

COLLECTIVE BARGAINING AGREEMENT

*Contract no 1350*

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNIONS 825, 825A, 825B, 825C, 825D and 825R

DECEMBER 1, 1988 THRU NOVEMBER 30, 1991

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THIS AGREEMENT, made this 29<sup>th</sup> day of June 1990 by and between NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, a body politic and corporate of the State of New Jersey, with headquarters at East Rutherford, New Jersey, party of the first part, hereinafter designated as the "EMPLOYER", and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NOS. 825, 825A, 825B, 825C, 825D, and 825R with its principal place of business at U.S. Route 46 (East), Little Falls, NJ 07424, hereinafter referred to as the "Union", party of the second part.

WHEREAS, the parties hereto collectively bargained to promote and improve economic relations between the Employer and its employees and to set forth herein the Agreement covering rates of pay, hours of work and conditions of employment to be observed by the parties hereto.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter entered into for other good and valuable considerations, the parties hereto agree to the following:

ARTICLE 1.

UNION RECOGNITION

Section 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative for all Operating Engineers employed by the Employer in its Maintenance Department, excluding watchmen, guards, professional employees and supervisors, for the purpose of collective negotiations.

For purposes of this Agreement the term Operating Engineers shall include all employees employed in the Maintenance Department of the Employer who are engaged in the operation of the following described equipment:

Cranes, municipal-type sweepers and brooms, back hoes, dozers, graders, scrapers, loaders, ride-on rollers and floor scrubbers, large topsoil machines, power-driven post hole diggers, air compressors, water pumps in excess of 3 inches, generators of 5000 or more watts, non-hydraulic aerial lift bucket cranes over 45 feet in height and all hydraulic aerial lift bucket cranes, except when such equipment is used for electrical work, welding equipment as well as such other vehicles or equipment as may be designated and assigned from time-to-time by the Employer and who are also engaged in the maintenance and repair of:

All equipment described above as well as all tractors, trucks, passenger vehicles and such other vehicles and equipment as may be designated and assigned from time-to-time by the Employer.

ARTICLE 2.

CHECK-OFF

The Employer hereby agrees to deduct from the wages of employees by means of a check-off, those dues uniformly required by the Union pursuant to the provisions of N.J.S.A. 52:14-15.9e. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees all dues as may be deducted by law. Such deductions shall be made from the first salary paid to each employee during the month.

In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount due on account of such deductions. The total amount deducted shall be paid to the Local Union within ten (10) days after such deduction is made.

The Employer agrees to forward the full name and address of all new employees in the bargaining unit to the Union, within thirty (30) days of the date of employment. The Employer further agrees to notify the Union when unit employees are discharged, granted leaves of absence, absent due to illness or injury, on vacation or leave the employ of the Employer for any reason whatsoever, when submitting the dues deduction list to the Union office each month.

### ARTICLE 3.

#### HOURS OF WORK AND OVERTIME

Section 1. The work week shall be Monday through Sunday both inclusive and shall be comprised of eight (8) hour days.

Section 2. All hours worked in excess of eight (8) hours per day and forty (40) hours in a work week shall be considered overtime and be paid for at the rate of one and one-half (1½) times the employee's regular hourly rate. There shall be no pyramiding of overtime.

Section 3. The work week shall extend from Monday thru Sunday, inclusive of both days. When the Employer in its discretion determines that there is a need for an employee to work on a scheduled day off, the employee shall be required to perform such work, provided that reasonable notice is given to the affected employee. No employee shall be required to work more than eight (8) consecutive work days during a fourteen (14) day work period.

Section 4. Employees scheduled on eight and one-half (8½) hour shifts shall be entitled to not less than one-half (½) hour non-paid lunch time in accordance with posted schedules at such reasonable times as may be determined by the Employer.

Section 5. The Employer agrees that if an employee reports for work or is permitted to come to work, and is fit to work, without having been previously notified that there will be no work, the employee shall receive eight (8) hours' pay or eight (8) hours' work at his regular

hourly rate unless the lack of work is due to an Act of God, in which case the employee, who has reported to work but has not begun work, shall receive two (2) hours straight time wages.

Section 6. A regular employee shall receive credit toward weekly overtime entitlement for all hours paid but not worked (holiday, sick, jury, bereavement, vacation pay).

