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Title: **Suffolk Regional Off-Track Betting Corporation and Production, Service and Sales District Council, United Food and Commercial Workers (UFCW), Local 517S (2008)**

Employer Name: **Suffolk Regional Off-Track Betting Corporation**

Union: **Production, Service and Sales District Council, United Food and Commercial Workers (UFCW)**

Local: **517S**

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WC | 8435

Suffolk Regional Off-Track Betting Corporation

And

Local 517S Production, Service & Sales District Council, U.F.C.W. Agreement

January 1, 2008 – December 31, 2011

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JUN 30 2009

ADMINISTRATION

35 employees

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AGREEMENT made this 22nd day of January, 2009 between Suffolk Regional Off-Track Betting Corporation, a public benefit corporation, incorporated under the laws of the State of New York, having its principal place of business at 5 Davids Drive, Hauppauge, New York 11788 (hereinafter referred to as the "Employer"); and LOCAL 517 PRODUCTION, SERVICE & SALES DISTRICT COUNCIL, U.F.C.W., having its office and principal place of business at 9201 4th Avenue, Brooklyn, New York 11209 (hereinafter referred to as the "Union").

WITNESSETH:

ARTICLE I RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to salaries and wages, hours of employment and other conditions of employment and the administration of grievances arising thereunder for the term of this agreement for all of the following full and part-time employees of the Employer: Managers and Telephone Betting Room Managers pursuant to the provisions of the Public Employees Fair Employment Act, as amended, hereby grants the Union unchallenged representation status in the above-described bargaining unit for the maximum period permitted by law.

ARTICLE II DUES AND DEDUCTIONS

Section 1:

Upon filing of dues deductions authorizations upon such form as shall be provided by the Union, the Employer agrees to deduct union dues and union initiation fees from the wages of all such union members for whom dues deduction authorizations have been received by the Employer, so long as same shall be authorized and forward such amounts to the Union, monthly together with a list of employees from whose wages the dues have been deducted. The withholding shall commence with the first full pay period following the receipt of the employee's dues deduction authorization.

Section 2:

The Union shall provide its members with the necessary dues deduction authorization form which shall be uniform as to form.

Section 3:

The Employer shall forward all dues deductions for the Union within thirty days after the dues are deducted from the employees' salaries.

Section 4:

The Employer shall not be responsible or liable in any way for dues deductions except as to such amounts as are actually deducted and the records of the Employer as to dues collected shall be conclusive, except if arithmetic errors occur.

Section 5:

The Employer shall make no deductions from the wages of any employee in the bargaining unit for dues in any other employee or labor organization whether or not authorizations or requests are filed for same.

Section 6:

Dues deduction authorization shall be effective for the period of this agreement and for successive periods thereafter, unless revoked by the employee in a written notice, sent certified mail to the employer and the Union within ten (10) days prior to the expiration of such period or any successive period, or on the annual anniversary membership date in the Union of the revoking employee. The Employer shall continue to deduct Agency Shop Dues in accordance with Section 3.

Section 7:

The Union assumes the full responsibility for the disposition of any funds deducted once they are transmitted to the Union.

Section 8:

An agency shop will be implemented and all employees of the Employer for which the Union is the certified bargaining agent who are not members of the Union, will be required to make payments equivalent to the regular dues as permitted by the New York State Legislature and the payment shall be deducted and forwarded in the same manner as provided in this article.

**ARTICLE III
NON-DISCRIMINATION**

The Employer and the Union agree not to discriminate in any way against the employees covered by this agreement on account of race, religion, creed, color, national origin, political affiliation, sex, age, disability, membership or failure of membership in the bargaining unit.

ARTICLE IV NO STRIKE CLAUSE

Section 1:

The Employer and the Union recognize that strikes and other forms of work stoppages by the employees covered by this agreement are contrary to the law and public policy. The Union and the Employer subscribe to the principle that all differences shall be resolved by peaceful and appropriate means without interruption of the normal duties necessary to the normal operation of the Employer. The Union, therefore, agrees that it will not authorize, or cause any strike or stoppage, or other interference, with operations, nor will it encourage or condone any member of the Union to take part in a strike, stoppage, or other interference of operations during the term of this agreement.

Section 2:

The parties shall comply in all respects with the Taylor Law. Violations of this provision shall subject the parties and individuals to penalties proved by law.

ARTICLE V THE WORK WEEK

Section 1:

(a) The work week for managers and telephone room managers will consist of thirty-eight (38) hours. No employee shall be scheduled to work more frequently than every other Saturday. In the event of an emergency manpower situation, the Employer shall have the right to schedule an employee to an additional Saturday assignment. However, no employee shall be required to work more than three (3) consecutive Saturdays. In the event an employee is scheduled to work an additional Saturday, it will be in addition to his/her regular work schedule.

