with the approved monogram. Additional parties to this agreement who have agreed by mutual consent will signify their agreement with separate counterpart signature pages, which will be considered part of this Agreement.

Section 5. Drug/Alcohol Testing

The Owner, Construction Manager and/or Contractor may require drug/alcohol testing of employees for cause when there is a reasonable suspicion of drug or alcohol use or employee involvement in an accident requiring off-site medical attention or documented unsafe act on the Project.

This section shall supersede any inconsistent provision in a local Union Agreement.

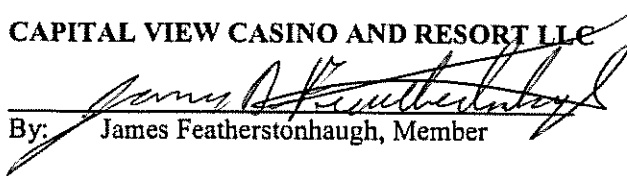
**ARTICLE 18
HELMETS TO HARDHATS**

Section 1. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the service of the Center for Military Recruitment, Assessment and Veterans Employment (hereafter “Center”) and the Center’s “Helmet to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.


Section 2. The Union and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

In witness whereof, the parties have caused this Agreement to be executed and effective as of this 16 day of June, 2014

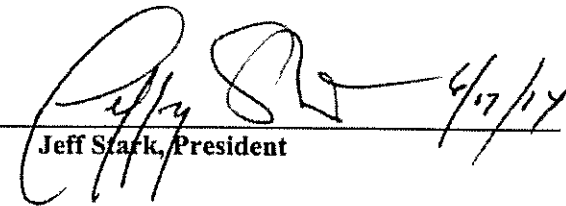
CAPITAL VIEW CASINO AND RESORT LLC


By: James Featherstonhaugh, Member

L.P.CIMINELLI


By: Frank L Ciminelli, II, Sr. Executive Vice President

THE GREATER CAPITAL REGION BUILDING AND CONSTRUCTION TRADES COUNCIL

By:  6/17/14
Jeff Stark, President

National Building and Construction Trades Council: Approved June 17, 2014 Exhibit A

NYS Building and Construction Trades Council: Approved June 20, 2014 Exhibit B

For the Local Unions:

Boilermakers Local #5, Zone 197

By Matthew J. Priest A.B.M.
Name/Title

International Union of Elevator Constructors Local #35

By Jay Wolford Business Manager
Name/Title

International Association of Bridge, Structural and Ornamental Iron Workers Local #12

By William J. Egger B.M./FST
Name/Title

International Association of Heat and Frost Insulators and Asbestos Workers Local #40

By Jeffrey J. Murray Business Manager
Name/Title


International Brotherhood of Electrical Workers Local #236

By Donald W. Rehm Business Manager
Name/Title


International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local #294

By John Bulger President
Name/Title

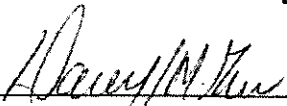
International Union of Bricklayers and Allied Craftworkers Local #2

By  Sec / Treas
Name/Title

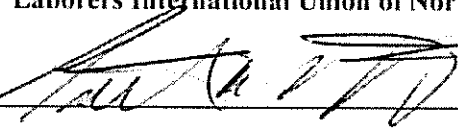
International Union of Painters & Allied Trades DC 9

By  Bm / ST
Name/Title

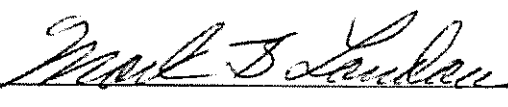
International Union of Operating Engineers Local #158

By  Business Manager
Name/Title

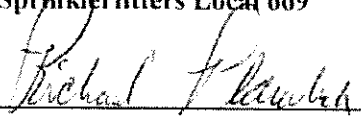
Laborers International Union of North America Local #190

By  Business Mgr
Name/Title

Sheet Metal Workers' International Association Local #83

By  President / Bus. Rep.
Name/Title

Sprinklerfitters Local 669

By  Business Agent
Name/Title

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry
Local #7

By: Edmund Mark BUS. MRC
Name/Title

Operative Plasters and Cement Masons' International Association Local #262

By: M. Hubler Michael Hubler / Int'l Rep
Name/Title

Northeast Regional Council of Carpenters Local #291 and Floor Covering Local Union 251

By: Pat Hill PRESIDENT / Council Rep
Name/Title

Millwrights Local #1163

T. E. Moore Regional Director
Name/Title

By:

United Union of Roofers, Waterproofers and Allied Workers Local #241

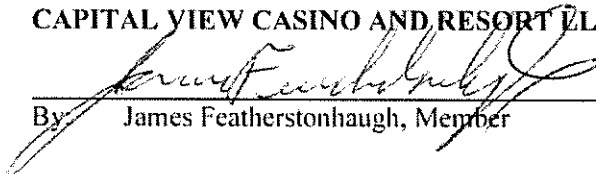
By: Thomas W. Byrnes Bus Rep
Name/Title

ADDEDUM 1

Memorandum of Understanding
Between
Capital View Casino and Resort LLC
And
Greater Capital Region Building and Construction Trades

This Agreement between the parties ensures that as the project building phase nears its completion date, the Parties will meet and negotiate "In Good Faith" a maintenance agreement for the trades for on-going cosmetic maintenance and future renovations

CAPITAL VIEW CASINO AND RESORT LLC


By: James Featherstonhaugh, Member

THE GREATER CAPITAL REGION BUILDING AND CONSTRUCTION TRADES
COUNCIL

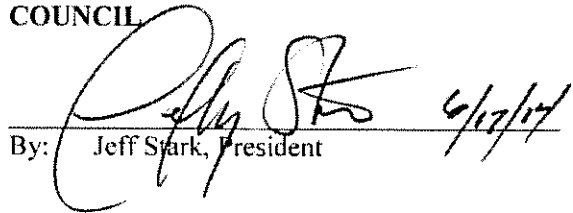

By: Jeff Stark, President 6/17/14

Exhibit A

Building and
Construction
Trades

www.BCTD.org

SEAN MCGARVEY
President

BRENT BOOKER
Secretary-Treasurer

EDWIN D. HILL
1st Vice President

JAMES A. GROGAN
2nd Vice President

NEWTON B. JONES
3rd Vice President

WILLIAM P. HITE
4th Vice President

KINSEY M. ROBINSON
5th Vice President

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6th Vice President

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7th Vice President

TERRY O'SULLIVAN
8th Vice President

JAMES BOLAND
9th Vice President

WALTER W. WISE
10th Vice President

JOSEPH J. NIGRO
11th Vice President

FRANK J. CHRISTENSEN
12th Vice President

KENNETH E. RIGMAIDEN
13th Vice President

JAMES T. CALLAHAN
14th Vice President


**NORTH AMERICA'S
BUILDING TRADES UNIONS**

Value on Display. Every Day.

June 17, 2014

SENT ELECTRONICALLY
(Original Sent Via US Mail)

Mr. Jeff Stark, President
Greater Capital Region Building and
Construction Trades Council
890 Third Street
Albany, NY 12206

Dear Brother Stark:

We are in receipt of your proposed Project Labor Agreement for the East Greenbush Casino in East Greenbush, NY (#1842-14).

After careful review of your submitted PLA, the Committee recommended its approval. Therefore, the Department also gives its approval to proceed.

It is the duty and responsibility of your Council to notify all affiliates of the pre-job conference, whether they have any equity in the project or not. The affiliates can make the decision to attend or not, based on the nature of the pre-job.

With kind personal regards, I am

Sincerely and fraternally,



Brent Booker
Secretary-Treasurer

BB/ka

cc: Project Review Committee (Sent Electronically)



NEW YORK STATE
BUILDING AND CONSTRUCTION TRADES COUNCIL
AFFILIATED WITH BUILDING AND CONSTRUCTION TRADES DEPARTMENT AFL-CIO
890 Third Street; Albany, New York 12206 • Phone 518/435-9108 • Fax 518/435-9204

EXHIBIT B

June 20, 2014

Mr. Jeff Stark
Capital Region Building Trades Council
890 Third Street
Albany, NY 12206

Dear Jeff,

The NYS Building & Construction Trades Council has reviewed the PLA for the East Greenbush Casino Project. The PLA, as revised and submitted on June 20, 2014, is approved.

Thank you.

Sincerely,

James Cahill
President



COLLECTIVE BARGAINING AGREEMENT

EXHIBIT X.B.6

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SARATOGA HARNESS RACING, INC.

AND

NEW YORK HOTEL AND MOTEL TRADES COUNCIL, AFL-CIO

EFFECTIVE

January 1, 2012 - December 31, 2016

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Agreement made this ____ day of January, 2012, by and between Saratoga Harness Racing, Inc., its owner(s) and operator(s) and manager(s), on their own behalf and on behalf of any affiliated or related entity and their respective successors or assigns (collectively, "SHRI", "Company", or "Employer") and the New York Hotel & Motel Trades Council, AFL-CIO, ("Union").

