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Union: **Western Regional Off-Track Betting Employees Union Supervisory Unit, Service Employees International Union (SEIU), AFL-CIO, CLC**

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**WESTERN REGIONAL
OFF-TRACK BETTING
CORPORATION**



Service Employees
International Union
AFL-CIO, CLC
Local 200-United

RECEIVED

NOV 19 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

LOCAL 200UNITED



SEIU

Stronger Together

**SUPERVISORY UNIT
January 1, 2007 - December 31, 2009**

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ARTICLE 1 PREAMBLE

THIS AGREEMENT entered into by the WESTERN REGIONAL OFF-TRACK BETTING CORPORATION, hereinafter referred to as the "Employer", and the SERVICE EMPLOYEES' INTERNATIONAL UNION, WESTERN REGIONAL OFF-TRACK BETTING EMPLOYEES' UNION, LOCAL 200UNITED, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 2 RECOGNITION

Section 2.1

The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours and all other terms and conditions of employment for all the employees whose job classifications appear in Article 45. The parties agree to this amended list of titles from the original certification issued by the New York State Public Employees Relations Board.

Section 2.2

The Union shall have unchallenged representation status for the duration of this Agreement. The Employer will not permit any other labor organization to utilize its facilities nor to contact its employees while they are working.

ARTICLE 3
DISAFFIRMANCE OF RIGHT TO STRIKE

Neither the Union nor any employee represented by it shall engage in a strike and neither the Union nor any employee represented by it shall cause, instigate, encourage or condone a strike. No lock-out of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 4
DUES AND FEES

Section 4.1

An employee may have the Employer deduct on a monthly basis the employee's monthly dues and initiation fees where applicable. Request for such deduction must be signed by the employee on the form annexed hereto as Appendix A.

Section 4.2

Upon receipt by the Corporation of an employee's signed authorization, it will deduct from the employee's pay the monies specified in Section 4.1 and remit same together with a list of the names of the employees from whose earnings the deductions were made to LOCAL 200UNITED, SEIU, on or before the 15th day of each month following the month in which the deductions were made.

The Employer agrees to notify the Union of terminations and to furnish the date of hire along with the employee's address for all newly hired employees with each check-off. The monthly check-off list shall include name, employment status, wage rate, job classification and amount of dues deducted.

Section 4.3

The Union shall certify in writing and submit to the Employer the specific amount of regular monthly dues or agency shop fees and initiation fees for members to be deducted under the provisions of this Article. Any changes in the amounts to be deducted shall be certified in writing to the Employer.

Section 4.4

The Employer shall deduct initiation fees in the first pay period following the completion of the probationary period and upon receipt of a properly executed payroll deduction authorization form.

Section 4.5

Upon notification from the Union, the Employer will promptly investigate any complaint that dues deductions were not properly made and/or remitted. In the event the complaint is not reconciled, the Employer agrees to provide records pertinent to the specific complaint upon written request from the Secretary/Treasurer. Unresolved complaints are a proper subject for Grievance Procedure at Step 4.

Section 4.6

An employee may authorize the Employer to deduct on a voluntary basis a COPE deduction once an employee has provided a properly executed deduction authorization form (Appendix B). Appendix B is subject to change by the Union during the term of the contract, and employees shall be provided two deduction options – lump sum or per pay period.

Section 4.7

The Union will save harmless the Employer from any and all claims arising hereunder, provided the Employer has complied with the above provisions.

ARTICLE 4A AGENCY SHOP

Section 4A.1 - Union Security

It shall be a condition of employment that all employees who have completed their probationary period and are members of the Union on or before July 1, 1979, shall remain members of the Union, or pay an agency shop fee equivalent to the uniform monthly dues and fees required of Union members within thirty (30) days from the ratification of this Agreement. Those employees who are not members of the Union on said date shall also become Union members or pay an agency shop fee within thirty (30) days from the ratification of this Agreement.

Section 4A.2

Those employees hired after July 1, 1979, and who have completed their probationary period, shall as a condition of employment, either become members of the Union or pay an agency shop fee equivalent to the uniform monthly dues and fees required of Union members as above.

Section 4A.3

At the written request of the Union, the Employer will discharge any employee who does not agree to become a member of the Union or pay an agency shop fee.

Section 4A.4

The Employer agrees to include in an orientation packet for all employees hired after July 1, 1979, a copy of this Agreement and a greeting letter from the Union.

Section 4A.5

The Union agrees to save harmless the Employer from any claims arising from the above provisions.

ARTICLE 5 NON-DISCRIMINATION

No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any employee covered by this Agreement on account of race, sex, color, age, religious creed, political affiliation, national origin, marital status or disability. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications regardless of sex.

ARTICLE 6 MANAGEMENT RIGHTS

All the rights, functions and prerogatives of management and the exercise thereof which are not expressly and specifically modified by one or more specific provisions of this Agreement are reserved and retained exclusively to the Employer. Unless otherwise modified by one or more specific provisions of this Agreement, the Employer reserves the right to hire, promote, transfer, discipline and discharge for

just cause, to promulgate reasonable rules and regulations to maintain the efficiency to govern the conduct of employees, and to determine the schedules and methods of work, provided, however, that any grievance arising out of the promotion, transfer, discipline or discharge for just cause shall be adjusted through the grievance procedure as set forth herein.

ARTICLE 7 PRODUCTIVITY

The Union and 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 so that both parties may gain economic improvements.

ARTICLE 8 SUCCESSOR

It is hereby agreed that the terms and provisions of this Agreement shall be binding upon the successors or assigns of the respective parties hereto as permitted by Law.

ARTICLE 9 TRANSFER OF FUNDS

Section 9.1

In no case shall any employee covered by this Agreement be disciplined or held accountable for any monies that are lost or stolen as the result of a transportation of funds

required to be made in the course of his employment, where such loss or misappropriation is not due to the negligence of the employee.

Section 9.2

The Employer reserves the right to investigate and determine the responsibility for said action.

ARTICLE 10 DEFINITIONS

Section 10.1

For the purposes of the Agreement, employees are classified as:

- a) Permanent - An employee who has completed a probationary period and is scheduled to work on a regular basis.
- b) Full-Time - An employee regularly scheduled to work a minimum of thirty-five (35) hours per week.
- c) Temporary - A permanent employee promoted or assigned to a vacancy anticipated to exist for a specific period of time due to the absence of a permanent employee.
- d) Probationary - An employee who has not yet completed his probationary period as specified in Article 11 of this Agreement and who does not accrue any rights under this Agreement, except as otherwise provided herein.

Section 10.2

The term "county" is defined as each participating municipality with the exception of Buffalo, which is included within Erie County, and the City of Rochester, which is included within Monroe County.

ARTICLE 11 SENIORITY

Section 11.1

a) Corporate seniority shall begin with the employee's most recent date of hire with the Corporation as defined in Section 11.2 of this Article, or as otherwise provided for in this Agreement.

b) Classification seniority is based on the employee's length of service, within a recognized classification, as defined in this Agreement.

c) Corporate and classification seniority shall be accumulated during a leave of absence due to illness or military leave, as long as such seniority is not terminated in accordance with other provisions of the Agreement.

d) Classification seniority will not be accumulated in the position from which a person is laid off for the period of the layoff. Corporate seniority will accumulate during a layoff as long as such is not terminated in accordance with other provisions of the Agreement.

e) Corporate seniority shall apply in computation or determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement. Corporate seniority shall apply where there is a conflict between two or more employees in the same classification relative to scheduling time off.

Section 11.2

All new employees hired on a regular basis shall be considered probationary employees for a period of one hundred and twenty (120) calendar days. The probationary period shall commence from the first day of work following the training period during which time they shall have no status or rights to benefits unless otherwise stated in this Agreement

and may be dismissed within said probationary period at the sole discretion of the Employer. If such employee is retained beyond the probationary period, he shall immediately thereafter be classified as a permanent employee and his seniority shall commence as of the first date of the training period and all of his rights and applicable benefits under the Agreement shall accrue from the beginning of his first day of work.

