

Contract no.
1371

COLLECTIVE BARGAINING AGREEMENT
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
AND
LABORERS' LOCAL UNION NO. 472

MARCH 1, 1989 THRU FEBRUARY 29, 1992

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THIS AGREEMENT, made this 29th day of June 1990

by and between NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, a body politic and corporate of the State of New Jersey, with headquarters at East Rutherford, New Jersey, party of the first part, hereinafter designated as the "EMPLOYER", and Heavy and General Construction Laborers Local Union No. 472 hereinafter referred to as the "UNION", party of the second part.

WHEREAS, the Employer and the Union recognize that it will be to the benefit of both to promote mutual understanding and to foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and 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

1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative for all maintenance laborers employed by the Employer at all existing and future installations which are or may be operated by the Employer in the State of New Jersey, excluding any horse racing facilities in Monmouth County, and excluding professional employees and managerial executives for the purpose of collective negotiations.

2. Pursuant to Chapter 303, Public Laws 1968, as amended, the Employer hereby agrees that every employee shall have the right to organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental powers under the Laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, as amended or other laws of New Jersey or the Constitution of New Jersey and of the United States.

3. The Employer further agrees that it shall not discriminate against any employee with respect to hours, wages or any term or condition of employment by reasons of his membership in the Union and its affiliates, his participation in any activities of the Union and its affiliates, collective negotiations with the Employer or his institution, or any grievance complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment as prescribed by the Statutes of the State of New Jersey.

4. The Employer will not enter into any collective bargaining agreement with any other Union covering bargaining unit employees, nor will the Employer enter into any private agreement covering terms and conditions of employment with any member or members of the bargaining unit.

5. The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

ARTICLE 2.

CHECK-OFF

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

The Employer hereby agrees to deduct from the wages of employees, by means of a check-off, those dues and representation fees required by the majority representative pursuant to the provisions of N.J.S.A. -34:13A-5.5. The Employer shall deduct such representation fees upon the majority representative satisfying all conditions set forth in N.J.S.A. 34:13A-5.6, 5.7. Such deductions shall be made from the first salary paid to each employee during the month.

Each employee covered by this Agreement shall, as a condition of employment, be required to pay a fee equal to eighty-five percent (85%) of the normal dues, unless such employee is a member of the Union. Fees deducted from employee's salaries shall be transmitted in the same manner as dues.

In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount due on account of such deductions. The total amount deducted shall be paid to the Local Union within fifteen (15) days after such deduction is made.

The Employer agrees to inform the Shop Steward of 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, or vacation or leave the employ of the Employer for any reason whatsoever, when submitting the dues deduction list to the Union office each month.

ARTICLE 3.

HOURS OF WORK AND OVERTIME

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

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

Section 3. The work week shall extend from Monday through Sunday, inclusive of both days. The weekly work schedule shall be arranged to provide employees with two (2) consecutive days off per week except that, 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 and, provided further that the employee is paid at the premium rate required by Section 2 of this Article. No employee shall be required to work more than eight (8) consecutive work days during a fourteen (14) day work period.

Section 4. Employees scheduled on eight and one-half (8½) hour shifts shall be entitled to not less than one-half (½) hour non-paid lunch time in accordance with posted schedules at such reasonable times as may be determined by the Employer. Employees working a double shift (16 hours) shall be given a single paid half hour lunch period during the second shift.

Section 5. The Employer agrees that if an employee reports for work or is permitted to come to work, and is fit to work,

without having been previously notified that there will be no work, the employee shall receive eight (8) hours pay or eight (8) hours work at his regular hourly rate unless the lack of work is due to an Act of God, in which case the employee, who has reported to work but has not begun work, shall receive two (2) hours straight time wages.

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

Section 7. Working foreman and sub-foreman may work overtime at the discretion of the Employer.

Section 8. In order to suit varying business conditions, starting times may be established or changed upon reasonable notice to the employees and timely notice to the Union but at the discretion of the Employer, based on a valid change in circumstances.

Section 9. Temporary employees who have been employed specifically for event change-over work at the Meadowlands Arena or the Giants Stadium shall be compensated on the basis of a minimum 4 hour call and shall be paid at the prevailing hourly rate for all hours worked up to eight (8) hours per day and at one and one half (1½) times the prevailing hourly rate for all hours worked in excess of eight (8) per day and forty (40) hours per work week.