Section 7. Overtime shall be equally distributed among all employees by rotation according to seniority within a classification.

Section 8. Starting times shall be established or changed upon reasonable notice to the employees, timely notice to the Union and at the discretion of the Employer.

ARTICLE 4.

VACATIONS

Section 1. Vacation will be granted to all employees who have been in the service of the Employer in accordance with the following schedule:

- (a) Regular employees employed one (1) full year shall receive eighty (80) hours paid vacation.
- (b) Regular employees employed more than five (5) full years shall receive one hundred twenty (120) hours paid vacation.
- (c) Regular employees employed more than ten (10) full years shall receive one hundred sixty (160) hours paid vacation.
- (d) Regular employees, in order to qualify for vacation pay, must have worked at least one thousand and forty (1,040) working hours between anniversary dates of hire.
- (e) For purposes of this entire Agreement, a regular employee shall be defined as an employee who has not been employed for a specific period of time or work assignment.
- (f) For purposes of this entire Agreement, a temporary employee shall be defined as an employee who has been employed for a specific period of time or work assignment.
- (g) Upon the completion of one thousand and forty (1,040) working hours, a temporary employee will be entitled to the same paid vacation entitlement as a regular employee. Temporary

employees shall not be entitled to more than eighty (80) hours vacation pay in any one (1) anniversary year.

Section 2. The final right in determination of the vacation period of any employee is exclusively reserved to the Employer in order to insure continuous and maximum production. However, vacation will, so far as is possible and determined by the Employer, be granted at the time most desired by the employee. Vacation pay shall be paid prior to the employee's vacation period.

Vacation days may be taken in individual days provided they are approved in advance by the Employer. Individual vacation days shall be paid at straight time. Employees may defer one (1) week of earned vacation to the next following year but must use that deferred week in that next following year.

Section 3. Vacations will be computed on the employee's anniversary date of hire.

Section 4. After completing (1) year of employment, the Employer agrees that in the event a regular employee is laid off because of a lack of work before his vacation period, he shall be compensated for any accrued vacation time that may be due to him in accordance with the above schedule, based on one twelfth (1/12) for each month worked or part of each month worked. In the event that a laid-off regular employee is called back to work before the vacation period starts, at the time of vacation period, he will be granted the difference between his accrued vacation pay and whatever he had been paid at the time of the layoff.



## ARTICLE 5.

### HOLIDAYS

Section 1. The Employer agrees to allow to all regular employees in the bargaining unit thirteen (13) annual holidays with pay for eight (8) hours at the employee's regular hourly rate, although no work is performed on such days, provided the employees work their regular scheduled work day preceding and their regular scheduled work day following the holiday, unless they are absent because of an excused absence. The thirteen official holidays for a given year shall be determined by the Authority in each December of the preceding year.

Section 2. All employees who work on any of the thirteen (13) official holidays referred to above will be compensated for such work at two (2) times their normal straight time rate of pay which shall include the holiday pay.

Section 3. Employees who work their regular scheduled work day preceding and their regular scheduled day following a holiday, or report for their regular scheduled work day preceding and their regular scheduled work day following the holiday, but due to weather or conditions beyond the control of the Employer are not able to work, or are not put to work when they are fit to work, shall be paid straight time for the holiday.

Section 4. If a holiday falls within the vacation period of an employee, the employee shall receive pay at straight time for such

holiday or be given another day off at straight time pay at the option of the employee's option.

Section 5. Except as noted in Section 6 below, employees given reasonable notice to work on a holiday, who do not report for work, will not be entitled to receive payment for said holiday, unless their absence is due to a legitimate excuse.

Section 6. Employees who are regularly assigned to racing related duties who are scheduled to work on a holiday may elect not to work on such holiday provided the employee gives five (5) days advance notice to the Employer and the Union is able to provide a qualified individual to replace the employee who does not work said holiday. The foregoing notwithstanding, the Employer reserves the right to require an employee to work on a holiday which falls during a track changeover period or emergency situation such as a snowstorm.

No more than 20% of the employees covered by this Agreement will be given permission not to work on any given holiday.

Section 7. Upon the completion of one thousand forty (1,040) working hours, temporary employees shall be entitled to the same paid holiday entitlement as a regular employee.

