

COLLECTIVE BARGAINING AGREEMENT
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
AND
TEAMSTERS LOCAL UNION 560
DECEMBER 1, 1989 THRU NOVEMBER 30, 1992

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THIS AGREEMENT made this *6th* day of *August 1990* 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 LOCAL UNION NO. 560, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSMEN, AND HELPERS, with its principal place of business at 707 Summit Avenue, Union City, New Jersey 07087 hereinafter referred to as the "UNION" party of the second part.

WITNESSETH:

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

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

ARTICLE 1.

UNION RECOGNITION

Section 1. The Employer hereby recognizes and acknowledges that, the Union is the exclusive and authorized collective bargaining representative for Authority employees employed by the Authority who are engaged in the operation of Authority owned or leased tractors, water trucks, tractors for thoroughbred starting gate, valet trucks, vehicles transporting racing officials in connection with their assigned duties, buses and trams, dump, flatbed and rack trucks, gang mower pulled by tractors, horse ambulances, people ambulances, pick-up and step vans when such vehicles are used to haul materials only, rollers pulled by tractors, stadium turf water remover, stadium turf sweeper, fork lift trucks (at the discretion of the Employer), non-hydraulic boom trucks under 45 feet in height and other such equipment as may be designated from time to time by the Employer, in writing, but excluding watchmen, guards, professional employees and supervisors for the purpose of collective negotiations.

ARTICLE 2.

CHECK-OFF

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

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

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

ARTICLE 3.

HOURS OF WORK AND OVERTIME

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

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

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. 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 ($8\frac{1}{2}$) hour shifts shall be entitled to not less than one-half ($\frac{1}{2}$) hour non-paid lunch time in accordance with posted schedules at such reasonable times as may be determined by the Employer.

Section 5. The Employer agrees that if an employee reports for work or is permitted to come to work, and is fit to work, without having been previously notified that there will be no work, the employee shall receive eight (8) hours pay or eight (8) hours work at his regular hourly rate unless the lack of work is due to an Act of God, in which case the employee, who has reported to work but has not begun work, shall receive two (2) hours straight time wages.

Section 6. Employees required by the Employer to report for work prior to their regular weekly starting time for that week shall be paid overtime for the hours worked prior to said starting time provided the employee works his full regular shift that day. The foregoing shall apply only to those employees who are regularly assigned to racetrack-related duties.

Section 7. Overtime shall be distributed among all employees according to seniority on each seniority list.

Section 8. All employees shall receive credit toward weekly overtime entitlement for all hours paid but not worked (holiday, sick, jury, bereavement, vacation pay).

Section 9. There shall be a minimum call of four (4) hours at the overtime rate for certain event related work at the Stadium and Arena.

ARTICLE 4.

VACATIONS

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

- a) Employees employed one (1) full year shall receive eighty (80) hours paid vacation.
- b) Employees employed more than five (5) full years shall receive one hundred twenty (120) hours paid vacation.
- c) Effective June 2, 1989, Employees employed ten (10) or more years shall receive one hundred sixty (160) hours paid vacation.
- d) 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.

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

Vacation days may be taken in individual days provided they are approved forty eight (48) hours in advance by the Employer. Individual vacation days shall be paid at straight time. Vacation days may be accrued but such days that are accrued, must be used during the year following the year during which they were earned.

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

Section 4. After completing one (1) year of employment, the Employer agrees that in the event an 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 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 vacation period, he will be granted the difference between his accrued vacation pay and whatever he had been paid at the time of the layoff.

ARTICLE 5.

HOLIDAYS

Section 1. The Employer agrees to allow to all employees in the bargaining unit thirteen (13) 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. Employees on leave of absence, without pay status, shall not be entitled to holiday pay for the holidays occurring during said leave. The thirteen (13) official holidays for a given year shall be determined by the Authority in each December of the preceding year.

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

Section 3. 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 an employee, the employee shall take the holiday at a later date at straight time pay.

Section 5. 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 their absence is due to an excusable absence.

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.

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SENIORITY

Section 1. The firsty sixty (60) days of employment for all new regular 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. a) Effective December 1, 1989, the Employer shall maintain a "Racetrack/Site Teamster Seniority List" and an "Arena/Stadium Teamster Seniority List" consisting of those employees who are considered steady employees at those facilities. Such lists shall be conspicuously displayed by the Employer for the information of the employees with additions and deletions from month to month as provided by this Agreement.

b) Employees shall be added to either list by mutual agreement between the Employer and the Union and only as a result of attrition from either list for whatever reason.

c) Employees on either Seniority List who are on lay-off or who are not expected to work full time (40) hours) in any given work week shall, if qualified, and not precluded as a result of a previous agreement between the parties, have first option to work

at the Racetrack, Site, Arena or Stadium, if work is available at any of these locations, before casual, temporary or new employees are hired for such straight time work. It is understood by the Parties that the above provision cannot be construed as a guarantee of forty (40) hours work per week to any employee on either Seniority List.

