JUN 13 2007
PELRB

AGREEMENT

BETWEEN

YANKEE GREYHOUND RACING
SEABROOK, NEW HAMPSHIRE

AND

RACING DEPARTMENT

Teamsters Local Union No. 633 of New Hampshire

OCTOBER 1, 2006 - DECEMBER 31, 2008

(Race Track Officials)

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LABOR AGREEMENT

This AGREEMENT made by and between YANKEE GREYHOUND RACING, (SEABROOK GREYHOUND) hereinafter referred to as the Employer and THE SEABROOK DOG TRACK EMPLOYEES' ASSOCIATION affiliated with TEAMSTERS LOCAL NO. 633, and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO, its successors or assigns, hereinafter referred to as the Union.

This Agreement shall be binding upon any purchaser operating the track for live dog racing. If the law allows for pari-mutuel wagering at Seabrook Dog Track without any live dog racing, this clause shall be renegotiated by the parties.

ARTICLE I
PREAMBLE

The purposes of this Agreement are to provide orderly collective bargaining relations between the Employer and the Union, to secure prompt disposition of grievances and to eliminate interruption of work and interference with the efficient operation of the Employer's business.

ARTICLE II
RECOGNITION

The Employer hereby recognizes the Union as the sole collective bargaining agent with respect to wages, rates of pay and other working conditions of employment of its regular employees who are employed by the Employer in its present operation of racing of dogs and simulcasting or other future expanded operations at its existing Seabrook, New Hampshire facility, provided the work is within the scope of the employees' existing job classifications and abilities. As per Case No. M-0709, in accordance with RSA:273-C and Certification of Representative signed on February 15, 1995, employees covered by this Agreement are those within the following classifications:

> All full-time and regular part-time Seabrook Racing Dept. Employees: Starters, Secretaries, Chartwriters, Lure Operators, Brakemen, Clerk of Scales, Announcer, Kennel Masters and Racing Oval Maintenance positions.
>
> Excluding: Judges, Paddock Inspector, State Veterinarian, Racing Secretary, Commission Judge and casual employees.

ARTICLE III
UNION SECURITY

1. An employee who is a member of the Union at the time this Agreement becomes effective shall continue his membership in the Union for the duration of the Agreement.

   As a condition of continued employment, all employees who are members of the Union shall continue to remain members in good standing in the Union and all employees hired on or after the effective date of this Agreement, shall become members in good standing in the Union after thirty-one (31) days following the date of employment or following the effective date of this Agreement, whichever is later, and shall remain members in good standing for the duration of this Agreement. Good standing shall mean the payment of initiation fees and dues as required under the Union Constitution and By-laws.

   Present employees covered by this Agreement shall be notified immediately by the Employer of the adoption of the foregoing provision, and all new employees covered by this Agreement, hired hereafter, shall be notified of the same by the Employer at the time they are hired.

   At the beginning of each racing meeting, to assist the Union in enforcing the foregoing provisions, the Employer shall furnish the Union with the following information concerning all employees newly hired, recalled from layoff, or reemployed: Name, address, telephone number, department, job classification, starting rate, badge number and status (whether new, recalled, or reemployed employee).

   The Employer will, within seven (7) days after receipt of written notice from the Union, discharge any employee who fails to pay the Union his initiation fee and/or his monthly dues.

2. The Employer agrees to deduct from the wages of the employees monthly Union dues and initiation fees, as provided under the Union Constitution and By-laws, for each employee who authorizes such deductions in writing, on a form approved by the Employer, and to remit the amounts so deducted to the Union before the end of the following month. It is understood that this deduction will be voluntary on the part of the employee and in accordance with the laws of the State of New Hampshire.

3. The Union agrees to save the Employer harmless from any claims for reinstatement and/or back pay made by an employee discharged at the request of the Union or for reimbursements required to be made as a result of the implementation of this Article.

4. The Employer agrees to deduct for the Local Union's Credit Union, (known as the New England Teamsters Federal Credit Union), any amount, on a weekly basis, authorized by the employee to be remitted on a monthly basis. Where laws require written

authorization by the employee, same is to be furnished in the form required. No deductions shall be made which are prohibited by applicable law.

5. The Employer agrees to a D.R.I.V.E. checkoff for its employees. Upon written authorization by the employee, the Employer shall deduct certain amounts as specified by the employee on a weekly basis and remit same on a monthly basis to the Local Union's D.R.I.V.E. account. The name of such fund is Granite State Teamsters' DRIVE. Where laws require written authorization by the employee, same is to be furnished in the form required. No deductions shall be made which is prohibited by applicable law.