Section 11.3

An employee's seniority and employment shall be discontinued by:

1. Voluntary resignation
2. Discharge for just cause
3. Retirement
4. Failure to report for work after four (4) days absence without properly notifying the Employer, to include return from layoff after proper notification
5. Layoff for a continuous period equal to the acquired length of seniority on a time for time basis with a minimum of six (6) months to a maximum of eighteen (18) months
6. Failure to return to work at the expiration of an authorized leave of absence
7. Obtaining a leave of absence by false or misleading statement
8. Failure to work for three (3) consecutive shifts within a twelve (12) month period in accordance with Appendix "C"
9. Failure to pass a drug or alcohol test

Section 11.4

Employees holding exempt positions prior to the ratification date of this Agreement shall have their total corporate seniority frozen as of the date of their first day of work in the exempt position.

ARTICLE 12 TRANSFERS

Section 12.1

For the purposes of this contract, a transfer shall be defined as a reassignment of any employee from one OTB branch to another without significant change in duties, but shall not include the first assignment of a new employee after an initial period of training. The movement of an entire OTB operation from one location to another shall not constitute a transfer.

Section 12.2

The Employer agrees to maintain a transfer request list of each employee who requests a transfer by order of corporate seniority.

Section 12.3

An employee may request transfer to any branch within his county. If an employee requests and receives a transfer, such employee must accept the schedule of hours available.

An employee may remove his name from the transfer list upon notification to the Employer in writing.

Section 12.4

The Employer shall have no obligation under this Article to consider more than one transfer request from any employee in any twelve (12) month period. Any one transfer request within a twelve (12) month period is subject to approval by the Employer. Any transfer requests will expire after a twelve (12) month period. Employees may update their transfer request at any time.

Section 12.5

a) Five (5) employees who are designated as Union Officers and two (2) designated Head Grievance Chairpersons who are within a designated job title for thirty (30) days will not be subject to any involuntary transfer unless unusual circumstances arise which would be contradictory to the best interest of either party.

b) Any employee who resigns or is removed from union office will automatically lose this status and will revert to his seniority as indicated on the master seniority list. The Union agrees to provide the Employer with a list of the Union officers and the "Head Grievance Chairmen" on January 1 and July 1 of each year, unless such status changes in the interim period.

Section 12.6

The Employer will give every consideration to the transportation difficulties, etc., of those employees who cannot readily transfer.

Section 12.7

The Employer will give notice of any new branch openings. For new branches there shall be a two week transfer request filing period. Voluntary transfer requests to a respective job classification received during this period will be considered on the basis of corporate seniority in the respective county in accordance with the other terms of this Agreement. Transferees will be notified as soon as possible before their assignment to the new branch.

Section 12.8

The method of operation of the Employer dictates that involuntary transfers must occur within the Branch Manager and Branch Supervisor classifications. These transfers are required to improve performance, assist employees in skill development, and to enhance the efficiency of operations. Except under extraordinary circumstances, employees so classified will not be involuntarily transferred in excess of once every twelve (12) months. However, it is recognized by the parties that circumstances may occur which require an employee to be transferred more than once in the twelve (12) month period. In the event that a transfer occurs more frequently than once in a twelve (12) month period, the Employer will provide the reason for such transfer, in writing, to the affected employee and the Union.

ARTICLE 13 JOB POSTINGS

Section 13.1

a) In the event there are any permanent job vacancies which the Employer has reason to know will exist or have existed in excess of ten (10) working days, and which have not been filled under the provisions of Article 12, such jobs shall be posted on bulletin boards in county locations previously agreed to for a period of five (5) consecutive working days. It is further agreed that the Employer will fill the vacancy the Monday following the closing of the job posting, and each position will be filled based upon the following criteria:

1. The position will be filled with an employee who applies, who has a minimum of one year experience in the classification directly below the posted position.

2. If the position cannot be filled in accordance with (1)

above, the position will be filled from amongst the employee applicants who have less than one year experience in the classification directly below the posted position, and who are qualified and capable of performing the job.

3. If the position cannot be filled in accordance with (1) and (2) above, the position will be filled from amongst the employee applicants who are qualified and capable of performing the job.

b) Where there is more than one employee applicant within the specified criteria above, the position will be awarded to the employee with the greatest corporate seniority.

c) The parties agree that employees who are now or will be at their own request demoted to a lower position will lose all classification seniority in the higher level positions. Therefore, an employee must again serve in the higher level positions for the periods specified in the considerations for promotions and wage rate changes.

d) When the most senior person eligible to be awarded a job posting submits an application for a job posting, the corporation shall immediately begin the process of filling the vacancy created by their acceptance of the posted position.

Section 13.2

a) In the event a temporary vacancy occurs which is anticipated not to exceed twenty-seven (27) calendar days, including daily or non-recurring vacancies which occur due to illness or vacation or other circumstances, then in that event, those vacancies shall be filled with the most senior employee in the branch who is qualified and available and willing to perform the work through the upgrading of each employee from his respective job title to the next higher job title to fill the vacancy. An employee serving in the higher job classification will receive the higher classification pay or his rate of pay,

whichever is greater, in accordance with the provisions of Article 42.

b) In the event a temporary vacancy occurs which is anticipated to exceed twenty-seven (27) calendar days, the Employer will post for a temporary vacancy as outlined in Section 13.1.

c) If the temporary vacancy occurs in the branch supervisor position in a county that has a Floating Branch Supervisor, the Floating Branch Supervisor will be offered the position and if he accepts the Floating Branch Supervisor position will be posted.

d) If an employee is absent from work on consecutive authorized leaves of absences which individually are for less than twenty-seven (27) days, when the total number of days absent reaches thirty-five (35) days, the position shall be posted as a temporary position.

Section 13.3

In the event an employee is promoted to a temporary vacancy within his county, he will be returned to his former position and location upon the return of the employee being replaced unless otherwise eligible to be retained within said classification according to the terms of this Agreement. It is agreed by the parties that Article 12 will not be considered in the filling of temporary vacancies.

Section 13.4

An employee will receive credit for job classification seniority while working on acting or temporary status in a higher job classification only if that service is for a period in excess of five (5) continuous days. Five (5) continuous days shall be defined as forty (40) hours for all classifications cov-

ered by this Agreement. This job classification seniority will be credited to the employee's total job classification seniority in the higher job classification.

Section 13.5

Employees who are promoted to a permanent job vacancy as outlined in Section 13.1 shall serve a trial period of one hundred and twenty (120) days during which time their performance will be evaluated for final promotion. Before the trial period is completed, each employee will receive a written evaluation from his/her immediate supervisor which has been reviewed by the Regional Manager. Employees who do not successfully complete their trial period will not be eligible for a promotional opportunity for six (6) months from the date of their return to their former classification.

Section 13.6

Employees who are removed from a position during the trial period shall be returned to their former classification.

Section 13.7

Persons provisionally appointed into a title within the supervisory unit for the first time shall serve a probationary period of one hundred and twenty (120) days in the new title. They may be returned to their former classification during the trial period as long as the reason for their return is neither arbitrary nor capricious.

Section 13.8

Current disciplinary action will be considered with respect to all promotions as outlined in Section 13.1 of this Article.

ARTICLE 14 LAYOFF AND RECALL

Section 14.1

a) Permanent employees will be laid off in inverse seniority within their job classification on the basis of their corporate seniority within the county. If an employee is laid off, then said employee will be allowed to displace the employee with the least corporate seniority in the next lower job classification within a county.

b) If possible, employees to be laid off pursuant to this section will be given seven (7) calendar days notice prior to said layoff.

c) The Employer will supply the Union with a copy of the names of all employees laid off pursuant to this section.

d) In the event two (2) employees have the same corporate seniority, layoff or reduction of hours shall be determined by classification seniority. In the event that the classification seniority date is the same, layoff or reduction of hours shall be determined by lot.