ARTICLE 4.

VACATIONS

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

- (a) Regular employees employed one (1) full year shall receive eighty (80) hours paid vacation.
- (b) Regular employees employed more than five (5) full years shall receive one hundred twenty (120) hours paid vacation.
- (c) Regular employees employed more than ten (10) full years shall receive one hundred sixty (160) hours paid vacation.
- (d) Regular employees, in order to qualify for vacation pay, must have worked at least one thousand and forty (1,040) working hours between anniversary dates of hire.
- (e) Effective January 1, 1983, and annually thereafter, a seasonal or temporary employee who worked a minimum of 1040 hours in the preceding calendar year will be entitled to pay for eighty (80) hours vacation if employed by the Employer during the following calendar year. Earned vacation pay will be paid to such employee at the time of layoff.
- (f) For purposes of this entire Agreement a regular employee shall be defined as an employee who has not been employed for a specific period of time and a seasonal or temporary employee shall be defined as an employee who has been employed for a specific period of time or a specific work assignment.

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

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

Section 4. After completing one (1) year of employment, the Employer agrees that in the event a regular employee is laid off because of a lack of work before the vacation period, he shall be compensated for any accrued vacation time that may be due 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 regular employee is called back to work before the vacation period starts, at the time of vacation period, he will be granted the difference between his accrued vacation pay and whatever he had been paid at the time of the layoff.

ARTICLE 5.

HOLIDAYS & SICK DAYS

Section 1. The Employer agrees to allow to all regular employees in the bargaining unit thirteen holidays with pay for eight (8) hours at the employee's regular hourly rate, although no work is performed on such days, provided the employees work their regular scheduled work day preceding and their regular scheduled work day following the holiday, unless they are absent because of an excused absence. The thirteen official holidays for a given labor contract year shall be determined by the Authority in each December of the preceding year. Regular employees on a leave of absence without pay are not entitled to holiday pay.

Section 2. All employees who work on any of the above official holidays will be compensated for such work at two (2) times their normal straight time rate of pay which shall include the holiday pay. All holidays shall be considered as a day worked for overtime entitlement purposes only.

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

Section 4. If a holiday falls within the vacation period of a regular employee, the employee shall have the option of receiving 48 hours straight time pay for that vacation week or taking the holiday with pay at a later date provided that in so doing, the holiday pay does not count toward overtime entitlement.

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

Section 6. The Employer agrees to allow to all regular employees in the bargaining unit three (3) sick days with pay for eight (8) hours at the employee's regular hourly rate during each labor contract year. All sick days shall be considered as a day worked for overtime entitlement purposes only. These sick days shall be taken or paid in November of each year. They shall not be accumulative and may only be taken on a scheduled work day.

ARTICLE 6.
FORCE REDUCTION

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

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

ARTICLE 7.

SENIORITY

Section 1. The first sixty (60) days of employment for all new employees, except those employees who have been hired for a specified period of time such as seasonal or temporary 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, except those employees who have been hired for a specified period of time such as seasonal or temporary employees, shall, at the end of the probationary period, be considered regular employees and their names shall be compiled on a list to be known as the "Regular Maintenance Laborers Seniority List". Such list shall be conspicuously displayed by the Employer for the information of the employees with additions and deletions from month to month as required.

Section 3. In determining which employees shall be laid off and which rehired, due regard shall be had for the experience, skill and ability of the employees under consideration for layoff or rehire. When the factors of experience, skill and ability shall be equal or comparable between or among employees, seniority shall prevail. When seniority prevails, the employee with the least time of employment with the Employer shall be laid off first and rehired last. Notwithstanding anything in this Agreement to the contrary, the foregoing shall not apply to regular employees regularly assigned to the Racetrack Grandstand, Giants Stadium and Meadowlands Arena.

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

- a. When an employee quits or resigns his position.
- b. When an employee is discharged for just cause.
- c. When an employee is laid off and fails to return to work within five (5) days after receiving notice to 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. Seasonal or temporary employees shall not have any seniority right under the terms of this Agreement. However, such seasonal or temporary employees shall be entitled to all other benefits of the Agreement except paid holidays, paid vacations (unless earned during the previous calendar year), sick days, bereavement and jury duty pay.