6. The Employer agrees to deduct for the Local Union 401(k) Plan an amount on a weekly basis authorized by the employee to be remitted on a monthly basis. Where laws require written authorization by the employee, same is to be furnished in the form required. No deductions shall be made which are prohibited by applicable law.

ARTICLE IV
NO DISCRIMINATION

1. The Employer and its supervisors shall not discriminate against any employee because of his Union membership or activity. Supervisors and non-supervisory employees shall treat each other with the respect and consideration which is ordinarily expected and practiced by persons in their work relationships with each other.

2. Neither the Employer nor the Union shall discriminate against any individual because of race, color, religion, sex, national origin, ancestry, age, handicap, Vietnam era veteran status, or disabled veteran status in accordance with state and federal law.

ARTICLE V
CONFLICT OF LAWS

In the event any section of this Agreement shall be found not to be in accordance with the provisions of the laws of the United States or of the State of New Hampshire, such section shall be stricken from the Agreement and not be binding on the Employer and the Union. However, if any such section shall be stricken, the remainder of the Agreement shall remain in full force and effect and be binding on the Employer and the Union.

ARTICLE VI
EMPLOYEES

1. Nothing in this Article shall affect the right of the Employer not to employ any more employees than may be necessary in its judgment to carry on the mutuel operations conducted by the Employer on any particular racing day.

2. Employees may be employed on a per diem and/or part-time and/or hourly basis.

3. a. Newly hired employees will be regarded as probationary employees for sixty (60) working days. Said probationary period may be extended by mutual agreement.

   b. Probationary employees are subject to termination of employment at the sole discretion of the Employer and such action by the Employer shall not be subject to the grievance or arbitration provisions of this Agreement.

4. The Employer shall utilize the Union as a source of labor. The Employer retains the right to reject any applicant referred to it by the Union. In the event the Union is unable to furnish applicants when requested to do so, the Employer may hire employees from any source.

5. An employee shall be allowed to see his personnel file provided seventy-two (72) hour notice is given to the Employer.

ARTICLE VII
MANAGEMENT RIGHTS

It is agreed, except as to those matters expressly agreed upon in this Agreement, that nothing in this Agreement shall limit the Employer in the exercise of its function of the management and to exercise all of its rights, such as the right to hire new employees from any source it may decide, to assign work, to direct the working force, to promote, to establish work schedules and to require work as it may assign on any schedule it establishes, to lay off employees because of lack of work, to abolish jobs, to transfer employees from job to job or assign locations of work, to require employees to observe company rules and regulations as they may be revised from time to time, to decide the number of employees in any classification, to sublease any department in whole or in part, or to subcontract in whole or in part after negotiation with the Union to agreement or impasse with respect to the decision to subcontract and the impact on employees of any such subcontract, to eliminate classifications and departments and to change the job duties, provided nothing herein shall be construed as authorizing violation of this Agreement. It is further agreed that this enumeration of management prerogatives shall not be deemed to exclude other prerogatives not herein enumerated.

ARTICLE VIII
GRIEVANCE PROCEDURE

Should the Union or any employee have any grievance relating to the interpretation or application of the express terms of this Agreement, an earnest effort shall be made to adjust such grievance in the following manner:

Step 1. The grievance shall be discussed between the employee and the Department Manager with or without the Shop Steward. If not resolved satisfactorily, the grievance may be submitted at Step 2 as set forth below.

Step 2. The grievance must be reduced to writing in triplicate, dated, signed by a Union Representative or the employee involved and copies submitted to the General Manager, the Steward and the Union Representative (as designated) within ten (10) days from the date of the occurrence of the incident on which the grievance is based. Upon receipt of such written notice, the General Manager shall notify the employee, Shop Steward and the Union Representative and arrange for a time and place when the grievance will be heard. Such grievance must be heard within seven (7) days after the receipt of the written notice of grievance from the employee. No grievances will be discussed during working hours.

Step 3. If said grievance cannot be settled between the employee, the Shop Steward, Union Representative and General Manager, the Union, may within five (5) days, refer the matter in writing to arbitration.

Discharge grievances must be initiated at Step 2.