Section 14.2

a) Employees on layoff shall be recalled in the order of corporate seniority providing that those recalled have the demonstrated ability and qualifications to perform the available work, prior to any job posting as provided in Article 13.

b) An employee on layoff must maintain his up-to-date mailing address with the Employer.

c) The laid off employee must notify the Employer seven (7) calendar days from date of receipt of recall or date when he should have received such notice of his intent to return.

d) Employees refusing a recall to a permanent job will be removed from the layoff list and forfeit future rights to recall from that layoff.

Section 14.3

a) The Unit Chairperson, one (1) Unit Vice Chairperson and two (2) Grievance Chairpersons of the Union shall head the seniority list at all times with respect to the layoff provisions of this Agreement only.

b) Such officers of the Union shall enjoy "super-seniority" status for the duration of this Agreement and during their terms as officers of the Union. An employee so designated shall lose their "super-seniority" status when no longer performing in one of the titles listed and shall revert to their established seniority date.

Section 14.4

The changes in this article become effective upon the signing of this Agreement. Employees laid off prior to this date will be recalled in order of corporate seniority as future openings occur.

Section 14.5

Employees laid off from the supervisory unit have the right to displace employees in the non-supervisory unit pursuant to Section 14.1.

ARTICLE 15 HOURS OF WORK

Section 15.1

All employees shall have a designated work schedule with an established starting time and quitting time.

Section 15.2

The regular hours of work each day shall be consecutive except for interruption for lunch periods.

Section 15.3

The normal work schedules as currently exist in the respective branches will be continued unless hours are either increased or decreased within other existing provisions of this Agreement. Any changes will be reviewed with the Union, and unless in conflict with this Agreement will be changed.

Section 15.4

Work schedules will not normally be changed, but in the event of an emergency situation, such schedules may be changed without notice.

Section 15.5

Scheduled days off may be changed to facilitate either an employee's request or the efficiency of operations at the discretion of the Employer. Seniority will be given consideration in determining work schedules.

Section 15.6

The Employer agrees to provide reasonable rest periods.

Section 15.7

Employees covered by this Agreement will be regularly scheduled for a minimum of forty (40) hours per week.

ARTICLE 16 EXTRA HOURS AND OVERTIME

Section 16.1 - Overtime

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.

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

c) No overtime will be paid unless approved by the appropriate Regional Manager or Department Head.

d) All personnel within a branch will be afforded the first opportunity to work available overtime before scheduling employees from other branches.

Section 16.2 - Sunday Work

a) It is hereby agreed that overtime assignments for Sunday work within a branch shall be shared as equally as practicable between the Branch Manager and Branch Supervisor. If both employees decline, the Sunday work will be offered to the Floating Branch Supervisor and if unavailable, the Sunday work will be offered to the most senior Branch Manager or Branch Supervisor who is permanently assigned to a non-Sunday branch and who has notified the regional office on a weekly basis, by Wednesday of each week, of their desire to work Sunday. Sunday assignments will be made on a wheel basis. If all these employees decline, the Senior Line Operator regularly assigned to the Branch may work at the Branch Supervisor normal overtime rate.

This understanding is made with recognition by the parties that unless specifically excused by the Regional

Manager, one of the branch employees described above must work when overtime is available.

b) All permanent employees who are assigned to work Sundays shall receive time and one-half for all hours worked.

ARTICLE 17 REPORTING PAY

Section 17.1

This Article applies to all the employees who are subject to the provisions of this Agreement.

a) If an employee reports for work and the Employer is unable to notify him that no work is available, the employee will be granted four (4) hours pay.

b) Employees who start work but do not complete their shift at times when the branch closes early may be allowed to remain at the branch to perform various administrative duties to complete their shift or will be allowed to use vacation or personal leave to complete the unworked portion of their shift.

c) Hours paid to an employee for time not worked will not be considered as work performed in the calculation of overtime as outlined in Article 16.

d) Hours paid to an employee for time not worked will be paid at straight rate only, on all days, including Sundays and holidays.

Section 17.2

The Union agrees that under certain circumstances and conditions, particular employees may be desirous of establishing a work schedule carrying a number of hours less than the minimums established.

Section 17.3

Where the Employer and Union agree to scheduled hours less than a minimum, any employee scheduled for less than forty (40) hours pursuant to Section 15.7 will be required by the Employer to sign a waiver of the minimum reporting pay requirement, which said waiver shall include an acknowledgment by the employee that, in fact, the waiver was voluntary and that said voluntary action has been affirmed to the Union.

ARTICLE 18 ACTING PAY

Section 18.1

Employees will receive acting Branch Manager pay only in those branches which are permanently assigned a Branch Manager, beginning on the second day of the acting assignment if the acting assignment is less than one (1) consecutive week. Employees acting as Branch Manager for one (1) consecutive week or more shall be paid Branch Manager pay beginning on the first day of the acting assignment. Branch Supervisors acting for Branch Managers will be allowed to retain their own Sunday, but must accept the Branch Manager's schedule the next full week if the acting assignment continues.

Section 18.2

A vacancy shall be defined to include the replacing of a permanent employee who is off work for illness, vacation, or other compelling reasons.

Section 18.3

The employee designated must be qualified to perform the duties of that job.

Section 18.4

If an employee is assigned to work in a lower rated job at the convenience of the Employer, he shall be paid his regular rate of pay.

Section 18.5

The parties recognize the need and agree to allow employees of the non-supervisory unit to act in supervisory positions covered by this Agreement. Assignments will be made pursuant to the relevant sections of the Non-Supervisory Agreement.

ARTICLE 19 TRAINING TIME PAY

Section 19.1

All new employees hired on a regular basis covered by this Agreement shall be paid at their probationary pay rate for all time spent training for their jobs, provided they accept employment and work a minimum of two weeks. Pay for the training period will be made after two weeks of work.

Section 19.2

The seniority date for all new employees hired on a regular basis begins on the first day of the training period.

ARTICLE 20 NEW JOBS

New jobs in the bargaining unit may be created by the Employer who shall establish the classification and rate which shall be in line with the rates established in this Agreement for similar work. The Union will be notified upon the creation of a new job and the parties shall meet at the

request of the Union to discuss the wage rate proposed for the particular job. In the event the Union does not agree to the proposed rate, it shall, within fifteen (15) working days, file a grievance and process it through the Grievance Procedure, commencing at Step 3. The job and rate will be retroactive to the time that the job commenced.

ARTICLE 21 DISCIPLINE AND DISCHARGE

Section 21.1

A permanent employee will not be disciplined or discharged without just cause. Should it become necessary to discipline an employee because of his misconduct or violation of the Employer's rules and regulations, the following step procedure shall be followed:

a) The employee's supervisor will discuss the violation with the employee and if deemed necessary, a record of such discussion placed in the employee's personnel folder.

b) Should the employee again commit a violation of the Employer's rules or terms of employment, if deemed necessary, he shall be subject to disciplinary action in the form of a written warning.

c) Should the employee again commit a violation of the Employer's rules and terms of employment, if deemed necessary, he shall be subject to a disciplinary suspension, not to exceed two (2) days without pay.

d) Should the employee again commit a violation of the Employer's rules and terms of employment, if deemed necessary, he shall be subject to other disciplinary action which may include discharge.

e) Before any discharge is effected, the employee if he so chooses, and the Union representative will be given an opportunity to review the alleged violation with the

Employer's designated representative.

f) A record of any disciplinary action shall be placed in the employee's personnel folder, with a copy to the employee.

g) If an employee receives a written reprimand, suspension, or discharge, the Employer will specify in writing the reason for discipline. A copy of such notice will be forwarded to the Union Grievance Chairman within seven (7) days of issuance.

h) For purposes of progressive discipline only, all written warnings and suspensions will expire one (1) year from their issuance. Memorandum of oral warnings and written warnings will be removed from the personnel file one (1) year from their issuance providing the employee receives no other oral or written warnings during that period. Notices of disciplinary suspensions will remain part of the employee's personnel file.

i) The Employer reserves the right to effect appropriate disciplinary action where the seriousness of the offense requires action in order to maintain the efficiency and conduct of operation. The Union will be notified as soon as possible not to exceed forty-eight (48) hours, of such action.

j) The Employer will assess corrective discipline within thirty (30) days of the occurrence of misconduct or violation, unless circumstances are such that the Employer had no knowledge of the occurrence within that period. The above time limits shall not apply to those acts which constitute a felony allegedly committed in conducting the business of the Employer.

