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GEN/7238

**AN AGREEMENT
BETWEEN**

**CAPITAL DISTRICT REGIONAL OFF-TRACK
BETTING CORPORATION
AND
LOCAL 2055
AND
COUNCIL 66**

**NEW YORK COUNTY AND MUNICIPAL COUNCIL 66
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES**

JANUARY 1, 2005 – DECEMBER 31, 2007



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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**



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MEMORANDUM OF AGREEMENT

This Agreement is entered into between Capital District Regional Off-Track Betting Corporation, hereinafter referred to as the "Employer" and Local 2055 and Council 66 of the American Federation of State, County and Municipal Employees, hereinafter referred to as the "Union". The parties have agreed to the following terms for the period of January 1, 2005 through December 31, 2007.

ARTICLE I **RECOGNITION**

Section 1.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries/wages, hours and other conditions of employment and the administration of grievances arising thereunder for the term of the Agreement for all "Senior", "Junior" and "Casual" employees of the employer for all job titles on the Included titles list, excluding Parlor Managers, Assistant Parlor Managers, Confidential Secretaries and other persons employed in a Managerial capacity, as listed on the Excluded titles list, and 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.

Section 2.

When any position not listed on the wage schedule is established or the specifications of any existing position are materially changed, the Employer after consultation with the Union, may designate a job classification or new specification and rate structure for the position. Any disputes shall be subject to the grievance procedure.

INCLUDED TITLES

Result Line Operator
Telephone Account Clerk
"Agent"
Telephone Operator
Vault Attendant
Porter
Senior Mini-Parlor Vault Attendant
Junior Mini-Parlor Vault Attendant
Print Operators
Mutuels Clerk
Keypunch Operator
Laborer
Matron
Maintenance
Technician Assistant-Cable TV

Technician Assistant-Communications
Character Generator Operator
Teletheater Announcer
Maintenance Technician (Class II)
(In position after 10/26/89)
Maintenance Technician (Class III)
Maintenance Technician (Class IIIA)
Customer Service Representatives

ARTICLE II
UNION SECURITY

Section 1. Union Dues/Agency Fees

- a. All employees covered by this agreement who elect to become union members shall tender their membership dues to the Union by signing the Authorization for Payroll Deduction Forms provided by the Union. Payroll Deduction shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee unless properly revoked. Revocation of Authorization Cards shall be honored only after a request is made to the Union.

- b. The Employer will deduct Agency Shop Fees as mandated by State Law from all bargaining unit members not in the Union in the amount equivalent to membership dues in the same manner as it deducts dues.

- c. The Employer agrees to deduct Union membership dues and fees in accordance with the amount certified by the Union to the Employer and to maintain such deductions in accordance with the terms and conditions of the Authorization for Payroll Deduction of Union Dues form provided by the Union and State Law from the pay of all employees who have executed such Authorization for Payroll Deduction of Union Dues and additional deduction for any program made available through the Union, subject to applicable statutes.

- d. The Union agrees to indemnify and hold harmless the Employer for any action, claim, loss or damage which the Employer may incur or be called upon to pay as a result of its compliance with these provisions, and from any and all legal actions which may occur as a result of such compliance.

- e. Regarding the Agency Service Fee described in "b" above, the Union warrants that it will continue to maintain a rebate/refund procedure in compliance with the NYS Public Employees Fair Employment Act (the Taylor Law) Section #208.3 (b). The Union will provide the Employer with a copy of the procedure.

- f. The aggregate total of all such deductions together with a list from whom Union dues/Agency fees have been deducted, shall be remitted to the designated Financial Officer of Local Union #2055/AFSCME Council #66 (AFL-CIO), on or before the tenth of every month. The name and address of the Financial Officer shall be certified in writing by the Local Union President.

g. Any change in the amount of Union dues/Agency fees to be deducted must be certified by the Union in writing and be forwarded to the Employer.

Section 2. Bulletin Boards

The Employer agrees to provide a bulletin board for the exclusive use of the Union to post notices and other Union information of a non-political, electoral nature at each work installation.

Section 3. Access to Premises

The Employer agrees to permit representatives of the International Union, the Union Council, and the Local Union to enter the premises of the Employer for individual discussion of working conditions with employees, and to explain Council sponsored insurance programs, provided such representatives do not unduly interfere with the performance of duties assigned to the employees. Advance notification shall be given and no one shall be allowed in the security areas.

Section 4. Aid to Other Unions

The Employer agrees that during the term of this Agreement it will not recognize, aid, assist or promote the interest of any other group or organization which purports to represent employees in this bargaining unit and shall so order and instruct all management personnel.

Section 5. Notification on New Employees

The Employer agrees to submit to the Union each month a list of new employees hired, their job classification, home addresses, and whether their employment is on a permanent, provisional, seasonal or temporary basis.

Section 6. Union Activities on Employer's Time and Premises

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, appropriate Union representatives who are employees shall be allowed to:

- Post Union notices on a Union bulletin board;
- Distribute Union literature;
- Solicit Union membership;
- Transmit communications authorized by the Local Union or its Officers to the Employer or his representatives;
- Consult with the Employer, his representatives, Local Union Officer, or other Union representatives concerning the enforcement of any provision of this Agreement;
- Consult with Employees concerning the enforcement of any provision of this Agreement;
- Reasonable use of the Employer's communication system provided it does not interfere with the Employer's operations;
- Attend training programs in order to address new employees without cost to the Employer.

Section 7. Contract Negotiations

The Employer will give time off for members of the Local Union Contract Negotiating Team to participate in contract negotiations if such meeting is held during their regular working hours. Five (5) employees to be paid by the Employer, with no more than two (2) from within the same county. For the purpose of this section, corporate headquarters shall be considered as a separate county, thereby allowing two representatives with no more than one from the same department.

ARTICLE III **HOURS OF WORK**

Section 1. Regular Hours

The regular hours of work each day shall be consecutive. References to consecutive hours of work in the balance of this Article shall be construed to include lunch periods. This provision doesn't prohibit an employee from working extra by mutual agreement or when deemed necessary by management.

1b. If the Employer seeks to lengthen the weekly number of workdays of an employee whose regular work week is four (4) or (5) days, this shall be accomplished on a voluntary basis, and on a seniority basis, within the branch location.

Section 2. Work Week

For regular "Senior" employees the work week shall consist of no less than thirty-six (36) hours in parlors open on a six (6) or seven (7) day week basis, 34 hours in parlors open on a five (5) day week basis, and 32 hours in parlors open on a four (4) day week basis.

However, this shall not preclude the Employer from operating a branch 5 days per week due to financial necessity and adjusting employee schedules and status accordingly. Should the Employer operate a branch six days per week with Sundays included, Sundays would be a regular work day as in Article IV. Section 8. (2.a.). The parties agree to examine work week alternatives consistent with Article XXV.

Section 3. Work Day

For each employee the hours of work in a day shall be consecutive with a designated starting and quitting time. Such scheduling shall be as consistent as practical based upon operational needs. Nothing in this Article shall be construed to mean that each work day shall consist of the same number of hours.

Section 4. Work Shifts

a. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a designated starting and quitting time, except as may be otherwise stated elsewhere within this Agreement.

b. Seniority within classification and within each parlor shall be the basis for shift assignments.

Section 5. Work Schedule

a. Work schedules showing the employees' shifts, workdays, and hours shall be posted on all department bulletin boards at all times.

b. Work schedules shall be posted five (5) calendar days before they are to go in effect, except for Sunday work.