Section 8. To be eligible for holiday pay, a temporary employee must work three (3) days of the preceding five (5) working days before the holiday or the working day before the holiday and the working day after the holiday, but in no event can an employee who is on the Employer's payroll the work week before and after the holiday receive holiday pay unless he works the working day before and the working day after the holiday.

ARTICLE 6.  
FORCE REDUCTION

Section 1. The Employer agrees that he will not engage any new employee in the bargaining unit unless all of the employees regularly employed on a full-time basis by the Employer are working at least forty (40) hours per week. This provision shall apply only if said employees are capable of performing the work assigned by the Employer.

Section 2. In case of a layoff, the shop steward and the employee shall be notified twenty-four (24) hours in advance.

ARTICLE 7.

SENIORITY

Section 1. The first ninety (90) days of employment for all new employees will be considered a probationary period and, if an employee proves unsatisfactory, he may be terminated at the discretion of the Employer during such period without appeal by the Union.

Section 2. All employees of the Employer shall, at the end of the ninety (90) day probationary period, be considered regular employees and their names shall be compiled on a list to be known as the "Operating Engineer's Seniority List." Such list shall be conspicuously displayed by the Employer for the information of the employees with additions and deletions from month to month as required.

Section 3. In determining which employees shall be laid off and which rehired, due regard shall be had for the experience and ability of the employees under consideration for layoff or rehire. When the factors of experience and ability shall be equal or comparable between or among employees, seniority shall prevail. When seniority prevails, the employee with the least time of employment with the Employer shall be laid off first and rehired last.

Section 4. Seniority shall cease for any of the following reasons:

- a. When an employee quits or resigns his position.
- b. When an employee is discharged for just cause.
- c. When an employee is laid off and fails to return to work

within five (5) days after receiving notice of recall by registered mail or telegram addressed to the last known address of the employee.

- d. When an employee is laid off for a period exceeding one (1) year.

Section 5. Notwithstanding the aforementioned provisions of this Article, temporary employees hired as replacements for regular employees who are on vacation, sick leave, jury duty or leave of absence or who have been hired for a specific work assignment shall not be added to the "Regular Master Seniority List", referred to in Section 2 above, except by mutual agreement between the Union and the Employer.

ARTICLE 8.

EMERGENCY TRANSFERS

Section 1. In the event an unforeseen emergency occurs, the Employer shall have the right to temporarily transfer employees from one job or operation to another. Employees may not refuse to assist or work on such temporary emergency-related assignments even though not part of their usual assignment, if the business of the Employer so requires. Such transfers shall be temporary and only for the purpose of correcting an existing emergency condition which requires immediate correction. Upon correction of the emergency condition, the employee shall be reassigned to normal work duties.

ARTICLE 9.

SAFETY AND HEALTH

Section 1. The Employer will maintain conditions on the job in accordance with the health and safety provisions of both the Department of Health and the Department of Labor and Industry of the State of New Jersey.

Section 2. Suitable facilities shall be provided by the Employer for the changing and hanging of the employees' clothing. The Employer further agrees to provide adequate washstands, toilets, heat, light and ventilation facilities in these areas.

Section 3. Equipment to protect the health and safety of employees shall, as far as is practical and reasonable, be at all times furnished by the Employer, including a "First Aid Cabinet" at a convenient location on the job.

Section 4. Uniforms It is understood that some employees shall be required to wear a designated uniform during working hours in the presence of the public. The Employer shall supply the said required uniform and the employee will be responsible for the safe-keeping of the uniform, reasonable wear and tear excepted. In the event any uniforms are lost or stolen, the employees will be responsible to replace the said uniform.

Section 5. The Employer shall provide a safe place to store the employee's tools and clothing while the employee is not working. The Employer shall be liable for the loss of employee tools and clothing through fire or theft occurring while the employee is not working. It is understood that all power tools shall be furnished by the Employer and the employee shall exercise reasonable care of same.

ARTICLE 10.

VISITATION

Section 1. Union representatives shall be allowed to visit the Employer's premises during working hours to confer with the representatives of the Employer and employees represented by the Union provided such visit does not interfere with normal operations of the Employer.

Section 2. The Employer agrees to make available to the representatives of the Union, for good cause shown and at a reasonable time, the time cards or pay checks of any employee governed by this Agreement. The Employer agrees to furnish to his employees each week at the time of the payment of the wages earned: a payroll envelope setting forth the name of the employee; dues deducted; the number of hours worked on straight time; the rate per hour; the total of same; the number of hours worked overtime; the rate per hour and the total of same; and the entire amount of the wages earned, all of which shall be enclosed in the payroll envelope.