Section 21.2

This Article does not apply to probationary employees or any other employees not having attained seniority.

ARTICLE 22 SETTLEMENT OF DISPUTES

Section 22.1

Grievance and Arbitration Procedures

a) Any grievance, controversy, or dispute which may arise between the parties regarding the application, meaning or interpretation of this Agreement shall be settled in the following manner:

b) The employee and/or the Union shall submit the grievance orally to the employee's immediate supervisor within five (5) working days of its occurrence. If at that time, the Union is unaware of the grievance when it arises, it shall take it up within five (5) working days of learning of its existence.

Step 1: If a satisfactory settlement or disposition is not made within three (3) working days from the date of the submission of the grievance, the Union's representative, with or without the employee, may reduce the complaint to writing and submit the formal grievance to the employee's immediate supervisor, who shall answer same within three (3) working days of its receipt.

Step 2: If a satisfactory settlement or disposition is not made within three (3) working days from the date of receipt of the written submission of the grievance, the Union may, with or without the employee, within seven (7) working days thereafter, submit the grievance to the Regional Manager or the Department Head. The representative shall within five (5) working days after the date of the receipt of the grievance set forth in writing his answer to the grievance.

Step 3: An appeal from an unsatisfactory decision at Step Two shall be presented in writing to the Executive Vice-President or his designated representative. The appeal must be made within ten (10) working days of receipt of the Step Two decision.

The Executive Vice-President or his designated representative shall within ten (10) working days after the date of the receipt of the grievance set forth in writing his answer to the grievance or in the alternative, hold a meeting to discuss the grievance. If the grievance remains unresolved after the meeting or Step 3 response, the Union may within twenty (20) days of the Step 3 response by the Employer, submit the matter to the Public Employment Relations Board in accordance with its rules or refer the grievance to the next grievance meeting.

Step 4: If the grievance remains unresolved after the Step 3 response, the Union may present the grievance at the next grievance committee meeting, as provided in Section 24.3.

Step 5: If the grievance remains unresolved, the Union may, within twenty (20) days of the meeting in Step 4, submit the matter to the Public Employment Relations Board in accordance with its rules. The Arbitrator shall schedule a hearing within thirty (30) days of his appointment and shall issue a decision within thirty (30) days after the conclusion of the hearing. His decision shall be final and binding upon the parties.

Section 22.2

Matters Relevant to Grievance Procedure

a) The failure of the Union or of the employee to take any of the action authorized by this Article within the time limit therefore, shall constitute a waiver of the right to proceed further and shall terminate the proceeding. Grievances initiated by the Employer against the Union will be subject to the same appeal time limits as defined in Section 22.1 as related to Section 22.2(a).

b) The Employer shall provide agreed upon grievance

forms in adequate numbers.

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

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

e) The Arbitrator may not consider any evidence or facts which have not been previously discussed between the parties unless otherwise agreed upon by the parties.

f) Group, policy or organizational type grievances shall be submitted directly to the Executive Vice-President or his designated representative within fifteen (15) days of its occurrence, or if at that time the Union is unaware of the grievance when it arises, it shall be submitted within fifteen (15) days of learning of its existence. The grievance will be signed by the Unit Chairperson or Unit Vice Chairperson and will reflect the position of the Union.

g) For purposes of definition, days shall not include Sundays or holidays.

h) Expenses for the Arbitrator's services and the proceedings shall be shared equally between the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available, without charge, to the other party and to the Arbitrator. All other costs incident to the arbitration shall be borne by the party incurring them.

i) No Arbitrator functioning under the provisions of the Grievance Procedure shall have the power to amend, modify or delete any provision of this Agreement or render any award contrary to the laws of the State of New York.

j) The Employer will not accept any written grievances which do not bear the signature of the grievance chairperson, except for group, policy or organizational type grievances

which must bear the signature of the Unit Chairperson or the Unit Vice Chairperson. The Union shall have the right to participate and be present at each and every step of the grievance.

k) Any settlement of a grievance at Step Three or above of the Grievance Procedure shall be binding on all parties.

l) By mutual agreement, the parties may take the grievance to mediation with one of the appropriate agencies in an attempt to resolve the grievance to Step Four.

ARTICLE 23 BILL OF RIGHTS

Section 23.1

To insure that individual rights of employees in the bargaining unit are not violated, the following shall represent the employees' Bill of Rights:

a) An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in the Agreement.

b) An employee shall be entitled to Union representation at each stage of disciplinary proceeding.

c) No recording device of any kind shall be used during such disciplinary interview unless the Union is made aware of the fact prior to such interrogation and agrees thereto.

d) An employee shall not be coerced or intimidated as a result of the exercise of his rights under this Agreement.

ARTICLE 24 LABOR MANAGEMENT

Section 24.1

The Employer and the Union agree to establish a Labor Management Committee which will meet two (2) times each year. These meetings will be held in April and October to consider, among other pertinent items, methods of improving working and safety conditions, general labor management matters and to give consideration to joint Labor Management problems which may involve operating procedure and policies affecting the conduct of the Employer's business.

Section 24.2

The Labor Management Committee will meet at a convenient and agreed upon location and the employee members will be paid only for their regularly scheduled hours of work so long as they are scheduled to be working at the time these meetings are held. The Union agrees that the employee members of the Committee shall be limited to a maximum of four (4), one (1) of which shall be the Unit Chairperson. The Employer will not be liable for any expenses incurred by the Committee Members.

Section 24.3

The Employer and the Union agree to establish a Grievance Committee which will meet three (3) times per year. These meetings will be held during the months of March, July and November.

Section 24.4

The Grievance Committee will meet at a convenient and agreed upon location and the employee members will be paid only for their regularly scheduled hours of work so long

as they are scheduled to be working at the time these meetings are held. The Union agrees that the employee members of the Committee shall be limited to a maximum of three (3), one (1) of which shall be the Unit Chairperson. The Employer will not be liable for any expenses incurred by the Committee Members.

ARTICLE 25 UNION BULLETIN BOARDS

The Employer agrees to furnish and maintain mutually agreed upon number and location of suitable bulletin boards in convenient places in each work area to be shared equally by the parties. The size of these boards shall be mutually agreed to and shall display the Union insignia. The Union shall limit its posting of notices and bulletins to such boards.

ARTICLE 26 PERFORMANCE OF UNIT WORK

Section 26.1

Employees not covered by this Agreement shall not perform work normally performed by employees covered by this Agreement; provided, however, that employees not covered by this Agreement may perform such work in certain situations. It is understood that the intent of the Article is to guarantee to employees covered by this Agreement that they will not be displaced or deprived of regular work by employees not covered by this Agreement. Certain situations as stated above, shall mean circumstances that call for immediate action to prevent injury to personnel, damage to equipment, loss of material, productive time and interruption of operations. Also, to include instruction or training of employees,

including demonstrating the proper method to accomplish the task assigned.

This section does not apply to employees of the non-supervisory unit working in classifications covered by this Agreement.

Section 26.2

a) Managers, Branch Supervisors, and their functional equivalents may be assigned to operate Ticket Issuing Machines on a normal or routine basis in all branches except those located in Erie, Monroe and Niagara Counties.

b) With respect to branches located in Erie, Monroe and Niagara Counties, however, Managers, Branch Supervisors and their functional equivalents shall not operate Ticket Issuing Machines on a normal or routine basis. However, effective January 1, 2007 branch offices located in these three (3) counties with handle of less than \$40,000 per week based upon the previous calendar year's net handle, Supervisory Personnel shall be required to open and operate a machine on a daily basis in an effort to increase branch sales. Failure of the Supervisory Personnel to perform the duties as described herein will be dealt with with the appropriate disciplinary action.

c) In all other branches located within these three (3) counties, it is understood that circumstances may occur wherein it occasionally requires such employees to work on the terminals for the purpose of efficiency and continuity of operations. "For the purpose of efficiency and continuity of operations" shall be defined as assisting line operators to avoid customers being closed out and to improve branch productivity. When called to the Employer's attention that there exists an abuse of this situation, the Employer will immediately investigate the occurrence and take appropriate action,

which may include discipline, where necessary, to correct such abuse and will advise the Union of the action taken.

d) Branch Managers, Branch Supervisors and their functional equivalents may operate lottery ticket machines in all counties.

