

THIS AGREEMENT, made this 1st day of January, 1989, by and between NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, hereinafter referred to as the "Employer," and the SPORTS ARENA EMPLOYEES' UNION, LOCAL 137, affiliated with the Laborers International Union of North America AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH

ARTICLE 1  
Union Recognition

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent for all of the employees in the Pari-Mutuel and Admissions Department except the employees in the following classifications:

(a) Mutuel Department - Mutuel Manager (1), Assistant Mutuel Manager (1), Mutuel Manager's Secretary (1), Head Cashier (1), Auditor (1), Office Manager (1), and Quality Assurance Supervisor (1).

(b) Admissions Department - Director of Admissions (1), Assistant Director of Admissions (1), Director of Admissions' Secretaries (3), and Head Program Supervisor (1).

The aforementioned exclusions are herein known and designated as key managerial positions.

ARTICLE II  
Union Security and Agency Fees

1. The Union and the Employer agree that this contract shall contain the maximum union security clause permitted by law. In the event the State of New Jersey, by statute or otherwise, permits the Union and

Employer to agree upon a clause requiring employees to become members of the Union or to pay a representation fee as a condition of employment, such clause shall automatically and immediately be incorporated in this contract.

2. During each racing meet, the Employer shall deduct from the pay of unit employees who are not Union members the established representation fees. These fees will be turned over to the authorized agent of the Union by check weekly after the Employer has been informed by the Union which employees must pay the representation fee. Representation fee deductions shall be made beginning with the first paycheck on or after the employee's thirtieth day in the unit or on or after the employee's tenth day in the unit following his reentry into the unit from an excluded position with the Employer or from a reemployment list.

### ARTICLE III Hiring and Promotions

1. Employees shall be recalled as needed for each meeting on the basis of seniority, as defined and established in Article IV hereof. The Employer shall recall or hire first from among the employees on the seniority list. Any person on said lists who has seniority, as herein defined, may be rejected by the Employer only for just cause, and such determination shall be subject to the grievance and arbitration procedure herein set forth. In recalling or hiring prior to the commencement of the racing meeting, the Employer shall give notice to the Union of any employee who has seniority, as herein defined, but is rejected and the reasons for rejection.

2. During the course of the racing meeting, if additional employees are required, they shall be recalled or hired from the part-time or extra seniority list described in Article IV hereof. Employees on the part-time or extra list who have seniority standing with the Employer shall be called for extra assignment in order of seniority. In the event that all employees on regular-employees seniority list have been recalled, any vacancy in a regular position, which exists after the provisions of this Article have been followed, shall be filled from the part-time or extra seniority list. If there are insufficient regular assignments to give employment to those with regular employee seniority, those regular employees not given a regular assignment shall be placed at the top of the part-time or extra-employees seniority list and shall be called for work in accordance therewith.

3. There shall be no discrimination against any person with respect to referral for work or placement on the hiring lists because of Union membership or lack of Union membership.

4. All employees shall have the right to be placed in the job or position that they held during the last previous meeting, and shall remain in such job or position until they have bid off said job or lose same by the operation of the seniority provisions of this contract.

5. The Employer shall have the right to hire, rehire, discharge for just cause, lay off, transfer and promote all employees subject, however, to the terms, procedures and provisions of this contract.

6. Whenever a vacancy occurs in any position in any department, it shall be filled by the most senior qualified employee in that department, except, in the Admissions Department the Employer may appoint the Head

Cashier from anyone on the Regular or extra-seniority lists and the Assistant Head Cashier, the Head Gate Supervisor and two auditors from anyone on the regular seniority list without regard for seniority rank on such lists and in the Mutuel Department, the employer may appoint the Assistant Head Cashier, Division Head, the office staff, and the calculating room staff from regular employees who have at least 1986 seniority but without regard for seniority rank within those groups. Any layoffs of persons in the above classifications shall be in accordance with Article IV, Section 6.

All temporary vacancies, vacancies to which a permanent replacement has not as yet been assigned and all temporary or additional posts, windows, or assignments shall be offered to qualified regular employees according to seniority before such positions are filled by extra employees. It is the intention of the parties to offer all higher paying jobs, even if temporary, to regular employees and to utilize extra employees in the lowest paying classifications.

7. The Employer shall submit copies of the payroll of each department to the Union on a weekly basis and copies of the auditor's report on overages and shortages on a daily basis. In addition, the Employer shall continue to furnish such other records which it has in the past furnished to the Union.

8. Whenever a vacancy occurs in any position in the Pari-Mutuel Department or the Admissions Department, it shall be filled as follows:

A. Within 2 days after the vacancy occurs the Employer shall notify the Union of the vacancy and state the qualifications that are required to perform the position.

B. The Union shall submit to the Employer the name of the three (3) most senior employees who qualify and desire to fill the vacancy. Within 24 hours, the Employer shall notify the Union of the acceptance or rejection of any candidate for the vacancy.