ARTICLE 11.

WAGES

All employees covered by the terms of this Agreement shall receive the rates of wages set forth in the following Wage Schedule:

Section 1.

<u>Classification</u>	<u>Hourly Rate</u> <u>12/1/88</u>	<u>Hourly Rate</u> <u>12/1/89</u>
Mechanic/Operator	\$16.85	\$16.85
Sub-Foreman	\$17.69	\$17.69
Lead Engineer	\$20.22	\$20.22

The above Sub-Foreman rate reflects a rate five percent (5%) higher than the above Mechanic/Operator rates.

The above Lead Engineer rate reflects a rate twenty percent (20%) higher than the above Mechanic/Operator rates.

Section 2. When the current Lead Engineer, Daniel Murphy leaves the employ of the Authority, his replacement shall receive a pay rate equal to the prevailing Foreman rate in all other maintenance bargaining units, which is eight percent (8%) higher than the prevailing journeyman rate in each unit.

Section 3. Effective December 1, 1990, all Mechanic/Operator employees shall be entitled to a seventy-five cents (75¢) per hour increase in addition to the increases reflected in Article 17 of this Agreement. Prior to December 1, 1990, the Union will advise the Authority where this increase is to be allocated, wages or fringes. If the entire seventy-five cents (75¢) is to be added to the wage rate, the Sub-Foreman's increase will be seventy-nine cents (79¢) and the Lead Mechanic's increase will be ninety cents (90¢).

ARTICLE 12.

PRODUCTION EFFICIENCY

The employees covered by the terms of this Agreement agree that they will perform their duties for the Employer loyally, efficiently and continuously under the terms of this Agreement. The Union and the employees covered by the terms of this Agreement will use their best efforts to protect the interest of the Employer, to conserve its property, and to give service of the highest productive quality.

ARTICLE 13.

DISCHARGES

Section 1. No regular employee shall be discharged except for just cause. The Union has the right to challenge the discharge and, if so, may submit the matter as a grievance in accordance with the provisions of this Agreement, including arbitration as hereinafter set forth.

Section 2. Any disciplinary document in an employee's file older than two (2) years shall not be used as an occurrence to trigger the progressive disciplinary procedures set forth in the departmental work rules and standards.

Section 3. If an employee is discharged, he shall be paid within seventy-two (72) hours, and, if compelled to wait for his wages, shall be paid at regular time for such waiting time. If an employee quits of his own accord, the Employer may require him to wait until the next payday for his wages.

ARTICLE 14.

SHOP STEWARD

Section 1. The Union may appoint one of the accredited members to act as shop steward. It shall be his duty to receive complaints and dispose of them in the manner provided under the Grievance Procedure. The shop steward shall be appointed by the Business Manager and removed by him for cause. It is the intention of the parties hereto that the shop steward will, to the best of his ability, comply with the terms, provisions and intention of this Agreement and, to that end, will cooperate with the Employer to the fullest extent. It is understood and agreed, however, that the shop steward shall have no authority of any kind except that provided for under this Agreement. It is also agreed that in the event of a lay-off of employees, the shop steward will be the last man to be laid-off, regardless of seniority rating, and shall be subject to all other provisions of this Agreement.

Section 2. The shop steward shall be a working member of the work force and shall not necessarily be entitled to work whenever one or more of the members of the bargaining unit are assigned to work.

Section 3. The Shop Steward, Lead Engineer and Sub-Foreman shall not be discriminated against because of their performance of their duties.

ARTICLE 15.

GRIEVANCE PROCEDURE

For the purposes of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement, the parties adopt the following procedures which shall be kept as informal as may be appropriate. A grievance may be raised by an employee, group of employees or by the Union on behalf of an employee(s).

This grievance procedure shall cover issues of application or interpretation of this Agreement, and, is meant to provide a means by which employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them, providing, however, that only grievances pertaining to the application or interpretations or violations of the expressed terms of this Agreement shall be arbitrable under provisions of Step 4 of this Article.

Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to move the grievance to any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.

The following constitutes the procedure for settlement of a grievance and shall be followed in its entirety unless waived by the parties.

