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Contract Database Metadata Elements

Title: **Suffolk Regional Off-Track Betting Corporation and Suffolk Regional Off-Track Betting Corporation Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 237 (2015) (MOA)**

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

Union: **Suffolk Regional Off-Track Betting Corporation Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **237**

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GEN/17240

LOCAL 237
International Brotherhood of Teamsters

And

Suffolk Regional Off-Track Betting Corp.

January 1, 2015– December 31, 2020

1/1/15 - 12/31/20

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AGREEMENT made this 12th day of December, 2016 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 425 Oser Ave., Suite 2 Hauppauge, New York 11788 (hereinafter referred to as the "Employer"); and TEAMSTERS UNION LOCAL 237, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, having its office and principal place of business at 100 West Main Street, Babylon, New York 11702 (hereinafter referred to as the "Union").

WITNESSETH:

ARTICLE I RECOGNITION

The Employer recognized 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: Cashiers, Floaters, and Attendant/Custodians, excluding Managers, Assistant Managers, and other persons employed in a managerial capacity, 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. Security Investigators shall also be excluded.

ARTICLE II DUES AND DEDUCTIONS

Section 1:

Upon filing of the dues deductions authorizations upon such form as shall be provided by the Union, the Employer agrees to deduct union dues 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:

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 same said payments shall be deducted and forwarded in the same manner as provided in Section 1.

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.

Section 5:

The Employer shall make no deductions from the wages of any employee in the bargaining unit for dues for 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:

D.R.I.V.E.- Whenever authorized by any unit member on a form or forms approved by the Union and the Employer, payroll deductions on behalf of such unit member shall be made every payday and paid in accordance with such forms.

Section 8:

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

**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:

The work week for full-time employees shall consist of thirty five (35) hours, five (5) days of seven (7) hours each exclusive of meal times, Monday through Saturday with the exception of employees currently working forty (40) hours, five (5) days of eight (8) hours each exclusive of meal times, Monday through Saturday who will be grandfathered in and shall retain their forty (40) hours unless the employee opts out and requests a thirty five (35) hour work week which will then become the employee's regular work week. The work week for part-time employees shall consist of a minimum of eighteen (18) hours, consisting of a minimum of three (3) to six (6) hours each day for no more than four (4) days, Monday through Saturday. Only those employees who were working less than sixteen (16) hours a week on a regular basis as of January 1, 1988, shall be exempt from the requirements of working a minimum work week and must work a minimum of twelve (12) hours a week.

Section 2:

Employees hired after March 21, 2008 shall work Monday through Sunday.

1. Employees hired before March 21, 2008 wishing to opt into a work week including Sunday, with Sunday at time and one half (1 ½), which will then become the employee's regular work week, may do so being scheduled on Sunday as needed.

2. Any employee hired before March 21, 2008 will have first consideration to work Sunday as an extra shift at time and one half (1 ½) with a six (6) month sign-up period based on seniority with a rotating schedule.
3. Employees hired before January 1, 2017, shall work Monday through Sunday with Sunday paid at time and one half (1 ½).
4. Employees hired on or after January 1, 2017 may be scheduled to work Sundays at the Employer's discretion, with Sunday paid at regular straight time rates.

Section 3:

The employee and the Employer may mutually agree to arrange for schedules which provide for less than a four and one half (4 ½) hour shift.

Section 4:

Effective January 1, 1989, all employees who work a regular schedule of at least thirty (30) hours a week shall be regarded as full-time employees. The thirty (30) hours shall be exclusive of Sunday employment.

Section 5:

The person serving in the position of Attendant/Custodian shall be guaranteed an eighteen (18) hour work week consisting of a minimum of three (3) to six (6) hours each day for no more than four (4) days, Monday through Saturday. The employee shall not be required to work more than four (4) days in any one (1) week. To the extent that any other provision of the contract is inconsistent with this section, this section shall govern.

Section 6:

Employees may be required to work on Sundays at the rate set forth in Article VI, Section 6.

Section 7:

The job descriptions of the employees within the unit are set forth in Article XIX.

Section 8:

All employees who were on the payroll of the Employer on December 31, 1981, shall not be required to work subsequent to 9:00 p.m. Employees on the payroll of the Employer as of December 31, 1981 shall be given first opportunity for job assignment requiring work after 9:00 p.m. In the event the Employer hires new employees for service after 9:00 p.m. the number of

employees on the payroll as of December 1, 1981 shall not be reduced by reasons of the hiring of new employees.

Section 9:

All cashiers hired prior to January 1, 1988 are considered permanent employees. All cashiers hired starting January 1, 1988 will be "floating cashiers".