ARTICLE 27 LEAVE FOR UNION BUSINESS

Section 27.1

a) Designated Union Officers and representatives will be allowed without loss of pay to participate in the adjustment of grievances, arbitration hearings and other functions relative to the operation of this Agreement.

b) Five (5) designated Union representatives, one (1) of which shall be the Unit Chairperson will be allowed without loss of pay to participate in negotiations with the Employer.

c) The number of employees and other representatives who are allowed to function shall be mutually agreed to by the Employer and the Union.

Section 27.2

An employee covered by this Agreement who is elected or appointed to a full-time office in the Union, the fulfillment of the duties of which require a leave of absence, shall be granted a leave of absence, without pay, for his term of office, and any subsequent term upon written notification to the Employer.

Section 27.3

The Employer agrees that during working hours on its premises for reasonable periods of time and without loss of pay, Union Stewards and properly designated Union repre-

sentatives shall be allowed to:

- a) Investigate and process grievances
- b) Post notices from the Union
- c) Distribute Union literature
- d) Solicit Union membership during other employees' non-working time (including lunch and rest periods)
- e) Transmit communications authorized by the local Union or its officers to the Employer or its representatives
- f) Consult the Employer, its representatives, local Union officers or other Union representatives concerning the enforcement of any provisions of this Agreement

Section 27.4

Authorized Union representatives shall notify the Regional Manager or department head or their designee, in writing, whenever they wish to attend to Union business on the Employer's time. Such advance notice should be given within forty-eight (48) hours of the requested leave so as not to disrupt or create scheduling difficulties for the remaining employees.

Section 27.5

The names of employees selected as stewards and the names of the other Union representatives who may represent employees shall be certified in writing to the Employer by the Union.

Section 27.6

The Unit Chairperson and one (1) Vice Chairperson will be allowed a maximum of six (6) working days annually combined, each to attend to union business without loss of pay. The Unit Chairperson shall be responsible for requesting the days off for both individuals.

Section 27.7

The Employer will allow two (2) grievance chairpersons time off with pay to visit the branches. The total of this time off will not exceed four (4) days each month, to be divided and scheduled between the grievance chairpersons as determined by the Union, in accordance with other provisions of this Article. It is further understood that the corporation will not be responsible for any expenses incurred by the designated representative.

Section 27.8

Those granted approval to provide necessary Union functions shall insure that they do not interfere with the work duties or work performance within the branch or department.

**ARTICLE 28
ACCESS TO PREMISES****Section 28.1**

The Employer agrees to permit representatives of the International 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 with employees, provided such representatives do not unduly interfere with the performance of duties assigned to the employee, and provided that the designated representative of the Employer shall normally be advised in advance.

ARTICLE 29
REVIEW OF EMPLOYEES' PERSONNEL FOLDERS

Section 29.1

The Employer agrees to provide, within a reasonable time, upon written request of a designated Union Officer, such information as may be contained in the Employer's records, including, but not limited to, wages, hours, working conditions, overtime, sick leave or longevity and vacation status of employees in the bargaining unit.

Section 29.2

Any such request shall be specific in scope, but shall not extend to confidential records. The personnel record of an employee in the bargaining unit would not be considered confidential except for:

- a) Recommendations prior to employment with the Employer
- b) Recommendations as to promotion to a position outside bargaining units A and B
- c) Records which might reflect upon the character of the employee, where the employee did not wish the Union to see the same
- d) Medical reports

ARTICLE 30
PRINTING OF AGREEMENT

THE CONTRACT WILL BE PRINTED BY THE EMPLOYER FOR ALL EMPLOYEES. THE CONTRACT WILL BE UNION PRINTED AND CONTAIN THE UNION INSIGNIA.

ARTICLE 31 VACATIONS

Paid vacations will be granted in accordance with the following provisions and schedules:

Section 31.1

a) Permanent employees are eligible to accrue vacation leave credits based upon the following schedule:

<u>FULL-TIME</u>	
0-12 MONTHS	0
1 YEAR	40 HOURS
1 YEAR-2 YEARS	3 -1/2 HOURS/MONTH
2 YEARS-5 YEARS	8 HOURS/MONTH
5 YEARS-10 YEARS	12 HOURS/MONTH
10 YEARS-15 YEARS	13 HOURS/MONTH
15 YEARS-16 YEARS	13-2/3 HOURS/MONTH
16 YEARS-17 YEARS	14-1/3 HOURS/MONTH
17 YEARS-18 YEARS	15 HOURS/MONTH
18 YEARS-19 YEARS	15-2/3 HOURS/MONTH
19 YEARS-25 YEARS	16-1/3 HOURS/MONTH
25 YEARS AND UP	17 HOURS/MONTH

b) Employees whose status changes from part-time to full-time or vice versa shall have their monthly accrual credits adjusted beginning with the month following the status change. This does not apply to acting status.

c) A permanent employee is ineligible for vacation leave credits until he has completed one (1) year of service from his seniority date.

Section 31.2

a) The rules for the number of employees taking vacation in any one period of time shall be established by the Employer.

b) Lists will be posted in each branch or department by February 15 and July 15 of each year and remain posted until March 15 and August 15, respectively, so that employees may designate their preference for vacation time off and to establish a vacation schedule. The employees will be notified by April 15 and September 15 of each year if their request is approved.

c) Preference of vacation schedule shall be based on seniority within a classification within a branch pursuant to Section 31.2(a) of this Article.

d) Applications submitted subsequent to the filing period, or vacation changes at the request of the employee after the filing period will be considered and rescheduled at the discretion of the Manager. Such applications and/or changes shall not displace other employees on the established vacation schedule, regardless of seniority.

Section 31.3

a) In the event that a holiday falls during an employee's vacation period, it shall not be recorded as used vacation for that day, provided the employee is eligible for holiday pay.

b) Any employee who is compensated for a minimum of one-half (1/2) of his normal scheduled monthly hours is eligible to receive a vacation leave credit for that month. For purposes of this section, compensation includes paid vacation leave, paid personal leave, paid bereavement leave, paid holidays and the first thirty (30) days of paid sick leave, as well as regular work hours.

c) Employees who elect to receive pay in lieu of vacation

leave time off must notify the Employer in writing by March 1st or September 1st. Payment for the employee's accrued vacation time, at the employee's rate of pay at the time of notification, will be made the first pay period in July or first pay period in January of the following year.

d) Employees scheduled to take two or more consecutive weeks of vacation may be paid for their vacation time prior to the start of their scheduled vacation, in accordance with the procedure to be established by the Employer.

Section 31.4

a) An employee who is terminated for any reason shall be paid for all accrued vacation time.

b) Full-time employees may accumulate vacation to a maximum of two hundred (200) hours.

ARTICLE 32 SICK LEAVE

Section 32.1

a) Following the completion of the probationary period as outlined in Article 11, employees will be credited with sick leave of absence in the following manner:

Full-Time permanent employees will accrue eight (8) hours of sick leave of absence credits per month of continuous service.

b) An employee who is compensated for a minimum of one-half (1/2) of his normal scheduled monthly hours is eligible to receive a sick leave of absence credit for that month. For purposes of this section compensation includes paid vacation leave, paid personal leave, paid bereavement leave, paid holidays and the first thirty (30) days of paid sick leave as well as regular work hours.

c) Employees whose status changes from part-time to

full-time or vice versa shall have their monthly accrual credits adjusted beginning with the month following the status change. This does not apply to acting status.