Section 6. Meal and Rest Periods

a. Any employee who works not less than three (3) hours per day shall be allowed fifteen (15) minutes rest during such work period.

b. Any employee who works not less than four (4) hours per day shall be allowed a thirty (30) minute meal period.

c. Any employee who works not less than five (5) hours per day shall be allowed fifteen (15) minutes for rest and thirty (30) minutes for meals in each such work period.

d. Any employee who works in excess of five (5) hours per day shall be allowed a thirty (30) minute meal period and two (2) fifteen (15) minute rest periods during such working day.

e. Where operationally feasible, supervisors should attempt to allow one (1) fifteen (15) minute break as close to the midpoint of a work shift as possible.

f. Any employee scheduled to work 10 hours or more per day shall be allowed one (1) additional 15 minute rest period in addition to the 30 minute and two 15 minute rest periods.

ARTICLE IV
REPORTING TIME

Section 1. Show-up Time

a. Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned work.

b. Where business is interrupted by circumstances beyond the control of the Employer, scheduled work may be canceled upon notice to the employees. If the Employer fails to give such notice, of not less than two (2) hours, the employee will be paid three (3) hours show up time.

c. When an employee has just cause for reporting late or being absent from work, he shall personally give notice as far in advance as possible directly to his immediate supervisor. The supervisor is responsible to provide a reachable phone number for such notice. At this time the immediate supervisor should be informed of the anticipated length of absence. An employee not having just cause or failing to give notice shall be subject to discipline.

Section 2. Call Time

a. In cases of emergency a parlor manager, based upon seniority can first offer the opportunity for overtime work to those employees working on the previous shift before calling employees in from other shifts.

b. Any employee called back for duty in addition or outside of his regular scheduled shift shall be paid for a minimum of three (3) hours at the appropriate rate of pay. One hour will be paid for alarm calls where the person responsible necessitated the response.

c. Under no circumstances shall an employee be sent home during his regular scheduled shift for the purpose of recalling such employee to work on another shift which either begins at the end of the employee's regular work shift or anytime thereafter.

d. For the purpose of this subsection, the opportunity to work shall first be offered to all "Senior" employees in the parlor; then to all "Junior" employees; then to "Casual" employees and finally to "Temporary" employees in that parlor.

Section 3. Premium Rates of Pay

Time and one-half (1 ½) the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any work week or on any work performed in accordance with section 8.

Section 4. Distribution

a. Overtime work shall be distributed equally to all regular "Senior" employees working within the same job classification and within the parlor.

The distribution of overtime shall be equalized each month beginning on the first (1st) day of the calendar month following the effective date of the Agreement. Upon the exhaustion of the list of employees within a particular parlor, overtime may then be offered to eligible employees on the same basis in other parlors in the same county.

b. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit will be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work.

c. A record of the overtime hours worked by each employee shall be posted on each parlor bulletin board monthly.

d. For the purpose of this subsection, "Agent" overtime shall be distributed as follows:

Regular Branch:

- (1) "Senior" vault attendants and "Agents" within branch
- (2) "Junior" "Agents" within branch
- (3) "Casual" and "Temporary" "Agents" within branch
- (4) Outside branch

Mini Branch:

- (1) "Senior" "Agents" within branch
- (2) "Junior" "Agents" within branch
- (3) "Casual" and "Temporary" "Agents" within branch
- (4) Either Senior or Junior Mini-Parlor Vault Attendant within branch or "Agent" outside branch

Section 5. Work at Employee's Option

- a. Overtime work shall be voluntary, provided however, Employees may not assign themselves for overtime hours. There shall be no discrimination against any employee who declines to work overtime. An employee who refuses to work overtime shall be charged for distribution purposes, the amount of overtime actually worked by the accepting employee.
- b. Sunday work shall be on a voluntary basis, except when there are insufficient volunteers, in which case employees subject to the provisions of Section 8 will be required to work by being assigned in inverse order of seniority by county.
- c. Holdover Time. Where operational necessity requires the employer may hold any employee over his/her shift, for no more than one (1) hour in any given payroll week.

Section 6. Overtime Pay

All overtime worked shall be paid for promptly, no later than the next regular payroll check. Under no circumstances shall compensatory time be considered a manner of payment for overtime work or for any other reason.

Section 7. Avoidance of Overtime Pay

No employee's shift shall be changed to deliberately avoid the payment of overtime.

Section 8. Sunday Work

For Employees hired prior to September 16, 1995, the provisions contained in paragraphs a-L shall remain in effect.

- 1a. The number of employees in each classification needed for work on Sunday shall be posted as early as possible during the prior week. The posting shall advise the time period that the parlor will be open on Sunday.
- b. Subject to the provision of Section 4 above, volunteers within the branch shall be given preference for Sunday work on a rotating seniority basis.
- c. If an insufficient number of employees within the branch volunteer, volunteers from other parlors in the same county will be accepted for Sunday work, also on a rotating seniority basis.
- d. If an insufficient number of employees from within the same county volunteer, volunteers from other parlors in other counties shall be accepted for Sunday work on a rotating seniority basis.
- e. If a sufficient number of volunteers cannot be obtained under (b) and (c) and (d) above, the administration shall require employees in each classification within the county with the least period of seniority to perform services on Sundays. All temporary employees within the county will be assigned first. Should further assignments be necessary, employees will be assigned in reverse order of seniority on a rotating basis by county. No Sunday assignments will be made after 5:00PM on the Friday preceding.

f. Employees will not be assigned more than thirty five (35) miles round trip from their branch of permanent assignment.

g. "Senior" or "Junior" employees working two consecutive Sundays will be exempt from assignment the following Sunday.

h. Should an Employee's vacation start on a Monday, said Employee shall be exempt from Sunday assignments provided the vacation is a minimum of three (3) consecutive days.

i. The assignment list will start over each January 1st.

j. Employees will be deemed to have fulfilled their assignment if they (1) worked (2) have another employee in classification fill the assignment (3) sustain discipline for not working.

k. Sunday work shall not be considered regular scheduled work time for the purpose of determining whether "Junior" or "Casual" employees have exceeded the maximum number of hours permitted under this Agreement.

l. The Labor Management Committee will study the administration of Sunday work during the term of the Agreement, which may include the administration of Sunday work at Corporate Headquarters.

2a. For Employees hired on or after September 16, 1995, Sunday shall be a regular scheduled work day included as part of the regular work week. Benefit time at the straight time rate shall apply to such Sunday work.

Employees hired on or after April 1, 2005 shall receive straight time for all hours worked on Sunday. Employees hired prior to April 1, 2005, shall be paid at time and one-half for all hours worked on Sunday.

Effective January 1, 1997, such Employees will not be scheduled more than two consecutive Sundays without their consent.

b. Notwithstanding 2(a) above, Employees hired prior to September 16, 1995, who wish to volunteer for Sunday work shall be given a preference over all other employees.

ARTICLE V **SENIORITY**

Section 1. Definition

Seniority means an employee's length of continuous service with the Employer since his last date of hire.

Section 2. Probation Period

a. Effective January 1, 2002, all new employees hired shall be considered as probationary employees for the first year of their employment. When an employee completes his probationary period, he shall be entered on the seniority list retroactive to his date of hire. There shall be no seniority among probationary employees; however, probationary employees shall receive all benefits afforded to all regular employees after 120 days.

b. The Union shall represent all probationary employees for the purpose of collective bargaining in respect to wages/salaries, hours, and other conditions as set forth under Article I of this Agreement.

Section 3. Seniority Lists

Every three (3) months the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and date of hire of all employees in the unit entitled to seniority.

Section 4. Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, or failure to report for work without properly notifying the Employer after an absence of 3 consecutive work days. However, if any employee who has been employed by the Employer in the bargaining unit for over one hundred twenty (120) days returns to work in any capacity within one year, the break in continuous service shall be removed from his record; the periods of actual service shall be deemed continuous for all purposes, but the period of absence from employment shall be excluded from all such computations.

Section 5. Shift Preference

Shift preference will be granted where applicable on the basis of seniority within the same classification where a vacancy exists within their parlor.