C. Should the parties fail to agree on a candidate for the vacancy, the dispute shall be resolved pursuant to Article XVII of this Agreement.

D. All temporary vacancies or vacancies to which a permanent replacement has not as yet been assigned shall be offered to qualified regular employees according to seniority before such positions are filled by extra employees.

9. All permanent vacancies shall be posted for a period of six (6) days. Employees awarded a permanent vacancy shall serve a ten (10) day trial period during which time they may decide to return to their former position or management may determine that they are not qualified and return them to their former position. During such trial period, such employees may not move to a temporary assignment.

#### ARTICLE IV Seniority

1. The seniority referred to in this Agreement is departmental seniority only. Employees shall accrue seniority only in the department in which they are employed. Seniority shall be based upon the employee's year of hire by the Employer. Two separate seniority lists in each department shall be maintained - one for all regular employees and one for all part-time and extra employees. Employees who have not worked 85% of the racing days in the last calendar year shall be listed on the part-time or extra-employees seniority list for the next calendar year,

provided, however, that any regular employee who is absent more than 15% of the racing days in the calendar year due to bona fide illness or accident or who has been granted and official leave of absence by the Employer and Union in accordance with this Agreement, shall retain only the years and days of seniority service credits that he had accrued prior to his leave. Employees losing their status as regular employees shall be placed on the extra-employees seniority list, provided they have worked or reported for work at least 25% of the racing days in the last calendar year, unless such absence is due to illness, accident, justifiable cause or official leave of absence. Such employee shall, if he is assigned to regular employment and works in such regular assignment for at least 85% of the racing days in the last calendar year following his loss of regular employment seniority status, have his name placed on the bottom of the regular-employee seniority list.

2. In cases where employees have the same year of hire, the employee who worked the greatest number of days since the date of hire shall be placed higher on the list. In cases where the year of hire and the number of days worked since the year of hire are the same, employees shall be ranked by lot.

3. Seniority shall be lost in the following instances:

A. Voluntary quit.

B. Discharge for cause.

C. Failure to report for work within three (3) days after being notified by the Employer or the Union, in writing, to report for work. Written notice directed by either the Employer or the Union to the employee's last address on either the Employer's or Union's records shall constitute notice within the meaning of this provision.

D. Unexcused absence. All unexcused absences shall consist of any absence without justifiable cause.

E. Failure to work or be available to work at least 25% of the days in the last calendar year, unless such was an absence from work for a justifiable cause or as a result of an approved leave of absence. Availability to work shall be determined by the employee having signed in at the track prior to assignments having been made.

4. (a) The Seniority lists shall be established from the information obtained from records of the Employer and Union. The seniority lists shall be posted in each department. Anyone (including the Employer) having a question concerning his seniority standing, must present his complaint within thirty (30) days after the lists have been posted. Failure to object, by anyone whose name appears on the seniority lists, within the aforementioned period, will preclude the employee from raising any objection concerning his seniority standing.

(b) The seniority lists shall be kept current and constant by the Union. The Employer shall supply to the Union each week a list of all additions, deletions or changes of the employment records of employees covered by this Agreement.

5. All preferred assignments shall go to qualified employees in order of seniority. All extra-pay assignments shall go to qualified employees in order of seniority. Except in cases where there are no qualified employees available, no employee shall hold more than one extra-pay assignment at any one time.

6. In the event of layoffs or demotions due to layoffs, the employees with the least seniority shall be first to be laid off or demoted. In recalling after layoffs, employees with the most seniority

who are on layoff shall be first recalled and shall be assigned by the Employer to jobs that are open.

7. No layoff of regular employees shall become effective until at least two days have elapsed following notification to the Union of the Employer's desire to make such layoff.

8. If prior to the opening of any racing meetings, vacancies occur in any department, employees in other departments covered by this contract shall be given consideration for such vacancies if they qualified to perform the work. Employees may be transferred from one department to another only with the consent of the Employer and the Union. In the event of such a transfer, employees shall not carry any seniority already accrued to the new department, but shall be considered as a new employee for the purposes of seniority.

9. Extra employees with less than three (3) years seniority, shall be assigned at Management's discretion.

10. Each regular employee shall be permitted to work a five day week. Such election shall be made at the beginning of each calendar year and once made may not be changed for the balance of that year. The work days to be scheduled shall be at the discretion of the department manager. Employees who elect a five (5) day week shall nevertheless receive seniority credit for six (6) days in every week they have worked five (5) days (or in which they have taken paid sick leave or vacation) and the number of days required to maintain regular seniority shall be reduced by twelve (12) days. If only 4 days are worked, they shall receive 5 days of seniority credit. Any employee who acquires regular seniority in 1989 or thereafter may not elect a five day week for the first three (3) years on the regular list.