**ARTICLE VI
SALARY AND OVERTIME**

Section 1:

The Cashiers, Floating Cashiers, and Attendant/Custodians shall be paid the following hourly rates of pay for the period January 1, 2017 through December 31, 2020:

(SEE ATTACHMENT – APPENDIX "A")

Section 2:

New Employees shall be subject to a 10-step wage plan to bring new employees to top of the pay rate in each classification as set forth in Appendix notes.

Annual steps will occur once each year, effective July 1st, regardless of anniversary date. Employees hired between January and June will receive their first step increase effective July 1st of the following year.

In accordance with our understanding, the agreement is supplemented by the following representations:

1. With respect to the employer's efforts to provide a 20-hour work week, the employer shall exert its best efforts to accommodate those employees desiring to work additional hours to aggregate a twenty hour week, exclusive of Sunday hours for employees hired prior to ratification and inclusive of Sunday hours for employees hired after ratification. The additional time may be provided in the employee's own and in other branches and will provide that no employee shall be scheduled to work less than 3 hours on more than one day. The Employer and employee shall establish a labor/management committee to evaluate the progress of the effort.
2. A labor/management relations committee shall be established which shall endeavor to meet 4 times a year to discuss problems of mutual concern to the employer and to the union. The meetings shall initially contain an agenda, which shall discuss situations with respect to individual problems concerning the relationship of the employees, the managers and the questions of the work performed by the employees in their respective job classifications.

Section 3:

Merit increases for any employee may be initiated by the Employer at any time for exceptional service by agreement of the Union and the Employer. Separately, any employee who completes twenty (20) years of continuous service with the Employer will receive \$250.00 longevity pay in the second paycheck in December for their twentieth year and each year after.

Section 4:

In the event the Employer institutes "Sports Betting" i.e. betting on sports other than horse racing, then in such event the parties agree to discuss the impact upon the employees.

Section 5:

1. All employees shall be paid time and one half (1 ½) for any and all work performed in excess of forty (40) hours in any work week and for any hours worked on Sunday, for those employees hired prior to January 1, 2017.
2. 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.
3. All employees required to work after 7:00 p.m. shall be entitled to a night differential pay equivalent to 10% of the applicable hourly rate of pay for those hours worked after 7:00 p.m.
4. For the days of Kentucky Derby, Preakness, and Belmont Stakes, employees shall be paid at the rate of time and one half (1 ½) for hours worked between the opening of the facility and 8:00 p.m. on such days. So long as the official Breeder's Cup World Championship races take place on both Friday and Saturday, employees will be paid at the rate of time and one half (1 ½) for hours worked between the opening of the facility and 8:00 p.m. on both Friday and Saturday of the Breeders Cup weekend.
5. Employees hired before January 1, 2017 shall be paid at time and one half (1 ½) for Sunday work. Employees hired on or after January 1, 2017 shall be paid at regular straight time rates for Sunday work.
6. Payment of overtime rates shall not be duplicated for the same hours worked.

**ARTICLE VII
PRODUCTIVITY AND MANAGEMENT**

Section 1:

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.

Section 2:

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
FULL-TIME EMPLOYEES**

Section 1:

All full-time employees shall receive the same holiday, vacation, leaves, insurance benefits as the other full-time employees of the Employer who are not in the bargaining unit.

Section 2:

Full-time cashiers shall work a thirty-five (35) hour week. All full-time cashiers who work a forty (40) hour week shall be grandfathered in and shall retain their forty hours unless the employee opts out and requests a thirty-five-hour work week which will then become the employee's regular work week.

**ARTICLE X
HOLIDAYS**

Section 1:

Employees shall be entitled to the following holidays off with pay:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Day

Section 2:

The pay for a holiday shall consist of four and one-half (4 ½) hours unless the employee's regular schedule for the sixty (60) day period immediately preceding the holiday is in excess of twenty (20) hours per week, in which case the pay shall be equivalent to the average number of hours per day, the employee has worked during the preceding sixty (60) day period. Sunday shall be excluded.

Section 3:

- a) The employee shall not be eligible to be paid for a holiday off until (s)he has been employed for a continuous six (6) month period. After six (6) months of continuous employment the employee shall accrue and/or receive holiday time/benefits.

Section 4:

Those employees who work on a holiday shall be entitled to receive time and a half (1 ½) for time worked and shall receive holiday pay or compensatory pay as follows: employees shall be paid holiday pay as part of the payroll. Such holiday pay shall be equivalent of 4 ½ hours additional pay subject to Section 2 above.

Compensatory time is capped at 40 hours for part time employees. Any part-time employee working on a holiday or Sunday that has less than 40 accrued hours of compensatory time, may request to accrue the holiday pay or Sunday pay as compensatory time by submitting Form PR; Comp 40 to Human Resources no later than one week prior to the holiday or Sunday. Unexcused absence from work the day prior to or following a holiday may be grounds for forfeiture of premium holiday pay.

