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**COLLECTIVE BARGAINING AGREEMENT**  
**NEW JERSEY SPORTS AND EXPOSITION AUTHORITY**  
**AND**  
**GUARDS AND SECURITY LOCAL 1412, AFL-CIO**  
**FEBRUARY 1, 2009 through JANUARY 31, 2012**

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ARTICLE 1.

UNION RECOGNITION

Section 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative for all the employees employed by the Employer in its Security Departments in the State of New Jersey, (excluding Monmouth County) exclusive of the supervisor above the rank of Lieutenant and Detectives, Office, Clerical, Management and Confidential employees, for the purpose of collective negotiations.

ARTICLE 2A.

CHECK-OFF OF UNION FEES & REPRESENTATION FEES

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. Withdrawal of such written authorization shall be permitted only effective July 1, of each year.

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

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

ARTICLE 3.

HOURS OF WORK & 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 hours in a work week shall be considered overtime and be paid 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. For Grade I employees only, work schedules, except 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/her 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

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

considered in the same manner providing operational needs as determined by management can be satisfied.

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.

Section 7. Should an individual terminate employment whether voluntary or not, sick/personal days shall be pro-rated. Two hundred (200) hours equals one (1) day.



ARTICLE 7.

SENIORITY

Section 1. The first thirty (30) work days of employment or within fourteen (14) days of receiving results of fingerprint checks, whichever is later, 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 will 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/her 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 the recall by registered mail or telegram addressed to the last known

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 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 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 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.

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 the 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 the 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.

**Section 3. Grade III, Grade IV, Grade V and Grade VI employees covered by this Agreement shall receive the rates of wages as set forth in the following wage schedule:**

<u>Classification</u>	<u>Hourly Rate Effective</u>		
	<u>2/1/09</u>	<u>2/1/10</u>	<u>2/1/11</u>
Guard (Grade IV).	\$14.54	\$14.54	\$14.99
Guard (Grade V)	\$13.56	\$13.56	\$13.98
Guard (Grade VI)	\$11.58	\$11.58	\$11.94
(After 500 hours of employment, Grade VI elevates to Grade V)			
Asst. Part-time Supervisor	\$16.11	\$16.11	\$16.61
Part-time Supervisor	\$16.11*	\$16.11*	\$16.61*

(\* plus \$5.00 daily bonus)

Entry Level Grade VI guards elevate to Grade V after 500 hours of employment.

**Section 4. 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 March 1, 1991, and those full and part-time employees employed by the Employer prior to January 1, 1987. This notwithstanding only those full-time Grade I employees hired before January 1, 1987, shall have regular seniority rights as defined in our present agreement.

**B. Grade II** employees shall be defined as those regular uniformed employees employed by the Employer on or after March 1, 1991.

**C. Grade IV, V and VI** employees are part-time employees.

**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. The Employer agrees to make a

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 15.

SHOP STEWARD

Section 1. The Union may appoint one of their accredited members to act as shop steward for Grade I employees and one to act as Shop Steward for Grade II and Grade III employees 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 person 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.

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/her 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 decision respectively to writing and file same with the grievant's department head within ten (10) calendar days. The Department Head shall thereupon render a 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 the presentation.



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.

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 February 1, 2009, the Employer shall contribute to a Personal Fund for each regular Grade I full-time employee hired fifty cents (\$.50) per hour for each hour actually worked by each such employee to such fund.

Grade II employees shall receive twenty-five cents (\$.25) per hour for each hour actually worked by each such employee to such fund.

Effective February 1, 2009, the Employer shall contribute to a Personal Fund, fifty cents (\$.50) for each hour actually worked by each part-time Backstretch Grade I casual guard.

All monies contributed to this Fund shall be disbursed to each eligible employee in December 2009, 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.

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 Employer, 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 this 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/her duties at the New Jersey Sports Complex, he/she shall be paid a minimum of four (4) hours for the time spent in court at his/her 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/her duties, the Employer will consider assuming the liabilities of the employee, to the extent permitted under the New Jersey Tort Claims Act.

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 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 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 24.

MANAGEMENT RIGHTS

Section 1. Subject to law and 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 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 27.

REDUCTION OF RACING PROGRAMS

The terms of this Agreement have been reached on the basis of an annual 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 (10) 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.