A. STEP ONE

An employee with a grievance shall within five (5) calendar days of the occurrence of the event being grieved

present the same, in writing, to his immediate supervisor. After full disclosure of the facts surrounding the event being grieved, the immediate supervisor must make every reasonable effort to reach a satisfactory settlement with the grievant. The immediate supervisor shall render a decision within three (3) calendar days of his receipt of the grievance.

B. STEP TWO

In the event the grievance is not resolved at Step One, the employee shall reduce the grievance and decisions respectively to writing and file same with the grievant's department head within ten (10) calendar days. The Department Head shall thereupon render his decision, in writing, within five (5) calendar days of his receipt of the matter and all respects related thereto.

C. STEP THREE

In the event the grievance is not resolved at Step Two, the matter and all reports shall be submitted to the Director of Labor Relations of the Employer within ten (10) calendar days. The Director of Labor Relations of the Employer shall respond within seven (7) calendar days. In the absence of the Director, the grievance shall be presented to the person in charge of the Labor Relations Office for determination. The Director or person in charge of the office in the absence of the Director, shall respond to the grievance within seven (7) calendar days of his receipt of the matter.

D. STEP FOUR

1. If the grievance is not settled through the preceding

steps, either party may refer the matter to the New Jersey State Board of Mediation within fourteen (14) calendar days after the receipt of determination of the Step Three proceeding. The arbitrator shall be selected in accordance with the rules of the said Board and the expense of the arbitrator shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses; testimony or evidence for his presentation.

2. The arbitrator or arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. He or they shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the arbitrator shall be final and binding and in cases involving an employee discharge, the arbitrator shall render a decision within ten (10) days of the final arbitration hearing date.
3. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance procedure. A failure to respond at any step within the provided time limits shall be deemed a denial.

ARTICLE 16.

MILITARY SERVICE

Section 1. Any employee entering military service in any branch of the United States Government must be rehired by the Employer and shall resume seniority when honorably discharged from such service. He shall be paid his vacation pay for the contract year provided the employee returns to his former job within sixty (60) days after discharge.



ARTICLE 17.

BENEFIT PLANS

Section 1. Effective December 1, 1988, but no sooner than an employee's thirty-first (31st) day of employment, the Employer shall contribute one dollar twenty-two cents (\$1.22) for each hour worked up to a maximum of forty (40) hours worked per week, for each employee covered by this Agreement, to the Welfare Fund of Operating Engineers Local 825 and its Branches 825A, 825B, 825C, 825D and 825R.

Effective December 1, 1989, but no sooner than an employee's thirty-first (31st) day of employment, the Employer shall contribute one dollar forty-seven cents (\$1.47) for each hour worked up to a maximum of forty (40) hours worked per week, for each employee covered by this Agreement, to the Welfare Fund of Operating Engineers Local 825 and its Branches 825A, 825B, 825C, 825D and 825R.

Effective December 1, 1990, but no sooner than an employee's thirty-first (31st) day of employment, the Employer shall contribute one dollar seventy-two cents (\$1.72) for each hour worked up to a maximum of forty (40) hours worked per week, for each employee covered by this Agreement, to the Welfare Fund of Operating Engineers Local 825 and its Branches 825A, 825B, 825C, 825D and 825R.

Section 2. Effective December 1, 1988, but no sooner than an employee's thirty-first (31st) day of employment, the Employer shall contribute one dollar one cents (\$1.01) for each hour worked up to a maximum of forty (40) hours worked per week, for each employee covered by this Agreement, to the Pension Fund of Operating Engineers Local 825 and its Branches 825A, 825B, 825C, 825D, and 825R.

Effective December 1, 1989, but no sooner than an employee's thirty-first (31st) day of employment, the Employer shall

contribute one dollar five cents (\$1.05) for each hour worked up to a maximum of forty (40) hours worked per week, for each employee covered by this Agreement, to the Pension Fund of Operating Engineers Local 825 and its Branches 825A, 825B, 825C, 825D and 825R.

Effective December 1, 1990, but no sooner than an employee's thirty-first (31st) day of employment, the Employer shall contribute one dollar ten cents (\$1.10) for each hour worked up to a maximum of forty (40) hours worked per week, for each employee covered by this Agreement to the Pension Fund of Operating Engineers Local 825 and its Branches 825A, 825B, 825C, 825D and 825R.

