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COLLECTIVE BARGAINING AGREEMENT
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
AND
GUARDS AND SECURITY LOCAL 1412, AFL-CIO
FEBRUARY 1, 1989 THRU JANUARY 31, 1992

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THIS AGREEMENT made this 20th day of July 1989 by and between NEW JERSEY SPORTS AND EXPOSITION AUTHORITY located at East Rutherford, New Jersey, party of the first part, hereinafter designated as the "EMPLOYER" and GUARDS AND SECURITY LOCAL UNION 1412, AFL-CIO, with its principal place of business at 307 Milburn Avenue, Lyndhurst, New Jersey 07071, hereinafter referred to as the "UNION", party of the second part.

WITNESSETH:

WHEREAS, the parties hereto collectively negotiated 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 of the employees employed by the Employer in its Security Departments in the State of New Jersey, (excluding Monmouth County) exclusive of the supervisors of the rank of Lieutenant and above, Detectives, Office, Clerical, Management and Confidential employees, for the purpose of collective negotiations.

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 the 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 2A.

CHECK- OFF OF UNION FEES & 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, initiation fees and Laborers Political League contributions. 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 of 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%) percent 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%) percent 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 non-bargaining 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 judgments which may 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 1412, 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 1412, 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 1412, 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.

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 work shifts for all regular employees employed by the Employer on or before October 11, 1983. The Employer shall have the right to schedule work shift of less than eight (8) hours duration for any employee employed by the Employer after October 11, 1983.

Section 2. For all employees, 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. Work schedules, excepted as noted below, shall be arranged to provide employees with two (2) consecutive days off within an eight (8) consecutive calendar day period. However, when the Employer in its discretion, determines that there is a need for an employee to work on either or both of his scheduled days off, the employee shall be required to work the days required by the Employer provided that reasonable notice is given to the affected employee.

Employees assigned to racing operation posts shall not, in any case, receive less than two (2) regular days off within an eight (8) consecutive calendar day period. Seniority shall prevail in the determination of all days off.

Section 4. Regular employees, shall be entitled to not less than one-half (½) hour, paid lunch time in accordance with posted

schedules. Where reasonable and practicable, as determined by the Employer, lunch time shall be scheduled during the middle two (2) hours of a shift.

Section 5. The Employer agrees that if an employee reports for work or is permitted to come to work, and it fit to work, without having been previously notified that there will be no work, the employee shall receive pay at his regular straight time hourly rate, depending upon the employee's work schedule for such date 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 four (4) hours straight time wages.

Section 6. Overtime shall be equally distributed among all qualified regular employees by rotation according to seniority within each employee unit.

Section 7. A regular employee shall receive credit toward weekly overtime entitlement for all hours paid but not worked (holiday, sick, jury, bereavement, vacation pay).

Notwithstanding the aforementioned, an employee who takes a paid vacation day on a paid holiday shall receive sixteen (16) hours straight time pay for that day and the vacation day shall not count toward overtime entitlement. An employee may not take a paid sick day on a paid holiday or vacation day.

ARTICLE 4.

VACATIONS

Section 1. Vacation entitlement will be on a calendar year basis and will be granted to all regular employees who have been in the service of the Employer in accordance with the following schedule:

- a) Employees hired before July 1st of any year will be entitled to forty (40) hours paid vacation during their year of hire.
- b) Employees hired between July 1st and December 31st, of any year will not be entitled to any paid vacation during their year of hire.
- c) Effective January 1, 1984. during an employee's second through fourth calendar year of employment, an employee will be entitled to eighty (80) hours paid vacation annually.
- d) Effective January 1, 1984. during an employee's fifth and all subsequent calendar years of employment, an employee will be entitled to one hundred twenty (120) hours of paid vacation annually.
- e) Effective February 1, 1987. during an employee's tenth (10) and all subsequent years of employment, an employee will be entitled to one hundred thirty-six (136) hours of paid vacation annually.
- f) Effective February 1, 1988. during, an employee's tenth (10) and all subsequent years of employment, an employee will be entitled to one hundred sixty (160) hours of paid vacation annually.

g) Notwithstanding the provisions outlined in Sections c) through f) above, an employee must work a minimum of 1040 hours in a calendar year in order to be entitled to a paid vacation in that same calendar year. The Employer may use its discretion in granting paid vacation time to long service employees prior to their having completed the 1040 hour requirement.