ARTICLE VI
WORK FORCE CHANGES

Section 1. Promotion and Filling of Vacancies

a. The term promotion means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position.

b. Whenever an opportunity for promotion occurs or a job opening occurs in a "Senior" position in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards, in the county where the opening exists, stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. This section shall apply only to the titles within the bargaining unit. Positions at Corporate Headquarters shall be posted on all bulletin boards in Albany, Schenectady, Rensselaer and Montgomery Counties.

c. The Employer will post on the bulletin boards a sign-up list by which "Casual" and "Junior" employees can express an interest in "Junior" openings which may arise. If a "Junior" position does become available, those "Casual" & "Junior" employees who have expressed an interest in such position will be given a hiring preference according to seniority within the County. For positions at Corporate Headquarters such hiring preference will be given from Albany, Schenectady, Rensselaer and Montgomery Counties.

d. The notice shall remain posted for the period of ten (10) workdays. Employees, who wish to apply for the open position, including employees on layoff, may do so by submitting their bids to the Director of Human Resources. Such bids must be in writing, addressed to the Director of Human Resources, at the Administrative Office of the Employer and must be received no later than the tenth (10th) work day following the posting date, provided, however, that if the tenth (10th) day falls on Saturday, or Sunday, the last day to bid shall be the following Monday. If the last day to bid falls on a legal holiday, the last day to bid shall be the following day. Employees will be permitted to use the "FAX" machine to transmit their bids.

Simultaneously with the posting of the notice in each branch, a copy of the notice shall be delivered to the President of the Union at his place of employment. Such copy will be delivered by "FAX" or courier.

Should these methods of communication be discontinued, the parties will meet to negotiate a new method of communication.

Within ten (10) work days after the final day for the acceptance of bids, the Employer shall fill such opening or vacancy.

e. The Employer shall fill such job openings or vacancies, from among those employees who have applied, who meet the standards of the job requirements, except that if there is more than one (1) employee who is qualified for the job, then such position shall be filled by selection from among those qualified, by the employee with the greatest county seniority.

g. A notice listing those employees who have applied for the position and the employee or employees selected for the position will be furnished to the Union President

h. Effective January 1, 2002, an employee selected in accordance with the procedure described above shall undergo a probationary period of not less than sixty (60) nor more than ninety (90) days. If the Employer determines that the incumbent does not meet the qualifications or responsibilities required for that job, he will be returned to his former or equivalent assignment and another employee who has bid for the position will be selected as in (e) above. The removal of a probationary employee during this period is not subject to the grievance procedure.

In the event an employee classification is upgraded under this section they shall be required to complete a one hundred-twenty (120) day probationary period before receiving benefits.

Section 2. Temporary Job Openings

a. Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation, or leave of absence or for any other reason.

b. Temporary job openings in higher classifications within the bargaining unit, shall be filled by Employer assignment or re-assignment. Temporary assignments shall be considered, as training assignments by which the employee may obtain experience that will enable him to qualify for future promotions. When it is necessary for higher classification employees to work in lower classifications and no one volunteers for such assignment, then the least senior employee in the classification nearest the lower classification of work to be performed shall be selected and so on up until the necessary employees required have been achieved.

c. Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate, whichever is higher.

d. Subject to the provision of (b) above the most senior qualified employee, as part of their job duties must perform the duties of the Supervisor or Senior/Junior Mini-Parlor Vault Attendant employee in the event of his absence. Employees performing work in a supervisory capacity during this period of absence, shall be paid .75¢ (cents)/per hour over their existing wage rate.

Section 3. Layoff

a. In the event the Employer plans to layoff employees for any reason, the Employer shall meet with the Union to review such anticipated layoff at least seven (7) days prior to the date such action is to be taken. Except where conditions are not controlled by the Employer.

b. When such action takes place it shall be accomplished by laying off first temporary, then new hire probationary(s), then "Casual" and then "Junior" employees. Should it be necessary to further reduce the work force, then regular "Senior" employees shall be laid off in the inverse order of their seniority in each county.

c. The Employer shall forward a list of those employees being laid off to the Local Union Secretary on the same date the notices are issued to the employees.

d. Employees to be laid off will have at least fourteen (14) calendar days notice of layoff.

e. When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump or replace an employee as in Section 6b.

f. An employee actually incurring a layoff will receive a form enabling them to designate any branches or departments outside of their county of employment they would accept recall to. Such form should be returned to the Human Resources Department within fifteen (15) days.

Section 4. Exemption

Notwithstanding anything contained herein, in the event of a layoff, all stewards, during their term of office, shall be the last persons to be laid off in their respective counties. The President, Vice President, Recording Secretary and Secretary Treasurer shall be the last employees in the bargaining unit to be laid off due to a reduction in the work force.

Section 5. Recall

a. When the work force within the County is increased after a layoff, employees from that county and then from other counties as per section 3f above will be recalled according to seniority. Employees from within the county will be offered recall prior to any out of county recall. Notice of recall shall be sent to the employee at his last known address by registered mail. If any employee fails to report for work within 6 calendar days from the date of mailing of notice of recall, he shall be considered a quit. An employee must report within 12 calendar days from the date of mailing for out of county recall. Recall rights for an employee shall expire after a period equal to his seniority. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.

b. No new employees shall be hired until all employees on layoff status, within the county, and eligible employees under Section 3f above desiring to return to work have been recalled within the classification they held prior to layoff.

Section 6. Consolidation or Elimination of Jobs

a. It is understood and agreed that the Employer will notify the Union immediately, in writing, of any decisions involving a change in its facilities or operations, whether such decision involves a partial or total closure or termination of any facilities or operation, a consolidation, or a partial or total relocation or removal of any facilities or operation.

b. Employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to bump an employee within the county in their own job classification with the same status ("Senior", "Junior", "Casual", "Temporary") with less seniority or any employee in a lower status within their classification or any employee in a lower classification. Employees bumping into a lower classification shall receive the lower classification wage rate. There shall be no more than two bumps. If a vacancy exists the employee may exercise a transfer prior to bumping.

Section 7. Transfers

a. Employees desiring to transfer to other jobs within the county shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer. If more than one employee in the county has requested a transfer, preference shall be given to the senior employee. Transfers take precedence over promotions.

b. Employees requesting transfers shall be transferred to equal or lower paying job classifications on the basis of seniority, provided a vacancy exists.

c. Where an employee is subject to an involuntary transfer or relocation, the Employer shall give written notice of such transfer or re-location to the employee within three (3) work days prior to such proposed effective date, with a copy going to the appropriate Union Steward and to the Union.

d. If an employee feels such transfer or re-location is unjust, unreasonable, arbitrary or capricious, then the matter may be processed as a grievance under the grievance and arbitration procedure of this Agreement.

e. If an employee is transferred to a position under the Employer not included in the unit, he shall have accumulated seniority while working in the position to which he was transferred. An employee who is temporarily assigned to work in a non-bargaining unit position, or who is promoted to such a position, shall have the right to return to his prior classification at any time within three months after such assignment or promotion with no loss of benefits or seniority applicable to such prior classification.

Section 8. Branch Closing

In the event of a branch closing due to financial necessity or any other reasons, the employees affected must exercise all of their rights under this Article before being eligible for the severance payout as defined in section 9.

Section 9. Branch Closing- Severance

The parties agree to set forth the rights, privileges and benefits of all employees affected by the closure of their branch facility:

1. Affected employees may exercise bumping rights provided under Article IV, section 6, Workforce Changes.
2. Affected employees shall also be entitled to apply for a transfer to another facility of the Employer in a vacant position for which any employee is qualified. The Employer may not compel any employee involuntarily to transfer or relocate to another facility out of county.
3. In the event that an employee does not exercise rights under (1) and (2) above, the Employer shall make severance payments, based on years of service at the time of closing:

<u>Years of Service As of Anniversary Date</u>	<u>Lump Sum Payment</u>
• 5 years through 10 years	\$750
• 11 years through 16 years	\$1200
• 17 years and over	\$1800

4. For an employee eligible for severance payments as set forth in (3) above, the Employer shall maintain existing health insurance for a period of three months beyond the expiration date of coverage termination. The Employer shall provide departing employee with a permanent lay-off slip and will not contest the unemployment insurance claim of a departing employee.