11. Regular employees are required to report for each racing program, unless excused in advance or absent due to illness. Extra and Provisional employees are required to report on Friday, Saturday, nights before holidays, holidays and major stake races and promotions unless excused in advance or absent due to illness.

12. Any employee on the 1989 regular seniority list who fails to maintain seniority status because of a lack of available work in 1989 shall be given credit for those days, in that year only, in which he reported for work but was not assigned. Such credit shall only be used for the purpose of maintaining existing seniority status.

13. When simulcasting wagering is conducted during any period when there is no live racing at the track, all bargaining unit positions shall be filled by seniority. Thirty (30) days prior to each such period of simulcasting wagering, employees shall indicate their availability to work simulcasting and their failure to do so shall disqualify them from working during that period. No seniority credit shall be given for such simulcasting days worked.

When simulcasting wagering is conducted both day and night, employees who have elected to work, shall select which program they desire to work and those selections shall be honored in order of seniority. Such employees shall not be permitted to work both simulcasting programs unless there are an insufficient number of employees available to fill the required positions.

Where simulcasting wagering is conducted on the same day as live racing, simulcasting positions shall be filled by seniority from those employees who elect to work simulcasting rather than live racing. No employee shall be permitted to work both simulcasting and live racing on

the same day except on Saturday and, with the mutual consent of the parties, such other days where there are insufficient employees to fill the needs of the Employer during any live racing program. However, in no event shall any employee work more than eight (8) racing programs, live or simulcast, during any work week. Full seniority credit shall be given for simulcasting programs on days in which live racing is also conducted, but in no case shall an employee acquire more than one day of seniority credit where more than one program is worked in a single day.

14. If there are insufficient volunteers to work simulcasting programs during periods when there is no live racing, employees with the most seniority on the then most current seniority list for regulars shall be required to fill such additional jobs to satisfy staffing needs. The Employer agrees to rotate mandatory work assignments in each subsequent year.

15. The Teletheatre Room and the Handicapper Room shall be treated separately for temporary job assignments."

#### ARTICLE V Reporting Time

1. The reporting time for Pari-Mutuel Tellers shall be 45 minutes before post time of the first daily race and all Tellers shall be at their windows 30 minutes before such post time. On Saturdays and days of special events, tellers shall be at their windows 40 minutes before post time. Admissions Department floor and turnstile employees shall report two and one quarter hours before post time of the first daily race. All other employees shall be required to report within a time period considered by the Employer to be reasonable and necessary for the timely performance of the employee's assigned duties. No employees represented by the Union shall be required to report for work earlier than the time

so fixed, except that those employees who receive extra pay for early reporting may be required to report at such early hours in accordance with the extra-duty compensation established therefor, provided there is compensation for the extra duty established and agreed to by the Employer and the Union.

2. Any employee reporting for work who begins to perform any duties of his job shall be entitled to one (1) day's pay at straight time rates. In case of cancellation of a racing program, employees who have not been notified at least three (3) hours before their regular reporting time of such cancellation shall, if they report, receive no less than one-half day's pay for so reporting. All Admissions Department employees, except inside employees, who are required to report more than two and one-half hours before the post time for the first daily race shall be paid an additional \$2.00 for the first 30 minutes or any part thereof. Notification of the cancellation of the racing program shall be made by the Employer by broadcasting such cancellation notice over the designated radio stations situated in New York City and Philadelphia, the names of which stations are to be agreed to by the Employer and the Union.

However, in the event that the cancellation is caused by an Act of God, weather conditions or other causes beyond the Employer's control and no notification is given to the employees in accordance with the above provision, those employees who have reported and have begun their work shall be paid a minimum of one-half day's pay. If four (4) or more races are worked prior to cancellation of the balance of the program, those employees who have reported and worked shall be paid a full day's pay. Those employees who have reported but have not begun their day's work

shall be paid the sum of Fifteen Dollars (\$15.00), to compensate them for expenses.

**ARTICLE VI**  
**Check-off**

During each racing meet, the Employer shall deduct from the pay of the employees represented by the Union, their established Union dues and turn them over to the authorized agent of the Union, by check weekly, after first having received a copy of the signed check-off authorization form in conformity with N.J.S.A. 52:14-15.9e; executed by the employees, from the Union. In addition to the deduction of daily working dues, the annual per capita dues of the Union shall be deducted during a single pay period each year, which pay period shall be designated by mutual agreement between the Union and the Employer and further, a lawful authorization form for such check-off shall be signed by the employee and delivered to the Employer.

The Employer also agrees to "deduct and transmit to the New Jersey State Laborers Political Action Committee (NJSLPAC) twenty cents (\$.20) for each day worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union. These transmittals shall occur weekly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

The Employer further agrees to deduct deposits to the Sports Arena Employees Local 137 Union Federal Credit Union upon presentation of a lawful written authorization signed by the employee. These transmittals shall also be made weekly to the Credit Union and shall be accompanied by

a list of employees from whom payroll deductions have been made and the amount deducted for each such employee.