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 be determined by the Employer, and be granted at the time most desired by the employee. Upon written request by the employee, vacation pay shall be paid prior to the employee's approved vacation period.

Section 3. Employees must take earned vacation time off in order to receive vacation pay. There shall be no accrual of unused vacation time. Employees shall have the right to take vacation time in individual days, on a scheduled work day only, provided the Employer receives seven (7) days advance notice and the time requested does not interfere with the efficient operation of the Employer's business.

Section 4. After completing one (1) year of employment, the Employer agrees that in the event an employee is laid off because of 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 or part of each month worked. In the event that a laid off employee is called

back to work before the vacation period starts, at the time of the vacation period, he will be granted the difference between his accrued vacation pay and whatever he had been paid at the time of layoff.

Section 5. Vacation schedules shall be arranged in accordance with work unit seniority lists or date of hire whichever is applicable.

ARTICLE 5.

HOLIDAYS & SICK LEAVE

Section 1. The Employer agrees to allow all regular employees thirteen (13) holidays with applicable pay, 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 (13) official holidays for a given year shall be determined by the Employer in the December of the preceding year.

Section 2. All employees who work on any official holiday will be compensated for such work at two (2) times their normal straight time hourly rate of pay which shall include holiday pay and shall not exceed this specified amount.

Section 3. Regular employees who work their regular scheduled work day preceding and their regular scheduled day following a holiday, or report on 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 a regular employee who is on vacation, such employee shall receive pay for same as herein provided.

Section 5. Regular employees given reasonable notice to work on a holiday and who do not report for work, will not be entitled to

receive payment for said holiday, unless absent because of an excused absence.

Section 6. Effective February 1, 1987, regular employees shall be entitled to five (5) sick/personal days with pay at the employee's regular hourly rate each calendar year. Sick/personal days shall not be accumulated. Any sick/personal days earned but unused at the end of a calendar year may be cashed out within 30 days at the pay rate prevailing on the November 30th of the year during which such days were earned.

ARTICLE 6.

FORCE REDUCTION

Section 1. The Employer agrees that he will not engage any new regular employee, in the bargaining unit unless all current regular employees are working at least forty (40) hours or five (5) work shifts during a work 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 by the Employer a minimum of twenty-four (24) hours in advance. If feasible, the Employer shall provide notice of a layoff five (5) days in advance.

ARTICLE 7.

SENIORITY

Section 1. The first thirty (30) work 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, hired before January 1, 1987, shall be considered regular employees and their names shall be listed on Security Guards Grade I 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 regular Grade I 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 regular Grade I employees, seniority shall prevail. When seniority prevails, the Grade I employee with the least time of employment with the Employer shall be laid off first and rehired last. All Grade II employees shall be laid off before the provisions of this Section of the Agreement are implemented.

Section 4. Seniority for any Grade I employee 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. All temporary vacancies shall be offered to qualified regular Grade I employees according to seniority before such positions are filled by Grade II or III employees.

Section 6. Full seniority shall apply only to regular Grade I employees hired prior to January 1, 1987.

Section 7. Grade II employees shall not have seniority rights in matters related to the distribution of overtime. If overtime is refused by all eligible Grade I employees, it shall be offered to Grade II employees, by rotation, in accordance with their date of hire and within the respective employee unit. They shall not have any seniority rights in matters related to lay off and recall, choice of job assignment and job bidding.

ARTICLE 8.

EMERGENCY WORK ASSIGNMENTS

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 the correction of the condition, the employee shall be reassigned to normal duties.

ARTICLE 9.

HIRING AND VACANCIES

Section 1. Whenever new jobs are created either on a permanent or temporary basis, the Employer shall first seek the assistance of the Union to provide such qualified applicants as the Employer may require before other individuals are hired.

Section 2. The Employer agrees to prepare job descriptions, which are subject to change at the discretion of the Employer, and to make same available to the Union.

Section 3. Whenever a vacancy occurs, the Employer shall, within a reasonable period of time, notify the Union of the vacancy; state the qualifications required to fill the vacancy and post the vacancy to the Union. The Employer shall then appoint the most qualified senior employee to fill the vacancy whenever possible. The above posting should include the shift and the actual post which is available to be worked. If no regular seniority employee applies for the vacancy, it shall be the prerogative of the Employer, in order to maintain operational productivity, to fill the vacancy by assigning it from among those employees hired after January 1, 1987.