Section 6. In the event that an opening occurs among the regular laborer force, before the position is filled from the outside, equal consideration shall be given to those members of the seasonal or temporary laborer force in the present employ of the Employer. However, the Employer shall have the absolute right to determine how the opening shall be filled and in no event shall it be required to fill the position from the seasonal or temporary work force.

Section 7. Employees hired after February 28, 1986, shall not have any seniority rights except that a seasonal or temporary employee shall be granted full seniority rights if said employee is elevated to regular seniority status.

ARTICLE 8.

TRANSFERS

Section 1. In the event an unforeseen emergency occurs, the Employer shall have the right to temporarily transfer employees to a non-traditional work assignment. Employees may not refuse to assist or work on such temporary emergency-related assignments if the business of the Employer so requires. Such transfers shall be temporary and only for the purpose of correcting an existing emergency which requires timely correction. Upon correction of the emergency condition, the employee shall be reassigned to normal work duties.

ARTICLE 9.
SAFETY AND HEALTH

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

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

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

Section 4. It is understood that some employees shall be required to wear a designated uniform during working hours. 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 uniforms.

Individual employees, particularly those employees not in view of the public shall have the option to wear street clothing, jackets and other normal attire provided their official identification card issued by the New Jersey State Racing Commission is conspicuously displayed.

Section 5. The Employer shall provide a safe place to store the employee's tools and clothing while the employee is not working. The Employer shall be liable for the loss of employee tools and clothing through

fire or theft occurring while the employee is not working. It is understood that all power tools shall be furnished by the Employer and the employee shall exercise reasonable care of same.

ARTICLE 10.

VISITATION

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

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

ARTICLE 11.

WAGES

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

Classification	Hourly Rate		
	3/1/89	3/1/90	3/1/91
Laborer Foreman	\$12.91	\$13.55	\$14.20
Assistant Laborer Foreman	\$12.55	\$13.18	\$13.81
Journeyman Laborer	\$11.95	\$12.55	\$13.15
Freight Elevator Operator (Meadowlands Racetrack)	\$ 8.75	\$ 9.35	\$ 9.95

The above Foreman rate reflects a rate eight percent (8%) higher than the above Journeyman rate.

The above Assistant Foreman rate reflects a rate five percent (5%) higher than the above Journeyman rate.

An employee required to operate hand-operated power tool equipment for four (4) or less hours during a work shift will receive fifty (50) cents per hour in addition to his regular rate of pay for each hour such work is performed.

An employee required to operate hand-operated power tool equipment for more than four (4) hours during a work shift will receive fifty (50) cents per hour in addition to his regular rate of pay for all hours worked during said shift.

For purposes of this Agreement, the term "hand-operated power tool equipment" shall include a jack, chipping and sheet hammer, pavement breaker, power buggy, concrete or asphalt cutter, sandblaster, tree cutter or burner and other such power tools, except lawn mowers, used to perform work usually done manually by laborers.

ARTICLE 12.

PRODUCTION EFFICIENCY

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

ARTICLE 13.

DISCHARGES & DISCIPLINE

Section 1. No regular employee shall be discharged except for just cause. The Union shall have the right to challenge the discharge and, if it chooses to do so, may grieve the matter as set further elsewhere in this Agreement.

Section 2. The shop steward will be present at any formal hearing, interview or procedure which could lead to an employee's discipline, if the shop steward's presence is requested by the employee.

Section 3. If any 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, Saturdays, Sundays, and holidays excluded. If an employee quits of his own accord, the Employer may require him to wait until the next payday for his wages.

ARTICLE 14.

SHOP STEWARD AND FOREMAN

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

Section 2. Neither the shop steward, foreman or assistant foreman shall be discriminated against because of his performance of his duties.

Section 3. The shop steward shall be a working member of the work force and shall not necessarily be entitled to work whenever one or more of the members of the bargaining unit are assigned to work.

Section 4. Foreman and Assistant Foreman shall be appointed and/or removed to journeyman status at the discretion of the Employer without any appeal.

