

5-0024

02-12

COLLECTIVE BARGAINING AGREEMENT

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

AND

LOCAL 734 ARENA/STADIUM ADMISSIONS DEPARTMENT

AUGUST 1, 1983 THRU JULY 31, 1986

INDEX

THIS DOES NOT
CIRCULATE
PAGE #1

INTRODUCTION			
UNION RECOGNITION	ART #1	"	#2
UNION SECURITY	ART #2	"	#3
CHECK OFF OF UNION FEES & REPRESENTATION FEE	ART #2A	"	#4-5-6-7
CHECK-OFF	ART #3	"	#8
HOURS OF WORK AND OVERTIME	ART #4	"	#9-10
FORCE REDUCTION	ART #5	"	#11
STADIUM SENIORITY	ART #6	"	#12-13
ARENA SENIORITY	ART #6A	"	#14-15
TRANSFERS	ART #7	"	#16
SAFETY AND HEALTH	ART #8	"	#17
VISITATION	ART #9	"	#18
WAGES	ART #10	"	#19-20
PRODUCTION EFFICIENCY	ART #12	"	#21
DISCHARGES	ART #13	"	#22
SHOP STEWARD	ART #14	"	#23
GRIEVANCE PROCEDURE	ART #15	"	#24-25-26
MILITARY SERVICE	ART #16	"	#27
MISCELLANEOUS WORKING CONDITIONS	ART #17	"	#28-29
SUB-CONTRACTING	ART #18	"	#30
LEAVE OF ABSENCE	ART #19	"	#31
NO STRIKE AGREEMENT	ART #20	"	#32
NON-DISCRIMINATION	ART #21	"	#33
MANAGEMENT RIGHTS	ART #22	"	#34-35
RULES AND REGULATIONS	ART #23	"	#36
VALIDITY OF CONTRACT	ART #24	"	#37
VACATIONS	ART #25	"	#38-39
HOLIDAYS	ART #26	"	#40-41
WELFARE PLAN	ART #27	"	#42-43
PENSION FUND	ART #28	"	#44-45
SICK DAYS, BEREAVEMENT AND JURY DUTY PAY	ART #29	"	#46
DURATION OF AGREEMENT	ART #30	"	#47

RUTGERS UNIVERSITY

SEP 14 1984

Institute of Management and Labor Relations

THIS AGREEMENT made this *2nd* day of *May 1984* 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 734, L.I.U. of N.A., AFL-CIO, with its principal place of business at 6-7 Village Sq. East, Botany Village, Clifton, New Jersey, hereinafter referred to as the "UNION" party of the second part.

WITNESSETH:

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

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

ARTICLE 1.

UNION RECOGNITION

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

ARTICLE 2.

UNION SECURITY

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

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

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

ARTICLE 2A.

CHECK OFF OF UNION FEES AND REPRESENTATION FEE

Section 1 (a). The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15 9E. The Employer after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the first (1st) salary paid to each employee during the month or for each event worked, preceeding the thirty (30) day grace period for all full-time employees.

Section 1 (b). In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within ten (10) calendar days after such deduction is made.

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

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

In order to adequately offset the per capita cost of services

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

Section 2 (c). Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with Section 3. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

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

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

paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

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

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

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

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

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

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

ARTICLE 3.

CHECK-OFF

Section 1. The Employer hereby agrees to deduct from the wages of employees by means of check-off such amounts as dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15 9e. The Employer, after receipt of written authorization from each individual member employee, agrees to deduct from the salaries of said employees such amounts including monthly dues, as may be deducted by law. Such deductions shall be made from the first salary paid to each employee during the month or each event worked.

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

Section 3. The Employer agrees to forward the full name and address of all new employees in the bargaining unit to the Union, within thirty (30) days of the date of employment. The Employer further agrees to notify the Union when unit employees are discharged, granted leave of absence, absent due to illness, or injury, on vacation or leave the employ of the Employer for any reason whatsoever, when submitting the dues deduction list to the Union office each month.

ARTICLE 4.