ARTICLE 1. RECOGNITION

- A. SHRI recognizes the Union as the sole and exclusive bargaining agent for all food service employees, and the following titles involved in the VGM operation; cashiers, floor attendants, booth cashiers, drop team members, soft count members, and cleaner/laborers. Specifically excluded are managers, assistant managers, and office clerical and all professional, confidential and supervisory employees, also excluded are all racing and pari-mutuel employees, employees working at the Lodge (provided such employees are not employed directly by SHRI), all maintenance employees, all security and surveillance, marketing and rewards center employees, and any other employees in titles not specified on Schedule 1, hereto. In the event that SHRI opens a new facility on its grounds, SHRI shall remain neutral with respect to the Union's representation of employees of such new facility. If the Union collects cards and the SLRB finds that the Union represents a majority of the bargaining unit employees, then SHRI shall recognize the Union.
- B. The Employer shall give the Union the option to participate in the employee's employee orientation process for new employees for a 15-minute period of time without any representatives of the company present. In advance of each orientation meeting, the Employer shall provide the Union with the date, time, and location of the orientation meeting.

ARTICLE 2. NO LOSS

No Employee shall suffer a loss of hours, hourly or weekly wages, benefits or fringe benefits, or any adverse effect on any other terms or conditions of employment as a result of the execution of this Agreement.

ARTICLE 3. DIGNITY AND RESPECT

The Employer, its officials, representatives, managers, and supervisors shall not abuse or harass any employee, verbally or otherwise, and shall at all times treat employees in a professional, courteous, respectful and dignified manner. The Employer recognizes the integral contribution that employees make to the success of this facility and commits to recognizing those contributions by creating an atmosphere of mutual respect free from harassment.

ARTICLE 4. UNION LEAVE

With consent of the Employer, leaves of absence shall be granted to employees for the purpose of accepting employment with the Union provided that the Union specifies the length of time of the proposed leave of absence. The employees shall suffer no loss of his/her seniority. The Union will pay the wages of the employee and reimburse the Employer for benefit expenses incurred during the leave period.

ARTICLE 5. NO DISCRIMINATION

The Employer agrees not to discriminate against any individual on the basis of race, disability, color, religion, sex, sexual orientation, veteran status, personal political beliefs or associations, age and national origin, citizenship, lawful off-duty activity, marital or domestic partnership status, gender identity or expression, immigration status, membership in the Union or participation in protected concerted activity or any other trait protected under either Federal, state, or local law, nor will it limit, segregate or classify employees in any way

to deprive any individual employee of employment opportunities because of such.

ARTICLE 6. CHECK-OFF & UNION SECURITY

- A. It shall be a condition of employment that all employees, including part-time employees, covered by this agreement and hired on or after the effective date of execution shall on the first day of the month following the completion of the probationary period become and remain members in good standing in the Union.
- B. On filing with SHRI written authorization cards executed by the employees covered herein, and in compliance with applicable laws, SHRI shall deduct from the wages of such employees proper periodic dues, assessments, and initiation fees uniformly required as a condition of membership in the Union. Such deductions shall be made weekly from the wages of each employee who files with SHRI a written assignment authorization dues deduction. Such deductions shall not exceed 50% of the employee's paycheck.
- C. SHRI shall deduct from the wages of those employees who provide written authorization to SHRI, such contributions to the Union P.A.C. as authorized by such employee. Such deductions shall not exceed 50% of the employee's paycheck. The deductions for P.A.C. contributions shall be payable to the New York Hotel and Motel Trades Council, AFL-CIO, P.A.C. no later than the 15th day of the month following the month in which deductions were made.
- D. The Union shall indemnify SHRI against claims that may be made by reason of compliance with this Article.

ARTICLE 7. SHOP STEWARDS

- A. SHRI recognizes the right of the Union to designate Shop Stewards. Reasonable time expended by Shop Stewards in carrying out the agreed upon grievance procedures during regular working hours will be compensated for by SHRI at the employee's regular rate of pay. Upon receipt of approval from SHRI any time expended by Shop Stewards in carrying out all grievance procedures beyond normal working hours shall be compensated for by SHRI at the employee's regular rate of pay.
- B. Shop Stewards shall have no authority to take any strike action or any other action interrupting SHRI's business.
- C. A Shop Steward may be present at all steps of the grievance procedure, as requested by the employee and as required by law.
- D. After a written grievance has been delivered to SHRI, the employee making such grievance may not be interrogated without a Shop Steward being given a reasonable opportunity to be present.
- E. Shop Stewards shall have top seniority in their job classifications for purposes of layoff.
- F. Prior to suspending or discharging a Shop Steward, the Employer shall consult with the Union. Such consultation shall take place within seventy-two (72) hours of the request of the Employer, telephonically if necessary. Failing agreement, the matter may be submitted to expedited arbitration by the Employer. Pending a decision by the Arbitrator upholding the suspension or discharge, the Shop Steward shall remain on the job, except in cases of physical fighting, on the job drug/alcohol abuse, workplace violence, theft, or such related charges. The Arbitrator shall issue his/her decision within ten (10) days of the close of the hearing.

ARTICLE 8. VISITATION

Official representatives of the Union shall be permitted free access (subject to applicable New York State racing and gaming regulations, if any) to the establishment where its members are employed, for the purpose of observing if the conditions of the Agreement are maintained, and for any other reasonable purpose arising out of the operation of this Agreement, provided there is no interference with the business of the Employer.

ARTICLE 9. REGULAR CREWS & HIRING OF EMPLOYEES

- A. All open positions will be posted at a location selected by the Company for at least one (1) week. If all other factors are equal, then the positions will be awarded according to seniority. Qualified internal applicants will have first priority before similarly qualified applicants. An employee promoted to a job classification covered by this Agreement from a lower-paid classification shall be on probation for the first ninety (90) days of employment in the new classification. At any time during this probationary period, the company or the employee may, for any reason, return the employee to that employee's former position without any loss of seniority.
- B. The Union shall offer a job referral system for all job classifications covered under this Agreement, which the Union shall operate in compliance with applicable laws. The job referral system will be operated on a non-discriminatory basis without regard to the employee's membership or non-membership in the Union.
- C. SHRI may reject any job applicant referred by the Union. Upon such rejection, SHRI shall request the Union to furnish additional applicants for the job referral system.
- D. In the event that the Union cannot furnish a list of qualified employees requested by SHRI within twenty-four (24) hours of that request, then SHRI may engage such employees from other sources. SHRI shall notify the Union of such employment within seven (7) working days of the hiring of any such new employee.

ARTICLE 10. SENIORITY

- A. House seniority is defined as an employee's length of service from the initial hire date with the company, provided there has been no loss of seniority under Section D of this Article. Classification seniority is defined as an employee's length of service in their current classification and current part- or full-time status. Each classification shall also have separate full-time and part-time seniority lists.
- B. Classification seniority shall govern the scheduling of shifts, overtime, and vacation time. This section shall not give any employee the right to bump another employee from existing situations except where such situations are created improperly under the provisions of this agreement.
- C. For purpose of layoff and recall, date of initial hire with the company within classification shall govern for employees who have completed their probationary period.
- D. Seniority shall lapse only for the following reasons: resignation; discharge for just cause; and absence as a result of disability, sickness or accident, for a period of twenty-four (24) consecutive months.

ARTICLE 11. PROBATIONARY PERIOD

- A. All employees hired shall be probationary employees for 180 days after being hired.

- B. After the probationary period, no employee may be discharged or disciplined without Just Cause. All discharge notices shall be in writing. Copies of the discharge notice shall be given to the employee and to the Shop Steward.

ARTICLE 12. WAGES & HOURS

A. The minimum straight-time hourly rates of pay and respective classifications covered by this Agreement are set forth in Schedule 1 of this Agreement. Employees with less than one (1) year of employment shall be paid no less than the Schedule 1, First Year Rate. Employees with one (1) year of employment, but less than two (2) years of employment shall be paid no less than the Schedule 1, Second Year Rate. Employees with two (2) or more years employment shall be paid no less than the Schedule 1 Full Rate.

- B. All employees shall receive hourly wage increases in accordance with the following schedule:

January 1, 2012 – 4%
January 1, 2013 – 4%
January 1, 2014 – 4%
January 1, 2015 – 4.5%
January 1, 2016 – 5%

The above listed wage increases shall apply to the minimum wage rates, as set forth in Schedule 1. Any employee whose actual regular hourly rate is more than the applicable Schedule 1 minimum rate shall receive the above listed wage increases on his or her actual regular hourly rate of pay. For example, if, on December 31, 2012, an employee is paid \$10.05 per hour in a non-tipped classification with a then Schedule 1 minimum rate is \$10.00 per hour, then, effective January 1, 2013, s/he will be paid \$10.45 per hour.

- C. Employees will be scheduled by seniority within their respective classification.

D. Effective upon ratification, a part-time employee who reports for work at the request of the Employer, fit, willing and able to work, and is not put to work shall receive: four (4) hours if they normally work four (4) hours or less; six (6) hours if they normally work between four (4) and six (6) hours; full time employees shall receive eight (8) hours pay covering the shift for which s/he reported. Call in pay for employees who regularly work ten (10) hour shifts shall be ten (10) hours.¹

E. No employee shall be permitted to work overtime unless such overtime has been authorized in advance by a manager or supervisor. However, overtime must be paid when authorized or done with the knowledge, actual or constructive, of any manager or supervisor.

F. Employees will be compensated on the basis of one and one-half (1-1/2) times their regular rate of pay for hours worked in excess of forty (40) hours in one work week, eight (8) hours in any one (1) day, or on a sixth (6th) or seventh (7th) consecutive day. Where there is mutual agreement pursuant to Article 13(A) to work four (4), ten (10) hours shifts, overtime will be paid after the employee works more than their regular, mutually agreed upon hours in one (1) day, forty (40) hours in one week, and on the fifth, sixth and seventh consecutive days.