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

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

- a. When an employee quits or resigns his position.
- b. When an employee is discharged for just cause.
- c. When an employee is laid off and fails to return to work within five (5) days after receiving notice of recall by registered mail or telegram addressed to the last known address of the employee.
- d. When an employee is laid off for a period exceeding one (1) year.

ARTICLE 8.

EMERGENCY TRANSFERS

Section 1. In the event an unforeseen emergency occurs, the Employer shall have the right to temporarily transfer employees from one job or operation to another. Employees may not refuse to assist or work on 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 emergency condition, the employee shall be reassigned to normal duties.

ARTICLE 9.

SAFETY AND HEALTH

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

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

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

Section 4. Uniforms It is understood that 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 tools and clothing while the employee is not working. The Employer shall be liable for the loss of employee tools and clothing thru fire or theft occurring while the employee is not working.

ARTICLE 10.

VISITATION

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

Section 2. The Employer agrees to make available to the representatives of the Union, for good cause shown and at a reasonable time, the time cards or pay checks of any employee governed by this Agreement. The Employer agrees to furnish to his employees each week at the time of 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 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 as set forth in the following Wage Schedule:

<u>Classification</u>	<u>Hourly Rate 12/1/89</u>	<u>Hourly Rate 12/1/90</u>	<u>Hourly Rate 12/1/91</u>
All Bargaining Unit Employees, Except the Foreman Assigned to the Racetrack Unit	\$17.64	\$18.29	\$18.95
Foreman	\$19.05	\$19.75	\$20.47

The above Foreman rate reflects a pay rate eight (8%) higher than the other rate noted above.

ARTICLE 12.

PRODUCTION EFFICIENCY

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

ARTICLE 13.

DISCHARGES

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

Section 2. 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.

Section 3. No warning letters shall be issued except for just cause. Warning letters (i.e., letters involving neither discharge nor suspension) shall not be appealable in the Grievance Procedure, but the merits thereof may be determined (in the event such letters are relied upon by the Employer) in any future grievance or arbitration proceeding involving a subsequent discharge or suspension.

Section 4. Disciplinary notices should be in writing and shall set forth a reasonable description of the grounds upon which they are based and shall be issued within a reasonable time from the date of the occurrence/s upon which they are based and copies of such notices shall be supplied to the employee, shop steward and union business agent.

ARTICLE 14.

SHOP STEWARDS

Section 1. The Union may appoint one of their accredited members to act as shop steward for the Racetrack Unit and one for the Stadium/Arena Unit. It shall be their duty to receive complaints and dispose of them in the manner provided under the Grievance Procedure. The shop stewards shall be appointed by the Business Manager and removed by him for cause. It is the intention of the parties hereto that the 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 stewards shall have no authority of any kind except that provided for under this Agreement. It is also agreed that in the event of a lay-off of employees the shop stewards 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 stewards shall not be discriminated against because of his performance of his duties.

Section 3. If the Shop Stewards should find it necessary to perform their union duties during actual paid working time, he shall be authorized to do so only after due notice has been given to his immediate salaried supervisor.

ARTICLE 15.

GRIEVANCE PROCEDURE

For 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 provided, however, that only grievances pertaining to the application or interpretation or violations of the expressed terms of this Agreement shall be arbitrable under the provisions of Step Four 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 a grievance to any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.

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

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 to his immediate supervisor. After full disclosure of the facts surrounding the event being grieved, the immediate supervisor must make every reasonable effort

to reach a satisfactory settlement with the grievant. The immediate supervisor shall render a decision within three (3) calendar days of his receipt of the grievance.

B. STEP TWO

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

C. STEP THREE

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

D. STEP FOUR

1. If the grievance is not settled through the preceding steps, either party may refer the matter to the New Jersey State Board of Mediation within fourteen (14)

calendar days after the receipt of determination of the Step Three proceeding. The arbitrator shall be selected in accordance with the rule of the said Board and the expense of the arbitrator shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for his presentation.

2. The arbitrator or arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. He or they shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the arbitrator shall be final and binding.
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

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

ARTICLE 17.

BENEFIT PLANS

Section 1. Effective December 1, 1989, the Employer shall contribute to Local 560's Health & Welfare Fund one dollar and ninety-eight cents (\$1.98) for each hour worked up to a maximum of forty (40) hours worked per week for each employee covered by this Agreement.

Effective June 1, 1990, the Employer shall contribute to Local 560's Health & Welfare Fund two dollars and eight cents (\$2.08) for each hour worked up to a maximum of forty (40) hours worked per week for each employee covered by this Agreement.

