

024  
29 10

THIS AGREEMENT made this 1st day of August, 1980, by and between  
New Jersey Sports & Exposition Authority located at East Rutherford, New Jersey,  
party of the first part, hereinafter designated as the "EMPLOYER", and LOCAL 734,  
L.I.U. of N.A., AFL-CIO, <sup>(Arena and Stadium employees)</sup> with its principal place of business at 6-7 Village  
Square East, Botany Village, Clifton, New Jersey, hereinafter referred to as the  
"UNION" party of the second part.

LIBRARY  
Institute of Management  
Labor Relations

AUG 17 1981

RUTGERS UNIVERSITY

WITNESSETH:

WHEREAS, the parties hereto collectively bargained to promote and  
improve industrial and economic relations between the Employer and the 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

The Employer hereby recognizes and acknowledges that the Union is the exclusive collective bargaining representative for all employees employed by the Employer in the Admissions Department at all present and future facilities operated by the Employer, in the State of New Jersey, excluding those facilities where pari-mutual wagering is conducted. Included among the employees represented by the Union are Head Section Ushers, Ushers, Head Gate Ticket Takers, Ticket Takers, Ticket Sellers in Charge, Ticket Sellers, Elevator Operators and Courtesy, Uniform Room/Ticket Auditing Personnel and other employees providing admission type services to patrons, excluding watchmen, guards, professional employees; level supervisors, Chief Ushers, Non-Uniformed box office reconcilers and box office Coordinators.

ARTICLE 2.

UNION SECURITY

The Employer agrees it will give effect to the following form of Union Security.

Section 1 (a). All present employees who are members of the Local Union on the effective date of this Agreement can remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union will pay a Representation Fee as set forth hereafter.

Section 1 (b). It is agreed that at time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty (30) days thereafter or pay to the Local Union a Representation Fee.

ARTICLE 2 A.

CHECK OFF OF UNION FEES AND REPRESENTATION FEE

Section 1 (a). The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15 9E. The Employer after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the first (1st) salary paid to each employee during the month or for each event worked.

Section 1 (b). 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 of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within ten (10) calendar days after such deduction is made

Section 2 (a). If an employee does not become a member of the Union during any membership year (from August 1, to July 31, ), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

Section 2 (b). Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty five (85%) per cent of that amount.

In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at eighty five (85%) per cent of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

Section 2 (c). Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year.

The Employer will deduct from the salaries of such employees, in accordance with Section 3. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

Section 3. The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first (1st) paycheck paid:

- (a) ten (10) days after receipt of the aforesaid list by the Employer; or
- (b) thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position, and continued in the employ of the Employer in a nonbargaining unit position or was on layoff, in which event the deductions will begin with the first (1st) paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

Section 4. If an employee who is required to pay a representation fee terminates his or her employment with the Employer before the Union has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

Section 5. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

Section 6 (a). The Union will notify the Employer in writing of any changes in the list provided for in paragraph 1 above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

Section 6 (b). The Union shall hold the Employer harmless for any damages, costs or Judgements which arise from implementation of the Article.

Section 7. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the Union, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include (alphabetically) names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

Section 8. Local 734, L.I.U. of N.A., AFL-CIO shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5. 5(c) and 5.6, and membership in Local 734, L.I.U. of N.A., AFL-CIO shall be available to all employees in the unit on an equal basis at all times. In the event Local 734, L.I.U. of N.A., AFL - CIO fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE 3.

CHECK-OFF

Section 1. The Employer hereby agrees to deduct from the wages of employees by means of check-off such amounts as dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15.9e. The Employer, after receipt of written authorization from each individual member employee, agrees to deduct from the salaries of said employees such amounts including monthly dues, as may be deducted by law. Such deductions shall be made from the first salary paid to each employee during the month or each event worked.

Section 2. In making the deductions and transmittals as above specified, the Employer shall reply 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.

Section 3. 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 4.

HOURS OF WORK AND OVERTIME

Section 1. The work week shall be Monday through Sunday, both inclusive.

Section 2. All hours worked in excess of eight (8) hours in a day, or forty (40) hours in a work week, shall be paid for at the rate of one and one-half ( $1\frac{1}{2}$ ) times the employees basic hourly rate.