ARTICLE IX
ARBITRATION

1. In the event that the parties are unable to agree to the selection of an arbitrator within forty-eight (48) hours after written notice of the grievance, then the American Arbitration Association upon petition by either party shall submit panels in accordance with its then existing rules.

2. The arbitrator as selected shall, as soon as possible, set a date, conduct a hearing on the grievance and shall proceed with the hearing expeditiously, and after termination of the hearing shall render a decision within thirty (30) days therefrom. The decision of the arbitrator shall be final and binding on the parties hereto.

3. The arbitrator's fee shall be borne equally by the Union and the Employer.

ARTICLE X
DISCIPLINE

During the term of this Agreement, the Employer shall not discipline any employee covered by this Agreement except upon the exercise of its good faith judgment that just cause

exists for discipline. If a disciplined employee covered by this Agreement believes himself to be unjustly dealt with, such case shall be adjusted under the grievance procedure.

Whenever an employee is discharged, suspended, or otherwise disciplined, the Union and the employee shall promptly be notified in writing of such discharge, suspension, or other disciplinary action and the reason therefor. No discipline, written notice of which has not been given to the Union and the employee, nor any discipline which has been given more than eighteen (18) months prior to the current act, shall be considered by the Employer in any subsequent discharge, suspension, or other disciplinary action.

ARTICLE XI
ACCESS BY UNION REPRESENTATIVES

The Employer shall permit the authorized representative of the Union to have access to the public areas of the Employer's racing plant at Seabrook for the purpose of conferring with the Employer and for the handling of pending grievances. Such access shall be by prior arrangement and at such reasonable times and places and in such manner as not to interfere with the employees or with the operations of the Employer's business.

ARTICLE XII
COMPLIANCE WITH STANDARDS AND LAW

The Employer has the sole right to determine the methods, terms and conditions of work and standards of performance of each job and the changes which shall be effected therein, and to make such reasonable rules and regulations for the conduct of its business, not inconsistent with the provisions hereof, as it may deem necessary and advisable. All employees shall comply with such requirements, rules and regulations and with all applicable codes, rules, regulations and requirements of the New Hampshire State Racing Commission.

In the event of implementation of a rule or regulation, the Union shall be notified. The Employer agrees that there will be no employer rules which are in conflict with the terms of the Agreement.

ARTICLE XIII
WORK ASSIGNMENTS

The Employer in its discretion may hire and assign employees to job classifications and may assign an employee to any duties during a working day or working week. Employees so assigned shall receive the applicable rate of pay for the respective regular job classifications as set forth below plus general wage increases:

$62.25	$59.25	$50.00
Chartwriter	Lure Operator	Brakeman
	Announcer	Starter
	Kennel Master	Clerk of Scales
	Dragging Track & Set-up	

If an employee hired prior to April 1, 2005 is assigned to a job other than his regular job, he shall be paid the rate of the job to which he is regularly assigned, except if transferred for the convenience of the Employer for at least one full working day. If transferred for the convenience of the Employer for one full working day or more, the employee shall receive the applicable rate of the job to which he is transferred, if such rate is higher than the rate of the employee's regular job classification plus general wage increases. The Employer agrees not to use its discretion capriciously.

Racing officials hired after April 1, 2005, including employees who transfer into this bargaining unit from another bargaining unit after April 1, 2005, shall be paid the hiring rate plus applicable general wage increases for all work performed without regard to the above job classification rates of pay. The hiring rate shall be a minimum of $50 per card for the duration of the contract.

ARTICLE XIV
CONTRACTUAL OBLIGATION

The Employer shall not engage in any lockout, and the Union and the employees shall not authorize, condone or engage in any strike, slowdown, picketing, cessation of work or other interference with the business during the life of the Agreement by reason of any dispute of disagreement (1) between the two parties signatory hereto; (2) between either of the parties signatory hereto and a third party , or, (3) between individuals, corporations or unions not signatory to this Agreement. Where this clause has been breached, such breach may be just cause for the Employer to discipline any or all of the employees involved.

ARTICLE XV
COMMUNICATIONS

Whenever any notice or other communication is given or is required to be given hereunder, it shall be given by certified mail, return receipt requested, and in the case of either of the parties hereto, addressed to such party at its respective address, and in the case of any employee, addressed to such employee at his last known address as appearing on the payroll records of the Employer. Notices or other communications so given shall be conclusively deemed to have been received by the addressee in due course, no claim on the part of any

employee shall be recognized that a notice mailed to him in the manner herein specified has not been given or received by him.

