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AGREEMENT

BETWEEN

YANKEE GREYHOUND RACING
SEABROOK, NEW HAMPSHIRE

AND

SEABROOK DOG TRACK SECURITY ASSOCIATION

Affiliated with

Teamsters Local Union No. 633 of New Hampshire

October 1, 2006 - December 31, 2008

(Security Personnel)

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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 SECURITY ASSOCIATION and TEAMSTERS LOCAL NO. 633, affiliated with 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-mutual 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-0735, in accordance with RSA:273-C and Certification of Representative signed on February 28, 1997, employees covered by this Agreement are those within the following classifications:

All full-time and regular part-time Security Personnel

Excluding: Supervisory Personnel

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 within 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, 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.

**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 the judgment of the Director of Security to carry on the security operations conducted by the Employer on any particular racing day.
2. Employees may be employed on an 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 Director of Security or designee 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 seven (7) 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 five (5) 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 office and steward 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 twenty-four (24) 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. Admission to restricted areas will be only by prior consent of the Director of Security.

**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; if an employee is assigned to a job other than his regular job for a full working day he shall be paid the rate of the job to which he is assigned, except if transferred for the convenience of the Employer, in which case the employee shall receive the higher rate. The Employer agrees not to use its discretion capriciously.

**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. Overtime shall be paid at time and one half for Sundays.

ARTICLE XVII JOB POSTING

Whenever a job opening becomes available or a vacancy exists, all bargaining unit employees shall have the right to apply for the available job according to the following procedure:

1. A notice of the job opening containing the days and hours shall be posted on the employee bulletin board for seven (7) calendar days.
2. Employees interested in applying for the opening shall sign and date the notice on the space provided.
3. The Employer shall select an employee from the list of applicants according to the following:
 - a. If two or more employees apply for the job opening, seniority shall be the determining factor in selecting an employee.
 - b. Full-time employment will be given to the most senior part time employee who has signed the posted bid notice, provided the employee is available on a continuous basis. In no event shall an employee be granted an additional shift or additional hours which would result in a regular schedule of more than forty hours per week.
 - c. In the event there are no employees interested in applying for a job opening as

posted above, the Employer may hire new employees from the open labor market.

ARTICLE XVIII LEAVE OF ABSENCE

1. Requests for leave or for extension of leave shall be made to the Director of Security in writing on a form available from the Employer accompanied by appropriate substantiation. The employee must mail a copy of the request to the Local Union office. All seasonal employees who are granted a leave of absence shall be given priority for rehire. Seasonal employees may not bump employees who work year round.
2. 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 of the date of receipt of the aforesaid request for a leave of absence, notify the employee of the granting or denial of such leave of absence.
3. Leaves of absence for personal reasons may be granted by the Employer in writing within its discretion on a case by case basis.
4. An employee who fails to return on the date of expiration of the leave shall be deemed to have quit unless an extension of the leave has been granted in writing by the Employer as provided above.
5. An employee on medical leave may be required to take periodic physical examinations at the Employer's expense by a Company approved physician for the Employer to determine if the employee can be expected to return to work.
6. An employee returning from an illness shall give the Employer at least one week's notice in writing prior to the desired date of return.
7. Leaves of Absence for military service shall be granted as required by law.
8. Upon prior thirty (30) days written notice by the Union, a Leave of Absence without pay shall be granted only by mutual agreement between the Employer and the Union to one employee during the term of this Agreement for full time service as an officer of the Local or International Union.
9. Employees returning from duly authorized leaves or extensions shall be restored with the same length of service as of the date of the beginning of the leave, to their same or as comparable a position as is available on which the employee has had prior experience, provided however, the Employer shall not be required to restore an employee returning from a leave to work if the position no longer exists or if other employees with greater length of service have been laid off.
10. If an employee uses a leave of absence for any purpose other than the specified stated

purpose, his employment may be 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.

11. 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 must present to the Employer a copy of the death certificate or of the obituary from a newspaper, promptly following the death.
12. Jury Duty - The Employer agrees to pay the difference between jury duty pay received from court and regular earnings for up to ten (10) 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.

ARTICLE XIX 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 XX SHOP STEWARDS

The Employer agrees to recognize one Shop Steward in the Security Department.