Section 3. Employees scheduled to work a six (6) hour or more shift, at the stadium shall be entitled to a fifteen (15) minute paid break at appropriate times scheduled by Management. Such fifteen (15) minute break is included in employees scheduled shift.

Section 3 (a). The Employer agrees to continue the present practice of paid breaks when events exceed six (6) hours, at the stadium.

Section 4. The Employer agrees that at the stadium 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 six (6) hours' pay or six (6) hour's work at his regular hourly rate unless the lack of work is due to an Act of God. Timely and sufficient notification of lack of work caused by an Act of God shall be deemed transmitted if the Employer communicates with the employee by telephone personally at least two (2) hours prior to the scheduled reporting time, or leaves a message with the recipient of the phone call at the latest number given the Employer. It is also agreed that the Chief Steward



or his alternate if the Chief Steward is not available will be called in prior to the call being made to assist and verify the Authority's efforts to notify the employees.

Section 5. It is agreed that should the Employer schedule two (2) separate and distinct events on the same day, such as a day football game and a night football game, employees shall be entitled to two (2) six (6) hour shifts and pay. This provision shall not cover a multiple event which is included in the price of one (1) admission.

ARTICLE 5.

FORCE REDUCTION

The Employer agrees that he will not engage any new employees in the bargaining unit unless all of the employees on the classification seniority lists have been given the opportunity to work the event. This provision shall apply if said employees are capable of performing the work desired.

## ARTICLE 6.

### SENIORITY

Section 1. All employees on the Employer's payroll as of December 31, of each year, who have worked ninety per cent (90%) of the events for which they were scheduled during the calendar year shall be placed on the Classification Seniority List each January 1st provided the employee worked at least fifty per cent (50%) of all events scheduled during the calendar year.

Section 2. In order to remain on the Seniority List, an employee must have worked ninety per cent (90%) of all events for which the employee was scheduled to work during the year proceeding each January 1st. Failure to meet this obligation shall result in the employee being dropped from the Classification Seniority Lists.

Section 3. In determining which Employees shall be scheduled, seniority in the classification shall be the primary factor. The employees with the most time of employment in their classification shall be scheduled for work in their classification before another employee with less time in the classification. When employees are not scheduled to work in their classification because of lack of openings, the Employer shall assign such employees to work as Ushers before scheduling non seniority employees. In cases of emergency, the employer may assign such employees without regard to seniority.

Section 4. The Employer agrees to post a Classification Seniority List by January 31st of each year listing the names and hiring dates of those that

qualified during the previous calendar year. This list shall be conspicuously displayed in the work area for the information of the employees.

Section 5. Seniority shall cease under the following conditions:

- a. When an employee quits or resigns his position.
- b. When an employee is discharged for just cause.
- c. When an employee has a third (3rd) unexcused lateness in a contract year, in such a case employment shall terminate.
- d. When an employee has a second (2nd) unexcused absence in a contract year, in such a case employment shall terminate.

Section 6. Employees on a classification Seniority List in the Admissions Department shall have the right to apply in writing for a permanent transfer to the Arena. When such new openings or vacancies are available, permanent employees will be given first opportunity on the basis of seniority, provided they possess the necessary skill, ability and qualification to perform the job. Employees selected for permanent transfer shall be given a trial period the length of which shall be determined by mutual agreement between the Employer and the Union and upon successful completion of the trial period the employee will be placed on the Arena Classification Seniority List as of the start of the trial period. Employees, who do not fulfill the job duties satisfactorily during the trial period shall be transferred back to their former positions on the Stadium Classification Seniority List. The Employers decision on the employees qualifications during the trial period shall not be subject to the Arbitration provision of this Agreement.

ARTICLE 7.

TRANSFERS

Section 1. The Employer shall have the right to transfer employees from one job classification or operation to another. Employees may not unjustifiably refuse to assist or work on temporary assignments, even though not part of their usual work or assignment, as the business of the Employer requires.

Section 2. If an employee is transferred from a lower rated job to a higher rated job, the employee so transferred shall receive the higher rate for the entire shift.

## ARTICLE 8.

### SAFETY AND HEALTH

Section 1. The Employer shall maintain conditions on the job in accordance with the health and safety provisions of both the Department of Health and the Department of labor 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. Precautions to secure the health and safety of employees shall as far as is practical, be at all times furnished by the Employer including a "First Aid Cabinet" at a convenient location on the job.