¹ An employee who regularly works eight (8) hour shifts will be given at least thirty (30) days notice before being regularly scheduled for ten (10) hour shifts. Likewise, an employee who regularly works ten (10) hour shifts will be given at least thirty (30) days notice before being regularly scheduled for eight (8) hour shifts.

G. There shall be no overtime during a layoff, including a reduced work week, unless such available work has been offered to employees laid off in the job classification, such offer to be made by reasonable available means of communication

H. Each employee shall be granted at least a thirty minute non-paid meal period for every 8 hours worked. See Article 27.

I. Each employee will be granted at least one 15 minute paid break for every 8 ½ hours actually worked (not including any meal periods).

J. For purposes of this agreement, an employee who is normally scheduled to work more than thirty-six (36) hours per week shall be considered full-time. No full-time employee hired prior to ratification of this Agreement shall suffer any loss of benefits in the event the company cannot provide the employee with sufficient hours to meet the thirty-six (36) hours per week.

K. "Soft Count/Drop Team" members who work their scheduled shift on any day are permitted to leave work and still be paid for their entire shift if they are dismissed by their supervisor and told that they may leave.

L. When employees are asked to extend a shift after the schedule has been posted, there will be no reduction of hours by the company in that same week.

M. Pay for tipped employees² for vacation, sick, holiday, bereavement and jury duty purposes shall be as follows:

1. January 1, 2013: the greater of 1.25 times his/her base hourly wage rate or 1.25 times the statutory minimum rate;
2. January 1, 2014: the greater of 1.50 times his/her base hourly wage rate or 1.25 times the statutory minimum rate;
3. January 1, 2015: the greater of 1.75 times his/her base hourly wage rate or 1.25 times the statutory minimum rate;
4. January 1, 2016: the greater of double his/her base hourly wage rate or 1.25 times the statutory minimum rate.

ARTICLE 13. SCHEDULING

A. The regular work week shall be forty (40) hours per week to be worked during five (5) consecutive days and eight (8) hours per day. Upon mutual agreement between the employee and the Employer, and with the consent of the Union, the regular work week may be four (4) days of up to ten (10) hours per day, in accordance with existing practice.

B. Schedules shall be posted at least five (5) calendar days in advance of the start of the work week and shall not be changed without agreement between the department manager and the employee.

C. The Employer shall not make changes in schedules that are abusive to the rights of employees, are designed to deprive employees of the benefits of this Agreement, or are not justified by legitimate business concerns.

² For purposes of this Agreement, tipped employees are: bartender, bartender/entertainer, busperson, captain, cocktail server, wait staff, server entertainer, bar porter, buffet server, banquet event server.

ARTICLE 14. LONGEVITY PROVISIONS

- A. Longevity Step for Full-Time Employees: After the completion of thirty-six (36) months of service, full-time employees shall be entitled to a 2% longevity step salary increase. At the completion of sixty (60) months of service, full-time employees shall be entitled to a 2% longevity step increase.
- B. Longevity Step for Part-Time Employees: Part-time employees who have completed sixty (60) months of service and who have averaged at least one thousand (1000) hours per year during those sixty (60) months shall be paid a longevity bonus of \$200.00 after the completion of sixty (60) months of service.
- C. For purposes of computing longevity increases, those part time team members who move into a full time position will receive credit for the number of part time hours actually worked. As an example, if a team member had consistently worked twenty hours a week for one year they would receive six months credit toward a longevity increase.

ARTICLE 15. BONUS PROVISIONS

- A. Employees with at least six months continuous service who are on the payroll on December 15 shall receive a special cash bonus of \$200.00 which shall be paid on or before December 24. The \$200.00 bonus shall be pro-rated for part-time employees with at least six months continuous service. The amount of the cash bonus shall be calculated by dividing the number of regularly scheduled hours the part-time employee works by 36 and multiplying by 200. For example, a part-time employee regularly scheduled to work 18 hours shall receive a \$100.00 cash bonus.
- B. For purposes of computing a special cash bonus set forth in paragraph A above, the calculated bonus amount will be grossed up for tax purposes so that the net bonus amount equals the calculated bonus. For example, if a part-time employee is eligible for \$150 based on hours worked, then that amount of the payment will be \$150 after taxes are withheld. If a full-time employee is eligible for the \$200 bonus, the net amount of payment will be \$200 after taxes are withheld.
- C. All employees who are continuously employed for more than 6 months shall be reimbursed one-half their license filing fee after their first 6 months of their employment and the remainder of their license fee after one year of employment. The reimbursement is to be paid in the last pay period of the month.

ARTICLE 16. SPECIAL SIGNING BONUS IN 2012

Employees who have completed their probationary service by December 16, 2011 shall be paid a special signing bonus (in addition to the bonus provisions under Article 12) of \$100.00 to be paid on or before April 1, 2012. The calculated bonus amount will be grossed up for tax purposes so that the net bonus amount equals the calculated bonus. The \$100.00 bonus shall be pro-rated for part-time employees who have completed their probationary period by December 16, 2011. The amount of the cash bonus shall be calculated by dividing the number of regularly scheduled hours the part-time employee works by 32 and multiplying by 100. For example, part-time employee regularly scheduled to work 16 hours shall receive a \$50.00 cash bonus.

ARTICLE 17. SHARED TIPS FOR FLOOR ATTENDANTS AND BOOTH CASHIERS

All floor attendants and booth cashiers will share tips on a weekly basis based upon actual hours worked. To be eligible to share tips, a floor attendant and/or booth cashier must have actually worked during the week. The tips received for the week shall be totaled and then shared among floor attendants and booth cashiers based on the actual hours they each worked during that week. Their tips shall be added to their salary and paid

as part of their regular weekly pay.

ARTICLE 18. CAPTAINS, HEADWAITERS, WAITERS & WAITRESSES

- A. A Headwaiter or Maitre d' shall be considered a Supervisor and excluded from the Collective Bargaining Unit.
- B. Waiters, Waitresses and Bus employees will not regularly be asked to perform in-kitchen or food preparation work. However, such employees shall be expected to bus and clean tables, salt & pepper shakers, ketchup bottles, etc. and perform any similar duties necessary for customer service.

ARTICLE 19. SUPERIOR WORKERS

The wages set forth in this Agreement are minimum scale and in no way prohibit management from rewarding superior workers with higher wage scales.

ARTICLE 20. HEALTH

- A. The Employer shall maintain health insurance under the existing Amalgamated Plan 100 health insurance plan (which includes *inter alia*, prescription, dental care and vision benefits) for all full-time employees commencing on 1st of each month following the completion of the employee's probationary period. For purposes of this Agreement, an employee shall be considered a full time employee if he or she is normally scheduled to work more than 36 hours per week.
- B. Effective the first pay period after ratification, the Employer shall contribute 80% toward the premium payment required for coverage (at the level elected by the employee, e.g., employee only, employee + spouse, children, child, or family) and the employee shall be responsible to pay the balance. Effective January 1, 2013, the Employer shall contribute 85%; effective January 1, 2014, the Employer shall contribute 90%; effective January 1, 2015, the Employer shall contribute 95%; and, effective January 1, 2016, the Employer shall contribute 100%, including any future premium increases. Employee contributions to the premium shall be withheld from the employee's pay, in accordance with the Employer's normal payroll practices.
- C. The parties may substitute a comparable plan which has equal or greater benefits, coverage, and eligibility and which maintains or reduces the cost to employees provided in Paragraph B of this Article. In the event the Employer identifies such a plan, it may present same to the Union for concurrence and, if assent is not attained, the Employer may arbitrate whether the plan satisfies the aforementioned criteria.
- D. Voluntary Opt Out and Opt Down.
 - 1. Employees who are covered by, or who may obtain, alternate coverage, e.g., as a dependent on a spouse's policy, by another employer or the State of New York, may waive health benefits under the health care plan for the plan year by executing a waiver. Any employee who waives his or her right to coverage under the health care plan shall receive \$100.00 per month, less tax deductions. The employee shall provide reasonable proof of alternate coverage requested by the Employer with respect to any proposed waiver.
 - 2. Any Employee who is eligible for family or Two Person Coverage may waive Family or Two Person coverage and receive Individual Coverage. Any Employee who waives his or her right to family or Two Person coverage in favor of Individual coverage shall receive \$50.00 per month, less tax deductions. At

the request of the Employer, the employee shall provide reasonable proof of eligibility for coverage other than single coverage.

3. An employee may decide whether to opt out of coverage altogether or opt out of family or Two Person coverage only once per year at such time as determined by the Employer, and upon choosing to opt out of or opt down in coverage may not revoke his selection until the following annual enrollment period, unless the employee has an election change event which would constitute a change in status event under Section 125 of the Internal Revenue Code and as allowed under Employer's cafeteria plan. In the event of a change in status such employee shall be responsible for notifying the Employer of the event within 30 days of its occurrence and the Employer shall put such employee onto the insurance coverage prospectively as soon as applicable under the terms of the cafeteria plan. The employee shall not receive any payment pursuant to this opt-out provision for any month in which the employee receives coverage, beginning the first pay period when coverage is active.