5. The severance payments herein provided above are in addition to any other benefits to which employees are entitled at the time of termination.
6. The parties agree this section shall be controlling in any grievance/arbitration concerning branch closing as to any matter covered by the above mentioned sections. The foregoing shall apply to all presently pending and future grievance/arbitration proceedings.

**ARTICLE VII
HOLIDAY PAY**

Section 1. Holidays Recognized and Observed

a. The following days shall be recognized and observed as holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	

- b. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the Holiday.
- c. The pay rate for the above holidays shall be time and one-half (1 ½) for all hours worked.
- d. No Employee's schedule shall be changed to deliberately avoid the payment of holiday pay.

Section 2. Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions: If an employee works on any of the holidays listed above, he shall be paid time and one-half (1 ½) for all hours worked, providing he works the scheduled day before a Monday Holiday or the scheduled day after Thanksgiving or the scheduled day after a Friday Holiday, as the case may be.

Section 3. Holiday Pay

1. Eligible "Senior" and "Junior" employees shall perform no work on Christmas Day, Thanksgiving Day or on his or her birthday and shall be paid at 8 hours for Senior employees and 6 hours for Junior employees for the holiday listed on which they perform no work. Employees working Thanksgiving Day shall receive time and one-half for all hours worked in addition to their Holiday pay. The term "birthday" shall mean the actual day of birth for an eligible employee as appears in the personnel records of the Employer. An employee shall be permitted to substitute the next regularly scheduled working day as a birthday holiday under the following circumstances:

- a. An employee who was born on December 25, or on one of the nine (9) holidays set forth above.

b. An employee who was born on a date that is not a scheduled work day for that employee.

c. In the event that an employee is required to substitute an alternate birthday holiday, and that date is the actual birthday of a fellow employee, and both may not be excused from work the same day, the latter employee shall have the preference, and the former shall take the day after.

d. In the event that a number of employees who work in the same work location have birthdays falling on the same day, but cannot all be released, the senior employees shall be given the preference to take that day, and the others scheduled to take the following days accordingly.

e. For employees eligible for a birthday holiday:

1. The Employer will not make an involuntary Sunday assignment if Sunday is the employee's birthday.

2. The employee will not be paid if he/she elects not to work on such Sunday birthday.

3. The employee electing not to work on such Sunday birthday will receive an alternate birthday holiday with pay pursuant to the procedures outlined above.

f. Should an Employee's birthday fall during paid bereavement leave, the birthday holiday will be on the same day of the week two weeks following the actual birthday.

ARTICLE VIII **VACATIONS**

Section 1. Choice of Vacation Period

a. Vacation shall be granted at the time requested by the employee subject to the reasonable manpower needs of the Employer. Vacation Leave may be limited during the peak racing periods (Kentucky Derby, Preakness, Belmont Stakes, Travers and Breeders Cup) and during the Saratoga Racing season, however, shall not be unreasonably denied by the Employer. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, and/or in the event vacation schedules conflict, then the employee with the greater seniority shall be given his choice of vacation period.

b. Vacation periods should be taken each year. Employee must use a minimum of fifty percent (50%) of their allotted vacation time before being eligible for a vacation buyout. Should an employee choose for any reason not to take his vacation during the applicable year, the employee shall be reimbursed 50% of their remaining vacation time at his rate of pay in effect. Eligible vacation buyout shall be paid to the employee by April 1st of the following year. Vacation will not be denied or delayed for disciplinary reasons. However, in

cases where termination is a result of outstanding criminal or civil action such monies will be applied against the employees' outstanding liability. It is the responsibility of each employee to request the scheduling of his vacation. The term "year" as used in this section is defined in Article VIII, Section 4c.

Section 2. Work During Vacation Period

Any employee who is required to and does work during his vacation period shall be paid for all regular hours at the rate of time and one-half (1 ½) his regular rate and for overtime hours at the rate of two and one-half (2 ½) times his regular rate of pay. In addition, the employee's vacation with pay shall be rescheduled to any future period the employee may request.

Section 3. Vacation Rights in Case of Layoff or Separation

a. Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to his taking vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

b. In the case of the death of such an employee, such payment shall be made to his spouse or the estate.

Section 4. Vacation Schedule

a. All eligible employees covered by this Agreement shall be entitled to the following consecutive vacation period:

After One (1) year	Five (5) work days
After two (2) years	Six (6) work days
After three (3) years.	Eight (8) work days
After four (4) years	Ten (10) work days
After five (5) years	Sixteen (16) work days
Tenth (10th) year and over	Eighteen (18) work days

b. All vacation days for "Senior" employees shall be paid at the rate of eight (8) hours pay. All vacation days for "Junior" employees shall be paid at six (6) hours pay.

c. Total vacation shall be granted each year. Effective January 1, 1999, vacation time shall be credited to all employees each January 1st for the first year of employment and to effectuate this change, the number of months from the employee's anniversary date to January 1st shall be pro-rated to determine the number of eligible days.

Section 5. Advance Vacation Pay

An employee who desires to take a vacation shall notify his immediate supervisor not less than two (2) weeks prior to the commencement of the proposed vacation period, stating the number of days he will be away from work. Wages for the period of vacation if one week or longer shall be paid on the last pay day prior to the commencement of the vacation if his regular pay day occurs during the vacation period.

Section 6. Casual Vacation Pay

Casual employees who have been on staff continuously for three years or more shall be allowed five days of paid vacation at the rate of three hours per day.

ARTICLE IX
LEAVES OF ABSENCES

Section 1. Eligibility Requirements

Employees shall be eligible for leaves of absence after six (6) months service with the Employer, at the discretion of the appointing officer.

Section 2. Application For Leaves

a. Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the appropriate length of time off the employee desires.

b. Authorization for a leave of absence shall be furnished to the employee by the Director of Human Resources.

c. Any request for a leave of absence shall be answered promptly. Requests for immediate leaves because of special urgency shall be answered before the end of the shift on which the request is submitted.

d. A request for a short leave of absence, not exceeding one (1) month, shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

e. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested.

ARTICLE X
PAID LEAVES

Section 1. Family Death

a. In the event of death of an employee's spouse, parents, children, sister, brother, grandparents, the employee shall be granted five (5) days' leave of absence with regular pay. In the event of death of an employees' grandchildren, father-in-law, mother-in-law, brother-in-law or sister-in-law, the employee shall be granted three (3) days leave with regular pay.

b. The five (5) or three (3) days shall run from the date of death consecutively including Sundays when scheduled or assigned.

c. Reference to days in sub-section 1 shall mean eight (8) hours for Senior employees, six (6) hours for Junior employees and three (3) hours for Casual employees for days scheduled or assigned to work, during the leave period.

d. Employees may be required to submit an obituary notice for verification before payment is made.

Section 2. Jury Duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Pay shall be the difference from the Jury pay and OTB pay. Employees shall be excused from work for their entire scheduled shift on any day they are required to report for jury duty or jury service and serve a minimum of four (4) hours.

Section 3. Civic Duty

Employees required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved as a plaintiff or defendant, shall be granted leave with pay for the period necessary, at a maximum of four (4) hours for each occurrence.

Section 4. Union Leave

The Union shall be allowed fifty (50) days leave time per contract year to administrate union business, providing such time off does not create an unreasonable burden on the operations of the Employer. Fifty-five (55) days will be allowed in 1999. The Union President shall make a request for this time to the Director of Human Resources. Time off without loss of either time or pay shall be granted provided that the said time is of a reasonable duration, and that advance notification is given to the Employer in writing by the Union at least five (5) work days prior to such date the particular function is scheduled.