**ARTICLE VII  
Wages and Wage Schedule**

1. The minimum wage rates to be paid under the terms of this Agreement shall be as set forth in the Schedule and Exhibit annexed hereto and made a part hereof.

2. Any omissions or new classification shall be subject to the terms, procedures and provisions of this Agreement.

3. The foregoing schedule of wages is hereby considered to the extent that all of the wage rates therein set forth, titled under the heading "Daily Wage Rates" are predicated on the work performance of the job under a daily nine-race thoroughbred program, and a daily ten-race standardbred program. In the event that additional races are added to the program, the sum of Six dollars (\$6.00) shall be paid for each additional race for employees in the Mutuel Department and Three Dollars (\$3.00) in the Admissions Department.

4. In the event that the content of any job, classification or title covered by this Agreement is changed either with respect to the duties performed therein or the responsibilities thereof, the matter of appropriate conditions and rates of pay therefore shall be negotiated with the Union and be subject to the grievance procedure of Article XVII, if no agreement is reached by the parties.

## Wage Schedule

### Mutuel Department:

|   |          |
|---|----------|
| Teller  | \$103.00 |
| Head Payroll Clerk                            | 113.00   |
| Asst. Payroll Clerk                           | 103.00   |
| Phones, Odds & Media                          | 113.00   |
| Over & Short Supervisor                       |          |
| Alpha Board                                   | 113.00   |
| Over & Short Auditor                          | 113.00   |
| Main Information                              | 113.00   |
| Asst. Main Information                        | 98.00    |
| Club House Information                        | 103.00   |
| Pegasus Information                           | 98.00    |
| BoardMan                                      | 103.00   |
| Supt. of Maintenance                          | 98.00    |
| Porter  | 83.00    |
| Head Min Dealer                               | 121.00   |
| Mini Dealer                                   | 113.00   |
| Mini Counter                                  | 105.00   |
| Division Head                                 | 110.00   |
| Payroll Check Cashing                         | +7.00    |
| *Check in Board                               | +3.00    |
| Daytime Division Head                         |          |
| During Simulcasting Only                      | +7.00    |
| Mini dealers for emptying tellerless machines | +2.00    |

### Admissions Department:

|                        |         |
|------------------------|---------|
| Head Cashier           | \$90.25 |
| Asst. Head Cashier     | 71.25   |
| Auditor                | 71.25   |
| Head Style Supervisor  | 76.25   |
| Gate Supervisor        | 69.25   |
| Floor Supervisor       | 69.25   |
| Asst. Floor Supervisor | 59.25   |
| Will Call              | 53.25   |
| Admission Seller       | 56.25   |
| Reserve Seat Seller    | 53.25   |
| Usher & Usherette      | 52.25   |
| Elevator Operator      | 54.25   |
| Black Light            | 52.25   |
| Program & Tip Sheet    |         |
| Seller                 | 53.25   |

\*These six employees currently performing this job on a regular basis shall be held accountable for the proper check-in (fitness of

employee to work) of employees in their respective Divisions. Should any of these six cease to perform this function, it shall be assigned to the appropriate Division Head who shall then receive the extra pay.

5. (a) Provisional employees are those who have passed the probationary period but do not have the required number of days each year to go on the Regular or Extra Employees Seniority Lists. Provisional employees may move to the Extra Employees Seniority List only if they work 25% of the racing days in the previous year. Provisional employees shall be assigned to work at the discretion of management.

(b) Mutuel Department Provisional employees hired prior to January 1, 1989, shall be paid a base wage of sixty (\$60.00) dollars per day and shall receive an increase of ten (\$10.00) dollars per day each year after they attain regular or extra seniority until they reach the rate of the job they are performing. Those hired on or after January 1, 1989, who attain regular or extra seniority shall receive the foregoing starting rate and annual increase up to but not in excess of 80% of the rate of the job they are performing.

(c) Admissions Department Provisional Employees shall be paid a base wage of forty (\$40.00) dollars per day and shall receive a three (\$3.00) dollar per day increase each year after they attain regular or extra seniority until they reach 90% of the rate of the job they are performing.

6. When authorized to "shape", new employees with prior New Jersey racetrack experience shall be paid the Regular employees contract rate of pay if put to work; if not authorized to "shape", they will be paid the Provisional Employees rate, if put to work.

8. Employees on the 1988 Regular Seniority list shall be paid the following bonuses, payable during the first week of each year:

|        |            |
|--------|------------|
| 1989 - | \$1,000.00 |
| 1990 - | 800.00     |
| 1991 - | 800.00     |

Employees on the 1988 Extra Seniority list shall be paid the following bonuses, payable during the first week of each year:

|        |          |
|--------|----------|
| 1989 - | \$300.00 |
| 1990 - | 250.00   |
| 1991 - | 250.00   |

Bonus payments to eligible employees who are not at work during the first week of each year shall be made during the first week in the year that said employees return to work.