4. Notwithstanding anything herein to the contrary, effective January 1, 2014, the opt out and opt down options will be revised, if and only if required by affirmative law, to best accomplish the intent of the parties without violating the law. Absent agreement, the issue shall be submitted to binding arbitration in accordance with this Agreement.

ARTICLE 21. PENSION

It is agreed that pension has been bargained for and that in the event that SHRI offers a 401(k) or other pension plan for non-bargaining unit employees, it shall also be offered to full-time bargaining unit employees.

ARTICLE 22. 401(k) PLAN

The Employer shall continue, and employees shall be eligible for, the Employer 401(k), which shall provide for a match of no less than four percent (4%) and immediate vesting. In the event the Employer offers more favorable terms to non-bargaining unit employees, bargaining unit employees shall also be entitled to same.

ARTICLE 23. HOLIDAYS

A. Beginning thirty (30) calendar days after date of hire, all full-time employees shall be eligible for the following paid holidays:

New Years Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving
Day after Thanksgiving
Christmas Day

B. Holiday pay shall be eight (8) hours of pay, except for employees who regularly work ten (10) hour shifts, for whom it shall be ten (10) hours of pay.

C. Eligible Employees who work on any of the above holidays will be paid for hours worked in addition to any holiday pay they may receive.

- D. Part-time employees shall receive holiday pay on a pro rata basis.

ARTICLE 24. VACATION AND SICK DAYS

- A. All regular full-time employees who have been employed by SHRI shall accrue vacation days at a rate of .77 hours for each forty (40) hours actually worked. Although employees will accrue vacation time beginning the first day of employment, vacation cannot be used until the employee has worked ninety (90) days. Any vacation hours accrued during the prior year and not used by the employee before the end of the following year shall be forfeited, i.e. if an employee accrues thirty (30) hours of vacation during calendar 2003 and fails to use at least thirty (30) hours of vacation in 2004, after December 31, 2004, any remaining hours from 2003 are lost. After completion of two (2) years of service, the employee will accrue at the rate of 1.54 hours for every forty (40) hours actually worked. After the fifth anniversary of service, the employee will accrue at the rate of 2.31 hours for every forty (40) hours actually worked.
- B. All employees will accrue sick/personal days at the rate of twenty-four (24) hours per year. Employees will begin accrual beginning the first day of employment, however, employees shall not be entitled to use any sick/personal days for the first ninety (90) days of employment. At the conclusion of three (3) years of employment, the accrual will be increased to thirty-two (32) hours per year. At the conclusion of five (5) years of service, the accrual will be increased to forty (40) hours per year. Employees may carryover sick/personal days up to eighty (80) hours. After eighty (80) hours an employee shall not accrue any additional sick days. Part time employees shall accrue sick/personal days on a pro rata basis.
- C. Seniority and business needs shall be considered by the Employer in determining vacation preference. When the vacation period is authorized and scheduled, the time for taking such vacation shall not be changed unless the change is mutually agreed upon between the employee and the Employer. The Employer shall promptly respond to such requests and not unreasonably deny vacation requests.
- D. Upon termination, employees shall be paid for any accrued but unused vacation.

ARTICLE 25. BEREAVEMENT PAY

A paid leave of absence may be granted, at the employee's daily rate as set forth in the Wage Schedule, to any regular employee if there is a death in the immediate family for a maximum period of three (3) days immediately following the death, but payment shall be made only for such of the three (3) days which falls on a regularly scheduled working day. For the purpose of the Agreement, a death in the immediate family shall be deemed to mean death of father, mother, husband, domestic partner, wife, sister, brother, children, father in-law, mother in-law, grandparent or grandchildren. SHRI reserves the right to request proof of death.

ARTICLE 26. JURY DUTY

Regular Full Time Employees who are subpoenaed for jury service shall be paid time lost as a result of such jury duty at the regular rate of pay (or, for tipped employees in accordance with Article 12(M), minus the amount of compensation received for such jury service. Employees called for jury service shall notify the Employer immediately upon receipt of subpoena. The employees agree to cooperate with the Employer in making requests for postponement of jury duty where business conditions require same. Part time employees shall receive jury duty for the number of hours for which they would typically have been scheduled each day.

ARTICLE 27. MEALS

For each shift worked, SHRI will provide each employee fountain soft drinks, coffee and fountain juice at no cost to the employee. In addition, SHRI will provide each employee with a discounted meal at a price not to exceed \$2.50 per meal.

ARTICLE 28. LOCKER ROOM

The Employer agrees to continue to provide adequate locker space for employees customarily provided with locker space. The Employer shall continue to provide safe, clean and sanitary places for eating and changing clothes and washroom facilities.

ARTICLE 29. UNIFORMS

Employees uniforms (excluding normal wearing apparel) required by SHRI will be supplied by SHRI. It will be the employees' responsibility to clean the uniform and maintain the uniform. The Company may charge the employee for lost or damaged uniforms, reasonable wear and tear excepted.

ARTICLE 30. SHORTAGES

Employees may not be required to reimburse the Employer nor be held in any way financially responsible for breakage, shortages, or walkouts.

ARTICLE 31. GRIEVANCE AND ARBITRATION PROCEDURE

- A. All complaints, disputes or grievances arising between the parties hereto involving questions or interpretation or application of any clause of this Agreement, or any acts, conduct or relations between the parties, directly or indirectly, which shall not have been adjusted by and between the parties involved shall be referred to a permanent umpire(s) to be known as the Impartial Chairperson or Arbitrator, and his/her decision shall be final and binding upon the parties hereto. In addition, any questions regarding arbitrability, substantive, procedural, or otherwise, or regarding the Impartial Chairperson's jurisdiction or authority shall be submitted exclusively to the Impartial Chairperson for final and binding resolution, whose decision shall be final and binding on the parties hereto and the parties waive any right to challenge such determination by the Impartial Chairperson regarding arbitrability, jurisdiction or authority in any other forum.
- B. The parties shall, where appropriate, attempt to amicably resolve grievances prior to submitting them to arbitration. Where appropriate, the parties may agree to submit to mediation before the Hotel Association of New York City, Inc. Labor Manager prior to arbitration.
- C. In the event of a willful default by either party in appearing before the Impartial Chairperson, after due written notice shall have been given to the said party, the Impartial Chairperson is hereby authorized to render a decision upon the testimony of the party appearing.
- D. The parties consent that any papers, notices or process, including subpoenas, necessary or appropriate to initiate or continue an arbitration hereunder or to enforce or confirm an award, may be served by ordinary mail directed to the last known address of the parties or their attorneys, or when authorized by the Impartial Chairperson, by telegram, fax, e-mail or telephone.
- E. The parties consent that all non-delegate discharge mediations and arbitration hearings shall be heard at the facility and that all emergency arbitration hearings and delegate discharge hearings shall be heard at

the Office of the Impartial Chairperson located at 321 West 44th Street in the City of New York. All contract interpretation arbitration hearings shall be held at the facility unless an Arbitrator from the Office of the Impartial Chairperson is unavailable to hold a hearing at the facility within sixty(60) days of the filing of the request for arbitration with the Office of the Impartial Chairperson.

- F. The Arbitrator shall have the authority to issue any remedy s/he deems necessary to fully and effectively remedy any complaint, grievance or violation, ensure compliance with this Agreement, and prevent future violations, including, but not limited to equitable and monetary relief, provided that s/he shall be limited to awarding back pay to an affected employee to the period commencing three (3) years from the date the grievance or complaint was first raised with the Employer by the Union or an employee, unless a longer period is provided for by applicable law.
- G. The Impartial Chairperson may call such arbitration hearing on giving five (5) days' notice to all of the interested parties. The Impartial Chairperson, however, may call a hearing on shorter notice if s/he deems it appropriate.
- H. The compensation of the Impartial Chairperson and his/her proper and necessary expenses shall be shared and paid equally by the Employer and the Union.
- I. The Impartial Chairperson shall be the panel established in the Industry Wide Agreement between the Union and Hotel Association of New York City, Inc.
- J. The decision rendered by the Impartial Chairperson shall have the effect of a judgment entered upon an award made, entitling the entry of a judgment in a court of competent jurisdiction against the defaulting party who fails to carry out or abide by such decision.

K. Right to Information.

- 1. **Right to Information.** The Employer acknowledges that the Union has a right to information relevant to its relationship with the Employer and its role as representative of the employees. The Union shall be entitled to any information relevant or necessary to enforcing this Agreement; investigating or prosecuting possible violations, grievances and complaints; and fulfilling its role as bargaining representative. The Union shall further be entitled to any information relevant to representing workers in disputes with the Employer and fulfill its obligations as exclusive bargaining representative. Nothing in this Article shall limit or reduce the Union's right to information pursuant to the National Labor Relations Act.
- 2. **Prompt Provision of Information.** The Employer shall promptly and completely respond to all requests for information by the Union.
- 3. The Employer shall electronically transmit to the Union any information to which the Union is entitled in a mutually agreed upon electronically searchable and importable form and format, except where such information cannot be put in such electronic format.

L. Discipline and Discharge

- 1. No discipline or discharge shall be made without just cause.
- 2. Discussions regarding job performance shall be conducted respectfully and never in the presence of guests or in public areas.