(b) The restriction on consecutive Saturdays of work shall not apply to new hires during the Saratoga Meets or on any of the four big racing days (Kentucky Derby, Preakness, Belmont, Breeder's Cup). The Employer shall use its best efforts to staff such Saturdays pursuant to the agreement and past practice which includes offering such work to present employees prior to requiring such new employees to work. Any such required work will be assigned on a rotation basis.

(c) Employees may switch shifts but only if they fill out and sign a "Switch Shift" form and such shift is approved by Human Resources and such approval will not be unreasonably withheld.

Section 2:

(a) The Employer shall canvass the employees twice a year to compile a list of employees who desire to volunteer for Sunday work.

(b) The Employer shall utilize the list of volunteers as the priority list. The Employer may remove an employee from the list if the employee declines more than

three (3) assignments within a six (6) month period. The employee shall be eligible to volunteer for the succeeding lists for the new six (6) month period. If there are an insufficient number of volunteers, the employees will be assigned in reverse order of seniority.

Section 3:

An employee who actually reports for jury duty, Monday through Friday, shall not be assigned to work the Saturday following the week the employee reported for jury duty.

**ARTICLE VI
SALARY AND OVERTIME**

Section 1:

(a) The wages for all present Managers/Telephone Room Managers shall be increased as follows:

January 1, 2008	2.75%
January 1, 2009	3.25%
January 1, 2010	3.00%
January 1, 2011	3.00%

(SEE ATTACHMENT – APPENDIX “B”)

(b) All new hires, i.e., those employees hired after September 10, 2008, will be on a seven (7) year step system that will need to be completed to bring them up to top wage equal of other Managers/Telephone Room Managers as provided in Appendix “C”. The first five (5) years of the system are frozen, i.e. as set forth in the parties’ expired bargaining agreement.

(SEE ATTACHMENT – APPENDIX “C”)

(c) Each change in wage rate shall occur on an individual’s hiring anniversary date in said classification.

(d) Upon their 7^h anniversary, new hires will receive the same hourly wage rate as the other Managers and Telephone Room Managers

Section 2:

1. (a) All employees shall be paid time and one-half for any and all work performed in excess of forty (40) hours in any work week and for any hours worked on Sunday.

(b) Employees who are eligible for overtime will receive pay at their straight time rate for the first forty (40) hours in the scheduled work week.

(c) All employees required to work after 9:00 pm. shall be entitled to a night differential pay equivalent to 10% of the applicable hourly rate of pay for those hours worked after 9:00 pm.

(d) Employees called in on their regular day off shall be paid a minimum of four (4) hours pay.

(e) When an employee, who is scheduled to work, reports to work and the hours are curtailed for any reason by the Employer, the employee shall be paid for the hours he/she was scheduled to work on that day. The employee shall have the obligation to determine whether the branch is opened on that day.

(f) If an employee has not reported to work and the branch is closed, then the day shall be charged against vacation, personal, or comp. accrual time, if available. If accrual time is not available, the employee shall not be paid for that day.

On the second day that a branch is closed within a calendar year and all subsequent days within that calendar year, the employee's accrual time shall be charged as directed above. However, the Employer shall have the obligation to assign the employee to another day within one year from the second or subsequent charged day. If the employee declines to work on the assigned day, the employer shall have no obligation to assign the employee again. The employee cannot be assigned to work on days of the following races: Breeders Cup Day, the Belmont, the Preakness, or the Kentucky Derby. The employee can be asked upon reasonable notice but cannot be assigned to work on Saturdays between Memorial Day weekend, including the Saturday prior to Memorial Day, and the Labor Day weekend. If the employee refuses such request, the Employer must again ask that employee to work.

In the event the Employer assigns the employee to work or if the Employer does not assign the replacement day or days within one year from the second or subsequent days, then the employee's accrual balance will be credited with the time previously charged.

The employee shall have no obligation to accept the assignment of a work replacement day.

(g) Employees responding to an alarm at the branch shall be paid for the number of hours spent at the branch, but shall be paid a minimum of two (2) hours regular pay. In the event two (2) hours increases time to time and one half status, then the employee shall be paid accordingly.

(h) Employees who work the four (4) big race days, i.e. Kentucky Derby, Preakness, Belmont Stakes, and the Breeder's Cup, shall be paid at the rate of time and one half (1 ½) for all hours worked.

(i) Employees who have been identified by the Employer to help train managers shall receive ten percent (10%) over their regular rate of pay for time spent training other employees.

ARTICLE VII PRODUCTIVITY AND MANAGEMENT

(a) The Union and the Employer recognize the necessity of a fair day's work for a fair day's pay and continuous improvement in productivity throughout the Employer's operations covered by this collective bargaining agreement. In this connection, both parties will urge its representatives and members to cooperate with each other in accomplishing this result.