ARTICLE 10.

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 employee's 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 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, 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 equipment and clothing while the employee is not working. The Employer shall be liable for the loss of employee equipment and clothing through fire or theft occurring while the employee is not working.

Section 6. An employee leaving the employ of the Employer must return all uniforms and equipment assigned to the employee. Employees will not receive final pay until this requirement is fulfilled.

Section 7. Cost of training, retraining or requalification in any skill required and authorized by the Employer shall be paid for by the Employer.

ARTICLE 11.

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 at a reasonable time, the time cards or paychecks 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 Employer; 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; 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 12.

WAGES

Section 1. Grade I employees covered by the terms of this Agreement shall receive the rates of wages as set forth in the following Wage Schedule:

<u>Classification</u>	Hourly Rate Effective <u>2/1/89</u>	Hourly Rate Effective <u>2/2/90</u>	Hourly Rate Effective <u>2/1/91</u>
Guard (Grade I)	\$9.80	\$10.20	\$10.55
EMT (Grade I)	\$9.80	\$10.20	\$10.55
Sergeant (Grade I)	\$10.58	\$11.02	\$11.39

Section 2. Grade II and Grade III employees covered by the terms of this Agreement shall receive the rates of wages as set forth in the following Wage Schedule:

<u>Classification</u>	Hourly Rate Effective <u>2/1/89</u>	Hourly Rate Effective <u>2/1/90</u>	Hourly Rate Effective <u>2/1/91</u>
Guard (Grade II)	\$8.70	\$9.20	\$9.65
EMT (Grade III)	\$8.70	\$9.20	\$9.65

The above Sergeant rate reflects a rate that is eight (8%) higher than the above Guard rate.

Section 3. Definitions For purposes of this entire Agreement and this specific Article:

A. Grade I employees shall be defined as those regular uniform and non-uniform employees employed by the Employer prior to January 1, 1987, and those full and part-time EMT employees employed by the Employer prior to January 1, 1987.

B. Grade II employees shall be defined as those regular uniformed employees employed by the Employer on or after January 1, 1987.

C. Grade III employees shall be those full or part-time EMT employees employed by the Employer on or after January 1, 1987.

D. Regular employees shall be defined as those employees normally scheduled to work a minimum of forty (40) hours or five (5) racing operation post shifts during eight (8) consecutive calendar days.

E. Part-time employees shall be defined as those employees normally scheduled to work less than regular employees as defined in Section D above.

ARTICLE 13.

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 14.

DISCHARGES. SUSPENSIONS & DEMOTIONS

Section 1. No regular employee shall be discharged, suspended or demoted except for just cause. The Union has the right to challenge a discharge, suspension or demotion 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. 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 15.

SHOP STEWARD

Section 1. The Union may appoint one of their accredited members to act as shop steward and no more than four (4) of their accredited members to act as assistant shop stewards. It shall be their sole duty to receive complaints concerning alleged violations of this Agreement; and established work rules or past practices and dispose of them in the manner provided under the Grievance Procedure. The shop steward shall be appointed by the Business Manager. It is the intention of the parties hereto that the shop steward and assistant shop stewards will, to the best of their 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 and assistant shop stewards shall have no authority of any kind except that provided for under this Agreement. It is also agreed that the shop steward will be the last man to be laid off and the first to be recalled, regardless of seniority rating, and shall be subject to all other provisions of this Agreement.

Section 2. The shop steward and assistant shop stewards shall not be discriminated against because of their performance of their duties.

ARTICLE 16.

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).

Section 2. 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 grievance 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. Under normal circumstances, no disciplinary action will be implemented before completion of Step One noted in Section 4. below.

Section 3. 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.

Section 4. 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 investigation 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.

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 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 5. 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 to any step within the provided time limits shall be deemed a denial.

ARTICLE 17.

MILITARY SERVICE

Any regular employee entering military service in any branch of the United States Government must be offered reemployment by the Employer and, if reemployed, shall resume seniority when honorably discharged from such service. Such employee shall be paid vacation pay for the calendar year provided the employee returns to such former job within sixty (60) days after discharge.