**ARTICLE XI
VACATION**

Section 1:

- a) Upon the completion of six (6) months of continuous service, the employee shall accrue each month at the rate of 49.5 hours vacation time per year. Employees who have completed five (5) years of service shall be entitled to 54 hours vacation time commencing with the sixth (6th) year of their employment with the employer. Employees who have completed thirteen (13) years of service shall be entitled to 58.5 hours vacation time annually commencing with the fourteenth (14th) year of employment with the employer. The employee shall accrue each month at the rate of 49.5 hours and any additional time shall be credited on the anniversary date of the completion of requisite years of service.
- b) New employees shall not accrue vacation time or vacation benefits until the completion of six (6) months of continuous service. After one (1) year of continuous service, the employee will be entitled to use vacation time.
- c) Vacation time shall be capped for full-time employees at one hundred twenty (120) hours and for part-time employees at sixty (60) hours. There will be no payout of vacation time beyond the caps for the duration of this contract. Employees must use any accrued vacation time above the caps before 12/31 each year. Any vacation hours accrued above the caps will not be carried over into the subsequent year (i.e., "use it or lose it").
- d) Vacation request will be approved based on the availability of future accruals up to the start date of the request.

- e) All vacation requests for July 1 until December 31 must be submitted between January 1 and April 15 of the current year. All vacation requests for January 1 until June 30 must be submitted between June 1 and August 15 of the prior year. All requests must be answered no later than thirty (30) days from the April 15 or August 15. Any vacation request turned in prior to January 1 for the July through December time will be automatically denied by the Human Resources Department and should be resubmitted in the appropriate time frame. Any vacation request turned in prior to June 1 for the January through June time will be automatically denied by the Human Resources Department and should be resubmitted in the appropriate time frame. Any vacation request submitted for a black out date will be automatically denied by the Human Resources Department.

- f) Vacation schedules will be posted for all employees upon approval from the Human Resources Department. Racing schedules will be posted in each branch with all black-out dates for vacation.

Section 2:

The pay for vacation leave shall consist of four and one half (4 ½) hours per day unless the employee's regular schedule for the sixty (60) day period immediately preceding the vacation is in excess of twenty (20) hours per week, in which case the pay shall be equivalent to the average number of hours per day, the employee has worked during the preceding sixty (60) day period. Sunday shall be excluded.

Section 3:

Employees shall be entitled to pick the time for their vacation in order of seniority from the vacation schedule of the Employer.

Section 4:

The vacation pay shall be paid to the employee on the last work day prior to the vacation, providing adequate notice is given to payroll.

Section 5:

One (1) of the above vacation days may be, at the employee's election between November 10 and December 1 in each year, paid for in the cash equivalent in lieu of a vacation day. The pay shall be received by the employee in December.

Section 6:

Employees with accumulated vacation leave may offer to sell back to the Employer, at the Employees option, accumulated vacation at the rate of ten (10) days each year in each year of this agreement. Employees shall inform the Employer of the desire to sell back accumulated vacation leave between October 30 and December 31 each year and the Employer shall make the payout by June 30 of the following year. Based on operational needs, the Employer shall have

the right to accept or deny such requests by March 1st. 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.

ARTICLE XII SICK LEAVE AND FUNERAL LEAVE

Section 1:

- a) After one (1) year of continuous service an employee shall be entitled to use sick leave. The sick leave shall accrue six (6) months after the commencement of the date of employment and, subject to Section 6 below, shall accrue at the rate of 36 hours sick pay per year. The sick pay shall be accrued monthly. There shall be no limit to the accumulation of sick leave.

- b) New employees shall not accrue sick time until the completion of six months of continuous service. After six months, the employee shall accrue sick leave at the rate of 22.5 hours per year which will be prorated for the second six months of continuous employment. New employees shall receive thirty-six (36) hours of sick time after three years of continuous employment.

Section 2:

The pay for a part-time cashier's sick day shall consist of four and one half (4 ½) hours unless the employee's regular schedule for a sixty (60) day period is in excess of twenty (20) hours per week in which case the pay shall be equivalent to the average number of hours per day the employee has worked during the preceding sixty (60) day period.

Section 3:

Employees shall be entitled to leave without pay for maternity purposes for a maximum of six (6) months.

Section 4:

In order to receive credit for sick days, employees 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 5:

All employees eligible for sick leave shall in addition be entitled to hospital sick leave for not more than ten (10) days, which leave shall be non-cumulative and expire each year. In order to qualify for the hospital sick leave, the employee must be hospitalized for a minimum three (3)

day period and submit proof of hospitalization. The hospital sick leave may be claimed for one hospitalization per year.