(b) Except as otherwise expressly provided in this agreement, nothing in this agreement shall be deemed to limit the Employer in the exercise of the regular and customary functions of management including, but not limited to, the right to hire, determine experience and background, supervise and direct the working force, to discipline, suspend or discharge for cause, to transfer or lay-off employees for lack of work, to determine the kind, character and class of work, to take on work and acquire materials from any source obtainable, to transfer employees and to determine manner, location and place of work, scheduling and notices of leave, to establish standards of performance, to control the cost of flow, methods and systems of operations and to conduct its business and all of the foregoing in accordance with law.

ARTICLE VIII UNION ACTIVITY

Section 1:

There shall be no Union meetings on the Employer's premises at any time, nor shall there be any Union activity of any kind on the Employer's time, or use of the Employer's facilities except as may be specifically provided in this agreement.

Section 2:

The Employer agrees to permit representatives of the Union and designated officers of the Local Union to enter the premises of the Employer for individual discussion of working conditions and discussion of grievances as provided herein regarding the employees, provided such representatives do not unduly interfere with the performance and duties assigned the employee and provided that the designated representative of the Employer shall normally be advised in advance.

**ARTICLE IX
HOLIDAYS**

Section 1:

(a) Employees shall be entitled to the following paid holidays:

New Year's Day
Martin Luther King
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans' Day
Thanksgiving Day
Christmas Eve Day
Christmas Day

(b) New hires for the first five (5) years of their employment will not be entitled to Thanksgiving, Christmas Eve or New Year's Day as a holiday or any pay in lieu thereof.

Section 2:

An employee shall not be eligible to be paid for a holiday until he/she has been employed for continuous six (6) month period. However, the employee shall accrue such holidays from the date of hire and be entitled to take such days as vacation days.

Section 3:

a) An employee scheduled to work on any of the aforesaid holidays, shall in addition to his/her salary be paid at the regular rate of pay for the hours worked.

Section 4:

All holidays that fall on Sunday will be celebrated on Monday.

**ARTICLE X
VACATION**

Section 1:

(a) Upon the completion of one (1) year of continuous service, all employees, except new hires, shall be entitled to the vacation schedule listed in the back as Appendix "D".

(SEE ATTACHMENT – APPENDIX “D”)

(b) The vacation accrual shall be capped at 290 hours, after which the employee shall be paid for any such additional accrued time.

Section 2:

(a) New hires shall be entitled to two (2) weeks (10 days) of vacation after one (1) year of continuous service until after completion of their fifth (5) year of employment, at which time these employees shall be entitled to the same vacation schedule as set forth in the agreement for all other employees.

(b) New hires will not be entitled to compensatory time but instead shall have the time added to their vacation leave accrual, and such accrual shall be governed by the rules for payment and limits thereof.

Section 3:

Employees with accumulated vacation leave, may offer to sell back to the Employer, at the employee's option, all or part of such accumulated vacation leave in each year of this agreement. Employees shall inform the Employer of the desire to sell back accumulated vacation leave between January 1 and February 15 of each year. Based on operation needs and financial considerations, the Employer shall have the right to accept or deny such requests either fully or in part by March 1. However, if the Employer shall decide to grant the request in part, then each applying employee shall be granted the same percentage of the payout request based on the Employer's decision regarding the amount financially viable for the Employer. The Employer shall make the payment by May 15.

Section 4:

(a) The employee shall submit all requests for vacation in writing at least ninety (90) days prior to the vacation requested. The Employer shall have the right but not the obligation to waive the ninety (90) day period.

(b) The Employer shall approve or disapprove in its sole discretion of the requested vacation within thirty (30) days after the request for vacation, providing the vacation requested is not more than one (1) year in advance of the request.

Section 5:

The vacation pay for a week or more shall be paid to the employee on the last work day prior to the vacation, providing the employee makes written request three (3) weeks prior to start of vacation. On or about December 1 of each year, the Employer shall calculate the vacation days in excess of the permitted amount of accrual and shall, prior to January 1 of the following year, pay to the employee the value of the excess vacation days and the employees vacation day account shall be debited accordingly.

Section 6:

The commencement of the service shall mean the date the employee commenced full time employment with the Employer.

Section 7:

A vacation day shall mean 7.6 hours annually.

**ARTICLE XI
SICK LEAVE**

Section 1:

(a) After nine (9) months of continuous service, an employee, except a new hiree, shall be entitled to use sick leave. The sick leave shall accrue six months after the commencement of the date of full time employment and shall accrue monthly at the rate of two (2) weeks per year.

(b) New hirees shall be entitled to use sick time after one (1) year of continuous service based on the below schedule:

<u>Anniversary Date</u>	<u>Sick days earned</u>
Starting Date	0 Days
1 st	5 Days
2 nd	5 Days
3 rd	5 Days
4 th	7 Days

(c) Upon their fifth (5) anniversary, new employees will receive the same sick leave as the other Managers/Telephone Room Managers, to wit: 10 days.