The Employer also agrees to recognize one (1) Alternate Shop Steward in the Security Department 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 XXI SAFETY

The Company and the Union agree to comply with federal and state safety and health requirements.

ARTICLE XXII 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 XXIII TIME CLOCK

1. The Employer agrees that it shall maintain a time clock in the main building.
2. All employees in the bargaining unit shall properly record their time on the timecards.
3. An employee reporting for work shall punch his timecard at his scheduled reporting time, ready for work, wearing his uniform.
4. Payrolls shall be prepared from the timecards.
5. Material falsification of any timecard may result in discharge.

ARTICLE XXIV PERFORMING BARGAINING UNIT WORK

Other than the Director, Assistant Director and Uniformed Supervisor who may continue to perform bargaining unit work as in the past, the Employer agrees that bargaining unit work shall be performed by employees in the bargaining unit. Notwithstanding the above, the Union acknowledges the Employer's obligation to utilize officers of the Seabrook Police Department.

The intent of this Article is not to displace bargaining unit employees.

ARTICLE XXV SEPARABILITY AND SAVING 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 XXVI 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 the

Security Department required each day. The Employer shall give notice of any changes in scheduling, except where it may not be reasonable to do so.

1. All hours worked in excess of forty (40) hours per week shall be paid for at time and one half the employee's regular hourly rate of pay. Overtime shall be worked at the designation of the Employer. Reasonable notice of overtime shall be given. Overtime work opportunity, except as set forth in Article XVII, will be offered to employees by seniority on a rotating basis without regard to full-time or part-time status. A failure to work overtime upon request when not otherwise scheduled to work will be considered as time worked for purposes of rotation.
2. Sunday Work Premium - All employees shall receive time and one half for all work on Sundays.
3. Employees who work less than seven and one-half (7 1/2) hours per day shall receive one twenty minute rest break scheduled by the Employer. Employees who work seven and one-half (7 1/2) hours per day or more shall receive one twenty minute rest break scheduled by the Employer and one paid twenty minute meal period scheduled as close to the middle of the shift as possible. When no relief is available the employee shall take his/her rest breaks at his/her work station.

4. When an employee is requested by the Employer to undergo a physical examination during his working hours, or to be present at court or at any legal proceedings on behalf of and at the request of the Employer, then such time will be considered as time worked.

ARTICLE XXVII SENIORITY

1. Seniority is defined as the total continuous period of employment as an employee of the Employer within the bargaining unit. A departmental seniority list shall be maintained for security employees by the Employer. A copy of the seniority list shall be posted on the employee bulletin board. The Employer shall send a copy of the seniority list to the Union semi-annually. Changes as they occur shall be sent to the Union within a reasonable period of time following the change.
2. An employee's seniority date shall be his or her most recent date of hire within the department.
3. In cases of lay-off or recall of employees, seniority shall be the determining factor, provided that the employee is available for the specific hours and days involved. Such layoffs shall not be in violation of the Rules and Regulations of Greyhound Racing of the State of New Hampshire Pari-Mutuel

Commission. Employees with the least seniority shall be laid off first, and the most senior employee on layoff shall be recalled first.

4. A laid off employee shall have a right of recall in accordance with seniority for a period of layoff equal to his length of continuous employment up to one (1) year.
5. An employee shall lose his seniority in the event:
 - a. He quits the employ of the Employer.
 - b. He is discharged for just cause.
 - c. He is off the payroll for more than a period equal to his length of employment not to exceed one year.
 - d. He fails to return to work upon expiration of authorized leave of absence, except in extraordinary circumstances such as, but not limited to, hospitalization or incapacity.

ARTICLE XXVIII AVAILABILITY

Whenever additional shifts become available on a regular basis (e.g. through the

termination of an employee), those shifts will be posted under the provisions in Article XVII. Employees with a regular weekly schedule of less than forty (40) hours may bid for such additional shifts. The senior employee shall have preference for such additional shifts, provided the assignment of the additional shift does not result in a regular weekly schedule of more than forty (40) hours for the employee.