Section 6:

An employee shall be entitled to funeral leave with pay, to arrange for and to attend the funeral of members of his or her immediate family. Members of the employee's family shall be defined to be the employee's spouse, children, father, mother, sister, brother, mother-in-law, father-in-law, grandchildren or grandparents. Said funeral leave with pay shall consist of eighteen (18) hours for part time employees. The pay shall be calculated in the same manner as defined in Article 10 Section 2. Appropriate documentation is required.

Section 7:

Employees with sick leave may offer to sell back to the Employer, at the Employee option, accumulated sick leave at the rate of ten (10) days each year in each year of this agreement. Employees shall inform the Employer of the desire to sell back accumulated sick leave between October 30 and December 31 of each year and the Employer shall make the payout by June 30 of the following year. Based on operational needs, the Employer shall have the right to accept or deny such requests 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.

Section 8:

The Employer may use all available floaters as well as employees already scheduled to work in their other locations, at the Employer's discretion, to fill in for employees that call in sick (regardless of how much advance notice the Employer receives).

**ARTICLE XIII
SENIORITY**

Section 1:

Seniority shall be based upon length of continuous service with the Employer in the position or job title. Continuous service shall only be broken by voluntary resignation, discharge for just cause after a hearing, and by retirement. Maternity leave shall not constitute a break in continuous service, however, time on maternity leave beyond FMLA 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 the right to bump employees with less seniority in the same title at different work locations within the County.)

Section 3:

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

Section 4:

In the recruitment, hiring and promotion of staff members, the Employer reaffirms its desire and responsibility to give priority to members of the present staff whenever possible and wherever in the best interest of the Employer, providing employee is qualified to perform the job and the Employer reserves the right of final decision without review.

Section 5:

In the event, permanent positions are made available; the floating cashiers will be afforded the opportunity to fill the spots on a seniority basis.

**ARTICLE XIV
WELFARE FUND**

Section 1:

The Employer agrees, upon ratification, to provide a schedule of retroactive payment in agreement with the Union for the Employer's contribution to the Welfare Fund.

Section 2:

The employer agrees to contribute the sum of Nine Hundred Sixty Dollars for each employee for the calendar year 2007 in accordance with the federal and state laws.

Section 3:

The Employer agrees to contribute the sum of One Thousand Ten Dollars for each employee for the calendar year 2008 in accordance with the federal and state laws.

Section 4:

The Union and the Employer agree to meet and discuss if necessary, the contribution rate for the Welfare fund for the calendar year 2017, 2018, 2019, 2020 in accordance with federal and state laws.

Section 5:

The funds shall be administered in accordance with the Welfare Trust Agreement agreed upon between the parties.

**ARTICLE XV
UNION BULLETIN BOARDS
AND JOB POSTINGS**

The Employer agrees to furnish and maintain a bulletin board in a convenient place in each working area, the bulletin board to be used by the Union. The Union shall limit the posting of notices and bulletins to each board.

**ARTICLE XVI
DISCIPLINE AND DISCHARGE**

Section 1:

It is agreed that the Employer retains the right to discipline or discharge an employee in the interest of good service and the proper conduct of the 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 use the provisions of this agreement for the review and adjustments of grievances.

Section 2:

Employees who have been continuously employed for a period of one 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 Section 4 and 5. Employees employed for less than the period set forth may be discharged or disciplined without cause and without hearing.

Section 3:

Notwithstanding any other provisions of the law, no removal or disciplinary proceedings shall be commenced more than three years after the occurrence of the alleged incompetency or misconduct complained of and described in the charges provided however, that such limitation shall not apply where the incompetency or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

Section 4:

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 or body in writing for the purpose. In case a deputy or other person is so designated, he shall, for 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 recommendations be referred to such office or body for review and decision. The person or persons holding such hearing shall upon the request of the person against whom charges are preferred, permit him to be represented by counsel, and shall allow him to summon witnesses in his behalf. The burden of proving incompetency or misconduct shall be upon the person alleging the same. Compliance with technical rules or evidence shall not be required.

Section 5:

Suspension pending determination of charges penalties:

Pending the hearing and determination of charges of incompetency or misconduct, the employee against who such charges have been preferred may be suspended without pay for a period not exceeding thirty (30) days. If such employee is found guilty of the charges, the penalty or punishment may consist of a reprimand, a fine not to exceed one hundred dollars (\$100.00) 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 employee is suspended without pay may be considered as part of the penalty. If he is acquitted, he shall be restored into his position with full pay for the period of suspension less the amount of compensation which he may have earned in another employment or occupation and any unemployment insurance benefits he may have received during such period. If each employee is found guilty, a copy of the charges, his 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, and a copy thereof shall be filed with the civil service commission having jurisdiction over such position. A copy of the transcript of the hearing shall, upon request of the employee affected, be furnished to him without charge.