Section 2:

(a) Employees shall be entitled to leave without pay for maternity purposes for a maximum of nine (9) months.

(b) An employee shall not be entitled to sick leave pay unless the Director of Human Resources or his/her Designee is notified in advance.

(c) In order to receive credit for sick days, an employee absent due to sickness for more than three (3) consecutive working days shall furnish the Employer with a medical certification of such sickness upon request.

Section 3:

Employees shall be entitled to accrue sick leave to a maximum of twenty (20) work weeks. Any sick time above the cap as of September 10, 2008 shall be paid out in the first pay period in January at 100%.

Section 4:

Employees shall not be paid for unused sick leave, except that an employee retiring subsequent to the eligibility date for the receipt of benefits, pursuant to the New York State Retirement System, shall be paid ½ of the accrued days of sick leave.

Section 5:

Upon death, the employee's estate shall be paid ½ of the accrued days of sick leave.

**ARTICLE XII
BEREAVEMENT LEAVE**

Section 1:

An employee shall be entitled to the following bereavement leave with pay in the event of the following:

(a) Death of Mother, Father, Spouse, Son, Daughter, Brother, Sister, Mother-in-law or Father-in-law, the days scheduled for work within one (1) week of the date of death. Sunday shall be excluded for all purposes.

(b) Death of Aunt, Uncle, Niece, Nephew, Brother-in-law, Sister-in-law, Grandfather or Grandmother, one scheduled day within one (1) week of date of death.

(c) Bereavement leave supersedes all other types of leave.

**ARTICLE XIII
SENIORITY AND LAYOFF**

Section 1:

(a) Seniority for purpose of lay off or abolishment of position shall be based upon length of continuous employment from date employee commenced employment as either a Manager or Telephone Betting Manager.

(b) Continuous service shall be broken by voluntary resignation, discharge for just cause after a hearing, and/or by retirement.

(c) Maternity leave or leaves of absence shall not constitute a break in continuous service; however, time on maternity leave shall not be added for seniority purposes.

Section 2:

In the event that jobs are abolished, layoffs of employees shall be made in inverse order of seniority. (i.e. Employees with greater seniority have a right to bump employees with less seniority in the same or lower title within the bargaining unit at different work locations).

Section 3:

Employees who have been laid off because of abolishment of position shall have preference when new positions similar to the abolished position are created and shall be re-hired prior to persons who were not employees previously so terminated.

Section 4:

The shop stewards shall be entitled to super seniority for purposes of layoff rights.

Section 5:

The Employer shall supply the Union with a seniority list two (2) times a year.

Section 6:

The employees shall be entitled to a thirty (30) day notice in the event of any layoff, and the benefits, as provided in Article XXIII, shall continue for the thirty (30) day period. COBRA provisions shall apply thereafter.

Section 7:

No manager will be laid off or have any salary reduction for the life of the contract. The provision has been inserted at the request of the Union notwithstanding usual management prerogatives. Furthermore, the Employer agrees that the foregoing expression of good faith does not indicate any intention to abolish the managers title or to reduce the number of managers at the end of the contract period.

**ARTICLE XIV
PERSONAL LEAVE, MILITARY LEAVE, LEAVE OF ABSENCE**

Section 1:

(a) Employees, except new hires, upon completion of one (1) year of employment shall be entitled to one (1) work week personal leave per annum.

(b) Personal leave may only be taken if request is made and approval granted by the Director of Human Resources or his/her designee.

(c) All personal leave time must be used in the year it is earned. Any unused personal leave time in the year it is earned shall be paid out in the first pay period in December of the current year. Personal time will not carry over into any following year(s).

(d) The employer shall have the right to prorate the personal leave days to equalize the entitlement on a calendar year basis.

(f) After completion of one (1) year of employment, new hires shall be entitled to personal days as follows.

<u>Anniversary Date</u>	<u>Days</u>
Starting Date	0
1 st	2
2 nd	3
3 rd	3
4 th	4

Upon their fifth (5) anniversary, new hires will receive the same personal leave as Managers/Telephone Room Managers.

Section 2:

Every employee shall be entitled to military leave for the period required by the laws of the United States or the State of New York whichever is longer.

Section 3:

An employee shall have the right to a three (3) month unpaid leave of absence provided that the timing of the leave and the number of leaves does not interfere with management. The employee may request an extension to be determined in the discretion the Employer on a case by case basis. There shall be no loss of seniority for the three (3) month period.

Section 4:

The Employer shall pay the health insurance premium of any employee on a leave of absence for the first thirty (30) days of such leave. However, after the thirty (30) days have passed, the employee shall be responsible for the full cost of his/her health insurance premium.

**ARTICLE XV
DISCIPLINE AND DISCHARGE**

Section 1:

The employer retains the right to discipline or discharge an employee in the interest of good service and the proper conduct of business. It is agreed that whenever it is necessary for the employer to discharge or discipline an employee, prompt notification of such action and the reason therefore will be given to the Union by the Employer. An employee discharged or so disciplined shall be entitled to the use of the provisions of this agreement for the review and resolution of grievances.