Section 4. The Employer agrees to supply at the Employer's own expense all necessary equipment which may be required by the Employer exclusive of normal wearing apparel.

Section 5. Uniforms: It is understood that the employees shall be required to wear a designated uniform during all hours working 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 during events, and during non event periods for uniform parts consigned to an employee, reasonable wear and tear excepted. If in the event any uniforms are lost or stolen the employee will be responsible to replace the said uniform.

ARTICLE 9.

VISITATION

Section 1. The Union Representatives shall be allowed to visit the location during working hours, to confer with the representatives of the Employer and employees represented by the Union. Such visit shall not interfere with normal operations.

Section 2. The Employer agrees to make available to the representatives of the Union, upon reasonable 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 stub setting forth the name of the employee, 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, which are enclosed in such payroll envelope.

ARTICLE 10.

WAGES

Section 1a. Effective August 1, 1980, the Wage Scale shall be:

BASIC RATE	\$4.75
------------	--------

In addition to the Basic Rate, employees scheduled to work in the following classifications shall receive the following premium:

TICKET SELLER	\$7.00 Premium per event
TICKET TAKER	\$5.00 " " "
EMPLOYEE CHECK IN GATE	\$5.00 " " "
HEAD SECTION USHER	\$10.00 " " "
TICKET SELLER IN CHARGE	\$15.00 " " "
HEAD GATE TICKET TAKER	\$15.00 " " "

Section 1b. Head Section Usher assigned to more than nine (9) sections in the stadium, shall be entitled to an additional premium of five dollars (\$5.00) per event for each additional nine (9) sections, or part of.

Section 2. The premium rates established in Section 1 above shall be paid to an employee only once per day notwithstanding the fact that there are multiple events on that day except that, if a separate customer ticket is required for each event, then, in such event, the premium rate shall be paid for each such event. Thus, if one ticket entitles a customer to attend multiple events, the employee shall receive the aforesaid premium rate once for all multiple events. If, however, a separate ticket is required for each event, the aforesaid premium will be paid to the employee for each event.



Section 3. Effective August 1, 1981, the basic rate of all employees .

covered by the terms of the Agreement shall be increased by thirty five cents (35¢) per hour.

Section 4. Effective August 1, 1982, the basic rate of all employees covered under the terms of this agreement shall be increased by thirty five cents (35¢) per hour.

ARTICLE II.

PRODUCTION EFFICIENCY

The Union and the employees covered by the terms of this Agreement, agree that they will perform their respective duties in the Company 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 endeavors to protect the interest of the Employer, to conserve its property and to give service of the highest productive quality.

ARTICLE 12.

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 proceed as a grievance in accordance with the provisions of this Agreement, including arbitration as hereinafter set forth.

Section 2. The Employer agrees to notify the Chief Steward or the Classification Steward, if the Chief Steward is not working, of the discharge or suspension of any employee on the seniority list at the end of the event or at the start of the next event when the discharge or suspension occurs between events.

ARTICLE 13.

SHOP STEWARD

Section 1. The Union may appoint one of their accredited members to act as Chief Steward. It shall be his duty to receive complaints and dispose of them in the manner provided under Grievance Procedure and Arbitration. It is the intention of the parties hereto that the Chief Steward will, to the best of his ability, attempt to carry out the terms, provisions and intentions of this Agreement and to that end, will cooperate with the management to the fullest extent. It is understood and agreed however, that the Chief Steward shall have no authority of any kind save that given under this Agreement. It is also agreed that in event of a lay off the Chief Steward will be the last man to be laid off, regardless of seniority rating, and shall be subject to all other provisions of this Contract.

Section 2. The Chief Steward shall not be discriminated against because of his faithful performance of duties as such.

ARTICLE 14.

GRIEVANCE PROCEDURE

Section 1. 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 grievance and shall be followed in its entirety unless waived by the parties.

Section 2.

A. STEP ONE: An employee with a grievance must file the grievance, in writing, within twenty-four (24) hours of the start of the next event after the date on which the act, which is the subject of the grievance occurred or twenty-four (24) hours

of the start of the next event after the date on which the grievant should reasonably have known of its occurrence. The grievance shall be presented to the employee's 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 in writing 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 grievance shall be submitted to 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.

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 Personnel of the employer within ten (10) calendar days. The Director of Personnel of the employer shall respond in writing within seven (7) calendar days. In the absence of the Director, the grievance shall be presented to the person in charge of the Personnel Office for determination.