**ARTICLE XVII
SETTLEMENT OF DISPUTES**

Section 1:

Grievances and Arbitration Procedures
Statement of Intent:

Any employee shall have the right to have a representative of Local 237, I.B.T. present at any inquiry or meeting to which the employee has been requested to attend before any department head or substitute or subordinate or designated representative, the result of which meeting might lead to disciplinary proceedings against such employee.

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

Any violation 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 of the union shall submit the grievance orally to the employee's supervisor or designated representative within thirty (30) days of its occurrence.

Step 2: If a satisfactory settlement or disposition is not made within five (5) 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 agreement settlement of the grievance or shall call a hearing on the grievance within five (5) working 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 five (5) work days of the conclusion of the hearing, the designated representative will give his answer in writing to the employee and to the Union or to the Union alone if it is a Union grievance. If the answer is a rejection of the grievance, the representative shall detail his reasons for the rejection in writing.

Step 3: If the aggrieved employee, or the Union is not satisfied with the answer to Step 2, a demand must be made within five (5) working days, in writing requesting the submission of the grievance to the President or Executive Director or his designee.

The President, Executive Director, or his designee shall hold a hearing within five (5) working days after receipt of the grievance and shall give his answer in writing to the Union and/or the employee within seven (7) working days after receipt of the written notice of the grievance at Step 3.

Step 4: If the Union is not satisfied with the resolution of the grievance at Step 3, 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 Commissioner of Labor of Suffolk County, or his designee. 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 decision within thirty (30) days after the conclusion of testimony and argument. His 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 3 of the 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 4 of the grievance procedure; or if a satisfactory Step 4 decision has not been so implemented, the Union may institute a grievance concerning such failure to implement at Step 4 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 4.

Section 5:

The Employer shall notify the Union in writing of all grievances filed by employees, all grievance hearings, and all determinations. 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 prescribes 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 presented within thirty (30) days of the occurrence shall be deemed to have been abandoned.

Section 8:

The Union may withdraw a grievance at any step 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 limit 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 agreement in writing or verbally.
- c) Any step of the grievance procedure may be by-passed by mutual agreement in writing or verbally.
- 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.

ARTICLE XVIII

SCHEDULING AND ASSIGNMENT

Section 1:

In the event an employee is unable to report for work on time or calling in sick, (s)he must advise his/her Supervisor at his or her branch or work location as soon as practicable with

the exception of the opening shift. An employee scheduled for an opening shift must contact Human Resources when calling in sick two (2) hours prior to the scheduled starting time or as soon as practicable for a late arrival.

Section 2:

- a) The Employer may provide other forms of wagering or games of chance including but not limited to Quick Draw and/or Lotto. Any cashier assigned to a game of chance window may be at the discretion of management be assigned to a window to take wagering or horse racing. At the time of such assignment, a cashier shall close and lock their money drawer and no other manager or cashier shall enter that drawer. Management shall have the right to move cashiers between game of chance window and horse racing window throughout the day.
- b) Branch customer service representatives shall be classified as cashiers/floaters and may do Lotto and other games of chance.

Section 3:

The Employer shall give notice of the scheduling of employee's hours at least one week in advance of the commencement of the schedule. The Employer shall not change the schedule after the same has been posted, except that the scheduled employment may be cancelled or changed if the cancellation or change is attributable to an act of God, snow, rain storm, the closing of tracks or a change or cancellation due to an act of the employee.

Section 4:

The employees may not exchange hours or shifts unless the "agreement form" is filed with the Human Resources Department in a timely manner and the exchange is approved by the Human Resources Department.

Section 5:

All cashiers/floaters may have a three (3) day weekend on Friday, Saturday, Sunday or Saturday, Sunday, Monday once per month.

Section 6:

The Employer agrees, where possible, to endeavor to accommodate the employee's preference in scheduling.

Section 7:

An employee who is directed to appear at the main office shall be compensated for the time spent in the office at the rate which he or she would be paid if performing regular duties.

Section 8:

The manager shall not, except in an emergency, reserve a window for his own use. The managers shall not regularly be assigned to the cashier positions. Nothing shall prevent the manager from covering a window when necessary.

Section 9:

An employee shall be entitled to a fifteen (15) minute break after two and one quarter (2 ¼) hours of work and thereafter shall be entitled to a ten (10) minute break after the next two and one quarter (2 ¼) hours of work if the employee is scheduled or required to work more than an additional two and one quarter (2 ¼) hours. The time for taking the break shall be approximate and may be scheduled at management's discretion within thirty (30) minutes of the foregoing times.