Section 32.2

a) An employee may utilize his sick leave of absence credits only in the event of a personal genuine illness or accident which would render him unable to perform his regular work assignment.

b) In the event of illness or accident, the employee's immediate supervisor will be notified before the start of his scheduled work shift of his inability to report because of illness or accident and each day thereafter of his continued illness, except in the case of extended illness when covered under Worker's Compensation Law or Disability Benefits Law.

c) An employee absent due to illness for a period of five (5) scheduled working days or more will be required to present a doctor's statement upon return to work.

d) The Employer may request a physician's certificate substantiating the employee's claim of illness at any time where it is felt by the Employer that sick leave has been abused. An employee who has been requested to produce a physician's certificate shall have seven (7) days in which to do so.

Section 32.3

Unused sick leave of absence credits may be accumulated as long as an employee is actively on the payroll to a maximum of two hundred (200) days. Only one hundred sixty five (165) days may be credited as provided in Section 41, subdivision j of the Retirement and Social Security Law.

Section 32.4

The Corporation shall obtain and carry Disability Insurance for the benefit of its employees.

ARTICLE 33 HOLIDAYS

Section 33.1

WROTBC recognizes New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day as holidays.

Section 33.2

Other Religious Holidays, requested by employees, must be charged to personal or vacation leave.

Section 33.3

The day of WROTBC's observance of a holiday falling on Sunday will be observed on the following Monday.

Section 33.4

All permanent full-time employees are eligible to receive holiday pay. The amount of holiday pay for those full-time employees not scheduled to work on the holiday will be equivalent to eight (8) hours.

All permanent full-time employees who work on a holiday will receive double time only for all hours worked on the holiday.

Section 33.5

No employee will be eligible for holiday pay until he has completed two (2) months of employment.

Section 33.6

The Employer reserves the right to investigate the use of sick leave by any employee on the day before, or the day following a holiday, if in the Employer's opinion sick leave has been misused.

Section 33.7

Effective January 1, 2000, employees covered by this Agreement who work on Christmas Eve shall be paid for their full shift when the branches close early, without being required to use benefit time.

Effective January 1, 2007, all employees who work on Breeders' Cup Day will be paid time and one-half (1-1/2) for all hours worked prior to 6:00 p.m. only.

Effective January 1, 2007, all employees who work on Kentucky Derby Day will be paid time and one-half (1-1/2) for all hours worked on that day.

ARTICLE 34 PERSONAL LEAVE

Section 34.1

All permanent employees classified as full-time on January 1 of each year will be eligible for twenty-four (24) hours of personal leave to be used by the following December 31.

Section 34.2

Personal leave of absence is non-cumulative from year to year and will not be paid upon an employee's separation from employment as defined in Section 11.3.

Section 34.3

Personal leave of absence is to be used for personal business only.

Section 34.4

Employees desiring the use of personal leave of absence must normally obtain approval from the Regional Office at least forty-eight (48) hours prior to its intended use, except in the event of an emergency such as a severe snowstorm.

Section 34.5

It is understood that situations may occur where the employee may be unable to provide the notification as outlined. This notification may be waived at the discretion of the Regional Office.

Section 34.6

Personal leave time must be used in minimum of four (4) hour increments or the remaining amount of leave, if less.

ARTICLE 35 MEDICAL AND HEALTH PLAN

Section 35.1

Effective upon the signing of this agreement, the health insurance package will include the options listed below for single, two person or family coverage. In each geographic area, the following plans will be offered. There will be an annual open enrollment in January of each year when employees shall have the opportunity to decide which of the health insurances they want to carry for the year.

a) Western New York (Buffalo):

Univera Solutions, Family First or Healthy Choice

- b) Rochester Area:
Excellus Blue Choice Value
- c) Central New York (Syracuse):
Excellus HMO Blue Value
- d) NOVA Network self-funded Dental Program, Preventative and Diagnostic plus full basic, 100% prosthetics and orthodontia.
- e) NOVA self-funded Vision Program with coverage for annual eye exam and lens, frames every two years.
- f) Health care cards will be provided to all employees covered by this agreement. The cards shall have an annual limit of \$250.00 Single, \$375.00 Two Person and \$500.00 Family, and are to be used for Physician, Medical and Prescription Co-Pays only.
- g) Employees who do not need health insurance and have it through another source, shall be allowed to opt off the insurance coverage and shall receive an annual buyout. Full-Time employees opting off shall receive \$1,800.00 for family coverage, \$1000.00 for 2-person coverage, and \$800.00 for single coverage. The annualized buyout shall be paid on a quarterly basis with the first payment at the beginning of April and every three months thereafter. Employees can re-enroll on the health insurance plan only in the event of what the insurance companies call a qualifying event, which usually encompasses the loss of the other coverage.

Section 35.2

Full-time employees will be provided coverage at no cost to the employee provided the cost of the Traditional Health Insurance Plan does not exceed \$700 per month for family coverage and \$300 per month for single coverage.

- a) Should the cost of the insurance exceed the capped amounts, the employee shall be responsible for the additional cost through payroll deduction.

There shall be no cap on the cost of the HMO coverage. A full-time employee enrolled in an HMO will not be required to contribute to their health insurance during the term of the Agreement.

b) Employees hired after January 1, 2000 are subject to a cap of \$300.00 per month for single coverage and \$700.00 per month for family coverage for both traditional and HMO plans once they become full-time. The employee shall be responsible for the additional cost through payroll deduction; however the contribution by full-time employees shall not exceed twenty percent (20%) of the total premium cost.

c) Employees hired after April 1, 2007 will be provided a single coverage policy at no cost to the employee when they become full-time. If the monthly cost of the policy exceeds the cap, the employee shall be responsible for the additional cost through payroll deduction; however the contribution by full-time employees shall not exceed twenty percent (20%) of the total premium cost.

d) Full-time employees hired after April 1, 2007 desiring a 2-person or family coverage policy will be required to pay the difference in the premium amounts between a single policy and a 2-person or family policy.

Section 35.3

Additional Health Insurance Benefits may be offered in accordance with the rules established by the above Insurance Carriers, the expense of which will be borne by the employee through payroll deduction, or monthly payments as outlined in the Agreement.

Section 35.4

It is agreed by the parties that during the life of this contract, either party, upon becoming aware of other alternative health care plans with the same or better coverage or benefits for less or similar cost of the plan described in this Article, may initiate discussion with the other party concerning a change in health plans. In no event shall the benefits or coverage presently provided be reduced by such discussion or subsequent agreement.

Section 35.5

It is agreed between the parties that those employees who retire under Article 36 will be eligible to purchase medical and health insurance coverage at the group rates.

Section 35.6

The parties to this Collective Bargaining Agreement, for its duration, hereby agree that the signing of this Agreement shall constitute an obligation to be bound by all terms and conditions and any rules and regulations of any Taft-Hartley Jointly Administered Trust Funds to which the Employer to this Collective Bargaining Agreement is required to contribute pursuant to this Agreement now existing including but not limited to, the Agreement and Declarations of Trust and the Collection Policies, as if said terms and conditions and rules and regulations were fully set forth herein and made a part hereof. The parties to this collective bargaining agreement hereby agree that in the event of any inconsistencies and/or ambiguity, between the collective bargaining agreement, and the rules and regulations of the funds, control, including but not limited to, those rules and regulations concerning collection of fringe benefit contributions.

ARTICLE 36 RETIREMENT

Effective July 1, 1975, or as soon thereafter as New York State Retirement System approves, the Employer agrees to provide the benefits of the career retirement plan set forth in Section 75i of the Retirement and Social Security Law (20 year retirement plan with 1/50th fraction thereof) and also agrees to provide the guaranteed ordinary death benefit authorized by Section 60-b of the Retirement and Social Security Law. It will also provide an additional service credit for retirement purposes of one additional day for each day of accumulated and unused sick leave up to a maximum of 165 days as provided in Section 41, Subdivision j of the Retirement and Social Security Law.

ARTICLE 37 LEAVE OF ABSENCE WITH PAY

Section 37.1 Military Training Program

a) Any permanent employee who is a member of the Reserve Forces of the United States or of the State of New York and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of New York shall be granted a leave of absence with pay for a period not to exceed thirty (30) days annually during such service.

b) Any permanent employee who is regularly scheduled to work on a day which conflicts with the regular training day of the Reserve Forces of the United States or New York State National Guard Unit to which he is assigned will be excused from work without pay. However, the Employer will make every attempt to reschedule the individual's work hours so

that they will not lose the opportunity to earn the same weekly salary or weekly/hourly wages.