HOURS OF WORK AND OVERTIME

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

Section 2. All hours worked in excess of eight (8) hours in a day, or forty (40) hours in a work week, shall be paid for at the rate of one and one-half (1½) times the employees basic hourly rate.

Section 3. Employees scheduled to work a six (6) hour or more shift, at the Stadium and four (4) hours or more at the Arena, shall be entitled to a fifteen (15) minute paid break at appropriate times scheduled by Management. Such fifteen (15) minute break is included in employees scheduled shift.

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

Section 4. The Employer agrees that if an employee reports for work, or is permitted to come to work, and is fit to work, without having been previously notified that there will be no work, the employee shall receive six (6) hours pay or six (6) hours work at his regular hourly rate for Stadium events and four (4) hours pay or four (4) hours work at regular pay for Arena events unless the lack of work is due to an act of God. Timely and sufficient notification of lack of work caused by an act of God or other circumstances shall be deemed transmitted if the Employer gives notification of the cancellation of an event by broadcasting such cancellation notice two (2) hours in advance of the employee's scheduled reporting time over designated radio stations situated in New York and New Jersey, the names of which stations are to be agreed upon by the Employer and the Union.

Section 5. It is agreed that should the Employer schedule two (2) separate and distinct events on the same day, such as a day football

game and night football game, employees shall be entitled to two (2) six (6) hour shifts and pay for Stadium Events and four (4) for Arena Events. This provision shall not cover a multiple event which is included in the price of one (1) admission.

Section 6. It is agreed that employees will only work at their principle place of employment when scheduled to work or subsequently scheduled to work; meaning: at the facility for which they maintain seniority.

Section 7. Employees scheduled to work a double event shall sign-in and out for each event and when there is less than one (1) hour between events, they shall be paid straight time for all time between their first sign-in and last sign-out.

Employees scheduled to work triple events shall sign-in and out for each event; shall not be paid for the time between sign-ins and sign-outs but shall be paid a \$10 permium for the triple event work occasion.

The Employer shall not be obligated to assign the same employee to work both an Arena and a Stadium event on the same date when the total hours to be worked are expected to exceed eight (8).

ARTICLE 5.
FORCE REDUCTION .

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

ARTICLE 6.

STADIUM SENIORITY

Section 1. Admission employees of the Stadium shall be placed on the "A" Seniority List if on December 31st of each year they have worked ninety percent (90%) of their scheduled events and at least fifty percent (50%) of all events during the preceding year.

Employees who have not maintained Class "A" Seniority and new employees shall be placed on the "B" Call List.

Section 2. In determining which employee shall be scheduled, seniority in the classification shall be the primary factor. When employees are not scheduled to work in their classification because of lack of an opening, the Employer shall assign Class "A" Seniority employees to work as Ushers before scheduling other employees. Employees on the Stadium Seniority "A" List shall be scheduled first followed by those employees on the Arena "A" Seniority List as of October 1983, who have optioned to work at the Stadium. All other vacancies shall be filled from the Stadium "B" Seniority List.

Section 3. The Employer agrees to post a Classification Seniority List by January 31st of each year listing the names and hiring dates of those that qualified during the previous calendar year. This list shall be conspicuously displayed in the work area for the information of the employees.

Section 4. Nothing in this Article shall prevent Stadium employees from working in the Arena subject to Article 6A (Arena Seniority).

Section 5. Employees on a Classification Seniority List in the Stadium Admissions Department shall have the right to apply in writing for a permanent transfer to the Arena. When such new openings or vacancies are available, permanent employees will be given first opportunity on the basis of seniority, provided they possess the necessary skill, ability

and qualifications to perform the job. Employees selected for permanent transfers shall be given a sixty (60) day trial period. Employees who do not fulfill the job duties satisfactorily during the trial period shall be transferred back to their former position on the Stadium Classification Seniority List. The Employer's decision on the employees qualifications during the trial period shall not be subject to the Arbitration provision of this Agreement.