ARTICLE 15.
GRIEVANCE PROCEDURE

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

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

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

A. STEP ONE

An employee with a grievance shall, in writing, within five (5) calendar days of the occurrence of the event being grieved present the same to his immediate supervisor. After full disclosure of the facts surrounding the event being grieved, the immediate supervisor must make every reasonable effort to reach a satisfactory settlement with the grievant. The immediate supervisor shall render a decision within three (3) calendar days of his receipt

of the grievance.

B. STEP TWO

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

C. STEP THREE

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

D. STEP FOUR

1. If the grievance is not settled through the proceeding 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.
3. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance procedure. A failure to respond at any step within the provided time limits shall be deemed a denial.

ARTICLE 16.

MILITARY SERVICE

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

ARTICLE 17.

BENEFIT PLANS

Section 1. Effective March 1, 1989, the Employer shall contribute to Local 472's Heavy and General Laborers Welfare Fund of New Jersey one dollar and sixty cents (\$1.60) per hour for all hours actually worked up to a maximum of two thousand eighty (2080) hours actually worked during each labor contract year for all employees covered by this Agreement.

Effective March 1, 1990, the Employer shall contribute to Local 472's Heavy and General Laborers Welfare Fund of New Jersey one dollar and sixty-five cents (\$1.65) per hour for all hours actually worked up to a maximum of two thousand eighty (2080) hours actually worked during each labor contract year for all employees covered by this Agreement.

Section 2. The Employer shall contribute to Local 472's Heavy and General Laborers Pension Fund of New Jersey one dollar and twenty-five cents (\$1.25) per hour for all hours actually worked up to a maximum of two thousand eighty (2080) hours actually worked between December 1 and November 30 of the next following year for all employees covered by this Agreement.

Section 3. Effective March 1, 1990, the Employer shall discontinue contributions to Local 472's Group Legal Services Fund.

Section 4. The Employer shall contribute to Local 472's Defined Contribution Fund one dollar and fifty cents (\$1.50) per hour for all hours actually worked for all employees covered by this Agreement.

Effective March 1, 1990, the Employer shall contribute to Local 472's Defined Contribution Fund one dollar and seventy-five cents (\$1.75) per hour for all hours actually worked for all employees covered by this Agreement.

Effective March 1, 1991, the Employer shall contribute to Local 472's Defined Contribution Fund two dollars (\$2.00) per hour for all hours actually worked for all employees covered by this Agreement.

Section 5. Effective September 1, 1989, the Employer shall contribute fifty cents (\$.50) to the Local 472 Supplemental Income Benefit Fund for all hours actually worked for all employees covered by this Agreement and effective January 1, 1990, the Employer shall discontinue contributions to this Fund.

Section 6. Effective January 1, 1990, the Employer shall contribute to Local 472's Vacation Fund fifty cents (\$.50) for all hours actually worked for all employees covered by this Agreement. These contributions shall be added to the gross pay of each employee and all appropriate payroll taxes shall be deducted from the employee's gross pay. Thus, after making the appropriate tax deductions, the full contribution amount shall be forwarded monthly to the Fund.

Section 7. The Employer has no obligation to make any contribution to any Fund, referred to in this Article, on behalf of any employee covered by this Agreement for any time paid but not actually worked (such as holidays, sick days and vacation days) by any employee covered by this Agreement.

Section 8. The Employer agrees to pay all contributions which are due under this Agreement on a monthly basis.

ARTICLE 18.

MISCELLANEOUS WORKING CONDITIONS

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

Section 2. The Employer agrees that, if an employee is injured on the job, he will be transported to and from the doctor or hospital by the Employer on the day of accident only and, if the doctor recommends that the employee is unable to complete the day, he shall be paid for the normal work day. In the event a regular employee sustains a compensable injury or disease, any time lost while receiving worker's compensation benefits will be calculated toward fringe benefit entitlement provided the employee does not work any other job during the period of absence.

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

Section 4. Effective upon the execution date of this Agreement, the Employer agrees that all regular employees who suffer the loss by death of father, mother, mother-in-law, father-in-law, spouse, children, brother or sister, shall be granted up to three (3) days off with pay, provided said days are scheduled work days and provided the employee attends the funeral of the deceased. Regular employees shall be granted one (1) day off with pay to attend the funeral services of a brother, sister, son or daughter-in-law or grandparent.