Section 2:

Employees who have been continuously employed for a period of one (1) year or more may be removed or suspended only for incompetency or misconduct after a hearing upon stated charges in accordance with the procedure set forth in Appendix A. The Employer shall have the right to summarily suspend pursuant to Section 2, Appendix A.

Employees employed for less than the period set forth may be discharged and disciplined without cause and without hearing.

Section 3:

Disciplinary notices shall be removed from an employee's personnel file after two (2) years. Any disciplinary action shall remain a part of the file and may be considered in any subsequent action.

**ARTICLE XVI
SETTLEMENT OF DISPUTES**

Section 1:

Grievances and Arbitration Procedures
Statement of Intent:

Any employee shall have the right to have a representative of the Union present at any inquiry or meeting to which the employee has been requested to attend before any department head or designated representative where the result of such meeting might lead to disciplinary proceedings against such employee.

It is understood that the purpose of this agreement is not to require a Union representative to be present on communications involving ordinary work procedures, but only such instances where disciplinary action might result.

Any violations of this agreement shall entitle the employee to initiate a grievance pursuant to the procedures as hereinafter set forth:

Purpose:

Every employee and the Union shall have the right to present grievances free from interference, coercion, restraint, discrimination or reprisal. Grievances will be investigated, processed and heard during the normal working hours. At all steps in the procedure the aggrieved employee and the Union representative shall be present at all hearings of the grievance.

A "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the (existing) laws, rules, procedures, regulations, administrative orders or work rules, and the various provisions of this negotiated contract.

Step 1: The aggrieved employee or the union shall submit the grievance in writing to the Director of Human Resources or his/her designated representative within thirty (30) days of the occurrence of the incident.

Step 2: If a satisfactory settlement or disposition is not made within fourteen (14) working days from the date of submission of the grievance, the Union's representative, with or without the employee, may submit the grievance in writing to the Employer's representative designated to hear grievance at Step 2. The designated representatives shall either effect a mutually agreed upon settlement of the grievance or shall hold a hearing on the grievance within fourteen (14) days of the receipt of the grievance. The aggrieved employee and/or the Union representative, and any necessary witnesses must be present at the hearing. Within seven (7) days of the conclusion of the hearing, the designated representative will give his/her answer in writing to the employee and to the Union or to the Union alone if it is a Union grievance. No other person other than witnesses and employer's personnel and counsel shall be entitled to be present at the grievance hearing. If the answer is a rejection of the grievance, the representative shall detail his/her reasons for the rejection in writing.

Step 3: If the aggrieved employee or the Union is not satisfied with the resolution of the grievance at Step 2, the Union may within seven (7) working days submit the grievance, in writing, to the designated impartial arbitrator. The arbitrator for the grievance procedure shall be the New York State Employment Relation Board. The arbitrator may be changed at any time during the contract period by mutual agreement of the parties.

The arbitrator shall schedule a hearing within thirty (30) days of the demand for arbitration and shall issue his/her decision within thirty (30) days after the conclusion of testimony and argument. His/Her decision shall be final and binding upon the parties.

Section 2:

Any grievance of a general nature affecting a large group of employees and which concerns the claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this agreement shall be filed at the option of the Union at Step 2 of the grievance procedure, without resort to previous steps.

Section 3:

If a decision satisfactory to the Union at any level of the grievance procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at Step 3 of the grievance procedure; or if a satisfactory Step 2 decision has not been so implemented, the Union may institute a grievance concerning such failure to implement at Step 3 of the grievance procedure.

Section 4:

If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union may invoke the next step of the procedure, except however that only the Union may invoke impartial arbitration under Step 3.

Section 5:

The Union shall have the right to have a representative present at any grievance hearing and shall be given forty eight (48) hours notice of all grievance hearings.

Section 6:

Each of the steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties.

Section 7:

If a grievance occurs and cannot be resolved immediately, the employee shall obey the directive, and shall present the grievance as soon as thereafter as practicable. Grievances which are not represented within thirty (30) days of the occurrence shall be deemed to have been abandoned.

Section 8:

The Union may withdraw a grievance at any stop of the grievance procedure. The Union's decision on the matter will be binding on the employees involved.

Section 9:

(a) The failure of the Union or the employee taking any of the action authorized by this article within the time limits stated herein shall constitute a waiver of the right to proceed further and shall terminate the proceeding.

(b) The time limits in the procedure may be extended by mutual agreement in writing.

(c) Any step of the grievance procedure may be by-passed by mutual agreement in writing.

(d) The arbitrator may not consider any issues which have not previously been raised between the parties unless otherwise agreed upon by the parties.

(e) The expenses, if any, for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union.