Effective December 1, 1990, the Employer shall contribute to Local 560's Health & Welfare Fund two dollars and forty-one (\$2.41) for each hour worked up to a maximum of forty (40) hours worked per week for each employee covered by this Agreement.

Effective December 1, 1991, the Employer shall contribute to Local 560's Health & Welfare Fund two dollars and sixty-eight cents (\$2.68) for each hour worked up to a maximum of forty (40) hours worked per week for each employee covered by this Agreement.

Section 2. The Employer's rate of contribution to Local 560's Pension Fund shall remain at two dollars and thirty-three cents (\$2.33) per hour for each hour worked up to a maximum of forty (40) hours worked per week for each employee covered by this Agreement unless such rate of contribution is changed by mutual agreement between the Employer and the Union.

ARTICLE 18.

MISCELLANEOUS WORKING CONDITIONS

Section 1. The Employer shall protect the employees with Worker's Compensation Insurance, New Jersey State Temporary Disability and Unemployment Insurance, and Social Security 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 the accident only and, if the doctor recommends that the employee is unable to complete the day, he shall be paid for the normal work day.

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

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

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

Section 6. Regular employees are entitled to three (3) sick days with pay during each full year of service. Unused sick days must be "cashed-out" annually during the November of the year during which they were earned.

Section 7. All vacancies or new jobs shall be first offered to the employees hired at the time, according to seniority before new employees are hired.

Section 8. 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 or no volunteers, then
2. Employees with the least seniority 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 provided such employee is qualified for such work. The right may be exercised no more than once within a twelve (12) month period, said period commencing one (1) year from the date of hiring of the senior employee.

The day shift employee so displaced may exercise his seniority right to work in a night shift position in accordance with his seniority provided such employee is qualified for such work.

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

Section 9. If a holiday shall fall on a regular pay day during

the work week, then the employee shall receive their pay on the day before the holiday.

Section 10. The Employer shall allow the Union to provide a bulletin board to be placed on the Employer's premises by the Union for posting of all notices pertaining to Union matters provided the place of the bulletin and the actual notices are approved by the Employer.

Section 11. 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 12. The cost of training, retraining or requalification in any skill required and authorized in advance by the Employer shall be paid for by the Employer.

ARTICLE 19.

CERTIFICATES OF IDENTIFICATION

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

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

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

ARTICLE 20.

SUBCONTRACTING

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

ARTICLE 21.

LEAVE OF ABSENCE

Section 1. All applications for leave of absence will be submitted, in writing, to the Employer and the Union. Employees may be entitled to leaves of absence without pay for a period not exceeding six (6) months for urgent personal affairs and for a reasonable period of time for health and medical reasons verified by a doctor's certificate. Employees on an approved leave of absence shall continue to accumulate seniority for a period not to exceed the period of the approved leave of absence. 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.

ARTICLE 22.

- NO STRIKE AGREEMENT

Section 1. The Union will not be liable for an unauthorized wildcat strike provided that the strike has not been caused or authorized, directly or indirectly, in whole or in part, by the Union and, provided, further, that the Union makes every effort to: (a) avoid the strike and (b) to cease the strike, if one commences. The Union's efforts, as to both (a) and (b), shall include, but shall not be limited to the following: (1) conducting meetings of the members at which time the Union shall disavow, prohibit and discourage the strike: and (2) orally advising members on an individual basis and sending literature to all members to the effect that the Union disavows, prohibits and discourages the strike.

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.

ARTICLE 24.

MANAGEMENT RIGHTS

Section 1. Except as specifically provided by this Agreement, the Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limitation the generality of the foregoing, the following rights:

- (a) To the executive, management and administrative, control of the Authority and its properties and facilities, and the activities of its employees.
- (b) To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees. It is understood that the Union shall have the right to refer qualified job applicants to the Employer.
- (c) To suspend, demote, 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 of the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE 25.

RULES AND REGULATIONS

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

ARTICLE 26.

VALIDITY OF CONTRACT

Section 1. The parties hereto agree that should any article, part or paragraph of this Agreement be declared by a Federal or State Court of competent and final jurisdiction in the premises, to be unlawful, invalid, ineffective or unenforceable, said article, part or paragraph shall not affect the validity and enforceability of any other article, part or paragraph hereof and the remainder of this Agreement shall continue in full force and effect.

ARTICLE 27.

DURATION OF AGREEMENT

THIS AGREEMENT shall become effective on the Date of Execution hereof, retroactive to December 1, 1989, and shall continue in full force and effect until its expiration date on the 30th day of November, 1992.

THE AGREEMENT shall be automatically renewed from year to year thereafter unless either party gives notice, in writing, to the other at least sixty (60) days prior to the expiration date of this Agreement, of 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 Robert E. Malachuk
President
and
Chief Executive Officer

LOCAL UNION NO. 560, INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS

BY Mark Sheidan
Vice President