Section 5. Civil Service Examinations

Employees shall be allowed time off with pay to take open competitive and promotional examinations set up by the Civil Service System, that applies to O.T.B.

Section 6. Military Service Leave

Any employee who is a member of a Reserve Force of the United States or of this State 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 this State, shall be granted a leave of absence during the period of such activity, with no loss of time or pay, not to exceed thirty (30) days.

Section 7. Personal Leave

a. Effective January 1, 2002, all eligible employees covered by this Agreement shall be allowed three (3) personal leave days each year. There shall be no accumulation. Commencing January 1, 1987, the personal leave day will take effect on January 1st of each year. Employees with ten (10) or more years of service will receive four (4) personal days each year.

b. Payment shall be calculated at: Senior employees-8 hours, Junior employees-6 hours, Casual employees – 3 hours

ARTICLE XI
SICK LEAVE

Section 1. Allowance

a. Any "Senior" or "Junior" employee contracting or incurring any non-service connected sickness or disability, is quarantined by the Health Authorities, or must make medical visits during working hours as a result of any illness or injury, shall receive sick leave with pay.

b. Employees shall be eligible for sick leave after one-hundred twenty (120) days service with the Employer.

c. "Senior" employees shall be allowed seven (7) days of sick leave each year. "Junior" employees shall be allowed five (5) days of sick leave each year. Sick leave shall be granted to an employee each January 1st.

d. An employee may be required by the Employer to produce a doctor's certificate after five (5) consecutive days of sickness or disability. When the Employer concludes an employee has given evidence of sick leave abuse by using, in a single calendar year, a cumulative total of five sick leave days immediately before or after scheduled days off, that employee may be required to produce for the remainder of that calendar year a physician's certificate attesting to said employees' inability to work. Failure to comply may subject the Employee to discipline. The parties do not intend this provision to apply to extended illnesses which include days immediately before or after scheduled days off. The Employer will give written notice to any employee when he/she becomes subject to the requirements of this provision.

e. All time for which an employee is credited with sick leave shall be considered as time worked.

f. A maximum (9) nine day sick bank shall be granted each employee each year and shall be used only upon being admitted to a hospital a minimum of (1) one day or admitted as an outpatient for surgical treatment and only for the time period that the attending physician prescribes that the employee not return to work. The nine (9) days must be consecutive and shall be used only once each year. It shall not be accumulated from year to year.

g. Sick leave allowances shall be calculated at eight (8) hours for Senior employees, six (6) hours for Junior employees.

Section 2. Accumulation

a. Employees shall accumulate regular sick leave as long as they are in the service of the Employer. The sick days shall be accumulative for a maximum of ninety (90) days. Should sick leave be earned which would result in excess of 90 days of accumulated sick leave, such excess time will be converted to vacation leave at the rate of 2 sick days equals 1 vacation day. This applies only to the amounts over 90 days.

b. In the event that an employee utilizes accumulated sick leave, and the Employer is reimbursed for a proportion of that pay by its disability insurance carrier, the employee shall have such proportionate period reinstated to the accumulation.

Section 3. Absence Due To Injury and Worker's Compensation

The Employer shall provide coverage for all employees covered by this Agreement under the Worker's Compensation Law of New York State Employer's Law.

Section 4. Maternity

Maternity Leaves, not to exceed nine (9) months, shall be granted at the request of an employee.

Provided however, that the employee, at her option, may elect to utilize any unused vacation, personal leave, or sick leave standing to her credit in addition to the maternity leave, subject to the applicable provisions covering such leave of absence.

ARTICLE XII
WAGES AND CLASSIFICATIONS

Section 1. Wage Schedule and Classifications

a. Employees on the payroll as of December 31, 2001, shall receive the increase listed in Appendix "A" – wage scale based on years of service as of January 1, 2002.

Effective January 1, 2005, employees shall receive a wage increase as follows: step increase or 3% increase, whichever is higher.

Effective January 1, 2006, employees shall receive an increase as follows; a three percent (3%) stipend or step wage increase, whichever is higher.

Effective January 1, 2007, employees shall receive an increase as follows; a three percent (3%) stipend or step wage increase, whichever is higher.

Stipend will be paid to the employee based on actual hours worked in the prior calendar year, and paid no later than the last pay period in February, in a separate check.

b. Minimum Wage. Should at anytime an employee's wage rate fall below the mandated minimum wage, that wage rate shall be adjusted to the prevailing minimum wage.

c. Handle Formula

If for the calendar year 2002, 2003 and 2004 in the existing 16 counties and the City of Schenectady, the horse and lottery handle reaches or exceeds \$255 million in 2002, \$255 million in 2003 or \$255 million in 2004, bargaining unit employees will receive an additional 12¢ per hour effective March of the following year. OTB handle is defined as total gross track and lottery handle pursuant to the certified financial statement for the corporation over the current 17 municipality geographical area. Handle from EZ Bet locations is excluded. This handle excludes cancellations and scratches and includes non-transmittals. Should a threshold be reached the increase would become effective with the first payroll starting after March 1st of the following year.

- 1) In the event that legislative or regulatory amendment(s) causes a change in racing operations which requires significant corporation expenditures to generate additional handle, and should this additional handle trigger any one of the handle thresholds referred to in the formula above, then the additional handle attributable to the change in operations will be excluded from the handle formula.
- 2) The Corporation agrees that it will not change or curtail operations in such a manner as to decrease handle for the purpose of avoiding application of the handle formula above.
- 3) The foregoing paragraphs (1) and (2) are subject to the grievance arbitration provision of this Agreement.

d. Wage Ranges

It is agreed that the Employer has discretion to set the starting wage rate any level within Appendix "A" wage ranges. The Employer will provide the Union with reasonable advance notification of these levels and will receive Union input prior to implementation. No Employees wage rate shall be less than that fixed as the starting wage rate. In addition, should it be necessary to upgrade a specific job title all employees in that job title shall be adjusted equally.

Section 2. Pay Period

The salaries and wages of employees shall be paid on a Bi-Weekly basis on the same day. For the purpose of this section the payday shall be on Friday. In the event this day is a holiday, the preceding day shall be the payday.

ARTICLE XIII
NEW YORK STATE DISABILITY

The Employer agrees to cover each employee under the New York State Disability Plan at no cost to the employee for the term of this Agreement.

ARTICLE XIV
HOSPITALIZATION AND MEDICAL BENEFITS

- a. The Employer agrees to provide hospitalization and medical coverage for eligible "Senior" and "Junior" employees, provided under the Corporate Hospitalization Plan on an individual basis. Employees of record as of July 1, 1987, are exempt from all costs of individual coverage. All employees hired after July 1, 1987, will pay the excess in health insurance costs for individual coverage over \$150.00/month if and when the cost of coverage exceeds \$150.00/month, but up to maximum contribution of \$8.00 per week.
- b. The hospitalization and medical provisions of this Agreement will be available for all eligible employees covered by this Agreement who have completed thirty (30) days of employment with the Employer. Such coverage is subject to acceptance by the Insurance Carrier. Eligible employees not applying within ninety (90) days from the date of eligibility may only enroll during the open enrollment periods.

c. Coverage will terminate at the end of the month upon the absence of the employee from the active payroll for any reason other than absence because of sickness or disability. The employee can continue his coverage while on leave of absence, at his own expense.

d. Employees who are excluded from coverage under the present health plan provided by the Employer, because of coverage under comparable plan by the spouse of the employee, shall be pre-registered with the Insurance Carrier, by the Employer, so that coverage can begin immediately when such comparable coverage ends. The provisions of this subsection (d) shall apply if allowed by the Insurance Carrier.