Section 10:

In the event of an adverse result to a grievance pursuant to the grievance procedure set forth in Appendix A, the employee shall be entitled to grieve the result as provided in this article.

**ARTICLE XVII
SCHEDULING AND ASSIGNMENT**

Section 1:

In the event an employee is unable to report for work or if the employee will be late, he/she must, in advance, advise the Director of Human Resources or his/her designee. The employee shall be excused from the foregoing if he/she is unable to comply by reason of good cause.

**ARTICLE XVIII
DOCTRINE OF SEVERABILITY**

Should any provision of this agreement or any supplement hereto be held invalid by a court or tribunal of competent jurisdiction or if compliance with or enforcement of any such provision shall be restrained by a court, all other provisions of this agreement and any supplement thereof shall remain in force.

**ARTICLE XIX
PERSONNEL AND PAY PRACTICES**

Section 1:

Upon written request, any employee shall be permitted to examine his/her official employment and personnel file. There shall only be only one official personnel file. Whenever an employee has examined his or her file, he/she shall acknowledge that he/she has read the material by affixing his/her signature and the date on the file. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy. The employee shall not be allowed more than a reasonable number of examinations to the file. The employee shall have the right to add his/her own comments to the personnel file.

Section 2:

Employee pay checks shall contain an itemization of all deductions.

**ARTICLE XX
CASH DISCREPANCIES**

Section 1:

An employee shall be held accountable and shall be required to reimburse the Employer for any shortage or loss for which the employee is accountable. Additionally,

all overages are the property of the Employer and the employee shall be responsible for payment of all their overages to the Employer.

Section 2:

In addition to the responsibility of every employee for the cash for which he/she is accountable, administrative action in cases of cash discrepancies may be in the form of:

- a) A notice of deficiency
- b) A verbal or written reprimand
- c) A corrective interview or other documentation
- d) A fine
- e) Suspension and/or termination

Section 3:

(a) In the event of a shortage or discrepancy of \$1.00 or more a notice of discrepancy on a form provided by the Employer shall be served upon the employee.

(b) The employee shall have the right to contest the shortage or discrepancy by filling a protest of shortage form within seven (7) days after the discrepancy occurs. The computer records and other records concerning the transaction shall be made available to the employee. The Employer shall notify the cashier of the result of the investigation within twenty-one (21) days.

(c) Providing the amount owed to the employer is more than \$15 and is not in excess of \$150, the Employer is hereby given the right to deduct the shortage from the employee's salary. The Employer shall not deduct more than fifteen percent (15%) of an employees net pay check. In the event the shortage is less than \$15 or more than \$150, the employee shall repay the shortage forthwith. This limitation shall apply only while the employee is in the continued employ of the Employer. The limitation shall not apply after either party has given notice to the other of the termination of employment. The limitation of this provision shall not excuse the employee from the full liability of any deficiency.

(d) If an employee claims that a terminal is out of order, the Employer shall check the machine. If the terminal is found to be defective as claimed by the employee and a cause of cash discrepancies, any shortage charged to the employee shall be voided or if previously paid, refunded.

**ARTICLE XXI
LABOR MANAGEMENT COMMITTEE**

The parties agree that a labor management committee shall be established consisting of a representative number of persons on behalf of the Employer and a

representative number of employees to discuss problems of mutual concern to the Employer, the Union, and the employees. The labor management committee shall endeavor to hold meetings four (4) times a year. The Employer shall pay the designated employees attending the meetings for a maximum of two (2) hours regular pay.

ARTICLE XXII UNION SHOP STEWARD

The Employer shall pay an aggregate of sixty (60) hours a year to employees designated by the Union as shop steward(s) to perform Union activities. The sixty (60) hours is the maximum total obligation for all the employees cumulatively. Employees designated to perform Union duties will keep a time sheet/log of hours spent performing such duties and will present the documentation to the Payroll Department monthly. The pay shall be distributed to the employee(s) in the first pay period in January.

ARTICLE XXIII ADDITIONAL BENEFITS

Section 1:

The employees shall receive the same optical, medical and dental benefits as the Employer furnishes to the full time office employees, at no less than the current level.

Section 2:

Upon termination of employment, the employee shall be paid 100% of the accrued vacation and personal leave. In the case of death, the payment shall be made to the employee's estate.

Section 3:

If an action is commenced against an employee for conduct occurring during the employee's scope of employment, the Employer will provide counsel to the employee at no charge or cost to the employee.

Section 4:

An employee who is disabled as a result of a job related injury shall remit to the Employer the benefits paid by worker's compensation. The employee shall receive his regular rate of pay for the number of weeks the worker's compensation board finds the employee disabled. In the event the foregoing provision is inconsistent with New York State law, then the employee shall be limited to that amount permitted by law.

Section 5:

No employee shall lose his/her managerial position as a result of the employer opening new Qwik Bet facilities.