ARTICLE VIII  
Death in Family

Any regular employee who suffers a death in his or her family, as hereinafter defined, shall be entitled to a leave of absence of four calendar days, commencing from the date of death, and shall be compensated for any base wages lost during that four day period. A member of the family is defined as spouse, child - natural, adopted, or foster, stepchild, sister, brother, parent, step-parent, or parent-in-law. A one day leave of absence with base wages compensation shall be granted to regular employees in the case of death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandparent and in addition to the one day paid leave, regular employees may also take up to two days of unpaid leave for which seniority credit shall be granted.



**ARTICLE IX**  
**Jury Duty**

In the event that any regular employee covered by this Agreement shall be called to jury duty while in the active employment of the Employer, the Employer shall pay said employee the difference between the employee's regular rate of pay and any compensation received for jury duty, for every day of work lost during the time of service on jury duty but for no more than two (2) calendar weeks.

**ARTICLE X**  
**Validity of Contract**

The parties hereto agree that should any article, part or paragraph, of this Agreement be declared by a Federal or State Court of competent and final jurisdictions in the premises, to be unlawful, invalid, ineffective or unenforceable, said article, part or paragraph shall not affect the validity and enforceability of any other article, part or paragraph hereof and the remainder of this Agreement shall continue in full force and effect.

**ARTICLE XI**  
**No Strike Agreement**

During the term of this Agreement the parties agree that neither the Union, or any of its agents, nor any employee represented by it, will engage in or support any strike, work stoppage, slowdown, or any job action.

**ARTICLE XII**  
**Management Rights**

Section 1. The Employer hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

(a) To the executive, management and administrative control of the Employer and its properties and facilities, and the activities of its employees;

(b) To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees;

(c) To suspend, demote, discharge or take other disciplinary action for just cause as set forth herein and providing same is not contrary to the provisions of this Agreement;

(d) To enforce reasonable rules and regulations governing the conduct and activities of employees in accordance with the terms of this Agreement.

Section 2. The exercise of the foregoing powers, rights, authority duties or responsibilities of the Employer, the adoption of rules and regulations and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in

conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE XIII  
Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees. The Employer and Union agree there shall not be any discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or union membership.

The Union also recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all employees in the unit without regard to membership or non-membership in the Union.

ARTICLE XIV  
Union Visitation

The Union representatives shall be permitted entry upon the Employer's premises where the Union's members are employed, during regular business hours and such entry shall not unreasonably interfere with the Employer's business. The Employer shall provide credentials and passes to the Union business representatives and other authorized representatives of the Union to facilitate such entry. Union representatives shall not seek to have an employee removed from the employee's job assignment, without advance approval by the Department Manager or the Assistant Department Manager.

ARTICLE XV  
Welfare Fund

The Employer agrees to pay over to the Sports Arena Employee's Welfare Fund for administration by the Board of Trustees, pursuant to an Agreement and Declaration of Trust dated November 20, 1951, a sum of money arrived at by multiplying the sum of Sixteen Dollars and Twenty-Five Cents (\$16.25) by the number of its employees employed by it in its Pari-Mutuel Department, for each and every day for each and every employee actually working in the Par-Mutuel Department. Such funds are to be used by the Trustees for the purpose of maintaining a welfare program for the employees employed in said Pari-Mutuel Department. The Employer, with the delivery to the Welfare Fund of the aforementioned sums of money by check weekly shall submit a copy of its Pari-Mutuel Department payrolls for the period covered by the payments submitted. Late payments shall be subject to interest charges, costs or liquidated damages, as determined by the Trustees of the Fund. The Employer agrees that payment for and on account of Admissions Department employees shall be in the same manner and form as for the Pari-Mutuel Department employees, except that the Admissions Department rate shall be 60% of the per employee rate set forth.

The employer agrees that effective January 1, 1990, it will pay an additional Two Dollars (\$2.00) and effective January 1, 1991, an additional Two Dollars (\$2.00) per day for each day worked multiplied by the number of employees covered by this Agreement which shall be allocated to either the Welfare Fund or Pension Fund, or divided between the Funds, which allocation or division shall be in the discretion of the

Union, except that no more than 50% of such increase shall be allocated to the Retirement Fund.

**ARTICLE XVI**  
**Pension Fund**

The Employer agrees to pay over to the Sports Arena Employees' Local No. 137 Retirement Fund for administration by the Board of Trustees, pursuant to an Agreement and Declaration of Trust dated January 10, 1962, a sum of money arrived at by multiplying the sum of Ten Dollars and Forty Cents (\$10.40) by the number of its employees employed by it in its Pari-Mutuel Department, for each and every day and for each and every employee actually working in the Pari-Mutuel Department. Such funds are to be used by the Trustees for the purpose of maintaining a pension program for the employees employed in said Pari-Mutuel Department. The Employer, with the delivery to the Retirement Fund of the aforementioned sum of money, by check weekly, shall submit a copy of its Pari-Mutuel Department payrolls for the period covered by the Payments submitted. Late payments shall be subject to interest charges, costs or liquidated damages, as determined by the Trustees of the Fund. The Employer agrees that payment for and on account of Admissions Department employees shall be in the same manner and form as for the Pari-Mutuel Department employees, except that the Admissions Department rate shall be 60% of the per employee rate set forth above.