Section 10:

The Union shall furnish the Employer with a list of its shop stewards, chapter chairperson, vice-chairperson and recording secretary. The foregoing persons shall be the last to be transferred or be discharged for lack of work.

Section 11:

All cashiers shall be adequately funded in accordance with branch needs.

Section 12:

The Employer may extend one employee's shift per branch up to one hour.

Section 13:

The Employer may determine which branch or part thereof shall use bet slips or utilize verbal bets.

**ARTICLE XIX
JOB DESCRIPTIONS**

Section 1:

The job description for each of the positions are set forth below:

CASHIER/FLOATER

General Statement:

Under the supervision, with little latitude for independent or unreviewed action or decision, performs work of more than ordinary difficulty and responsibility in a BRANCH OFFICE or in the TELEPHONE BETTING CENTER.

Duties and Responsibilities:

- a) Accepts, has custody of, and accounts for wagers received in specified events
- b) Records and transmits wager information.
- c) Operates ticket selling machines, telephone head set and keyboard and other job related machinery and/or equipment.
- d) Responsible for accurate client, account and account balance verification.
- e) Cashing winning tickets, examining for genuineness.*
- f) Assists in the posting of racing information verification thereof.*
- g) Responsible for maintaining good customer relations, for providing customers with racing procedures and terminology and with rules as to time, betting and (*cashing wagers).
- h) Performs other related duties as assigned, to include maintaining cleanliness of their work area.

*Applies to cashier in BRANCH OFFICES only.

TRAINERS

Employer agrees that employees who have been identified to help train cashiers and attendant custodians shall be entitled to receive time and one-quarter (1 ¼) for time spent training cashiers and attendant custodians. Further, the Employer and the Union agree that employees shall have the right to decline the request of the Employer to participate as a trainer of employees.

ATTENDANT/CUSTODIAN

General Statement:

Under direct supervision of the manager/assistant manager in charge, attends, guards, patrols, and cleans the Branch. Also provides racing information in order to satisfy SROTBC needs. Directs customers to points within Branch, coping in tactful manner with various

situations involving the public and performing other duties of a regular or special nature, either during the day or at night as required.

Duties and Responsibilities:

- a) Keep premises neat and orderly in the general public area including the removal, at regular intervals during the shift, of discarded bet slips, tickets, racing paraphernalia and other debris from the betting tables and the floor.
- b) Vacuum, sweep and mop floors and lavatories of both employees and public areas and is additionally responsible for dusting and cleaning furniture, walls, windows, fixtures and equipment.
- c) Shovels snow from sidewalks, steps and keeps outside premises clean and free from debris.
- d) Directs the public to various windows and assists customers in the preparation of all SROTBC betting forms.
- e) Shall provide an adequate supply of betting slips, pencils, etc., in the public area for customer use.
- f) Assists in the timely and accurate posting of racing information including scratches, jockey changes, results, etc., and other information as is required by the Manager/Assistant Manager in those areas of assignment.
- g) Assists in maintaining order in the Branch Office area or areas of assignment and in the detection of undesirable and disorderly persons.
- h) Knowledge of alarm and emergency procedures, and an awareness of all occurrence in the area to which assigned.
- i) Responsible for maintaining good business order, using courtesy and tact when dealing with the public/customers.
- j) Performs and makes police escorted bank runs and deposits.
- k) Performs other related duties as assigned.
- l) Conforms to SROTBC standards for proper attire.

The Employer may at its option, and its expense, provide a vest and/or jacket for the employees to use at the individual branches and when the Employer provides the vest and/or jacket for such use, the employees shall be required to wear white shirts. Such shirts shall not be t-shirts and shall be consistent with casual business attire. The purchase of white shirts and cleaning of vests shall be at the employee's own expense. The employees shall be entitled to

wear pants including khakis or dark jean type of material but shall not be entitled to wear blue jeans.

ARTICLE XX DOCTRINE OF SEVERABILITY

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

ARTICLE XXI PERSONNEL AND PAY PRACTICES

Section 1:

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

Section 2:

Employee pay checks shall contain an itemization of all deductions.

ARTICLE XXII CASH DISCREPANCIES

Section 1:

- a) All employees entrusted with the responsibility of handling cash shall be held accountable and shall be required to reimburse the Employer for any shortage. Additionally, all overages are the property of the Employer and the employee shall be responsible for payment of all their overages to the Employer.
- b) The cash entrusted to any employee shall be accessible to no one other than that employee.

- c) When the money is turned over to an authorized individual, a proper receipt shall be issued.
- d) Misconduct by an employee with respect to money handling practices is grounds for disciplinary actions.