ARTICLE XVI
WORK SCHEDULES

1. All employees shall report for work at the time specified in the schedules as determined by the Employer.

2. Nothing contained in the foregoing subparagraph shall inhibit the Employer in its discretion to determine the hours of work or reporting time, the number of employees in each classification required each day, the departments required to work, when any extra racing may be scheduled or when and if performances are scheduled.

3. Overtime shall be paid at time and one half after forty (40) hours worked per week. There shall be no pyramiding or duplication of overtime.

4. No employee shall work more than forty (40) hours per week, including outside maintenance, without authorization from the General Manager. Race Track Officials shall sign in and out for all work, including outside maintenance and special track oval maintenance. Employees will not be required to sign in or out for routine track oval maintenance with the understanding that they will not exceed a total of eighty (80) hours during any two-week period.

ARTICLE XVII
TEMPORARY VACANCIES

1. If the Employer is notified of a temporary vacancy no later than the day before the vacancy occurs and the Employer decides to fill the vacancy, it shall do so as follows:

    a. First it shall call in order of seniority those employees who are on the call list for that program.

        (i) If an employee is called from the call list and is unavailable to report to work, he/she shall be excluded from the next call. If he/she is unavailable for a second call, the employee shall be excluded from the next call. If he/she is unavailable for a third call within a one year period, he/she shall be removed from all call lists for the duration of the contract or one year, whichever is greater. However, if an employee notifies the Employer in writing in advance that he/she is unavailable for a certain period, he/she will not be called during this period.

(ii) If a vacancy remains after utilizing the call list, the Employer shall utilize standby employees by seniority to fill such vacancy.

(iii) If the vacancy remains after using standby employees, the Employer may require employees by inverse order of seniority to fill the vacancy. Junior employees required to work in such instances who fail to report because of a conflict with a primary job shall not be subject to discipline.

b. If the Employer is not notified of a temporary vacancy by the day before and the Employer decides to fill the vacancy, it shall do so as follows:

(i) First it shall utilize standby employees by seniority;

(ii) Next it shall call employees from the call list; and

(iii) Finally, it may require employees by inverse order of seniority to fill the vacancy.

ARTICLE XVIII
JOB POSTING

Employees shall have the right to apply for available promotional opportunities according to the following procedure:

1. A notice of the job opening containing the classification, department, sessions (and/or hours) and rate of pay, shall be posted on the employees' bulletin board for seven (7) calendar days, if practicable.

2. Employees interested in applying for the promotional opportunity shall sign and date the notice on the space provided. The employee shall also notify his immediate supervisor of the desire to apply for the opening.

3. The Employer shall select an employee that it determines is qualified from the list of applicants according to the following:

   a. If two (2) or more employees apply for the job and the Employer determines that their qualifications and ability are relatively equal, seniority shall be the determining factor in selecting an employee.

   b. The Employer may determine not to fill a vacancy or, in its discretion, may fill a vacancy by hiring employees from the open labor market.

A promoted employee may be required to serve up to a thirty (30) day trial period for the Employer to determine whether he is qualified to perform the required work. In the event an employee is disqualified on a new job, he shall return to the formerly held classification. In all cases of job assignments employees must be able to perform the available work.

4. Employees may bid for the opportunity to work additional sessions.

   a. In the event a full shift, other than a temporary shift, is cancelled and the Employer anticipates that the cancellation will be for more than three (3) weeks, employees shall have the right to bid to replace the cancelled shift and bump junior employees on another shift. The junior employees bumped may in turn bump junior employees on another shift.

   b. In the event a shift or card is cancelled and the Employer anticipates that the cancellation will be for three (3) weeks or less, if the Employer requires additional employees to work other shifts or cards, all employees, including those assigned to a cancelled shift or card, may request to be assigned for such work. The Employer shall make such assignments based upon seniority within classification. Employees so assigned may not bump employees from positions assigned pursuant to the bid under subsection 1 as set forth above.

   c. If the bid is limited to a particular shift or card rather than a general bid and fewer employees than necessary bid, the Employer may assign employees to such shift or card in reverse order of seniority from employees assigned to work during that week. If the bid is a general bid and fewer employees than necessary bid for a particular shift or card, the employer may assign employees to such shift or card in reverse order of seniority from employees who submit bids.