ARTICLE XXIX NOTIFICATION OF ABSENCE

1. Any employee, unable to report to work for any valid reason must notify the Employer by telephone at least three (3) hours prior to his reporting time on the day that he will be absent. If an employee has been absent for illness for a period of three (3) consecutive work days, upon his or her return the Employer may require the employee to provide a doctor's certificate that he is capable of performing the work on his job.
2. Habitual absenteeism or absences that are of a pattern may be cause for discipline.

ARTICLE XXX HOLIDAYS

For work performed on Martin Luther King's Birthday, Presidents' Day, Memorial Day, Labor Day and Columbus Day, a premium of ten dollars (\$10.00) shall be paid in addition to regular pay. Time and one half shall be paid for hours worked on July 4th, Thanksgiving, Christmas and New Year's Day.

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

See Appendix A, attached hereto.

ARTICLE XXXIII CPR CERTIFICATION

As a condition of employment employees currently certified in CPR and new hires in the discretion of the Employer will be required to maintain or obtain such certification. The Employer shall pay for the CPR training course and shall pay four hours of pay at straight time to the employee to attend the course.

**ARTICLE XXXIV
VACATION**

All full-time employees (defined as employees regularly scheduled to work 40 hours per week) shall receive five (5) days of vacation with pay after one full year of employment. For each additional full year of employment full-time employees shall receive an additional day of vacation with pay up to a maximum of five (5) additional days of paid vacation. Vacation shall be granted each year upon request, subject to a ten (10) day prior notice to the Employer with a minimum vacation of five (5) days at a time. In addition, all full-time employees shall receive one (1) week vacation without pay each year upon request, subject to a ten (10) day prior notice to the Employer. Any scheduling conflicts between employees requesting such leave shall be resolved by seniority standing. Vacation schedules are binding upon all employees two weeks after selection. All part-time employees are entitled to three (3) weeks of vacation without pay subject to the same notice and selection provisions as set forth above for full-time employees. Because of operational requirements only one employee at a time will be allowed to take vacation.

**ARTICLE XXXV
UNIFORMS**

If the Employer requires employees to wear uniforms or any special wearing apparel, it shall furnish same without cost to the employees. The Employer shall continue to make available foul weather gear for employees required to work in foul weather. Notwithstanding the above, employees shall wear black shoes and black belt at their own cost. Laundering of uniforms shall continue to be the responsibility of the employees.

**ARTICLE XXXVI
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 30 hours per week, provided such employees have worked a minimum of 720 hours 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 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. *Reginald Small*

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 XXXVII MISCELLANEOUS

1. The Company will pay \$40.00 every other year to compensate personnel for all costs for bi-annual security guard license. The \$40.00 includes the cost of the license and travel time to and from Concord, New Hampshire. In addition, the Company will pay \$10 each year for a pari-mutuel license for all security guards.
2. The Company agrees to deduct for the Local Union 401k 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 that are prohibited by applicable law.

ARTICLE XXXVIII 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.

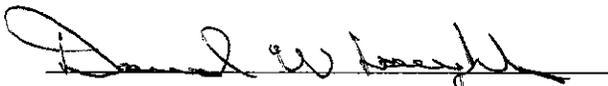
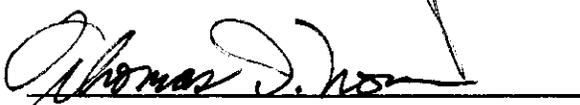
**ARTICLE XXXIX
DURATION OF AGREEMENT**

This agreement is to be effective as of October 1, 2006 and shall remain in full force and effect until 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 December 31st, either party notifies the other in writing of its desire that the agreement be terminated, renewed or modified.

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

TEAMSTERS 633 OF NEW HAMPSHIRE

YANKEE GREYHOUND RACING, INC.




APPENDIX A

MINIMUM RATES

Minimum hourly rates shall be as follows for the term of the contract:

Full-time and Part-time employees:

Hiring rate - \$9.50
6 month rate - \$9.75
1 year rate - \$10.00

The wage progressions set forth above shall remain in effect for the duration of the contract.

The following minimum increases shall apply to all full-time and part-time employees who have been paid at or above \$10.00 per hour for at least one year:

Effective October 1, 2006 - 35¢ per hour
Effective February 1, 2007 - 15¢ per hour
Effective December 1, 2007 - 35¢ per hour