Section 37.2 Bereavement Leave

a) Each permanent employee who is absent from duty on account of death in his immediate family shall receive his established compensation for the period so absent not exceeding five (5) working days from the day of the death to the day following the funeral within one (1) calendar week, for each such death. The bereavement leave shall be noncumulative and nonchargeable to any other leave. The employee must attend the funeral or memorial service and shall notify his supervisor of his request for such leave.

The immediate family shall include the spouse, grandparents, parents, children, grandchildren, brothers, sisters, father-in-law, mother-in-law, sisters-in-law, brothers-in-law, sons-in-law, daughters-in-law, and any other relatives of the employee or of his or her spouse residing in the household.

b) In the case of hourly employees, working days as mentioned in the preceding paragraph shall mean the number of hours scheduled to be worked by the employee in the week so affected or the previous week, but no more or less than scheduled.

Section 37.3 Jury Duty

The Employer hereby agrees to pay a permanent full-time employee who is required to report to jury duty at the rate of pay and total hours which the employee would have earned had the employee not been required to report for jury duty.

The employee will reimburse the Employer money received from the Commissioner of Jurors, for service rendered as a juror. In no case shall the employee be required to reimburse the Employer more than the amount actually received from the Commissioner of Jurors. The employee

must submit a statement from the Commissioner of Jurors stating the dates served and the amount earned. The Employer agrees that an employee's hours of work shall not be rescheduled due to an employee's obligation to perform such jury duty.

ARTICLE 38 LEAVE OF ABSENCE WITHOUT PAY

Section 38.1 General

Leaves of absence without pay and not to exceed one year may be granted for educational purposes, military services, illness and maternity. The length of the leave of absence is not to exceed the employee's length of service or one year, whichever is less.

Section 38.2

A leave of absence will not be granted for any other reason without a written agreement between the Union and Corporation covering the individual circumstance.

Section 38.3

An employee may receive leaves of absence totaling twelve (12) months in a four (4) year period. Employees will not be granted any leaves which, when added to other leaves of absence without pay in the previous four (4) years, would total more than twelve (12) months. An employee may receive an additional six (6) months leave without pay due to illness upon the approval of both the Union and Corporation, provided it would not exceed a consecutive year as provided in 38.1. The consent of the Corporation and Union shall not be unreasonably withheld.

Section 38.4

a) Except for employees granted a leave of absence due to illness, employees who request and receive an authorized leave of absence as provided in the above sections or full-time Union officials, for a period exceeding thirty (30) calendar days within a calendar year will be required to fill the first available vacancy of the least senior employee within their job title according to their seniority within the county upon return to service with the Corporation.

b) Except for employees granted a leave of absence due to illness, employees who request and take an authorized leave in excess of thirty (30) calendar days within a calendar year will have their seniority frozen from the date of leave until the date of return to a job title covered within the Agreement.

c) The Corporation will keep an updated list which will be furnished to the Union with the name of all employees who are granted a leave of absence in excess of thirty (30) calendar days. The list will also include the date of the leave, the reason for the leave, and the date of expected return to work.

d) Employees on an approved leave of absence will receive no credit in the computation of benefits including vacation leave, sick leave, personal leave, holidays, health insurances, nor any other fringe benefit as provided in the Collective Bargaining Agreement. Health insurance coverage will continue for a period not to exceed twelve (12) months for employees on a leave of absence due to illness under Workers' Compensation, and three (3) months for other absence due to illness.

Section 38.5 Military Leave

Any employee who enters into active service in the Armed Forces of the United States while in the employ of the corporation shall be granted a leave of absence without pay for the period of his service. However, any voluntary service in excess of four (4) years shall be deemed a resignation. The Employer will permit each employee who enters into the active service of the United States Military Service to exhaust his vacation and other leave benefits, excluding sick leave, prior to such entry.

Section 38.6

A maternity leave of absence, not to exceed twelve (12) months, shall be granted upon the written application of an employee. The same amount of leave for adoption procedures of children shall be granted. Maternity leave of absence shall be considered a medical leave of absence in accordance with the applicable New York State Disability law.

Any leave granted in excess of this period shall be subject to Section 38.4 of this Article.

Section 38.7

The Employer retains the right to verify all leaves of absences by requiring appropriate documentation or examination by a physician appointed by the Corporation.

ARTICLE 39
LIST OF EMPLOYEES

Section 39.1

The Employer shall create and shall provide to the Union within ninety (90) days of the execution of this Agreement, a master seniority list which shall include the name, job title, rate of pay and status of every employee according to their total corporation seniority. The seniority list shall also indicate the respective county. The Employer will update and revise this master seniority list quarterly. Corporation seniority shall be computed from the initial date of hire for all employees employed by the corporation. The Employer shall send copies of the seniority list to the Union quarterly and to the branches semi-annually.

Section 39.2

Within thirty (30) days after the ratification of this Agreement, and every six (6) months thereafter the Employer shall give to the Union two (2) copies of a list of employees covered by this Agreement, together with their addresses as they then appear on the records of the Employer. The Employer on a monthly basis thereafter, shall give to the Union one (1) copy of each of the following:

1. A list of employees covered by this Agreement who are hired during the previous calendar month.
2. A list of employees covered by this Agreement who are terminated for whatever reason during the previous month.
3. A list of employees covered by this Agreement who are on an approved leave of absence.

ARTICLE 40 GENERAL ITEMS

Section 40.1 First Aid Kit

The Employer shall maintain first aid kits for the employees' use in an easily accessible location at each work site.

Section 40.2 Sanitary Facilities

Adequate sanitary facilities and rest areas shall be maintained for all employees. Necessary items such as soap, towels, and washing facilities shall be supplied and maintained by the Employer for the employees' use.

Section 40.3

The Employer agrees to provide security protection to employees covered by this Agreement.

Section 40.4

No employee will be assigned to work in violation of any applicable law or rules of the Racing & Wagering Board.

Section 40.5

Employees shall notify their supervisor in the event of any defects or malfunction in equipment. No employee will be required to operate equipment which is defective without clearance from the supervisor to absolve them from liability.

Section 40.6

Where a machine is reported defective, the Employer agrees that no employee will be disciplined or assessed a financial penalty where a shortage results because of the malfunction or breakdown, as long as the corporation policy of handling such malfunction or breakdown is followed.

The Employer agrees to make such policy known to all employees.

Section 40.7

Dial-A-Bet employees will not be required to make up forced deposits when a bettor acknowledges that his wager as read back is correct.

ARTICLE 41 MILEAGE

Section 41.1

It is agreed that where employees are required to use their personal automobile or other means of transportation, they will be compensated for such use in the following manner:

a) When required on duty, the employees must conduct company business at a bank, or to obtain required racing publications, at a location beyond the reasonable distance to walk, then the employee will be reimbursed at the rate of thirty-five cents (\$.35) per mile, effective on the signing date of the Agreement. Each trip must be substantiated as to the time of day, amount of mileage and destination in order to receive authorization for payment.

b) If public transportation is utilized, then the employee will be reimbursed for the full cost of this expense. A receipt for said transportation may be required where applicable.

c) The floating Branch Supervisor(s) will be paid mileage from the Regional Office to their assigned branch on those days when they are required to pick up keys from the Regional Office.

Section 41.2

This Agreement is made with the clear understanding that where it is convenient and not otherwise a violation of security, an employee who obtains such publications or completes a bank deposit on his way to or on his way home from work, will not be eligible for this benefit.