3. All written discipline will be issued within ten (10) calendar days of the date on which the Employer knew or should have reasonably known of the alleged violation. However, by mutual agreement, either party may extend the time within which discipline will be issued. Written warnings must include the date and events for which the warning is issued. Failure to issue written notice to an employee of an alleged infraction as required herein will cause the warning to be null and void. Employees shall be notified at the time of receiving discipline of their right to respond in writing and shall have such response attached to the discipline in the employee's personnel file.
4. Employees shall be notified of their right to have a Union representative present during any discipline. Should a Union steward be unavailable, the meeting shall be rescheduled to allow participation by a Union steward.
5. All misconduct notices for employees will expire twelve (12) months after their date of issuance and may not be used in any subsequent proceedings, provided that, with regard to discipline for attendance, tardiness, or absence ("Attendance Discipline"), the employee has not received any further Attendance Discipline during such twelve (12) month period. Misconduct notices issued for unlawful harassment and/or workplace violence will expire twenty-four (24) months after their date of issuance and may not be used in any subsequent proceedings, provided the employee has not received any further discipline for unlawful harassment and workplace violence during such twenty-four (24) month period.

M. Underpayment

In any circumstance of willful underpayment of an employee, the Employer shall be subject to a fifteen percent (15%) penalty payable to the employee in addition to any monies owed.

ARTICLE 32. UNION BUTTONS

Employees will be permitted to wear Union buttons provided they are less than 1.5 inch in diameter, provided, however, the button does not block or interfere with employee identification buttons required by SHRI.

ARTICLE 33. HEALTH AND SAFETY

- A. General. The Employer and Union agree that the safety and health of employees is of paramount concern. Accordingly, the Employer agrees to provide a safe and healthy work environment. The Employer further agrees to provide such training and equipment, adopt procedures and safeguards, and make repairs or modifications to its facility as required by law or this Article in order to provide a safe and healthy work environment.
- B. Ventilation. The Employer shall provide sufficient ventilation and air temperature for a safe and healthy working environment.
- C. Safety Equipment. The Employer shall provide and maintain personal protective equipment and devices required under this Article at the Employer's expense (e.g., respirators, goggles, etc.).
- D. Right to Refuse Unsafe Assignment. An employee may refuse a work assignment if s/he has a reasonable good faith belief that such assignment subjects him/her to unusually dangerous conditions which are not normally part of the job. Prior to exercising his/her rights under this Article, the employee shall promptly notify management of the perceived unsafe condition. The Employer may not discriminate or retaliate against an employee for exercising his/her right hereunder.

ARTICLE 34. BULLETIN BOARD

A bulletin board shall be provided on which the Union may post official Union notices.

ARTICLE 35. NO STRIKE OR LOCKOUT

Both the Union and the Employer recognize the service nature of the Employer business and the duty of the Employer to render continuous and hospitable service to the public. Therefore, the Union agrees that it will not call, engage in, participate in, or sanction any strike, sympathy strike, stoppage of work, picketing of the facility, sit-down, sit-in, boycott, refusal to handle merchandise, or any other interference with the conduct of the Employer's business, for any reason whatsoever, nor will it interfere with any guest at the facility. It is also agreed that during the term of this Agreement there shall be no lockout of employees by the Employer. The "no strike no lockout" provisions hereof shall not apply in the event either party fails to abide by an award or decision of the Impartial Chairperson within three (3) business days after issuance. Any disputes regarding this Article, as with any other provision of this Agreement, shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 36. MANAGEMENT'S RIGHTS

The management of the business and the direction of the employees including but not limited to, the right to hire, promote, assign work, transfer, discipline and discharge for just cause, schedule working hours, hours of operation, overtime and working days, layoff for lack of work, make and enforce reasonable work rules are vested exclusively in the Employer except as expressly limited and set forth in writing in this Agreement and by law.

ARTICLE 37. ADEQUATE SUPPLIES

The Employer shall provide employees with supplies and equipment needed for the timely, safe, efficient and effective performance of their duties. No employee may be disciplined or discharged as a result of the Employer's failure to fulfill this obligation.

ARTICLE 38. COMBINATION JOBS

A. If an employee is assigned to perform the work of a higher compensated classification for less than four (4) hours (except in the case of non-tipped employees covering a coworker in the same department's break for cumulatively less than one (1) hour), he or she shall be compensated at the higher rate for each hour or portion thereof performing the work of the higher compensated classification. If an employee performs or is assigned to perform the work of a higher compensated classification for four (4) hours or more, he or she shall be compensated at the higher rate for the entire shift. If an employee performs or is assigned to perform the work of a higher compensated classification during more than one (1) shift in any week, he or she shall be compensated at the higher rate for the entire week.

B. The Employer may not assign or require an employee to perform the work of another classification if any employee in such classification is on layoff or reduced work week, except where occasioned by call outs with less than two (2) hours notice of at least fifty percent (50%) of such classification, and then only where the Employer has offered the laid off employee the work,

ARTICLE 39. SPECIAL FUNCTIONS

A. A guaranteed gratuity of fifteen percent (15%) will be distributed amongst all tipped employees

involved in the serving of a special function. Effective January 1, 2013, a guaranteed gratuity of fifteen and one half percent (15.5%) will be distributed amongst all tipped employees involved in the serving of a special function (except those functions booked as of the date this Agreement is ratified, on which the gratuity shall continue to be fifteen percent (15%)).

- B. Fifteen percent (15%) of the retail price on any give-aways, promotions, or similar activities shall be distributed amongst all tipped employees involved in the serving of the function. Effective January 1, 2013, Fifteen percent and one half percent (15.5%) of the retail price on any give-aways, promotions, or similar activities shall be distributed amongst all tipped employees involved in the serving of the function (except those functions booked as of the date this Agreement is ratified, on which the gratuity shall continue to be fifteen percent (15%)).
- C. If the function requires a service bartender, the bartender will be compensated at the service bartender's rate with a minimum of four (4) hours pay.
- D. On all parties over eight (8) customers, where there is a single person responsible for payment, there will be an automatic gratuity of at least fifteen (15%) percent added to the check. Such gratuity will be distributed amongst the tipped employees.

ARTICLE 40. CHANGE OF STATUS/IMMIGRATION

- A. **Union Notification.** In the event that a post-probationary employee has a problem with his/her right to work in the United States, or in the event the U.S. Citizenship and Immigration Services (USCIS) or other agency specifically notifies the Employer of its intent to conduct an audit or investigation or serves a warrant relating to employees' authorization to work, the Employer shall notify the UNION in writing as soon as the problem is known. Upon the Union's request, the Employer shall meet with the Union to discuss the nature of the problem. Whenever possible, and to the extent permitted by law, the meeting shall take place before any action is taken by the Employer, but the Employer shall not be required to postpone such audits or meetings with agencies.
- B. **Unpaid Leave.** Upon request, employees shall be released for a total of five (5) unpaid working days per each rolling twelve (12) month period, in order to attend USCIS proceedings and any related matters for the employee only. The employee shall submit proof of such proceedings and attendance by the employee to the Employer.
- C. **Reinstatement.**
 - 1. A post-probationary employee who is not authorized to work in the United States and whose employment has been terminated for this reason shall be immediately reinstated to the next week's schedule to his/her former classification without loss of prior seniority provided the employee produces proper work authorization within twelve (12) months of the date of termination. Employees shall not accrue vacation or other benefits during such absence.
 - 2. If the employee needs additional time, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without retaining seniority, upon the former employee providing proper work authorization within a maximum of twelve (12) additional months from the time noted in Article 40(C)(1) above. The Union may grieve and arbitrate any subsequent failure to complete probation if arbitrary or capricious or an abuse of this provision.
- D. **No-Match Letters.** The Employer who receives a "No-Match" letter agrees to take any and all reasonable steps necessary to resolve the discrepancy prior to effectuating any adverse employment action in order to be consistent with applicable federal law, regulations, or enforcement guidelines.

E. **New Legislation.** The parties acknowledge that federal legislation, regulations or enforcement guidelines ("law") are currently being considered pertaining to the rights of immigrants. The parties agree that they will meet and negotiate if changes in the law materially impact the rights and obligations outlined in Article 40 (A) through (D). If the parties are unable to resolve issues pertaining to any such changes in the federal law, the issue shall then be submitted for resolution to the Office of the Impartial Chairperson. The Impartial Chairperson will have the right to consider expert testimony.

F. **Change in Name or Social Security Number:** No employee covered by this Agreement shall suffer the loss of seniority, compensation or IWA benefits due to any change in the employee's name or social security number, provided that the new social security number is valid and the employee is authorized to work in the United States.

G. **No Discrimination or Retaliation:** The Employer may not discriminate or retaliate against any employee, including for engaging in union or protected and concerted activity or enforcing this Agreement, by inquiring into or using an employee's work authorization status.

H. **No Voluntary Authorization Programs:** Unless required by law, the Employer shall not use voluntary work authorization programs, such as e-Verify, for any non-probationary employees.

I. **No Re-verification:** Unless required by law, the Employer shall not re-verify unexpired work authorization documents which are facially valid.

J. **Pre-1986 Employees:** Except as required by law, no employee continuously employed as of November 6, 1986 (or before as amended by Congress) shall be required to document his or her immigration status.

ARTICLE 41. BANKRUPTCY

A. The Employer shall advise the Union, in writing by electronic mail or fax, as soon as reasonably practicable of, and in any event immediately upon the Employer's knowledge or receipt of notice of, the filing of any bankruptcy, state court receivership or similar proceeding which would affect bargaining unit employees or this Agreement. The Employer shall provide electronic copies of any papers filed in connection with any such proceeding, in addition to any other relevant information requested by the Union.