D. STEP FOUR: If the grievance is not settled through the preceding steps, the parties may mutually agree within five (5) days to select an arbitrator or 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 proceedings. The arbitrator shall be selected in accordance with the rules of the said Association.

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.

Section 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 and the other party may proceed to the next step.

ARTICLE 15.

MILITARY SERVICE

Any employee entering military service in any branch of the United States Government must be offered reemployment by the Employer and shall resume seniority when honorably discharged from such service.



ARTICLE 16.

MISCELLANEOUS WORKING CONDITIONS

Section 1. The Employer shall protect the employees with Workmen's Compensation Insurance and Social Security as required by Federal and State Law.

Section 2. The Employer agrees that during the life of this Agreement if he moves his operation, this Agreement shall remain in full force and effect.

Section 3. The Employer agrees that should an employee be injured on the job, he will be transported to and from the doctor or hospital by the Employer on the day of accident and if the doctor recommends that the employee is unable to complete the day, he shall be paid for the normal work day.

Section 4. The Employer shall provide a location for the employees to park their car at no charge.

Section 5. The Employer agrees to permit the Union to provide a Bulletin Board to be placed on the Employer's premises for the posting of all notices pertaining to Union matters and approved by the Employer.

Section 6. All consultations regarding grievances, arbitration and interpretation of this contract 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 7. Effective September 1, 1980, Employees will be excused from working an event upon at least five (5) calendar days notice to the Employer.

Section 8. Employees handling money or tickets in the Admissions

Department 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 tickets which are difficult to detect by a skilled and competent individual.
- C. Acceptance of counterfeit money which is not clearly detectible.
- D. Theft - The burden of proving a loss as a result of theft is placed on the employee and such proof must be more than a surmise or suspicion but must clearly establish that the employee's shortage is due to theft, and not his own negligence.
- E. In the case of A or B above, the employee is required to immediately report and advise the Employer of any such occurrence.

Employees will be advised of any overages and/or shortages at the time of check out. The disposition of overages of any kind or nature must be agreed to mutually between the Employer and the Union.

ARTICLE 17.

SUB - CONTRACTING

The Employer shall not contract or agree to contract, or otherwise assign to any other firm, person or Company, work which can be performed by employees covered by this agreement during the term of this agreement, unless the sub-contractor agrees to abide by the terms and conditions of this Agreement.

ARTICLE 18.

LEAVES OF ABSENCE

All applications for leave of absence will be submitted in writing to the Employer and the Union. Employees shall be entitled to leaves 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 the approved leave of absence. Any employee absent on such leave who engages in other employment or who fails to report for 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.

ARTICLE 19.

NO STRIKE AGREEMENT

During the terms of this Agreement the parties agree that neither the Union, nor 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 20.

NON-DISCRIMINATION

The provision 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.

Notwithstanding any other provisions in this agreement, the Union recognizes the employer's obligation to comply with the public laws of 1975, Chapter 127.

ARTICLE 21.

MANAGEMENT RIGHTS

Section 1. The Employer 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 limiting and 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 positions and assignments, and to promote and transfer employees, and direct and control its working force and personnel, to determine the number of employees it deems essential to fill the various jobs, posts, assignments, tours and positions required to efficiently and economically maintain its operations and services.

(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 determine, promulgate and endorse reasonable rules and regulations governing the conduct and activities of employees in accordance with the terms of this Agreement.

(e) The Employer shall continue at all times to be the sole judge as to the work which may be required to be performed, and as to whether the work is or is not satisfactory and should be continued.

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 22.

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 23.

VALIDITY OF CONTRACT

The parties hereto agree that should any article, part of 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 effect 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. The parties hereto recognize that during the term of this Agreement the Employer will commence operations at its Meadowlands Arena, presently under construction, and in order to operate the facility successfully, it may be necessary to modify the terms and working conditions of this Agreement. Such modifications as are agreed to mutually by the parties shall become amendments to this Agreement.

ARTICLE 24.

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 31st day of July, 1983. The 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 period, 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, negotiate for a new agreement.

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

COMMITTEE

NEW JERSEY SPORTS & EXPOSITION  
AUTHORITY

BY: Chief Executive Officer

LOCAL 734, L.I.U. of N.A., AFL-CIO

BY: President and Business Manager