Section 2:

In addition to the responsibility of every employee for the cash for which he 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) An involuntary transfer to a new position which does not require the employee to handle cash
- e) A fine
- f) Suspension and/or termination

Section 3:

- a) In the event of a shortage or discrepancy of \$1.00 or more at the end of the employee's work day, 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 filing a protest of shortage form within three (3) 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 ten (10) days.
- c) The Employer agrees to limit the amount deducted from any one pay check to not more than fifteen (15%) percent of the net amount due the employee, providing the amount owed to the Employer is not in excess of \$150.00. The limitation shall apply only while the employee is in the continue 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 terminal and report and certify the condition of 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. In the case of a lost bet, a bet poll shall be immediately taken by the manager at the request of the cashier.

**ARTICLE XXIII
TRANSFERS**

Section 1:

A transfer shall mean the shifting of an employee from one work location to another within the County.

Section 2:

All other factors being equal, voluntary transfer shall be made on the basis of greater seniority in the position.

Section 3:

Involuntary transfers shall be made on the basis of least seniority in the position. If a person is involuntarily transferred from one branch to another within the County, then the transferred individual shall have the right to be returned to his original branch if the position becomes available within one (1) year of original transfer.

**ARTICLE XXIV
SUMMER HELP**

The Employer shall have the right to hire temporary employees during the period April 15th through September 15th of each and every year. In addition, the Employer will be allowed to bring back previously trained temporary employees as needed during holiday season (Thanksgiving through New Years' Day). The summer/temporary employees shall not be governed by provisions of this agreement. The summer employees shall not displace or replace a regularly assigned branch cashier and are to be utilized as floating cashiers. In the event a summer employee remains on the payroll subsequent to September 15th, the employee shall be placed upon the payroll as a commencing employment effective the payroll period subsequent to September 15th. They will be paid the same as summer help.

**ARTICLE XXV
AUTOMATIC MACHINES**

The Employer agrees that the installation of automatic betting machines (SAMS) will not result in the discharge of employees employed by OTB prior to July 1, 1988.

**ARTICLE XXVI
SAFETY COMMITTEE**

Two members of the Union shall sit on the Safety Committee established by the Employer. Members will not be compensated for time served.

**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 in and executed in writing in accordance with the requirement of law.

**ARTICLE XXVIII
ABBREVIATED WORK WEEK BENEFITS**

Any employee on the payroll as of January 1, 1988 working on an abbreviated work week shall be entitled to receive sick pay, holiday pay, and vacation pay, equivalent to the hourly pay for those days received by the employee prior to December 11, 1987.

**ARTICLE XXIX
NEW EMPLOYEES**

New employees are those individuals who commenced work after the Union membership ratified the agreement reached by the negotiations between the parties.

SUBJECT OF MEMORANDUM OF UNDERSTANDING

- a) No employee shall be pressured to work more than twenty-three (23) hours, excluding Sunday for employees hired prior to March 21, 2008 and including Sunday for employees hired on or after March 21, 2008, except in an emergency situation.
- b) The written lotto procedure is reaffirmed and shall be followed.
- c) The rotation procedure for extra hours is reaffirmed and shall be followed.

This agreement shall govern the relationship between the parties from January 1, 2017 to December 31, 2020.

SUFFOLK REGIONAL OFF-TRACK
BETTING CORPORATION

By: Philip C. Nolan 3/15/17

TEAMSTERS UNION, LOCAL 237,
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

By: Richard Mendeloff

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

On this 15 day of March, 2017, before me personal came PHILIP C. NOLAN, to be known and being by me duly sworn, did depose and say that his 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.

Paulette L. Moses

Sworn to before me this
15 day of March 2017
Paulette L. Moses
Notary Public

PAULETTE L. MOSES
Notary Public, State of New York
No. 01M06105679
Qualified in Suffolk County
Commission Expires 2/23/20 20

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

On this 21 day of March, 2017, before me personal came RICHARD HENDERSHOT, to be known and being by me duly sworn, did depose and say that his is the Vice-President of TEAMSTERS UNION LOCAL 237, INTERNATIONAL BROTHERHOOD OF TEAMSTERS described in and which extended the foregoing agreement: that he knows the seal of the TEAMSTERS UNION LOCAL 237, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and that such seal was so affixed by order of the Board of Directors, and that he signed his name thereto by like order.

Paulette L. Moses

Sworn to before me this
21 day of March 2017
Paulette L. Moses
Notary Public

PAULETTE L. MOSES
Notary Public, State of New York
No. 01MO6105679
Qualified in Suffolk County
Commission Expires: 2/23/2020

Appendix Notes:

The following rate increase will be retroactive to January 1, 2017.