ARTICLE XVII  
Settlement of Grievance

1. Should any grievance arise between the parties, involving, the meaning, application or interpretation of the Agreement or otherwise, the same shall be resolved as follows:

A. Any employee having a grievance shall present it in the first instance, in writing within three (3) working days of its occurrence to his Steward who shall refer the grievance to the Business Representatives of the Union. Grievances may be initiated by the Union or the Employer, if either so desires, within the same time period.

B. The Business Representative shall take up the grievance with the Department Manager. If a satisfactory settlement cannot be reached at the time of this meeting with the Department Manager, the Business Representative shall take up the unsettled grievance with the Director of Labor Relations who shall have the final authority to dispose of grievances and who shall, within five (5) days after presentation to him of the grievance submit an answer to the Union's representative. In the event that the Director of Labor Relations or Union fails to give his answer within the aforesaid five day period or if the Union or Employer is not satisfied with the answer that is given, the Union or Employer shall have the right to submit said grievance to arbitration in accordance with the following procedure:

(a) The Union or the Employer will, after the expiration of the five-day period or after the receipt of the Employer's answer, whichever is later, and within five (5) days thereof, give management notice of its desire to have the grievance submitted to impartial arbitration.

(b) The Union and the Employer shall attempt to agree upon the appointment of an impartial arbitrator. If the parties are unable to agree within five (5) days after the notification from the Union or employer of its desire to arbitrate, the parties shall request that the New Jersey State Board of Mediation appoint an arbitrator. The arbitration proceeding shall be conducted in accordance with the rules of the New Jersey State Board of Mediation.

(c) The arbitrator shall have the power to award back pay in cases of disciplines, discharge, lay-off or suspension. The back pay award may extend to the date when the discharge, lay-off or suspension took place. In addition, the arbitrator shall have the power to modify penalties assessed by the Employer in disciplinary discharges, lay-offs, or suspensions. The decision of the arbitrator shall be final and binding on the parties of this Agreement.

(d) Neither party shall be responsible for the expenses of witnesses called by the other party. The arbitrator's fees and expenses will be paid one-half by the Union and one-half by the Employer.

#### ARTICLE XVIII Illness and Injury

The Employer agrees to provide employees covered by this Agreement who have no other employment, benefits equal to those provided under the New Jersey Temporary Disability benefit law, and the same shall be continued during the terms of this Agreement.

**ARTICLE XIX**  
**Unemployment Insurance**

In the event that unemployment insurance is not provided by either the State of New Jersey or the Federal Government, the Employer agrees that it will provide unemployment benefits equal to that provided by the State of New Jersey to persons in private employment for employees who have no other employment.

**ARTICLE XX**  
**Notice of Discharge or Suspension**

The Shop Steward shall be notified of any disciplinary action to be taken and shall be given the opportunity to be present during meetings held with an employee against whom disciplinary action is proposed.

The Business Representative of the Union shall be notified, in writing, immediately, after a discharge or suspension takes place, which notice shall contain the name of the employee involved and the reason for such discharge or suspension. Employees discharged for just cause shall forfeit any unused vacation and/or sick leave.

**ARTICLE XXI**  
**Ticket Errors, Overages and Shortages**

1. **Mutuel Department.** The Employer agrees to have all employees notified as quickly as possible when their ticket or cash returns are in error, either short or over. A shortage record shall be posted before the start of the next day's program. Shortages shall be settled on a current basis. Overages shall be settled in accordance with past practice. Any remaining overages shall be applied by mutual agreement of



the parties for the benefit of the Employees, employed at Meadowland Racetrack. A receipt shall be given for all paid shortages.

2. Admissions Department: Employees shall be advised of overages and shortages daily. Shortages shall be offset against prior accumulated overages (except overages resulting from a turnstile failure) and net shortages shall be settled on a current basis. Within 90 days after the conclusion of a racing meeting any employee who has a net accumulated overage shall be paid the amount of said overage.

3. Those employees handling money or tickets shall be fully accountable to the Employer for any loss or shortage therein, except when such loss or shortage is caused by:

A. Force or threat of bodily harm;

B. Acceptance of counterfeit money which is not clearly detectible.

C. Theft - the burden of proving a loss as a result of theft is placed on the employee and such proof must be more than surmise or suspicion but must clearly establish that the employee's shortage is due to theft, and not his own negligence.