ARTICLE 42 WAGES

Section 42.1

Effective January 1, 2007, the table of wage rates for classifications indicated are:

Title	Starting Pay	After 12 Months
Branch Manager - Mega Branch*	22.43	24.39
Branch Manager	20.53	22.30
Branch Supervisor - Mega Branch*	18.46	20.40
Branch Supervisor	16.92	18.70
Manager – Telephone Betting	16.92	18.70
Supervisor - Telephone Betting	14.34	16.17

* Branch Manager - Mega Branch and Branch Supervisor - Mega Branch are newly created positions as of January 1, 1997. A "Mega Branch" is defined as a facility that averaged a minimum of \$200,000 per week during the previous calendar year. Should the facility fail to meet the mega branch handle criteria in any year, the facility will be downgraded to a branch office and the Supervisory personnel will be paid at the Branch Manager and Branch Supervisor rate effective January 1. (i.e. - Should the calendar year handle fall below the \$200,000 weekly minimum average, the wage rates will change effective the first day of the following year.)

Section 42.2

Employees hired after April 1, 2007 shall be compensated at the table of wage rates below:

Title	Starting Pay	After 12 Months
Branch Manager - Mega Branch	20.81	22.06
Branch Manager	18.92	20.05
Branch Supervisor - Mega Branch	17.49	18.54
Branch Supervisor	15.90	16.85
Manager - Telephone Betting	15.90	16.85
Supervisor - Telephone Betting	13.77	14.59

Section 42.3 Lottery Incentive

Upon the signing of this Collective Bargaining Agreement, there shall be a lottery incentive payment provided the following conditions are met:

a) Effective July 1, 2000 and each subsequent year, the corporation shall total the lottery handle for the previous twelve (12) months (July through June) and shall pay incentives/bonuses in accordance with the following schedule:

INCENTIVE/BONUS

Previous Calendar Year Lottery Handle	All Other Ticket Operator Classifications
At least 6.5 million	\$150.00
At least 7.5 million	\$175.00
At least \$8.5 million	\$200.00
At least \$9.5 million or more	\$225.00

b) All Branch Supervisory personnel must operate the lottery terminal in accordance with Article 26.2c) of this Agreement.

c) To be eligible to participate in the lottery incentive program, the employee must have received compensation in all twenty-six (26) of the July through June bi-weekly pay periods. Leave of absences due to medical reasons shall be considered as time worked for eligibility purposes.

d) A payment will be made in the second pay period of July.

ARTICLE 43 SAVINGS CLAUSE

Section 43.1

Should any article, section or portion thereof in this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall only apply to the specific article, section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

Section 43.2

If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands in accordance with all of the Public Employment Relations Act provisions for collective bargaining rights and duties.

ARTICLE 44
NOTICE REQUIRED BY CIVIL SERVICE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 45
RECOGNIZED JOB CLASSIFICATIONS

Section 45.1

The following are those job classifications subject to the provisions of this Agreement:

- Branch Manager - Mega Branch
- Branch Manager
- Branch Supervisor - Mega Branch
- Branch Supervisor
- Manager - Telephone Betting
- Supervisor - Telephone Betting

Section 45.2

The Employer will limit the number of branch combinations where one Branch Manager supervises two branches to three such combinations in Erie, two such combinations in Monroe and one such combination in Niagara County.

ARTICLE 46
TOTAL AGREEMENT

This contract supersedes the labor agreement which expired December 31, 2006, and all other written understandings between the parties.

ARTICLE 47
EFFECTIVE DATE OF AGREEMENT

This Agreement shall be effective as of the 1st day of January, 2007, except as otherwise noted herein, and shall remain in full force and effect until the 31st day of December 2009. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the termination date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than sixty (60) days prior to the termination date.

IN WITNESS WHEREOF, the parties hereto have set their hands this 26th day of April, 2007.

For LOCAL 200 UNITED, S.E.I.U.

Carl Monty
Spencer Clouder
Shirley Burke
Donald M. Heelan
Myra S. Battistone

**For WESTERN REGIONAL OFF-TRACK
BETTING CORPORATION**

Martin C. Pasinait
Martin C. Pasinait, President &
Chief Executive Officer
Patrick T. Murphy
Patrick T. Murphy, Executive Vice President
Cynthia A. Wellman
Cynthia A. Wellman, Regional Manager – East

APPENDIX "A"
SERVICE EMPLOYEES INTERNATIONAL UNION

**APPLICATION AND DUES DEDUCTION
AUTHORIZATION FORM**

I, the undersigned, hereby make application for membership in the S.E.I.U., LOCAL 200UNITED, and when accepted into membership do hereby agree to abide by its Constitution and Bylaws, and herewith designate the S.E.I.U., LOCAL 200UNITED and its duly authorized Representatives as my sole collective bargaining agent.

I further authorize my Employer to deduct from my earnings all dues, initiation fees, and assessments for which I am obligated or shall become obligated by virtue of my membership in said Union, and to pay the same to LOCAL 200UNITED through the Secretary-Treasurer or any duly authorized Representative of said Local Union.

Name _____ Date _____
(Please Print)

Signature of Member _____

Address _____
Street City State Zip Code

Telephone number _____
(Area Code)

Social Security Number _____ Date of Birth _____

Employer **Western Regional Off-Track Betting Corporation**

Date of Hire _____

Dues, fees and assessments to S.E.I.U. are not deductible as charitable contributions for federal income tax purposes.

APPENDIX "B"
SEIU – LOCAL 200UNITED
OTB

VOLUNTARY COPE DEDUCTION
AUTHORIZATION FORM

I hereby authorize SEIU LOCAL 200UNITED to file this payroll form on my behalf with my Employer to withhold the following sum from my pay and to forward that amount to SEIU LOCAL 200UNITED:

- | | | |
|--|-----------|--|
| <input type="checkbox"/> \$1.00 per pay period | | <input type="checkbox"/> \$12.00 per year |
| <input type="checkbox"/> \$2.00 per pay period | OR | <input type="checkbox"/> \$20.00 per year |
| <input type="checkbox"/> _____ per pay period
(other) | | <input type="checkbox"/> _____ per year
(other) |

(Per year contributions to be deducted in February)

This authorization is voluntarily made based on my specific understanding that: (1) the signing of this authorization form and the making of these voluntary contributions are not conditions of my employment by my Employer or membership in any union; (2) that I may refuse to contribute without any reprisal; and (3) SEIU Local 200UNITED COPE uses the money it receives for political purposes, including but not limited to, making contributions to and expenditures for candidates for federal, state and local offices, and addressing the political issues of public importance.

This authorization shall remain in full force and effect until revoked by me in writing.

Signature _____ Home Phone _____

Employer _____

Address _____
(Street) (City/Town) (Zip Code)

Social Security No. _____

APPENDIX "C"

SHORTAGES

Section 1

An employee who has a shortage shall have three (3) repayment options:

1. Repay the shortage before starting the next shift; or
2. Request that the shortage be repaid through payroll deduction; or
3. Repay the shortage before starting the next shift or through payroll deduction and file a request to investigate the shortage with the Regional Office. All shortage determinations shall be issued within two (2) weeks of the filing and if it is determined that the shortage was due to a machine malfunction, the shortage repayment will be reimbursed to the employee in their next paycheck.

Section 2

The following limitations shall apply to all shortages:

1. A maximum of two (2) shortages may be repaid through payroll deduction in any eighteen (18) month period. Any further shortages must be paid before the start of the employee's next shift.
2. Shortages repaid through payroll deduction may not be less than fifty dollars (\$50.00) and the balance can not exceed two hundred dollars (\$200.00).
3. Payroll deductions will not exceed ten percent (10%) of the employee's gross pay in any payroll period.

Section 3

The following details the disciplinary procedures relating to shortages within an eighteen (18) month period:

1. First shortage - Repayment arrangements made by employee
2. Second shortage - The employee and branch manager or branch supervisor will receive a letter from the Regional Office advising that the next shortage will require a meeting and disciplinary action.
3. Third Shortage - The employee will meet with the Regional Manager and branch manager/supervisor to discuss the shortage - Verbal reprimand.
4. Fourth Shortage -The employee will be issued a written reprimand.
5. Fifth shortage - The employee will receive a one (1) day disciplinary suspension and may be required to complete a retraining program prior to return to their assigned position.
6. Employees incurring six (6) shortages in an eighteen (18) month period shall be subject to further disciplinary action which may include discharge.