**ARTICLE XXIV
MILEAGE ALLOWANCE**

Employees who are assigned to a different work location in the midst of the work day shall be entitled to receive mileage for traveling from the assigned location to the reassigned location. The mileage compensation shall be at the rate of 44.5 cents per mile. The Employer shall calculate the distance of the mileage and the employee shall be reimbursed quarterly.

**ARTICLE XXV
FAMILY LEAVE**

(a) The employee shall be entitled to 12 weeks of unpaid family leave in each 12 month period.

(b) Leave may be taken for the birth, adoption or foster placement of a child.

(c) Leave may be taken to care for a spouse, son, daughter, or parent with a serious health condition.

(d) Leave may be taken if a serious health condition renders the employee unable to perform the functions of his/her position.

(e) The Employer reserves the right to request medical certification of the employee or the employee's ill member.

(f) The employee will be required to use accrued sick time while on family and medical leave, where the employee's leave is based upon illness, the employee will be required to use accrued vacation time on family and medical leave.

(g) The employee will be required to pay his/her share of the health plan and premiums during the period of a family medical leave.

(h) The employee will be restored to the same or equivalent position upon return from leave. There will be no accrual of time and leave benefits during the family and medical leave period, nor will the period of leave be counted in the calculation of any time periods for the purposes of benefits pursuant to the contract including vacation benefits.

**ARTICLE XXVI
COMPENSATORY TIME BUY-BACK**

Employees with compensatory time may offer to sell back to the Employer, at the employees option, all or part of such accumulated compensatory time each year in each year of this agreement. Employees shall inform the Employer of the desire to sell back accumulated compensatory time between January 1 and February 15 each year. Based on operation needs and financial considerations, the Employer shall have the right to accept or deny such requests fully or in part by March 1. However, if the Employer shall decide to grant the request in part, then each applying employee shall be granted the same percentage of the payout requested based on the Employer's decision regarding the amount financially viable. The Employer shall make the payment by May 15.

**ARTICLE XXVII
AMENDMENTS**

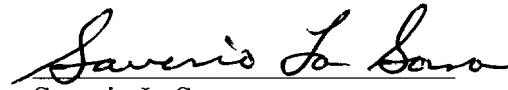
An amendment, alteration or variation of the terms, provisions or conditions of this agreement shall bind the parties hereto providing such amendment, alteration or variation is mutually agreed to and executed in writing in accordance with the requirements of law.

This document shall govern the relationship between the parties for the period January 1, 2008 through December 31, 2011.

AGREEMENT MADE THIS 22nd DAY OF January 2009 BY AND BETWEEN THE SUFFOLK REGIONAL OFF-TRACK BETTING CORPORATION, WITH OFFICES LOCATED AT 5 DAVIDS DRIVE, HAUPPAUGE, NEW YORK AND LOCAL 517S PRODUCTION, SERVICE AND SALES DISTRICT COUNCIL, U.F.C.W.

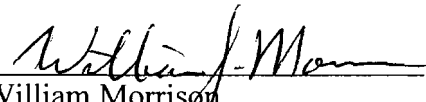
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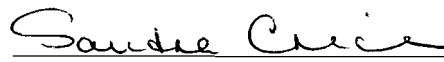
For the Union


Saverio LaSorsa
President

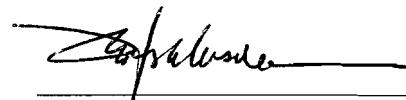
The Committee


William Hagelmann


William Morrison



Sandra Crichlow

For the Corporation


Jeffrey A. Casale
President and CEO

STATE OF NEW YORK }
 } ss.:
COUNTY OF SUFFOLK }


On this 23rd day of January, 2009, before me personally came JEFFREY A. CASALE, to me known and being by me duly sworn, did depose and say that he is the President of SUFFOLK REGIONAL OFF-TRACK BETTING CORPORATION described in and which extended the foregoing agreement: that he knows the seal of the SUFFOLK REGIONAL OFF-TRACK BETTING CORPORATION, and that such seal was so affixed by order of the Board of Directors, and that he signed his name thereto by like order.



JEFFREY A. CASALE

Sworn to before me this

23 day of January 2009



Notary Public

KIM EDELSTEIN
Notary Public, State of New York
No. 01ED6092217
Qualified in Suffolk County
Commission Expires 05/27/2011

STATE OF NEW YORK }
 }ss.:
COUNTY OF SUFFOLK }

On this 22nd day of JANUARY, 2009 before me personally came SAVERIO LASORSA, to me known and being by me duly sworn, did depose and he is the PRESIDENT, LOCAL 517-S, PRODUCTION, SERVICE AND SALES DISTRICT COUNCIL, U.F.C.W., described in and which executed the foregoing agreement; that he knows the seal of the LOCAL 517-S, PRODUCTION SERVICE AND SALES DISTRICT COUNCIL, U.F.C.W., and that such seal was affixed by order of the Board of Directors and that he signed his name thereto by like order.