4. Tellers shall be entitled to single SR-17 (closing balance) at the end of each workday.

5. Upon the installation of a computer system, turnstile sellers will be given opening and closing readings. Turnstile sellers will not be charged for any shortage found after they have balanced out.

6. Shortage sheets shall be posted in a mutually agreed location.

**ARTICLE XXII**  
**Rules and Regulations**

The Employers shall have the right from time to time, to make such reasonable rules and regulations for the conduct of its business, not inconsistent with the provision hereof, as it may deem necessary and advisable, and all employees shall be obligated to comply with such rules and regulations. Before such rules and regulations become effective, they shall be in writing and a copy shall be given to the Business Representative of the Union and sufficient copies shall be posted throughout each department in order to apprise the employees of their obligations thereunder.

**ARTICLE XXIII**  
**Technological Improvements and Job Security**

1. Should new machines be introduced in the operations of the Mutuel Department, such machines shall be operated by employees covered by this Agreement.

2. If special training is required for the operation of any machines, the Employer will make such training available to its employees at the Employer's expense. Vacancies in new classifications created by the introduction of new machines shall be filled in accordance with the procedures set forth in Article III.

3. Should a technological displacement of employees occur by reason of technological improvements in the Mutuel Department, the Employer shall endeavor to relocate employees in new classifications on the basis of their seniority, ability, and qualifications, and will meet with the .

Union to negotiate mutually satisfactory rates of pay for new classifications created.

4. Should the Employer lease any property to a lessee for the purpose of conducting its racing meet, provision shall be made in said lease for the observance by the lessee of the terms of this Agreement.

5. All jobs in connection with any off track wagering system or telephone betting shall be covered by the collective bargaining agreement no matter where such jobs are located, provided that the foregoing provision is not illegal and further provided that employees assigned to any such jobs are able to perform them.

**ARTICLE XXIV**  
**Leaves of Absence, Vacation and Personal Leave**

1. No employee shall be granted a leave of absence without the prior written approval of the employer and the Union. At the end of such leave of absence such employee shall be re-employed in the same classification in which he was employed at the commencement of his leave, without loss of pay status and without impairment of his seniority rights, except as provided for in Section 2 of this Article. In the event that an employee exceeds the time specified in the leave of absence granted, the employee shall go to the bottom of the seniority list and shall be offered employment based on seniority as set forth in Article III of the Agreement.

2. No seniority shall accrue during the period of the employee's leave of absence; the employee shall retain only the years and days of seniority service credits accrued prior to the leave; except, seniority credit shall be given for time lost because of illness or injury (not including the first six days of any such illness or injury) if the

employee is eligible for and receives New Jersey Temporary Disability Benefits. However, if any of the first six days of such leave are taken as paid personal days, seniority credit shall be given for such days. The Employer and the Union may also attach other reasonable conditions to any leave of absence.

3. Military Leave - Any employee represented by this Union who heretofore or hereafter is or may be separated from his employment due to military service shall be reinstated in his prior position with the Employer, provided he applies for reinstatement within twelve (12) months of his honorable discharge from the military service or the first day of racing of the next racing season, whichever is later.

4. Paid Personal Leave and Vacation:

(a) All regular employees, who attained regular status prior to January 1, 1989, shall receive the following paid personal leave and vacation:

1989 and 1990 - 15 days paid vacation and 9 days paid personal leave;  
1991 - 15 days paid vacation and 10 days paid personal leave.

Regular employees must actually work a minimum of 50% of the scheduled racing days in the previous calendar year in order to be entitled to paid vacations, sick leave or holidays in the next following calendar year. However, any Regular employee who loses more than 50% of the racing days because of serious illness or injury shall be eligible for full vacation, personal days and holidays for only one calendar year and if in subsequent years such employee works less than 50% of the days because of illness or injury, he shall receive a prorated share of such benefits.

(b) Personal leave and vacation days must be taken in full in each calendar year and may not be accumulated. Seniority credit shall be

given for each day of paid personal leave or vacation provided the personal leave or vacation is taken when racing is being conducted.

(c) All employees entitled to vacation shall have the option of taking paid vacation days at anytime during the calendar year, including down time or snow days, with the Employer's prior approval.

(d) Unused personal leave shall be cashed out at the end of each calendar year and payment shall be made to the employees for such unused days in the last payroll of that calendar year.

(e) Personal leave must be utilized when calling off sick and prior to the application for disability benefits. Personal leave must be scheduled in advance.

(f) Paid vacation days for those employees who make regular seniority status in 1989 or thereafter shall be as follows:

1 year as a regular 5 days  
5 years as a regular 10 days  
10 years as a regular 15 days

Paid personal leave for employees who make regular status in 1989 or thereafter shall be as follows:

1 year as a regular 3 days  
5 years as a regular 8 days

#### ARTICLE XXV Complaint Reports and Disciplinary Records

1. Duplicate copies of all complaints filed at the Information Window and/or with the main office or Department Manager, or with any representative of the Employer shall be given within a reasonable time to the Business Agent of the union. If such signed complaint copies are not furnished in accordance with the provisions of this Article, the complaint will never be used against any employee represented by the

union. All complaints not proven shall be expunged from the employee's record.