e. Employees Dental Plan; employee pays 100% of Premiums, Dental provisions of this Agreement will be available for all eligible employees covered by this Agreement who have completed thirty (30) days of employment with the Employer. Such coverage is subject to acceptance by the Insurance Carrier. Eligible employees not applying within ninety (90) days from the date of eligibility may only enroll during the open enrollment periods and must remain in the program for the entire calendar year. Termination of Dental Insurance is subject to the provision of subsection (c) above.

f. A change in Insurance Carriers will be allowed only where the Union has been consulted and authorized such change.

g. During the term of this Agreement, the Union shall have the right to submit alternative insurance plans to the Employer for its consideration. The Employer agrees to meet with the Union to review such plans but is not obligated to negotiate over changes in the current plans or contract language.

h. Any employee who elects to drop coverage under the corporation's insurance plans (employees otherwise eligible for such coverage), and who can demonstrate that he/she is covered by another health plan shall receive the following: \$900.00 – single coverage, \$1,100.00 for 2-Person coverage and \$1,300.00 for family coverage. The employee shall be responsible to submit a current medical insurance identification card and plan booklet on or before June 1st of each year. This will be pro-rated for the period which coverage has elapsed during the insurance year. This shall be payable to the employee by September 30th. The insurance year for this purpose of this section shall define as July 1st through June 30th.

i. Casual Employees- Health Insurance: Casual employee(s) pays 100% of Premiums, subject to the provisions section (b.) of this Agreement

j. Enrollment regulations and enrollment periods are to be posted in all locations.

k. The Employer has the right to add an additional health insurance carrier(s) as an option for the employees.

l. Effective 07/01/04 for all bargaining unit members, health plans will be changed to new plans as follows:

Plans Offered

- 1) Blue Shield (HMO 203 Plus) – Capital Region: \$15 co pay, \$0 hospital deductible \$10/\$20 prescription drug with mail order option (one co-pay = 90 day supply), student rider.
- 2) Excellus (HMO)- Utica Region: \$15 co pay, \$0 hospital deductible \$10/\$20 prescription drug with mail order option (one co-pay = 90 day supply), student rider.

"Senior" employees only, will be entitled to a Corporate contribution of \$250/month toward any family or double coverage plan indicated above. " Junior" employees only will be entitled to a Corporate contribution of \$150/month toward any family or double coverage plan indicated above.

"Senior" and "Junior" employees only who currently have 2-Person or Family coverage as of 7/01/04, shall have their Corporate contribution increased by \$100/month toward any family or double coverage indicated above.

Canadian Drug: Bargaining Unit Employees are desirous of a Canadian Drug option if feasible and permissible by Federal and State Laws. For Canadian Prescription mail order \$ 0- co-pay for 90 day supply with no processing fee.

I. Retirement Coverage: an employee with 15 years or more years of service with the employer and retires from the Corporation can continue health insurance coverage with the corporation at their own expense. Employees who have a combined service of 15 years with a minimum of 3 consecutive years with the employer and a minimum of 12 years with NYS Retirement System can also continue health insurance coverage with the corporation at their own expense. For the purpose of this section, employees can apply any outstanding sick leave towards the payment of their monthly premium based on the following formula: unused sick leave hours at retirement x rate of pay/life expectancy (as defined by the NYS actuary tables).

ARTICLE XV SETTLEMENT OF DISPUTES

Section 1. Grievances

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

Step 1: It shall be the responsibility of the employee to notify his Union Steward of an alleged violation of his contractual rights within five (5) days of the occurrence or of his first knowledge thereof, in such manner as the Union may deem necessary. The Union Steward or other authorized representative of the Union, with or without the employee, shall orally or in writing take up the grievance or dispute with the employee's immediate Supervisor within ten (10) working days after its occurrence or after the Union Steward knew or should have known thereof. The Supervisor shall then attempt to adjust the matter and shall respond in writing to the Union Steward within three (3) working days.

Step 2: In the event the Union wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented to the Director of Human Resources, or his designated representative in writing on forms to be provided by the Union within ten (10) days of the receipt of Step 1 decision. A copy of such appeal shall also be sent to the person who passed upon the grievance at Step 1. Such appeal shall contain a short, plain statement of the grievance and specific references to the section of the Agreement which the employee or the Union claims to have been violated, if there is one. The Director of Human Resources, or designee, shall meet with the Union and shall issue a written decision to the Union by the end of the tenth (10) day following the day on which the appeal was received.

Section 2. Arbitration

a. Contract grievances may be appealed to arbitration by the Union by filing a demand for arbitration upon the Director of Human Resources and the Public Employment Relations Board within thirty (30) days of the receipt of the Step 2 decision. The arbitration shall be held within reasonable time after selection of the arbitrator.

b. The demand for arbitration shall identify the grievance, the unit involved, the employee or employees involved, and the Agreement provision in dispute, if there is one.

c. Arbitrator: The arbitrator shall have no power to add to , subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine his decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding consistent with the provision of CPLR Article 75.

d. Precise Issue: The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him.

e. Time Limitations: The arbitrator shall have no power or jurisdiction to excuse the failure to timely pursue the remedies provided herein without the consent of both parties to the dispute.

f. Expenses: All fees and expenses of the arbitrator and stenographer, if requested by the arbitrator, which may be involved in the arbitration proceeding shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case in any arbitration proceeding.

Section 3. Miscellaneous

a. No transcript is required at any Step or at the arbitration hearing. Either party may request that a transcript be made of any proceeding in which event it will supply a copy to the arbitrator and the opposing party.

b. Each grievance shall contain a short, plain statement of the grievance and the specific provision of the Agreement claimed to have been violated, if there is one.

c. The failure by the Employer to meet the deadline specified herein shall permit advancing the matter to the next step. The failure by the Union to file and appeal within the time limits specified shall be deemed to be a settlement of the grievance.

d. The parties may mutually agree in writing to extend any of the time limits provided by the Agreement.

e. A settlement of or an award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than thirty (30) days prior to the date the grievance was first presented in accordance with this article, or the date the grievance occurred, whichever is later.

f. A settlement of a grievance in Step 1 through Step 2 shall not constitute a precedent in other and future cases unless the parties of this Agreement agree that such settlement have such effect.

g. Grievances affecting a large number of employees, or involving employees in more than one parlor or branch, may be treated as a policy grievance and entered at the second step of the grievance procedure by the union.

h. The term "working days" as used in the Article shall mean Monday through Friday, exclusive of any non-working holiday.

Section 4. Stewards and Grievance Committee

a. Employees selected by the Union to act as Union representatives shall be known as "Stewards". The names of employees selected as Stewards and the names of other Union officers and representatives who may represent employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee.

b. The investigation and presentation of grievances at Step 1 of Section 1 above will be done by the Local Steward in the branch where the grievant is employed. One Steward may meet with the grievant and the branch supervisor during working hours without loss of pay or time.

c. The Union may utilize the services of up to three (3) employee representatives in the processing of grievances at Step 2, and in arbitration proceedings during their working hours without loss of time or pay. This does not preclude the Union from having other persons participate in such meetings on their own time.

Section 5. Labor-Management Committee

Upon request of either party, but in any event not less than once in three (3) months, conferences shall be held between representatives of the Employer and not more than three (3) representatives of the Union on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties. Arrangements for such meetings shall be made in advance, and shall be held at reasonable hours as mutually agreed upon by the parties.

Not more than three (3) employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular work hours.