ARTICLE XIX
LEAVE OF ABSENCE

A leave of absence shall be granted by the Employer to employees upon the following terms and conditions:

1. Employees shall receive non-paid personal leave upon request, subject to ten (10) day prior notice to the Employer provided the Employer may otherwise fulfill its operational requirements. Any scheduling conflicts between employees requesting such leave shall be resolved by seniority standing or on a "first come, first served" basis.

2. Where a leave of absence is for illness or disabling injury of the employee which prevents

him from working, the Employer may require written medical proof of illness or disabling injury with his application for leave and a physician's certification of ability to work prior to return from a medical leave of absence. The Employer may require the employee to be examined by a doctor selected from a pre-approved list of doctors agreed to by the Employer and the Union at the Employer's expense. An employee shall continue to accumulate seniority during a medical leave of absence.

3. If an employee uses any part of such leave for any purpose other than the specified stated purpose, his employment shall be automatically terminated. The Employer is authorized to take such steps as it may deem necessary in its judgment to verify whether an employee has used such additional leave of absence only for the specific stated purpose for which it was granted.

4. Where there is a death in the immediate family of an employee, a leave of absence shall be granted for up to five (5) consecutive working days or nights while the track is in operation beginning with the day following the date of death and terminating on the day of the funeral. The Employer shall pay the employee one (1) days' pay for time lost from the regular schedule to attend the funeral of a member of the immediate family. The immediate family is defined as spouse, child, parent, sister and brother. To receive payment, the affected employee upon request must present to the Employer a copy of the death certificate or of the obituary from a newspaper, promptly following the death.

5. Jury Duty - The Employer agrees to pay the difference between jury duty pay received from court and regular earnings for up to twenty (20) days for jury duty served at the same time as an employee's regularly scheduled shift. An official statement shall be submitted to the Employer certifying dates and time of jury duty and signed with a duly authorized signature of an official of the government agency involved.

6. Requests for leaves of absence must be in writing, signed by the employee and addressed to the Employer stating leave dates requested and reason for leave.

7. Requests for leaves of absence must be received by the Employer no later than ten (10) days prior to the effective date of such leave. The Employer shall within five (5) working days or nights of the date of receipt of the aforesaid request for a leave of absence notify the employee of the grant or denial of such leave of absence.

8. Any employee who has been granted an official personal leave of absence, shall upon return to work be reemployed where the Employer finds it practical to do so in the same classification in which he was employed at the commencement of his leave of absence, without loss of pay status and without impairment of his seniority rights.

9. All seasonal employees who are granted a leave of absence, shall be given priority for rehire at their previous rate of pay.

10. Union Leave: Leave of absence shall be granted employees selected or appointed to a full time paid official position with the Union and their seniority at the time of such leave shall be maintained and accumulated and on return to work, provided they return within 180 calendar days of termination of their Union position, they shall revert to their original position on the seniority list as if their employment had continued, and their health and welfare benefits under this Agreement shall be reinstated as of the day upon which they return to work.

11. Military Leave: The rights of regular employees who volunteer or are called into military service by the United States government, shall be governed by the Universal Military Training and Service Act.

12. Maternity Leave: Maternity leave shall be governed by applicable law.

ARTICLE XX
BULLETIN BOARDS

The Employer shall provide bulletin board space for the Union. The Union, after filing a copy with the General Manager, may post thereon, non-controversial notices signed by the Business Agent of the Union. Such notices shall be restricted to the following types:

1. Notices of recreational or social activities.
2. Notices of election of officers, appointments and results of elections.
3. Notices of meetings.
4. Seniority list.
5. Job openings.
6. Greeting Cards, Etc.

ARTICLE XXI
SHOP STEWARDS

The Employer agrees to recognize one Shop Steward for the bargaining unit.

The Employer also agrees to recognize one (1) Alternate Shop Steward to cover in the absence of the Shop Steward.

If the Shop Steward shall find it necessary to perform his union duties during working hours, he shall request to be released from work by his Supervisor to the extent of investigating the matter and conferring with the foreman or immediate supervisor of his department without loss of pay. If the Shop Steward cannot be promptly released, he/she shall be so advised. If the

Shop Steward fails to effect a settlement, he shall immediately report by telephone to the Union Business Agent and then immediately resume work. If the Shop Steward finds it necessary, he will place the grievance in writing and submit it.

Any settlement of a question by the Shop Steward and the immediate supervisor of any employee involved in a dispute shall not establish a precedent or conflict in any manner with the provisions of this Agreement.