2. No disciplinary record shall be used in any disciplinary proceeding if such record is more than two years old and the employee has not committed a similar offense in a period of two years from the date of such record.

3. Nothing shall be placed in an employees file unless it has been read to him in the presence of the Shop Steward. Either the employee or the Shop Steward shall be expected to initial such document to show that is has been read. Employees shall have the right to inspect their personnel file at reasonable times.

**ARTICLE XXVI  
Holiday Pay and Premium**

1. (a) The Employer shall pay all regular employees who perform work on the following holidays, one and one-half (1 1/2) times their daily rate of pay:

|                               |                      |
|-------------------------------|----------------------|
| New Year's Day                | Labor Day            |
| Martin Luther King's Birthday | Columbus Day         |
| Lincoln's Birthday            | General Election Day |
| Washington's Birthday         | Veteran's Day        |
| Good Friday                   | Thanksgiving         |
| Memorial Day                  | Christmas Eve        |
| July 4th                      | Christmas Day        |
| New Year's Eve                |                      |

In the event any of the foregoing holidays falls on Sunday, the holiday rate of pay shall be paid on the day preceding or following the holiday, whichever day is designated for the celebration of said holiday.

(b) Employees hired after January 1, 1989, and who thereafter attain Regular status, shall receive one and one half (1 1/2) times their daily rate of pay for work performed on the first five (5) holidays

listed above for their first year as a Regular, the first ten (10) holidays listed above during their second year as a Regular and all of the listed holidays during their third year as a Regular.

2. In addition to the foregoing, all regular employees shall receive a day's pay for Thanksgiving and Christmas and Christmas Eve.

3. In the event the Employer schedules two (2) live racing programs in one day, one program shall be paid at time and one-half provided the employee works both programs. Where two (2) live programs are scheduled on a holiday, employees working both programs shall be paid double time for the second program if both are worked. The Employer shall pay each employee who works a full double header a meal allowance of \$5.00

All employees on the Extra Seniority Roster who have five (5) or more years of extra seniority shall receive a day's pay for Christmas Eve.

#### ARTICLE XXVII Miscellaneous

##### Admissions Department:

1. Job Description shall be written for all jobs.
2. Work schedules shall be posted weekly and all changes shall be posted immediately.
3. Floor personnel shall not be required to perform office work.
4. Vacancies shall be posted, bids shall be received and jobs shall be awarded to the senior qualified employee who has submitted a bid.
5. Program and Tip Sheet Sellers must sell pencils when available.
6. All employees shall be assigned by seniority for special non-racing events and all of the terms and conditions of the

contract shall cover such employment.

7. No jackets will be required in hot areas in June, July or August.
8. Giveaways shall be limited to two (2) items.
9. Vacancies shall be posted after two (2) days:

Mutuel Department:

1. Mini-Dealers will only distribute money bags upon presentation of the teller's hard copy machine receipt and nameplate.
2. Mini-Dealers will be given preferred parking in a lot to be designated by management in its sole discretion.
3. Water will be provided in the teletheater.
4. Money room personnel will be allowed to wear white shirts and/or blouses which the employee must provide. Management will provide vests and ties.
5. Handicapper Room and Teletheater will be separate seniority units for bidding of temporary assignments.
6. Freehold simulcasting will be a temporary assignment and will be rebid each year prior to starting.
7. All complaints by employees about the working environment shall be processed through the Shop Steward
8. No medical certificate shall be required of an employee unless he has been absent for at least five (5) consecutive days.



**ARTICLE XXVIII**  
**Probationary Employees**

Newly hired employees shall serve a probationary period of 60 working days, during which period such employees shall not be entitled to the job protection provided by this Agreement and the Employer shall be free to discharge a probationary employee for any reason and such discharge shall not be subject to grievance and arbitration.

**ARTICLE XXIX**  
**Retirement**

Each employee who retires, either voluntarily or involuntarily, and who is eligible to receive benefits from the Retirement Fund shall be given a permanent pass entitling him and his spouse to free admission to the employer's track for the rest of his life.

**ARTICLE XXX**  
**Duration of Agreement**

This Agreement shall continue in full force and effect from the first day of January 1989 until December 31, 1991, or the end of the 1991 Thoroughbred Racing Meeting, whichever occurs first, and shall continue from year to year thereafter unless either party shall give the other party at least sixty (60) days notice prior to the expiration date of any continuation of the Agreement, of its desire to amend, change or terminate same.

For the Employer:

Robert E. [Signature]

John [Signature]

For the Union:

William T. [Signature]

[Signature] [Signature]

July 17, 1989