B. It is acknowledged that Section 2(1) and (2) of the National Labor Relations Act include trustees and receivers within the definition of person and, therefore, Employer, and that trustees and receivers are successors subject to Article 59 of this Agreement.

C. In the event a motion is made pursuant to Section 1113 of the Bankruptcy Code, or similar statute, that would have the effect of modifying this Agreement, the Union shall have the right to submit the issue of whether the provisions of Article 38 (other than those regarding arbitration) may terminate to the Office of the Impartial Chairperson on an expedited basis.

D. In the event this Agreement is modified pursuant to Section 1113 of the Bankruptcy Code or similar statute, any provisions so modified shall, unless the parties agree otherwise, revert to their original terms immediately upon the sooner of (i) the discharge or termination of the bankruptcy or (ii) expiration of any interim period for the modifications set by the Court.

ARTICLE 42. LIE DETECTORS

Under no circumstances shall any bargaining unit employee be asked or required as a condition of employment to take or submit to any lie detector or similar test unless positively required by applicable New York State gaming and racing regulations, if any.

TICLE 43. NO CONTRACTING OUT

The Employer shall not subcontract bargaining unit work that was not contracted out in the predecessor agreement.

ARTICLE 44. NO UNLAWFUL ASSIGNMENTS

The Employer may not request that bargaining unit perform or fail to perform any task or duty that would constitute a violation of any applicable law, statute or regulation. No employee may be disciplined as a result of refusing such directive.

ARTICLE 45. SEVERANCE PAY

- A. Severance pay shall be paid to each affected employee with not less than one (1) year of service in the event of termination resulting from (1) the closing of the facility, a restaurant, operation, or department, (2) technological change, or (3) the conversion of use of the employer's premises.
- B. Severance pay shall be calculated as follows: (i) an amount equal to five (5) days of regular wages (or, in the case of tipped employees, the tipped employee benefit day rate) for each year of service; and (ii) for associates participating in the health plan at the time of termination a lump sum equal to three (3) months continuing health benefits under COBRA. Unless otherwise proven, all employees laid off within six (6) months of a permanent closing, conversion or other trigger shall be presumed to have been terminated as a result of the closing, conversion or other trigger and shall be therefore eligible for severance pay.
- C. In connection with the foregoing, the Employer shall issue, and send to the Union for distribution, checks made payable to the individual employees entitled to severance pay in accordance with the foregoing formula. The Employer agrees to make all statutory tax withholdings prior to transmittal of the checks to the Union for distribution. Payment shall be computed to the nearest quarter year.

ARTICLE 46. EMPLOYEE PRIVACY

The Employer shall respect the employees' right to privacy. The Employer may not divulge any data or information regarding an employee, including, but not limited to, his/her social security number, address, or phone number to any individual or entity other than the Union, the Benefit Funds, and New York State Racing and Wagering Board, New York State Division of the Lottery, New York State Liquor Authority or any other state or federal gaming, racing or similar regulatory agency, without the express written authorization of the employee or unless otherwise required by law or necessary to ensure compliance with this agreement.

ARTICLE 47. BARGAINING UNIT WORK

Work that is the normal assignment of bargaining unit members shall be performed by bargaining unit members. Non bargaining unit personnel may perform such work in the same manner and amount as heretofore and, even then, only if (i) no bargaining unit employee is on layoff, reduced work week, or otherwise adversely affected and (ii) such work is not sufficient to justify the addition of another bargaining unit member.

ARTICLE 48. SEPARABILITY

Should any part hereof or any provision herein contained be rendered or declared illegal, unenforceable, or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency or by award of the Office of the Impartial Chairperson, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal, unenforceable, or an unfair labor practice and, failing agreement, submit the matter to the Office of the Impartial Chairperson for resolution. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 49. UPSTATE IWA

In the event the Hotel Association of New York City, Inc. ("Association") and the Union negotiate an Upstate Industry Wide Agreement ("Upstate IWA") at a later date, the parties agree to meet and discuss mutually agreeable modifications of this Agreement to conform with such.

ARTICLE 50. PAYROLL ERRORS

In the event of a payroll error, the employee shall be paid within two (2) business days of when the error is discovered and verified.

ARTICLE 51. SUCCESSORS & ASSIGNS

- A. This Agreement shall be binding upon the successors and assigns of the parties hereto, and 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 either party hereto or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership, operation, or management of either party hereto. Any successor owner, operator and manager shall assume all of the obligations under this Agreement of the prior owner, operator and manager of the facility or concession to the employees, the Union or any of the funds to which Employers are required to contribute hereunder.
- B. Each owner, operator and manager, as applicable, shall make it a written material condition of any transaction of any kind whatsoever which transfers majority ownership, management, or operational control of the facility or Concessionaire such that any party ("transferee") assuming such majority ownership, management or operational control must assume and be bound in writing to this Agreement.
- C. A successor, assign, transferee, receiver, or trustee shall assume all obligations of the predecessor, assignor or transferor, including those agreements and practices supplementing this Agreement. Every successor, assign and transferee shall execute an assumption agreement substantially similar to the following not less than ten (10) days prior to any transfer or change covered by this Article:

ASSUMPTION AGREEMENT

Agreement made as of this ___ day of ___ 20___, by and between [OWNER/PURCHASER NAME] and [MANAGER/OPERATOR NAME, IF DIFFERENT] its managing agent, on their own behalf and on behalf of any affiliated or related entity and any current or future owner, manager or operator of Saratoga Harness

Racing, Inc., and their respective successors or assigns (collectively, "Successor"), and the New York Hotel and Motel Trades Council, AFL-CIO ("Union").

Whereas, Successor has agreed to [PURCHASE/MANAGE/OPERATE] Saratoga Harness Racing, Inc. ("facility") from the current [OWNER/MANAGER/OPERATOR ("Predecessor")];

Whereas, the Predecessor is bound to a collective bargaining agreement ("CBA");

Whereas, Article 51 of the CBA requires any entity which acquires a management, operation or ownership interest at the facility be bound to the CBA;

Whereas, the Successor agrees that it is a successor to the obligations under the CBA;

Now, therefore it is agreed:

1. Successor agrees that it shall retain all current bargaining unit employees, whose employment will continue uninterrupted and without loss of seniority, compensation, benefits or fringe benefits, no adverse effect on other terms and conditions of employment, subject to the CBA and applicable law.

2. Successor agrees that, effective as of the date of the closing, it has assumed, adopted and is bound by all of the terms, both economic and non-economic, of the CBA.

3. By virtue of the closing, Successor acknowledges that no new verification of currently valid I-9 forms will be necessary.

4. Effective immediately any and all disputes between the parties or regarding the interpretation or application of this Agreement shall be subject to the grievance and arbitration provisions of the CBA, the entirety of which is incorporated herein by reference.

FOR THE UNION

FOR THE SUCCESSOR (on behalf of each owner, operator and manager)

By:

Name:
Title:
Authorized to Sign
Dated:

By: _____
Name:
Title:
Authorized to Sign
Dated:

D. Not less than thirty (30) business days prior to the closing of the transaction, the Employer shall give the Union notice in writing of the transaction and the notice to the Union will provide the full and complete identity of the transferee, together with a duly executed copy of the pertinent portion of the transaction agreement pursuant to which the transferee agrees to assume this Agreement.

E. Said notice will be held by the Union in strict confidence and the Union, upon request of the Employer, will agree to a confidentiality pledge upon terms mutually acceptable to the Employer and the Union, provided, however, that such confidentiality pledge will be ineffective upon the Employer's violation of this Article. If the Union is provided with a signed copy of the portion of the agreement where the transferee agrees to assume this Agreement, the Union will not contact the transferee prior to the closing.

F. The Employer and Union agree that if a determination is made by the Impartial Chairperson that a violation of this Article has occurred, then in such case, the violation will be deemed to be irreparably harmful to the Union and its members. In such event, the Union may seek such relief as is necessary to redress and remedy such violation and irreparable harm, including, but not limited to, the award of monetary damages and/or injunctive relief either from the Office of the Impartial Chairperson, the National Labor Relations Board, a court of competent jurisdiction or such other forum as deemed appropriate by the Union.

ARTICLE 52. CARD CHECK

The Employer agrees to be bound to the neutrality/card check and growth provisions of the Industry-Wide Collective Bargaining Agreement of the Hotel Association of New York City, Inc., effective July 1, 2006 through June 30, 2012 ("IWA") and successor IWA with regard to hotels, concessionaires, and gaming facilities and/or operations.

ARTICLE 53. DURATION


This Agreement shall be effective upon full ratification and shall expire at 12:01 a.m. on January 1, 2017.

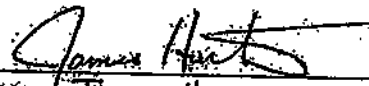
ARTICLE 54. RATIFICATION

This Agreement shall be subject to ratification.