Section 3. Effective December 1, 1988, but no sooner than an employee's thirty-first (31st) day of employment, the Employer shall contribute one dollar seventy-five cents (\$1.75) for each straight time hour and two dollars sixty-two and a half cents (\$2.625) for each time and a half hour and three dollars fifty-cents (\$3.50) for each double time hour actually worked for each employee covered by this Agreement, to the Annuity Fund of Operating Engineers, Local 825 and its Branches 825A, 825B, 825C, 825D and 825R.

Effective December 1, 1989, but no sooner than an employee's thirty-first (31st) day of employment, the Employer shall contribute two dollars fifty cents (\$2.50) for each straight time hour and three dollars seventy-five cents (\$3.75) for each time and a half hour and five dollars (\$5.00) for each double time hour actually worked for each employee covered by this Agreement, to the Annuity Fund of Operating Engineers, Local 825 and its Branches 825A, 825B, 825C, 825D and 825R.

ARTICLE 18.

MISCELLANEOUS WORKING CONDITIONS

Section 1. The Employer shall protect the employees with Worker's Compensation Insurance, New Jersey State Temporary Disability, Unemployment Insurance and Social Security contributions as required by Federal and State Law.

The Employer agrees to provide employees covered by this Agreement benefits equal to those provided under the New Jersey Temporary Disability Benefit Law, and the same shall be continued during the term of this Agreement.

Section 2. The Employer agrees that, if an employee is injured on the job, he will be transported to and from the doctor or hospital by the Employer on the day of accident only and, if the doctor recommends that the employee is unable to complete the day, he shall be paid for the normal work day.

Section 3. The Employer shall provide a location for the employees to park their car at no charge.

Section 4. The Employer agrees that all regular employees who complete one (1) full year of continuous employment, and who suffer the loss by death of father, mother, mother-in-law, father-in-law, spouse, children, brother or sister, shall be granted up to three (3) days off with pay, provided said days are scheduled work days and provided the employee attends the funeral of the deceased.

Section 5. All regular employees, after passing their probationary period, who are called to State or Federal jury duty for any day during their regular scheduled work week, shall receive the difference between the jury duty fee and their regular hourly rate for eight (8) hours. This payment shall be limited to ten (10) working days in any one contract year.

Section 6. Regular employees are entitled to three (3) sick days with pay during each full year of service. Unused sick days must be "cashed-out" annually during the November of the year during which they were earned. Upon the completion of one thousand forty (1,040) working hours, a new regular employee will be entitled to this sick day allowance.

Section 7. If a holiday shall fall on a regular payday during the work week, then the employees shall receive their pay on the day before the holiday.

Section 8. The Employer shall allow the Union to provide a bulletin board to be placed on the Employer's premises by the Union for posting of all notices pertaining to Union matters provided the place of the bulletin board and the actual notices are approved by the Employer.

Section 9. All consultations regarding grievances shall take place on the Employer's time provided they are held on the Employer's premises, unless mutually agreed otherwise. The Union committee for this purpose shall not exceed three (3) members.

Section 10. For purposes of this Agreement, a regular employee is an employee who has completed his probationary period of employment and who has not been hired for a specified period of time.

ARTICLE 19.

CERTIFICATES OF IDENTIFICATION

In the event an employee is issued a Certificate of Identification or license and loses same, the employee will bear the cost of a replacement.

In the event of termination of employment for any reason, the employee will not receive payment for final services rendered until all Identification Certificates or Licenses issued by the New Jersey State Racing Commission or the Employer have been returned to the Employer by the employee.

The Employer is to pay the cost of any annual Certificate of Identification or license which may be required for an employee in accordance with racing regulations established by the New Jersey State Racing Commission.

ARTICLE 20.

SUBCONTRACTING

The Employer agrees to discuss with the Union, in advance, any decision to subcontract bargaining unit work that (1) is based solely on fiscal considerations, and (2) will result in layoffs or job displacement of bargaining unit members. The Employer further agrees that it will not subcontract in bad faith for the sole purpose of laying off employees or substituting private workers for workers covered by this Agreement. The parties agree that this provision will be administered in accord with applicable law (currently reflected in P.E.R.C. No. 90-63), as the same may be supplemented or amended, and that any disputes involving the interpretation or application of this provision will be submitted to PERC for a Scope Determination in light of applicable law prior to being submitted to arbitration, or, in lieu thereof, the parties reserve the right to apply to P.E.R.C. for an unfair practice determination.