ARTICLE 18.

BENEFIT PLANS

Section 1. Effective February 1, 1989. the Employer shall contribute to the Laborers' International Pension Fund fifty-two (52) cents per hour for each hour worked (not paid) up to a maximum of forty (40) hours worked per week for each regular employee covered by this Agreement.

Effective February 1, 1990. the Employer shall contribute to the Laborers' International Pension Fund fifty-eight (58) cents per hour for each hour worked (not paid) up to maximum of forty (40) hours worked per week for each regular employee covered by this Agreement.

Effective February 1, 1991. the Employer shall contribute to the Laborers' International Pension Fund sixty-four (64) cents per hour for each hour worked (not paid) up to a maximum of forty (40) hours worked per week for each regular employee covered by this Agreement.

Section 2. Effective February 1, 1988. the Employer shall contribute to the Local 1412 Welfare Fund one dollar and seventy-eight (\$1.78) cents per hour for each hour paid on a maximum of two thousand eighty (2080) hours paid per year for each regular employee covered by this Agreement.

Effective February 1, 1989. if a regular full-time employee is unable to work because of a disability or illness, the Employer shall continue to make contributions to the Welfare Fund on behalf of such employee for a maximum four (4) weeks (on the basis of a maximum of forty (40) hours per week) from the date the employee was unable to work. The aforementioned shall apply only if the Union makes a similar contribution on behalf of such employee and only while the Union is contracting for Welfare coverage through Local 734.

Section 3. The same rates of contribution to the Pension and Welfare Funds, noted in Sections 1 and 2 above, shall be made by the Employer for each regular employee assigned to a work-shift which requires a work week of less than forty (40) hours. When such employees work their entire required weekly work schedule, they shall be credited with forty (40) hours work for the purpose of determining the amount of weekly Pension and Welfare Fund contributions to be made on their behalf. When such employees work less than their required weekly work schedule, their weekly Pension and Welfare Fund contributions shall be based on the number of hours actually worked.

Section 4. Effective to February 1, 1989, the Employer shall contribute to a Personal Fund for each regular full time employee hired prior to April 3, 1989, fifty (50) cents per hour for each hour actually worked by each such employee to such Fund.

All monies contributed to this Fund shall be disbursed to each eligible employee in December 1989, and on an annual December basis thereafter.

All employees who are eligible to participate in the Personal Fund and who terminate their employment with the Employer for reasons other than cause, shall be paid all monies accrued to their individual account at the time of their termination of employment.

Any employee hired on or after April 3, 1989, shall not participate in the Personal Fund.

ARTICLE 19.

MISCELLANEOUS WORKING CONDITIONS

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

The Employer agrees to provide all employees covered by this Agreement who work the minimum number of hours required by law with 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 any employee is injured on the job, he will be transported to and from the doctor or hospital only on the day of the injury by the Employer 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 cars at no charge.

Section 4. Effective upon the execution date of this Agreement, the Employer agrees that all regular employees who complete their probationary period, and who suffer the loss by death of father, mother, spouse, children, brother, sister, grandparent, parent-in-law, shall be granted up to three (3) consecutive working days off with pay, provided said days are scheduled work days and provided the employee attends the funeral of the deceased. Regular employees who suffer the loss by death of a son-in-law, daughter-in-law, brother-in-law, or sister-in-law shall be granted one (1) day off with pay provided such day is a scheduled work day and is used to attend 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 regularly scheduled work week, shall receive the difference between the daily jury fee and their regular hourly rate for eight (8) hours. This payment shall be limited to ten (10) working days in one calendar year.

Section 6. At the sole discretion of the employee, a Grade II employee may be promoted to Grade I, without regard to date of hire and without appeal by the Union.

Section 7. The Employer shall allow the Union to provide four (4) bulletin boards 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 and the actual notices are approved by the Employer. Such approval shall not be unreasonably withheld.

Section 8. 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 9. When any employee covered by the Agreement attends municipal court, county court or must appear as a witness before any other judicial body as a result of the performance of his duties at the New Jersey Sports Complex, he shall be paid a minimum of four (4) hours for the time spent in court at his regular hourly rate of pay,

including overtime, when applicable. If any employee covered by the Agreement is sued as a result of an act committed within the alleged scope of the performance of his duties, the Employer will consider assuming the liabilities of the employee, to the extent permitted under the New Jersey Tort Claims Act.