Section 5. All regular employees who are called to State or Federal jury for any day during their regularly scheduled work week, shall receive the difference between the jury fee and their

regularly daily pay rate. This payment shall be limited to ten (10) working days in any one contract year.

Section 6. When the Employer operates more than one shift on a permanent basis, the following shall apply:

1. Request will be made by the Employer for volunteers on each shift. If there is not a sufficient number of volunteers, then
2. Employees with the least seniority in the classification required shall be assigned the least desirable shifts.
3. Senior employees who are employed on the night shift shall have the right to replace an employee with less seniority who is working on the day shift. This right may be exercised no more than once within a 12 month period, said period commencing one (1) year from the date of hiring of the senior employee.

The Employer, however, shall have the absolute right to assign the position and work on the day shift to the night shift employee exercising his seniority right hereunder.

The day shift employee so displaced may exercise his seniority rights to work in a night shift position in accordance with his seniority. The foregoing shall not apply to employees assigned to the Racetrack Grandstand, Giants Stadium or the Meadowlands Arena.

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

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

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

Section 10. 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 manpower as the Employer requires before other employees are hired.

ARTICLE 19.

CERTIFICATES OF IDENTIFICATION

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

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

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

ARTICLE 20.

SUBCONTRACTING

Prior to reaching any decision to subcontract any work which can be performed by employees covered by this Agreement and it becomes apparent that a layoff or job displacement will result, if the proposed subcontracting is based solely on fiscal considerations, the Employer agrees that it will discuss such decision to subcontract with the Union. The Employer agrees that it will not subcontract in bad faith for the sole purpose of laying off employees or substituting private workers for workers covered by the provisions of this Agreement. The Union agrees that any disputes concerning subcontracting shall not be submitted to the arbitration process referred to in Article 15 of this Agreement.

ARTICLE 21.

LEAVE OF ABSENCE

Section 1. All applications for leave of absence will be submitted in writing to the Employer and the Union. Employees may be entitled to 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 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 and verified by a doctor's certificate, if appropriate.

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

Section 3. Employees on leave of absence are obligated to give the Employer a minimum of seven (7) days advance notice of the date on which the employee is able to return to work.

Section 4. Any employee who is unable to work for thirty (30) consecutive days due to an accident or illness shall automatically be considered as being on medical leave of absence, provided the reason for their absence from work has been verified by a doctor's certificate. Such employee must apply to the Employer and the Union for a leave of absence extension if they have not returned to work within nine (9) months of the date on which they last worked. Any such employee who fails to apply for a leave of absence extension shall be considered as having quit.

ARTICLE 22.
RIGHTS OF PARTIES

Section 1. The parties agree that all benefits, terms and conditions relating to present employees, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of the collective bargaining negotiations between the parties leading to the execution of this Agreement.

Section 2. Unless a contrary intent is expressed in this Agreement all existing benefits, rights, duties, obligations, and conditions of employment applicable to any employee pursuant to any written rule, regulation, restriction, directive, memorandum, statute or otherwise, shall not be limited, restricted, impaired, removed or abolished.

Section 3. Each party hereby retains and reserves unto itself without limitations all powers, duties and responsibilities conferred upon and vested in them arising out of the Laws and Constitution of the State of New Jersey and of the United States.

Section 4. In accordance with N.J.S.A. 34:13A-5.3 et seq., proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established.

Section 5. In the event the Employer enters into an Agreement with any other collective bargaining representative dealing with per diem paid employees, excluding those employed in the Pari-Mutuel, Admissions, and Security Departments 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 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.

NO STRIKE - NO LOCKOUT AGREEMENT

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

ARTICLE 24.

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.

ARTICLE 25.

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, 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.

ARTICLE 26.

RULES AND REGULATIONS

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.

ARTICLE 27.

VALIDITY OF CONTRACT

Section 1. If any provisions of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provisions consistent with law; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE 28.

SUCCESSOR CLAUSE

This Agreement shall be binding upon the parties, their assigns, successors or subsidiaries.

ARTICLE 29.

JURISDICTIONAL QUESTIONS

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

ARTICLE 30.

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 29th of February 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

HEAVY AND GENERAL CONSTRUCTION LABORERS UNION

BY



RICHARD TISSIÈRE

PRESIDENT & BUSINESS MANAGER