UNION

EMPLOYER

By: 
Peter Ward
President
Authorized to Sign

By: 
Name: James Hartman
Title: EVP/COO
Authorized to Sign

SCHEDULE 1 – 1ST YEAR MINIMUM RATE

Classification	1/1/12	1/1/13	1/1/14	1/1/15	1/1/16
Booth Cashier	\$9.88	\$10.28	\$10.69	\$11.17	\$11.73
Lead Booth Cashier	\$10.92	\$11.36	\$11.81	\$12.34	\$12.96
Bartender	\$6.24	\$6.49	\$6.75	\$7.05	\$7.41
Busperson	\$5.20	\$5.41	\$5.62	\$5.88	\$6.17
Captain	\$6.03	\$6.27	\$6.52	\$6.82	\$7.16
Concession Cashier	\$9.10	\$9.46	\$9.84	\$10.29	\$10.80
Cocktail Server	\$4.78	\$4.98	\$5.17	\$5.41	\$5.68
Commissary Clerks	\$9.10	\$9.46	\$9.84	\$10.29	\$10.80
Warehouse Selector	\$9.10	\$9.46	\$9.84	\$10.29	\$10.80
Concession Worker	\$9.10	\$9.46	\$9.84	\$10.29	\$10.80
Lead Concession Worker	\$9.62	\$10.00	\$10.40	\$10.87	\$11.42
Cooks	\$11.44	\$11.90	\$12.37	\$12.93	\$13.58
Dishwasher	\$9.10	\$9.46	\$9.84	\$10.29	\$10.80
Pantry Worker	\$9.10	\$9.46	\$9.84	\$10.29	\$10.80
Waitstaff	\$4.78	\$4.98	\$5.17	\$5.41	\$5.68
Floor Attendant	\$8.32	\$8.65	\$9.00	\$9.40	\$9.87
Lead Floor Attendant	\$9.36	\$9.73	\$10.12	\$10.58	\$11.11
Drop Team Member	\$9.36	\$9.73	\$10.12	\$10.58	\$11.11
Lead Drop Team Member	\$10.40	\$10.82	\$11.25	\$11.75	\$12.34
Service Bartender	\$9.36	\$9.73	\$10.12	\$10.58	\$11.11
Soft Count Member	\$9.88	\$10.28	\$10.69	\$11.17	\$11.73
Cleaner/Laborer	\$9.10	\$9.46	\$9.84	\$10.29	\$10.80
Lead Cleaner Laborer	\$10.14	\$10.55	\$10.97	\$11.46	\$12.03
Bartender Entertainer	\$6.50	\$6.76	\$7.03	\$7.35	\$7.71
Server Entertainer	\$4.78	\$4.98	\$5.17	\$5.41	\$5.68
Bar Porter	\$6.24	\$6.49	\$6.75	\$7.05	\$7.41
Specialty Chef	\$12.48	\$12.98	\$13.50	\$14.11	\$14.81
Buffet Server	\$5.72	\$5.95	\$6.19	\$6.47	\$6.79
Host/Hostess	\$9.10	\$9.46	\$9.84	\$10.29	\$10.80
Banquet Event Server	\$4.88	\$5.07	\$5.28	\$5.51	\$5.79

This wage schedule reflects an increase in wages in accordance with the following schedule: effective and retroactive to January 1, 2012, 4%; effective January 1, 2013, 4%; effective January 1, 2014, 4%; effective January 1, 2015, 4.5%; and effective January 1, 2016, 5%.

SCHEDULE 1 – 2ND YEAR MINIMUM RATE

Classification	1/1/12	1/1/13	1/1/14	1/1/15	1/1/16
Booth Cashier	\$10.73	\$11.16	\$11.61	\$12.13	\$12.74
Lead Booth Cashier	\$11.77	\$12.24	\$12.73	\$13.31	\$13.97
Bartender	\$6.69	\$6.95	\$7.23	\$7.56	\$7.94
Busperson	\$6.43	\$6.68	\$6.95	\$7.26	\$7.63
Captain	\$6.34	\$6.60	\$6.86	\$7.17	\$7.53
Concession Cashier	\$9.57	\$9.95	\$10.35	\$10.81	\$11.36
Cocktail Server	\$5.02	\$5.22	\$5.43	\$5.68	\$5.96
Commissary Clerks	\$9.45	\$9.83	\$10.23	\$10.69	\$11.22
Warehouse Selector	\$9.45	\$9.83	\$10.23	\$10.69	\$11.22
Concession Worker	\$9.57	\$9.95	\$10.35	\$10.81	\$11.36
Lead Concession Worker	\$10.61	\$11.03	\$11.47	\$11.99	\$12.59
Cooks	\$11.91	\$12.38	\$12.88	\$13.46	\$14.13
Dishwasher	\$9.64	\$10.03	\$10.43	\$10.90	\$11.44
Pantry Worker	\$9.64	\$10.03	\$10.43	\$10.90	\$11.44
Waitstaff	\$5.02	\$5.22	\$5.43	\$5.68	\$5.96
Floor Attendant	\$9.57	\$9.95	\$10.35	\$10.81	\$11.36
Lead Floor Attendant	\$10.61	\$11.03	\$11.47	\$11.99	\$12.59
Drop Team Member	\$10.73	\$11.16	\$11.61	\$12.13	\$12.74
Lead Drop Team Member	\$11.77	\$12.24	\$12.73	\$13.31	\$13.97
Service Bartender	\$10.43	\$10.85	\$11.28	\$11.79	\$12.38
Soft Count Member	\$10.73	\$11.16	\$11.61	\$12.13	\$12.74
Cleaner/Laborer	\$9.91	\$10.31	\$10.72	\$11.20	\$11.76
Lead Cleaner Laborer	\$10.95	\$11.39	\$11.84	\$12.38	\$13.00
Bartender Entertainer	\$8.57	\$8.91	\$9.27	\$9.69	\$10.17
Server Entertainer	\$5.90	\$6.13	\$6.38	\$6.66	\$7.00
Bar Porter	\$6.43	\$6.68	\$6.95	\$7.26	\$7.63
Specialty Chef	\$12.85	\$13.37	\$13.90	\$14.53	\$15.26
Buffet Server	\$6.43	\$6.68	\$6.95	\$7.26	\$7.63
Host/Hostess	\$9.37	\$9.75	\$10.14	\$10.59	\$11.12
Banquet Event Server	\$5.02	\$5.22	\$5.43	\$5.68	\$5.96

This wage schedule reflects an increase in wages in accordance with the following schedule: effective and retroactive to January 1, 2012, 4%; effective January 1, 2013, 4%; effective January 1, 2014, 4%; effective January 1, 2015, 4.5%; and effective January 1, 2016, 5%.

SCHEDULE 1 – FULL MINIMUM RATE

Classification	12/31/11	1/1/12	1/1/13	1/1/14	1/1/15	1/1/16
Booth Cashier	\$11.28	\$11.73	\$12.20	\$12.69	\$13.26	\$13.92
Lead Booth Cashier	\$12.28	\$12.77	\$13.28	\$13.81	\$14.43	\$15.16
Bartender	\$7.03	\$7.31	\$7.60	\$7.91	\$8.26	\$8.68
Busperson	\$6.76	\$7.03	\$7.31	\$7.60	\$7.95	\$8.34
Captain	\$6.67	\$6.94	\$7.21	\$7.50	\$7.84	\$8.23
Concession Cashier	\$10.06	\$10.46	\$10.88	\$11.32	\$11.83	\$12.42
Cocktail Server	\$5.28	\$5.49	\$5.71	\$5.94	\$6.21	\$6.52
Commissary Clerks	\$9.94	\$10.34	\$10.75	\$11.18	\$11.68	\$12.27
Warehouse Selector	\$9.94	\$10.34	\$10.75	\$11.18	\$11.68	\$12.27
Concession Worker	\$10.06	\$10.46	\$10.88	\$11.32	\$11.83	\$12.42
Lead Concession Worker	\$11.06	\$11.50	\$11.96	\$12.44	\$13.00	\$13.65
Cooks	\$12.52	\$13.02	\$13.54	\$14.08	\$14.72	\$15.45
Dishwasher	\$10.14	\$10.55	\$10.97	\$11.41	\$11.92	\$12.52
Pantry Worker	\$10.14	\$10.55	\$10.97	\$11.41	\$11.92	\$12.52
Waitstaff	\$5.28	\$5.49	\$5.71	\$5.94	\$6.21	\$6.52
Floor Attendant	\$10.06	\$10.46	\$10.88	\$11.32	\$11.83	\$12.42
Lead Floor Attendant	\$11.06	\$11.50	\$11.96	\$12.44	\$13.00	\$13.65
Drop Team Member	\$11.28	\$11.73	\$12.20	\$12.69	\$13.26	\$13.92
Lead Drop Team Member	\$12.28	\$12.77	\$13.28	\$13.81	\$14.43	\$15.16
Service Bartender	\$10.97	\$11.41	\$11.87	\$12.34	\$12.90	\$13.54
Soft Count Member	\$11.28	\$11.73	\$12.20	\$12.69	\$13.26	\$13.92
Cleaner/Laborer	\$10.42	\$10.84	\$11.27	\$11.72	\$12.25	\$12.86
Lead Cleaner Laborer	\$11.42	\$11.88	\$12.35	\$12.85	\$13.42	\$14.10
Bartender Entertainer	\$9.01	\$9.37	\$9.75	\$10.14	\$10.59	\$11.12
Server Entertainer	\$6.20	\$6.45	\$6.71	\$6.97	\$7.29	\$7.65
Bar Porter	\$6.76	\$7.03	\$7.31	\$7.60	\$7.95	\$8.34
Specialty Chef	\$13.51	\$14.05	\$14.61	\$15.20	\$15.88	\$16.67
Buffet Server	\$6.76	\$7.03	\$7.31	\$7.60	\$7.95	\$8.34
Host/Hostess	\$9.85	\$10.24	\$10.65	\$11.08	\$11.58	\$12.16
Banquet Event Server	\$5.28	\$5.49	\$5.71	\$5.94	\$6.21	\$6.52

This wage schedule reflects an increase in wages in accordance with the following schedule: effective and retroactive to January 1, 2012, 4%; effective January 1, 2013, 4%; effective January 1, 2014, 4%; effective January 1, 2015, 4.5%; and effective January 1, 2016, 5%.