Section 10. All duly elected Union officials shall be granted a maximum of four (4) hours off with pay, at straight time, if such official is scheduled to work at the time of a regular scheduled Union meeting.

ARTICLE 20.

CERTIFICATES OF IDENTIFICATION

Section 1. In the event of termination of employment for any reason, the employee will not receive payment for final service 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.

Section 2. 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 the racing regulations established by the New Jersey State Racing Commission, provided they are obtained by the employee within the time limit set by the New Jersey State Racing Commission.

Section 3. If an employee is assigned to a work shift which does not permit the employee to obtain or renew a New Jersey State Racing Commission license because said office is not open during the hours of the employee's shift, such employee shall be required to obtain the license or renewal during non-scheduled working hours and shall be paid a maximum of two (2) hours pay at straight time for this purpose.

ARTICLE 21.

LEAVE OF ABSENCE

Section 1. All applications for a leave of absence and the reason for same will be submitted, in writing, to the Employer and the Union. Employees may be entitled to leaves of absence without pay for a period not exceeding six (6) months for urgent personal affairs 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 leaves, 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. Leaves of absences must be approved in advance by the Employer.

Leaves of absence for urgent personal affairs, health or medical reasons shall not be unreasonably denied by the Employer.

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.

Section 2. In the event the Employer enters into an Agreement with any other collective bargaining representative dealing with employees of the New Jersey Sports and Exposition Authority, which Agreement contains any terms and conditions of employment relating to the rate and standard for premium payments for work performed such as holiday pay, sick leave, jury duty, death in the family, or any other economical benefits, which are an improvement over those contained in this Agreement, then, and in that event, the Employer shall immediately notify the Union of the Agreement with such other bargaining representative, and shall immediately forward to the Union a copy of the specific terms and conditions as herein set forth. Further, the Employer agrees to reopen the Agreement forthwith; so as to permit the Union the right to collectively bargain to obtain such improvement in the items set forth above as may be contained in any other Agreement.

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, martial 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.

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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, 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 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 25.

RULES AND REGULATIONS

Section 1. Subject to law, 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.

Section 2. Both parties to this Agreement recognize that only such work rules and modifications thereof, which intimately and directly affect the work and welfare of the employees covered by this Agreement shall be subject to negotiation between the parties.

Section 3. Both parties recognize that a work rule which deals with a matter of managerial prerogative is not negotiable.

ARTICLE 26.

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 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.

REDUCTION OF RACING PROGRAMS

The terms of this Agreement have been reached on the basis of the usual horse racing schedule at the Meadowlands Racetrack of approximately 282 racing dates with racing conducted six days/nights per week. If the annual racing schedule as described shall be substantially modified or reduced on a regular basis, the parties agree that the working conditions specified in this Agreement will be renegotiated in order to allow the Authority to operate successfully. It is agreed that such renegotiations shall be conducted within ten days of any request to do so by the Authority. No change or modification to this Agreement shall occur without the express approval of both parties.

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ARTICLE 28.

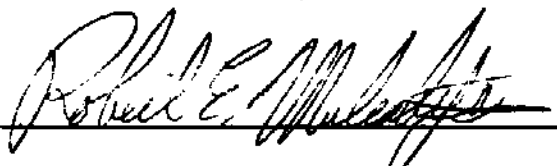
DURATION OF AGREEMENT

THIS AGREEMENT shall become effective on the Date of Execution thereof, and shall continue in full force and effect until its expiration date on the 31st day of January 1992.

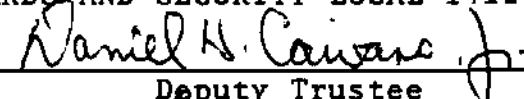
THIS AGREEMENT shall be automatically renewed from year to year thereafter unless either party gives notice, in writing, to the other at least sixty (60) days prior to the expiration date of this Agreement, or the expiration date of any renewal period, of its intention to change, modify or terminate 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 to negotiate for a new Agreement.


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

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

BY 
President
and
Chief Executive Officer

GUARDS AND SECURITY LOCAL 1412, AFL-CIO

BY 
Deputy Trustee

BY 
Deputy Trustee