2017

January 1, 2017 wage increase is 3.5%*

2018

January 1, 2018 wage increase is 4%

2019

January 1, 2019 salary increase is 4%

2020

January 1, 2020 wage increase is 4%

*The increase will be implement no earlier than 90 days after the initial opening of the VLT facility, but will be retroactive to January 1, 2017.

**2017-2020 NEW SALARY SCHEDULE
APPENDIX A**

Cashiers and Attendant/Custodians

Step *	2017	2018	2019	2020
1	\$12.00	\$12.48	\$12.98	\$13.50
2	\$12.39	\$12.89	\$13.40	\$13.94
3	\$12.91	\$13.43	\$13.96	\$14.52
4	\$13.53	\$14.07	\$14.63	\$15.22
5	\$14.11	\$14.67	\$15.26	\$15.87
6	\$17.79	\$18.50	\$19.24	\$20.01
7	\$18.73	\$19.48	\$20.26	\$21.07
8	\$19.87	\$20.66	\$21.49	\$22.35
9	\$20.92	\$21.76	\$22.63	\$22.53
10	\$22.16	\$23.05	\$23.97	\$24.93

* Annual step increases will occur once each year, effective July 1st, regardless of anniversary date. Employees hired between January and June will receive their first step increase effective July 1st of the following year.

Memorandum of Agreement

Except as modified herein, the contract 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 425 Oser Avenue, Suite 2, Hauppauge New York, 11788 (hereinafter referred to as the "Employer") and Teamsters Union Local 237, International Brotherhood of Teamsters, having its office and principal place of business at 100 West Main Street, Babylon, NY 11702 (hereinafter referred to as the "Union"), which expired on December 31, 2014, shall remain in full force and effect.

This memorandum shall be subject to the ratification by the Employers' board of directors and the membership of the unit. The parties' respectful negotiating teams agree to recommend such ratification to their principals. Unless otherwise specified, the following modifications shall become effective for the work week following ratification by both the Employer's board of directors and the membership of the unit.

1. Article V Section 2 and Article VI Section 6 paragraph 1 shall be amended such that employees hired after the ratification date will be paid at the regular straight time rate on Sundays. Employees hired prior to ratification of the contract will continue to be paid time plus ½ hours worked on Sundays.
2. Article VI Section 1 and 2 will be amended to establish a uniform pay rate structure for all cashiers and attendant custodians, thereby eliminating separate rate structures; i.e. Appendix A, A1 B and B1. There will be one pay structure for employees hired both prior and subsequent to March 21, 2008.
3. Annual step increases will occur once each year, effective July 1st, regardless of anniversary date. Employees hired between January and June will receive their first step increase effective July 1st of the following year.
4. Article VI Section 6 paragraph 4 shall be amended such that as long as official Breeders' Cup World Championship races take place on both Friday and Saturday, employees will receive time and one half for hours worked between the opening of the facility and 8:00 PM on both Friday and Saturday of Breeders' Cup weekend.
5. Article X Section 4 shall be amended to allow for compensatory time for part time employees to be capped at 40 hours instead of the current 35.
6. Article XI Section 1 paragraph c) and d) shall be amended such that there will be no payments of vacation time above the caps for the duration of this contract. Employees must use any accrued vacation time above the cap before 12/31 of each year. Any vacation hours accrued above the cap will not be carried forward into the subsequent year. (i.e. "use it or lose it.")
7. Article XII Section 8 will be amended to allow the Employer to use all available floaters as well as employees already scheduled to work in other locations, at the Employer's discretion, to fill in for employees that call in sick regardless of how much advance notice the Employer receives.
8. Article XXIV shall be amended to change the start date that temporary employees may be hired from May 15th to April 15th. In addition, the Employer will be allowed to bring back previously trained temporary employees as needed during the holiday/holiday season (Thanksgiving through New Years' Day). They will be paid the same as summer help.

Memorandum of Agreement

9. Rates will be increased as follows:

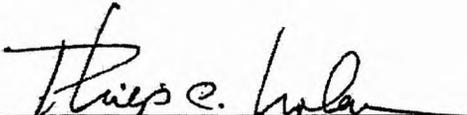
Jan 1st 2017 3.5% rate increase*
Jan 1st 2018 4% rate increase
Jan 1st 2019 4% rate increase
Jan 1st 2020 4% rate increase

*The increase will be implemented no earlier than 90 days after the initial opening of the VLT facility, but will be retroactive to January 1st 2017.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 12th day of December, 2016.

SUFFOLK REGIONAL OFF TRACK BETTING
CORPORATION

LOCAL 237
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMAN AND HELPERS OF
AMERICA


By: Philip C. Nolan
President


By: Richard Hendershot
Vice President