SIDE LETTER

- (1) The Employer and its affiliated and related entities shall abide and be bound by the neutrality and card check provisions set forth in Paragraph 5 hereof effective July 1, 2001 with respect to Hotels, Concessionaires and gaming facilities in the five (5) boroughs of New York City and effective February 3, 2012 with respect to Hotels, Concessionaires and gaming facilities in the remainder of the Greater New York City Metropolitan Area, Northern and Central New Jersey, and the New York State Capital District, defined below. It is understood that Article 52 does not cover passive investors holding only class B, non-voting stock in SHRI, who do not directly or indirectly control the Employer.
- (2) 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, 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.
- (3) The Employer shall notify the Union, in writing, at least thirty (30) days prior to the commencement of hiring of employees in a property covered by this Article. Such notice must contain the name, address and number of rooms in the property; the projected opening date; the name(s) of each owner, management company and operator of the property; the number of employees expected to be hired in each classification and the wages and benefits available to applicants, if hired; and information on the application process for such positions.
- (4) The Employer may not evade its obligations under the Collective Bargaining Agreement ("CBA") or Article 52 thereof by entering into any transaction nor by creating any entity. Any such act shall be a violation of this Agreement, and the same, including any and all disputes in reference thereto or with respect to any of the foregoing provisions, shall be submitted to the Impartial Chairperson as any other dispute under this Agreement.

Company Name

Address

Dear _____:

This letter agreement will confirm the discussions we have had regarding the procedures to be followed by the New York Hotel & Motel Trades Council ("Union") to organize certain employees at hotels, concessionaires and gaming facilities within the five (5) boroughs of New York City at which Company has or acquires an ownership, management or control interest on or after July 1, 2001 and hotels, concessionaires and

gaming facilities in the Greater New York City Metropolitan Area (other than the five (5) boroughs of New York City), Northern and Central New Jersey and the New York State Capital District at which the Company has or acquires an ownership, management or control interest on or after February 3, 2012 and the UNION does not have representational rights ("Property"), and various other matters, including the resolution of disputes related to such organizational drive and/or the terms of this letter agreement ("Agreement") and any subsequent collective bargaining agreement.

1. Use of Impartial Chairperson

The Impartial Chairperson of the Hotel Industry of New York City ("Impartial Chairperson") will conduct a "card count" to determine whether the Union has obtained valid cards from a majority of full-time and regular part-time employees of the Property, employed in job classifications listed in Schedule A to the Industry Wide Agreement between the Union and the Hotel Association of New York City, Inc. ("IWA") and in Schedule 1 to the CBA, designating the Union as their representative for purposes of collective bargaining (the "Cards") and to certify the result of his/her card count, all in accordance with the procedures set forth in Section 3 below. Full-time and regular part-time employees of the Property employed in job classifications listed in Schedule A and 1 shall be referred to throughout this Agreement as "Employees".

The Impartial Chairperson also will resolve any and all disputes of any kind whatsoever arising out of this Agreement, or concerning the meaning or interpretation of any and all matters discussed herein, including, but not limited to, the terms and provisions of any collective bargaining agreement entered, or to be entered into, by and between the Property and the Union. Any costs incurred by the parties in instituting proceedings before the Impartial Chairperson, or defending against the same, shall be the responsibility of the respective party. Costs charged by the Impartial Chairperson shall be shared and paid equally by the parties. Any arbitration award or decision issued by the Impartial Chairperson, written or otherwise, shall be final and binding upon the parties, and subject to the provisions of Article 75 of the New York Civil Practice Law and Rules ("CPLR") including, but not limited to, the procedures to vacate or modify an award pursuant to Section 7511 of the CPLR, and shall be enforceable in a court of competent jurisdiction.

2. Union Access to the Property

The Union will begin its organization of the Property's employees at any time upon notice to the Property's General Manager. The Union will be permitted to have its organizers or representatives enter the Property to meet with Employees during the Employees' non-working times (for example, before work, after work, and during shift changes, meals and breaks) and/or during such other periods as the parties may mutually agree upon in writing. The Union may engage in organizing efforts in non-public areas of the Property such as

the Employee meal rooms and locker rooms or such other non-public areas as the parties may mutually agree upon.

Within three (3) days following receipt of the above described written notice of intent to organize Employees, the Employer will furnish the Union with a complete list of such Employees, including both full and part-time Employees, showing their job classifications and departments, work schedules, wages, and benefits, and the home addresses and telephone numbers of all Employees. Thereafter, the Employer will promptly provide updated lists for the duration of the organizing drive.

There shall be no lockouts of the Employees by the Property and the Union shall not cause any disruption of work by the Employees during the organizing activity, nor shall there be any picketing, strikes, slow downs or other work stoppages at the Property by or caused by the Union for any purpose, including organizing, contract negotiations, dispute publication or enforcement of the terms of this Agreement. The "no lockout, no strike" provisions hereof shall not apply in the event either party fails to abide by an award or decision of the Impartial Chairperson within three (3) business days after issuance. Both the Property and the UNION agree to respect the National Labor Relations Act ("NLRA") Section 7 rights of employees during the Union's organizing drive, and neither party shall, or be required to, act in contravention of those rights. The Property specifically agrees that its supervisory employees, its agents and/or its representatives will not act or make any statements that will directly or indirectly imply the Property's opinion as to whether or not the employees should support the Union or as to the reputation of the Union or any of its officers and affiliate local unions or as to the reputation of any of the officers of the Union's affiliate local unions and/or their parent unions.

3. Determination of Majority Status

At any time after the commencement date of the Union's organizing effort, the Union may request that a card count be conducted by the Impartial Chairperson. The Union shall initiate that process by advising the General Manager in writing ("Notification Letter") that it represents a majority of the full-time and regular part-time employees employed by the Property in the job classifications set forth in the IWA Schedule A and CBA Schedule 1. The date of the Union's Notification Letter shall be the date ("Notification Date") used for purposes of determining the composition of the list of the names of the Employees to be furnished by the Property to the Impartial Chairperson, so that all full-time and regular part-time Employees of the Property employed on or before the Notification Date will be the only Employees whose names will appear on the list.

Within forty-eight (48) hours of the delivery of the Notification Letter by the Union to the Property indicating its majority status, the Union shall notify the Impartial Chairperson in writing that his/her services are requested for purposes of conducting a card count. The Union shall immediately confirm to the General Manager that the Impartial Chairperson has retained jurisdiction of the card count proceeding. As soon as

practicable thereafter, but in any event no later than seven (7) days after the date of the Union's written card count request made to the Impartial Chairperson, the Union shall furnish to the Impartial Chairperson the Cards it has obtained from the Employees, and the Property shall furnish the Impartial Chairperson the list containing the names, job classifications and social security numbers of Employees employed as of the date of the Union's Notification Letter (with a copy to the Union) together with copies of official employment documents containing the signatures of each of the Employees (e.g. Forms I-9, Form W4 or similar documents), in care of the Office of the Impartial Chairperson, 321 West 44th Street, New York, New York 10036.

Within forty-eight (48) hours after his/her receipt of the documents described above, the Impartial Chairperson shall conduct a card count by checking the Cards against the list of Employees and by comparing the Employees' names and signatures appearing on the Cards to the names and signatures appearing on the employment documents supplied to the Impartial Chairperson by the Property. At the conclusion of the card count, the Impartial Chairperson shall inform the parties of the results of his/her count and shall certify in writing that either the Union has or has not been selected by a majority of eligible Employees of the Property as their collective bargaining representative. Both the Property and the Union agree to abide by the determinations made by the Impartial Chairperson regarding any challenges either to the validity of the Cards, the eligibility of Employees, the appropriateness of the unit and/or to the majority status of the Union.

If, after the conduct of the card count, the Union fails to be certified by the Impartial Chairperson as the majority representative of the eligible Employees, this Agreement shall be deemed to continue in full force and effect, unless it is otherwise terminated in writing by mutual agreement of the parties. Notwithstanding any of the foregoing seemingly to the contrary, the Property and Union also agree that the Impartial Chairperson shall be empowered to issue such remedial orders as are consistent with applicable NLRB standards and necessary during and after the pendency of the Union's organization drive to ensure the maintenance of the neutral environment and/or to penalize the Property or the Union for violating their obligations hereunder, including an order to bargain in accordance with applicable NLRB standards, and/or monetary or punitive damages to either party.

If the Union is certified as the majority representative of the Employees, the Property must recognize the Union and the Property and the Union will commence negotiations within seven (7) calendar days of the date of the certification, at a mutually agreeable time and place, for a collective bargaining agreement covering wages, hours and other terms and conditions of employment (the "Agreement").

I believe that the above correctly describes our discussions on these matters. Please signify your concurrence by signing where indicated below and returning one copy to me, the other being for your files.

Very truly yours,

Peter Ward

President

Executed, Agreed and Accepted
on behalf of Property/Company

By: _____

Name: _____

Title: _____

Date: _____