ARTICLE 21.

LEAVE OF ABSENCE

Section 1. All applications for leave of absence will be submitted, in writing, to the Employer and the Union. Employees may be entitled to leave of absence without pay for a period not exceeding six (6) months for urgent personal affairs and for up to nine (9) months for health and medical reasons verified by a doctor's certificate. Employees on an approved leave of absence shall continue to accumulate seniority for a period not to exceed nine (9) months. Any employee absent on such leave who engages in other employment, or who fails to report to work on the expiration of his or her leave, shall be considered as having quit. The parties may agree to grant an employee on leave, as aforesaid, a further extension of time by mutual consent between the Employer and the Union and verified by a doctor's certificate, if appropriate.

Section 2. The Employer shall not unreasonably deny an employee's application for a leave of absence pursuant to this Article.

ARTICLE 22.

NO STRIKE AGREEMENT

Section 1. During the term of this Agreement or immediate extension thereof, the parties agree that neither the Union, nor any of its agents, nor any employees represented by it, will engage in or support any strike, work stoppage, slow down, or any job action and there shall be no lockout by the Employer.



ARTICLE 23.

NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees. The Employer and the 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 discrimination.

ARTICLE 24.

MANAGEMENT RIGHTS

Section 1. Except as specifically provided by this Agreement, the Authority hereby retains and reserves unto itself, without limitation, 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 limitation the generality of the foregoing, the following rights:

- (a) To the executive, management and administrative control of the Authority 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. It is understood that the Union shall have the right to refer qualified job applicants to the Employer.
- (c) To suspend, demote and 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 Authority, the adoption of rules and regulations and furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only of 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 25.

RULES AND REGULATIONS

The Employer shall have the right, from time to time, to make such reasonable rules and regulations promulgated, in writing, and distributed to the Union and to the employees, for the conduct of its business, not inconsistent with the provisions hereof, as it may deem necessary and advisable, and all employees shall be obligated to comply with such rules and regulations.

ARTICLE 26.

VALIDITY OF CONTRACT

Section 1. 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 jurisdiction 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 27.

JURISDICTIONAL QUESTIONS

Section 1. The Employer shall attempt to resolve any work jurisdictional disputes which may arise by meeting jointly with two (2) officials of each party in dispute. In the event a mutually satisfactory solution cannot be reached between the parties in dispute, at such meeting the Employer shall make the work assignment.

ARTICLE 28.

DURATION OF AGREEMENT

THIS AGREEMENT shall become effective on the Date of Execution hereof, and shall continue in full force and effect until its expiration date on the 30th day of November, 1991.

THIS AGREEMENT shall be automatically renewed from year to year thereafter unless either party gives notice, in writing, to the other at least sixty (60) days prior to the expiration date of this Agreement, or the expiration date of any renewal, of its intention to change, modify or terminate this Agreement. Where such notice is given, then the parties shall endeavor during said sixty (60) day period, or for a longer period of time, at the option of the Union to negotiate for a new Agreement.

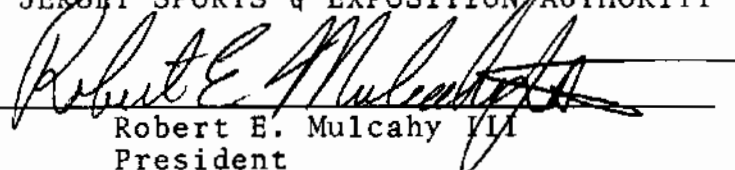
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

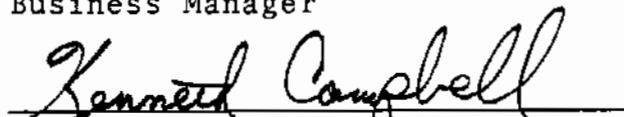
INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL 825,  
825A, 825B, 825C, 825D, 825R


NEW JERSEY SPORTS & EXPOSITION AUTHORITY

BY

  
Patrick E. Campbell  
Business Manager

  
Robert E. Mulcahy III  
President  
and  
Chief Executive Officer

  
Kenneth Campbell  
President

  
J. Raymond Polgar, Recording  
Corresponding Secretary