ARTICLE XVI **DISCIPLINE AND DISCHARGE**

Section 1. Disciplinary Procedures

a. Discipline shall be imposed on an employee only for failing to fulfill his responsibilities as an employee, incompetence, or misconduct. The Employer reserves the right to determine the discipline to be imposed but subscribes to the theory of progressive discipline as the situation may require. This may include oral reprimand, written reprimand, suspension, demotion or discharge as warranted in each case. This shall be interpreted not to impair any legal action in the event of fraud or theft. In the event discipline is to be imposed, an employee will be given a statement of the specific acts for which discipline is being imposed and the penalty. The notice served on the employee should contain a description of the alleged acts and conduct, including reference to dates, times and places.

b. An employee has the right to object to discipline by an appeal at Step 2 of the grievance procedure, if such appeal is filed within ten (10) work days of receipt of the notice of discipline. A denial of the grievance is appealable to arbitration in accordance with Section 2 of Article XV.

c. An employee is entitled to representation by the Union at each step of the disciplinary procedures.

Section 2. Shortages

In accordance with rules and procedures to be published by the Employer, the Employer may take such disciplinary action in regard to shortages as it deems reasonable or necessary, subject to the right of the Union to grieve and arbitrate any discipline as provided for in this contract.

Section 3. Disciplinary Time Limits

The Employer will not impose any disciplinary penalty on an employee after 95 days from the date of incident or violation, or 95 days after the corporation first becomes aware of the incident or violation. Provided, however, the notice of such incident or violation shall remain part of the Employer's personnel records.

ARTICLE XVII **GENERAL PROVISIONS**

Section 1. Pledge Against Discrimination or Coercion

a. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

b. All references to employees in the Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

c. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union, or for any other cause.

Section 2. Work Rules

An unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

Section 3. "Senior" Employees

For "Senior" employees (also referred to as: Regular Employees; Permanent Employees; Regular "Senior" Employees) the work week shall consist of no less than thirty-six (36) hours in parlors open on a six (6) or seven (7) day week basis, 34 hours in parlors open on a five (5) day week basis, and 32 hours in parlors on a four (4) day week basis.

Section 4. "Junior" Employees

"Junior" employees shall be employees who work a minimum of twenty-four (24) hours each week. "Junior" employees shall not be used to reduce the hours or the overtime of permanent employees.

Section 5. "Casual" Employees

a. "Casual" employees shall be an employee who works twenty-eight (28) hours or less each week. Such employees shall not be used to reduce the hours or overtime of permanent and/or "Junior" employees.

b. If a casual employee works more than twenty-eight (28) hours in any week for more than five (5) weeks in any calendar quarter or more than fourteen (14) weeks in any year, he shall automatically be considered a "Junior" employee.

c. Casual employees shall be eligible for all of the benefits in Article X. Where Article X speaks of days, for casual employees a day shall consist of three (3) hours.

Section 6. "Temporary" Employees

a. "Temporary" employees shall be hired only to supplement the regular work force during the period of April 1st through September 10th. No temporary employee shall fill any established vacant position, nor shall they be hired on a temporary basis to fill higher than entrance level positions, except when permanent employees in such entrance level positions are not available to fill such positions on a temporary reassignment. The Employer may utilize a temporary employee to fill a vacancy in job titles under Columns 1 & 4 of Appendix A outside of the April 1st - September 10th period providing it is for a specific disability, compensation or maternity leave employee.

b. Any employee who is hired on a temporary basis and who is subsequently transferred to permanent status shall be credited with seniority for the purpose of all benefits of the Agreement from his original date of hire as a temporary employee.

c. "Temporary" employees shall receive the same rate of pay as probationary employees within the same classification.

d. "Temporary" employees shall not be used to reduce the hours or the overtime of "Senior" and/or "Junior" employees.

Section 7. Car Allowance

Employees who are obligated to use their personal automobile on OTB business will be reimbursed at the current IRS rate.

Section 8. Disabled Employees

The Employer shall make every effort to place employees who, through physical sensitivity or otherwise, become partially disabled on their present job, on work which they are able to perform.

Section 9. Personnel Practices

The Employer shall provide copies of this Agreement in handbook form to all employees in the bargaining unit and all new employees as they are hired.

Section 10. Supervisory Employees

Supervisory employees shall not engage in work properly belonging or assigned to other employees in the bargaining unit, except in cases where an emergency exists and no qualified person is available. It is understood that certain situations call for immediate action to prevent injury to personnel, damage to equipment, loss of materials or interruption of operations. The parties agree that versa terminal operation within 7 minutes of post time of that day's or evening's primary race track is not a violation of this section.

Section 11. Personal Damages

The Employer shall replace or reimburse employees, for any damage incurred to his eye glass, which was brought about as a result of an attack while he was carrying out the duties of his job.

Section 12. Premium Race Days

Employees shall receive time and one-half (1 ½) for Premium race days defined in this section as: Belmont Stakes, Travers and Breeders Cup, providing the employee works their scheduled hours on the Kentucky Derby Day and Preakness Day.

Section 13. Release Time

One (1) employee from each county in the Capital District Regional Off-Track Betting Corporation shall be designated by the Union as its representative to attend Executive Board meetings. The Employer shall pay each such employee for time spent at such meetings, including necessary travel time, to the extent that such time does not exceed his regular scheduled working time up to a maximum of four (4) such meetings in each year of

the contract term. Verification of attendance and necessary time utilized for that purpose shall be certified to the Employer by the Union.

Section 14. Employee Security

The Employer shall provide to each employee in the bargaining unit a lock and key for his exclusive use. The lock and key shall remain the property of the Employer to be returned when the employee leaves the service, or, if not returned to be charged for the cost thereof.

Section 15. Uniforms

Should the company require a uniform, the employee will be furnished such uniform by the company at no cost. The Employer retains the right to determine the color and design required. The Employer will be responsible for the costs of cleaning and maintenance of the uniform. The employee is responsible for damage caused by negligence or loss.

The Employer may provide employees corporate logo t-shirts, sweatshirts, polo shirts, smocks, vests, etc. Should the Employer require such attire for any position, the employee may appeal under the grievance procedure for any undue hardship. It would be the employees responsibility to clean and maintain such item.

Section 16. Automation

The Employer will schedule at least one (1) bargaining unit employee in existing branches as of 7/1/91 during the posted hours of operation.

Section 17. Incentive Programs

The Employer may institute various promotional & incentive programs upon notification to the Union providing all employees within a bargaining unit job title are eligible and providing that neither the program nor implementation thereof will be administered in an arbitrary or discriminatory manner. Maximum prize for any single program not to exceed \$200 per employee.

Section 18. Automated Voucher Machine Locations

1) Effective July, 1998 the CDROTBC may open an unlimited number of Automated Voucher Machine locations without bargaining unit employees, such as the experimental branch opened in July of 1998 at the Meadowgreens Restaurant and Golf Course in Columbia County. An Automated Voucher Machine location is defined as a place where wagers are made exclusively through the use of self-service betting terminals.

2) Upon the opening of the 6th such location, and each subsequent location, Capital District Regional Off-Track Betting Corporation agrees to pay annually to those Bargaining Unit members of AFSCME, Council 66, Local 2055, AFL-CIO, the Bargaining Unit members being defined herein below, an equal share of 4% of the annual net profit generated at each location, not to exceed \$3,000 per location per year, provided that the gross handle received by CDROTBC for the year in which payment is computed exceeds 209 million and provided further that the first five locations will not be charged. If any of the first five locations cease to do business, the next succeeding location will be substituted to ensure that there will always be five locations without charge.

3) Such monies are to be paid by a separate check to each Junior and Senior Bargaining Unit member as defined in #4 below by April 1st of the next year for the preceding calendar year and will be distributed to all Local 2055 Bargaining Unit members equally.

4) All Junior and Senior Bargaining Unit members on May 1st will receive an equal share of the monies in the fund for the previous calendar year, if the Bargaining Unit member was employed by the CDROTBC for the entire previous calendar year. Casuals that were a Bargaining Unit member for the previous calendar year and worked at least one hundred (100) days during the previous calendar year will receive a 50% share of the EZ-Bet monies paid to Juniors and Seniors. There will be no prorating or adjusted payments for employees that worked for a part of the previous year.