ARTICLE XXII
SAFETY

Precautions to secure the health and safety of employees shall be taken by the Employer. The Employer agrees to make a good faith effort to minimize any concentration of toxic fumes.

The Employer shall strive to provide safeguards to eliminate injuries.

The proper attention to the maintenance of sanitary and healthful conditions will be maintained by both parties to this contract.

All employees will wear any protective equipment that might be required of them by their supervisors in doing any particular job necessary to fulfilling their job. The Employer agrees to furnish necessary equipment as determined by the Employer.

All personnel shall be governed by plant safety regulations.

ARTICLE XXIII
EMPLOYEE ASSISTANCE PROGRAM

The Union and Employer shall strive to develop a program to assist in referring employees in seeking professional counseling.

The Union and Employer also agree to establish a Labor Management Committee to meet on a monthly basis.

ARTICLE XXIV
SEPARABILITY AND SAVINGS PROVISION

If any Article or Section of this Agreement or if any riders thereto shall be held invalid by operation or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to

its validity, the remainder of this Agreement and of any riders thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement of such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party may refer the issue to arbitration as provided in Article IX of this Agreement.

ARTICLE XXV
HOURS OF WORK

All employees shall report for work at the time specified in their respective schedules, provided, however, nothing shall inhibit the Employer in its unfettered discretion to determine the hours of reporting time, the number of employees in each classification required each day and the departments required to work when any extra racing may be scheduled or when and if matinee or morning performances are scheduled. The Employer shall give notice of any changes in scheduling, except where it may not be reasonable to do so.

ARTICLE XXVI
HEALTH INSURANCE

The Company shall contribute 85% of the premium per month and the employee shall contribute 15% of the premium per month toward individual health insurance coverage for participating employees regularly scheduled for a minimum of 6 programs per week, provided such employees have worked a minimum of 138 programs in the preceding six month period as determined on the first day of each calendar quarter. The coverage from December 1, 2006 to November 30, 2007 shall be the Harvard-Pilgrim HMO Best Buy 500 (9G) Plan with ancillary products including life, dental, vision care and short-term disability insurance as presented by Spurling Insurance, Inc.

The parties agree to reopen negotiations by November 1, 2007 so that they can effectively address the issues of insurance coverage and insurance costs to take effect on December 1, 2007. This will be the sole subject of the reopener.

New hires, excluding summer employees, and part-time employees converting to full-time status shall become eligible for insurance after 120 days provided they have been regularly scheduled to work a minimum of 30 hours or 6 programs per week during this period.

Employees on an approved leave of absence shall retain eligibility upon return to work.

The Company shall comply with the Family and Medical Leave Act (FMLA) regarding health insurance contributions to the extent that an employee qualifies for such coverage. If an employee does not qualify for FMLA coverage, the Company shall continue its monthly contributions for up to three (3) months during an employee absence due to a non-work related disability and for up to nine (9) months during an employee absence for which the employee is eligible for Workers' Compensation.

Employees may elect family or spousal coverage, provided they pay the difference between the premiums for individual and such coverage.

Employees with coverage, when they become ineligible for coverage, may elect COBRA continuation coverage.

Eligible employees who elect not to receive health insurance coverage shall receive $25/week in lieu of coverage provided they have been enrolled for a minimum of six (6) months immediately preceding this election.

The Employer reserves the right to substitute substantially equivalent insurance subject to negotiations with the Union.

ARTICLE XXVII
SENIORITY AND TRANSFER

Seniority

Seniority is defined as the total continuous period of employment as an employee of the Employer within the bargaining unit. A seniority list shall be maintained by the Employer. The Employer shall send a copy of the seniority list to the Union at the request of the Union.

Upon completion of the probationary period, an employee shall be credited with seniority retroactive to his most recent date of hire.

In cases of layoff or recall of employees within a job classification where the Employer determines that qualifications and ability are relatively equal, seniority on the job shall be the determining factor, provided that the Employer finds that the employee has performed the available work satisfactorily in the past and is available for the specific hours and days involved.

Whenever a layoff occurs, the Employer may retain those employees who have special skills not possessed by other employees and which are necessary to the continued operation of the Employer's business, regardless of seniority.

A laid off employee shall have a right of recall to his job classification in accordance with his seniority in his job classification.