Saverio La Sorsa
Saverio LaSorsa

Sworn to before me this

22nd day of JANUARY 2009

Edna M. Donohue
Notary Public

EDNA M. DONOHUE
Notary Public, State of New York
No. 01DO4621605, Suffolk County
Term Expires 12/31/09

APPENDIX A

Section 1:

Procedure:

A person against whom removal or other disciplinary action is proposed shall have written notice thereof and of the reasons therefore, shall be furnished a copy of the charges preferred against him and shall be allowed at least eight (8) days for answering the same in writing. The hearing upon such charges shall be held by the person having the power to remove the person against whom such charges are preferred, or by a deputy or other person designated by such officer in writing for that purpose. In case a deputy or other person is so designated, he/she shall, for the purpose of such hearing, be vested with all the powers of such officer or body and shall make a record of such hearing which shall, with his/her recommendations, be referred to such office or body for review and decision. The person or persons holding such hearing shall upon request of the person against whom charges are preferred, permit him to be represented by counsel, and shall allow him/her to summon witnesses on his/her behalf. The burden of proving incompetency or misconduct shall be upon the person alleging the same. Compliance with technical rules of evidence shall not be required.

Section 2:

Suspension pending determination of charges: penalties:

Pending the hearing and determination of charges of incompetency or misconduct, the officer or employee against whom such charges have been preferred may be suspended without pay for a period not exceeding thirty (30) days. If such officer or employee is found guilty of the charges, the penalty or punishment may consist of a reprimand, a fine not to exceed one hundred (\$100) dollars to be deducted from the salary or wages of such employee, suspension without pay for a period not exceeding two (2) months, demotion in grade and title, or dismissal from the service; provided, however, that the time during which an officer or employee is suspended without pay may be considered part of the penalty. If he/she is acquitted, he/she shall be restored to his/her position with full pay for the period of suspension less the amount of compensation which he/she may have earned in any other employment or occupation and any unemployment insurance benefits he/she may have received during such period. If such officer or employee is found guilty, a copy of the charges, his/her written answer thereto, a transcript of the hearing, and the determination shall be filed in the office of the department or agency in which he has been employed. A copy of the transcript of the hearing, shall, upon request of the officer or employee affected, be furnished to him/her without charge.

APPENDIX B

WAGES FOR EMPLOYEES HIRED PRIOR TO SEPTEMBER 10, 2008:

	2008	2009	2010	2011
Starting Rate	\$21.02	\$21.71	\$22.37	\$23.05
1 st Anniversary	\$22.23	\$22.96	\$23.65	\$24.36
2 nd Anniversary	\$23.43	\$24.20	\$24.99	\$25.74
3 rd Anniversary	\$24.63	\$25.44	\$26.21	\$27.00
4 th Anniversary	\$25.85	\$26.70	\$27.51	\$28.34
Top Rate	\$28.85	\$29.79	\$30.69	\$31.62

APPENDIX C

WAGES FOR EMPLOYEES HIRED ON OR AFTER SEPTEMBER 10, 2008:

	2008	2009	2010	2011
Starting Rate	\$20.45	\$20.45	\$20.45	\$20.45
1 st Anniversary	\$21.63	\$21.63	\$21.63	\$21.63
2 nd Anniversary	\$22.80	\$22.80	\$22.80	\$22.80
3 rd Anniversary	\$23.97	\$23.97	\$23.97	\$23.97
4 th Anniversary	\$25.15	\$25.15	\$25.15	\$25.15
5 th Anniversary	\$28.07	\$28.07	\$28.07	\$28.07
6 th Anniversary	\$28.64	\$29.22	\$29.81	\$30.41
Top Rate	\$31.62	\$31.62	\$31.62	\$31.62

APPENDIX D

Time Employed	Vacation Time	Distributed
Less than one (1) year	0 Hours	N/A
More than one (1) year or less than five (5) years	76 Hours	On Anniversary Date
Five (5) years	88.08 Hours	7.34 hours/month
Six (6) years	95.68 Hours	7.34 hours/month 7.60 on Anniversary
Seven (7) years	103.28 Hours	7.34 hours/month 15.20 on Anniversary
Eight (8) years	110.88 Hours	7.34 hours/month 22.80 on Anniversary
Nine (9) years	118.48 Hours	7.34 hours/month 30.40 on Anniversary
Ten (10) years to Eleven (11) years	126.08 Hours	7.34 hours/month 38.00 on Anniversary
Twelve (12) years	133.68 Hours	7.34 hours/month 45.60 on Anniversary
Thirteen (13) years through Sixteen (16) years	141.28 Hours	7.34 hours/month 53.20 on Anniversary
More than sixteen (16) years	148.88 Hours	7.34 hours/month 60.80 on Anniversary