Section 19 – Deferred Compensation

Eligible employees will have the option to participate in the NYS Deferred Compensation Plan.

Section 20 – Family Working

Whenever possible the employer will avoid situations where an employee will be placed in a position to supervise or work with a member of their family.

Section 21 – Self Serve Locations

Upon the opening of each customer self-serve location, the Employer agrees to the following:

1. The Employer and the Union agrees that employee safety is a concern and will provide an alarm system and security cameras to be in place upon the opening of each self serve location.
2. Customer Self-Serve locations will be operated by Bargaining Unit Personnel. The bargaining unit position/titles used for these locations will be for 1-shift customer self-serve locations Senior Mini Parlor Vault Attendant (SMPVA) and for 2-shift customer self-serve locations will be a Senior Mini Parlor Vault Attendant (SMPVA) and Junior Mini Parlor Vault Attendant (JMPVA). Employees will be paid in accordance with Appendix "A" of the Collective Bargaining Agreement for the above mentioned position/titles.
3. Displaced employees created by the opening of a self serve location shall be eligible for the severance agreement under Article VI section 9 of the Collective Bargaining Agreement.

Section 22 – Water

Effective April 1, 2005, the Employer will provide bottled water and /or a water fountain at each facility.

ARTICLE XVIII
STRIKES AND LOCKOUTS

Section 1. Lockouts

No lockouts of employees shall be instituted by the Employer during the term of this Agreement.

Section 2. Strikes

Pursuant to Section 210.1 of the Taylor Law, neither the Union nor any employee of the corporation shall engage in, cause, instigate, encourage or condone a strike. Violations of this provision subject the Union and employee to the procedures and penalties described in Section 210 of the Taylor Law and Section 751 of the Judiciary Law.

ARTICLE XIX
CONTRACT AND SUB-CONTRACT WORK

During the term of this Agreement, the Employer shall not contract out or sub-contract any work performed by employees covered by this Agreement that would mean the displacement of any employee covered by this Agreement. However, during the course of this Agreement the Employer may subcontract maintenance work, provided that no existing porters are displaced.

ARTICLE XX
SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by a 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.

ARTICLE XXI
MAINTENANCE OF BENEFITS

Any benefit presently in effect for employees covered by this Agreement will be retained and remain in force as if such benefit is a part of this Agreement, except where such benefit has been abridged by this Agreement, or where it has been otherwise mutually agreed between the Union and the Employer.

ARTICLE XXII
EXPANSION

The Employer agrees that during the term of this contract it will abide by the rules and decisions of the Public Employment Relations Board applicable to negotiation of the impact upon unit employees', such as on their wages and other terms and conditions of employment of any major change in its method of operation, such as expansion into other fields of legalized gambling.

ARTICLE XXIII
RETIREMENT

The present policy of participation by employees in the New York State Employees' Retirement System will continue for the term of this Agreement to the extent permitted by law.

ARTICLE XXIV
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 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 cause shall be adjusted through the grievance procedure as set forth herein.

ARTICLE XXV
SCHEDULING

The parties agree as follows:

1. That members of the bargaining unit are desirous of a five day work week.
2. That the parties are willing to experiment with mutually agreed upon schedules.
3. The parties acknowledge the possibility that such schedules which are feasible in some branches may not be practical in others.
4. It is the intent of the parties to jointly formulate feasible schedules and evaluate the same by actual experimentation at branches where the particular schedule is deemed to be adaptable.

ARTICLE XXVI
TOTAL AGREEMENT

Notwithstanding any Personnel Rules and Regulations, adopted by the Employer, that previously were in effect to the contrary, the foregoing constitutes the entire Agreement between the parties and shall supercede any and all such previous rules, regulations, and no verbal statement or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to this Agreement, shall supercede or vary the provisions herein.

ARTICLE XXVII
STATUTORY PROVISIONS

IT IS UNDERSTOOD 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 THEREOF, SHALL NOT BECOME EFFECTIVE, UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXVIII
TERMINATION AND MODIFICATION

This Agreement shall be effective as of the 1st day of January 2005, and shall remain in full force and effect until the 31st day of December 2007. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall commence no later than one hundred fifty (150) days prior to the termination date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands and seal this 18th day of August, 2005.

For New York Council 66 and its Affiliated
Local Union of the American Federation of
State, County and Municipal Employees,
AFL-CIO:

Kenneth J. Larkin
[Signature]
Daniel R. Meyer
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

For the Capital District Regional
Off-Track Betting Corporation:

[Signature]
[Signature]
[Signature]
Betsy Agresta
Joseph Wagon
[Signature]
[Signature]

Appendix "A"

	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>	<u>Column 6</u>
	Result Line Operator	Tech. Asst/Cable T.V.	Vault Attendant, Teletheater	Maintenance	Mini-Parlor	Mini-Parlor
	Telephone Account Clerk	Tech. Asst/ Commun.,	Announcer, Mutual Clerk/	Matron	Vault Attendant	Vault Attendant
	Telephone Operator	Maint. Tech. Class III	Pool Trans., Key punch	Porter	(Senior)	(Junior)
	Agents	Maint. Tech. Class III-A	Operator, Print Operator,		**	**
		Cust. Service Rep.	Laborer, Char. Gen. Operator,			
			Maint. Tech Class II			
Starting Wage:	\$ 7.20	\$ 7.80	\$ 7.45	\$ 6.85	\$ 8.95	\$ 8.45
After 1 Yr	\$ 7.65	\$ 8.50	\$ 8.15	\$ 7.30	\$ 9.49	\$ 9.20
After 2 Yrs	\$ 8.15	\$ 9.20	\$ 8.85	\$ 7.80	\$ 10.24	\$ 9.95
After 3 Yrs	\$ 8.65	\$ 9.90	\$ 9.55	\$ 8.30	\$ 10.99	\$ 10.65
After 4 Yrs	\$ 9.15	\$ 10.65	\$ 10.25	\$ 8.50	\$ 11.74	\$ 11.40
After 5 Yrs	\$ 9.68	\$ 11.40	\$ 10.90	\$ 8.70	\$ 12.50	\$ 12.15
Years 6 thru 10	\$ 10.15	\$ 12.15	\$ 11.65	\$ 8.90	\$ 12.89	\$ 12.65
Years 11 thru 20	\$ 12.00	\$ 13.20	\$ 12.70	\$ 9.45	\$ 14.79	\$ 14.45
Over 20 Years	\$ 13.00	\$ 14.00	\$ 13.50	\$ 9.45	\$ 15.79	\$ 14.75

New Employees. All new employees hired during the term of this Agreement shall be at the then obtaining starting wage. Thereafter they shall receive increases according to the schedule contained in this Appendix.

Temporary Employees. All temporary employees shall be hired at the then obtaining starting wage. They shall not receive any increases according to this Appendix.

Job Bidding An Employee bidding into a job title as a promotion will have his wage rate determined by the following formula:
The next wage rate in the appropriate scale which is at least twenty-five cents (.25) higher than his existing rate.

Annual increases are effective on January 1st each year, for the duration of this agreement and years of service in the position.

Appendix "B"

VAULT ATTENDANTS

Latham
Telebranch
Teletheater
Hudson
New Lebanon
Catskill
Bridgeport
Amsterdam
4th & Fulton St.
Imperial
Woodlawn

The Vault Attendant rate shall reflect a twenty-five (.25) cents per hour rate differential to all employees in the vault attendant position and the Employer guarantees that no less than 15 employees will receive this differential. Any current Vault Attendant whose position may in the future be abolished will become a Senior Agent, but will continue being paid at the rate he/she was making as a Vault Attendant without the differential on the date the position was abolished.