In the event of layoff, employees shall be laid off in the order of their seniority in their classification, that is, those with the lowest seniority shall be laid off first and those with the highest seniority last. When employees are recalled, they shall be recalled in the reverse order of layoff in their classification.

An employee shall lose his seniority and his employment deemed terminated in the event:

a. he quits the employment of the Employer;
b. he is discharged for cause;
c. he is off the payroll for more than a period equal to his length of employment not to exceed one year, except for authorized medical leave of absence.
d. he fails to return to work upon expiration of an authorized leave of absence;
e. absence unexcused by the Employer for three (3) consecutive daily schedules; or,
f. he fails to qualify with state licensing requirements.

1. Layoffs shall be effected by seniority within classifications provided that ability is relatively equal. There shall be no bumping across classifications. Seniority of any employee covered by this Agreement shall not accrue during any period of layoffs. Such laid off employee reemployed within one (1) year shall not lose the seniority he has accumulated up to the time of the layoff and shall be deemed to have on the reemployment date the seniority which he had accumulated up to the date of layoff.

2. Seniority shall not be accumulated by an employee when he is upon a leave of absence as provided in Article XX for more than one racing meet. Upon return to work any employee who had enjoyed a leave of absence shall be deemed to have on the reemployment date seniority which had been accumulated up to the date of the leave of absence.

3. Seniority under this Agreement is to be measured by continuous length of employment from August 1, 1973, the start up of the Seabrook Greyhound Park. At the beginning of each racing meet, the Employer shall forward to the Union a list of the employees covered by this Agreement and their respective accumulated seniority. A copy of this list shall be posted pursuant to the Article entitled "Rules and Regulations". Disputes concerning accumulated seniority shall be handled under the Article entitled "Grievances and Arbitration Procedure".

4. Job vacancies will be posted for three (3) days in order to permit employees to file applications for consideration to promotional opportunities.

Transfer

Any employee who so desires may request a transfer to any classification covered by this Agreement if the employee is qualified to perform the work. The Employer may award available jobs to the best qualified or most competent employees, as the Employer desires.

ARTICLE XXVIII
WORKDAYS

Regular employees will be given one (1) weekend off every six (6) weeks upon two (2) weeks prior written request based on seniority. Full time employees will not be required to change their regularly scheduled days off without one week's prior notice except in case of emergency.

Employees on the payroll on July 21, 1978 shall be given the opportunity to maintain the number of cards per week then scheduled up to a maximum of forty (40) hours and shall have preference to work available cards up to a maximum of forty (40) hours.

ARTICLE XXIX
LABOR SAVING EQUIPMENT

Management shall have the right to adopt any and all automation systems or labor saving devices. Seniority within a job classification for layoff purposes will be applicable in any instance where this might occur. In the event automated equipment or labor saving devices are adopted during the term of this Agreement the Employer shall provide training for all affected bargaining unit personnel retained to perform this work. The Employer shall offer the job opening to senior employees whom it determines are qualified.

In the event automated equipment or a labor saving device is adopted during the term of this Agreement, the Employer will notify the Union a minimum of ninety (90) days prior to the date the equipment is put into operation. The Employer and Union will negotiate the rate for the work involved, and any disagreement regarding the filling of these positions or the proper rate of pay may be grieved through the grievance procedure up to and including arbitration which shall be processed expeditiously. Any change in the rate of pay shall be retroactive to the date the equipment is put into operation. The Employer has the right to put the equipment into operation absent agreement on the rate of pay for the work involved and prior to arbitration.

ARTICLE XXX
HOLIDAYS

A $10.00 per card premium shall be paid for work performed on the following holidays: Martin Luther King Day, Presidents' Day, Memorial Day, Kentucky Derby Day, Labor Day and Columbus Day.

Time and one half shall be paid for all hours worked on New Year's Day, July 4th, Thanksgiving and Christmas. Bargaining unit employees shall not be required to work on Thanksgiving or Christmas.

ARTICLE XXXI
MANAGEMENT-LABOR RELATIONS MEETINGS

Representatives from each department will meet monthly with department managers and other management personnel to discuss issues of mutual concern with an objective of improving management-labor relations

ARTICLE XXXII
WAGES

It is mutually agreed and understood that all employees who come within the classification set out in Article II will be paid the wage increases set forth in the Appendix attached hereto.

1. The wage schedule as set forth in this Agreement is based upon six (6) races or more. Any employee who works less than six (6) races shall be paid one half of the rate per day set forth in the wage schedule designated "Appendix." Reporting pay of one half of the rate per day shall be paid to employees who report for work if cancellation notice is not communicated by radio or otherwise three hours before post time unless failure to give notice of cancellation is due to Act of God, explosion, fire, equipment failure or other reason beyond the reasonable control of the Company.

2. The wage schedule for matinee and morning racing will be the same as that rate of pay of the night rate.

3. If Sunday racing is instituted by the Employer, work will be voluntary, and pay shall be at time and one half.

4. Any employee unable to report to work for any valid reason must notify the Employer by telephone at least three hours before post time of the first race he is scheduled to work on

the day that he will be absent. If an employee fails to do, the Employer will have sufficient cause for immediate discharge. The Employer may require a doctor's certificate in all cases of sickness of three days or more.

ARTICLE XXXIII
BONUS

A $50 bonus shall be paid to all full-time and part-time employees on the active payroll in the last payroll period prior to Christmas of each year.

ARTICLE XXXIV
DURATION OF AGREEMENT

This Agreement is to be effective as of October 1, 2006, and shall remain in full force and effect through December 31, 2008. This Agreement shall continue in full force and effect from year to year thereafter unless sixty (60) days prior to the expiration of the Agreement or prior to any subsequent February 1, either party notifies the other in writing of its desire that the Agreement be terminated, renewed or modified. The Union reserves the right to reopen the wage provision of the Agreement to negotiate wage rates for new classifications arising out of the introduction of electronic games of chance or additional gaming concepts.

In witness whereof, the parties have hereunto caused this Agreement to be executed by their officers thereto duly authorized this day and year first above written.

RACING DEPARTMENT
TEAMSTERS LOCAL 633 OF NEW HAMPSHIRE

YANKEE GREYHOUND RACING, INC.

APPENDIX

Effective October 1, 2006 all employees shall receive a 35¢ per hour wage increase.

Effective February 1, 2007 all employees shall receive a 15¢ per hour wage increase.

Effective December 1, 2007 all employees shall receive a 35¢ per hour wage increase.

Weigh-in – to receive maximum of one-half (1/2) hour of pay (1/8 card rate) at employee's regular rate.

Official Schooling - to receive maximum of one (1) hour of pay (1/4 card rate) at rate of job being performed. Applies to Brake Man, Lure Operator, 2 Box Men, Clerk of Scales, Chart Writer and Paddock Secretary (typist)

Unofficial Schooling - to receive maximum of two (2) hours of pay (1/2 card rate) at rate of job being performed. Applies to Lure Operator and Brake Man.

Pay for special track oval maintenance shall be based upon an employee's regular rate of pay per card. (i.e. If an employee works 1 hour he shall be paid one-quarter of his rate per card.) Such work shall not exceed 4 hours per week for any employee without the permission of the General Manager.

The practice of paying one racing official an additional $10 per card shall continue when the Track runs short-handed with less than 6 leadouts during live racing.

There shall be no other "extras" except those as set forth in this Appendix without the express written consent of the General Manager or his designee. (i.e. If run short-handed within the Department or if work additional time beyond the scheduled 4 hour card due to power or equipment failure, additional compensation will be in the discretion of the General Manager and shall be paid in 15 minute increments.

Track to pay annual state license fee for all racing officials with more than 5 years of service.

Personal Days:

1 personal day per contract year for employees regularly scheduled to work a minimum of 20 hours or 4 programs per week with a minimum of 5 years of service

2 personal days per contract year for employees regularly scheduled to work a minimum of 20 hours or 4 programs per week with a minimum of 10 years of service

3 personal days per contract year for employees regularly scheduled to work a minimum of 20 hours or 4 programs per week with a minimum of 15 years of service

Effective November 1, 2007, 4 personal days per contract year for employees regularly scheduled to work a minimum of 20 hours or 4 programs per week with a minimum of 20 years of service

Cannot accrue personal days from year to year. Must apply in writing to supervisor for personal day a minimum of 7 days prior to date requested except for emergencies or where reason for taking personal day is unforeseen in which case application is to be submitted as soon as possible. Such day shall be granted subject to staffing needs. Employee shall receive pay for number of hours he/she would have worked on that day.

Employer to provide following clothing to Track Crew annually:

2 pair of pants	1 winter hat
2 shirts	1 pair of boots
1 jacket	1 pair of gloves
raingear	