Section 6. Seniority for Stadium "A" List employees shall cease under the following conditions:

- A. When an employee quits or resigns his position.
- B. When an employee is discharged for just cause.
- C. When an employee has a third (3rd) unexcused lateness in a contract year, in such case the employment shall terminate.
- D. When an employee has a third (3rd) unexcused absence in a contract year, in such case the employment shall terminate.
- E. When an employee does not work ninety (90) percent of the events for which the employee had been scheduled during the previous calendar year.

ARTICLE 6A.

ARENA SENIORITY

Effective January 1, 1984, the following form of seniority and work commitment will exist at the Brendan Byrne Arena:

Section 1 (a). The "A" Seniority List shall consist of those employees who during the 1983 year have maintained a four (4) event commitment as agreed to in the agreement dated April 3, 1981.

Section 1 (b). To maintain Class "A" status after January 1, 1984, employees must work eighty percent (80%) of all their scheduled events in a year. (Week day Matinee events are excluded).

Section 1 (c). Employees must work at least fifty percent (50%) of all scheduled events, excluding week day matinees and trade shows, to qualify and remain on the "A" Seniority List.

Section 2 (a). The "B" Call List shall be comprised of those employees who work part-time in the Admissions Department.

Section 2 (b). Employees must work fifty percent (50%) of their scheduled events to remain on the "B" Call List.

Section 3 (a). Employees on the "A" List who option for the "B" List shall go to the bottom of that List.

Section 3 (b). Employees on the "B" List shall be given first opportunity to fill vacancies on the "A" List. Vacancies that are not filled from the "B" List shall be filled by employees from the Stadium Seniority List before new employees are hired from outside the Admissions Department.

Section 4. Employees on the Arena "A" Seniority List as of October 1983, and who have agreed to work Stadium events shall continue to have an opportunity to work Stadium events as follows:

1. Providing all Stadium employees on the "A" Seniority List have been scheduled to work.

2. Providing they are not scheduled or requested to work an Arena event, which shall conflict with a Stadium event.
3. Providing working at the Stadium does not create an overtime situation.

Section 5 (a). In determining which employee shall be scheduled, seniority in the classification shall be the primary factor. The employee with the most time of employment in their classification shall be scheduled before an employee with less time in that classification.

Section 6. The Employer agrees to post a Classification Seniority List by January 31st of each year listing the names and hiring dates of those that qualified during the previous calendar year. This list shall be conspicuously displayed in the work area for the information of the employees.

Section 7. Seniority for the Arena "A" List shall cease under the following conditions:

- A. When an employee quits or resigns his position.
- B. When an employee is discharged for just cause.
- C. When an employee is a "no show" (does not come to work or call) for three (3) events for which they are scheduled.
- D. When the employee does not work eighty (80) percent of the events for which the employee had been scheduled during the previous calendar year.

ARTICLE 7.

TRANSFERS

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

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

ARTICLE 8.

SAFETY AND HEALTH

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

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

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

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

Section 5. Uniforms: It is understood that the employees shall be required to wear a designated uniform during all hours working in the presence of the public. The Employer shall supply the said required uniform and the employee will be responsible for the safe-keeping of the uniform during events, and during non-event periods for uniforms that are lost or stolen, the employee will be responsible to replace the said uniform. The Employer shall provide three (3) uniforms to each full-time Arena Seniority employee.

Section 6. It is the employee's responsibility to know and obey all safety rules which have been published by the Employer and distributed to the employees.

Section 7. It is the employee's responsibility to be familiar with the Standard Operating Procedures for the Stadium and/or Arena and the Work Rules and Standards for the Stadium and Arena Admissions Departments which are given to the employees at the time they are employed.

ARTICLE 9.

VISITATION

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

Section 2. The Employer agrees to make available to the representatives of the Union, upon reasonable cause shown and at a reasonable time, the time cards or pay checks of any employee governed by this Agreement. The Employer agrees to furnish to his employees each week at the time of the payment of the wages earned, a payroll stub setting forth the name of the employee, number of hours worked on straight time, the rate per hour, the total of same, the number of hours worked overtime, the rate per hour and the total of same, and the entire amount of the wages earned, which are enclosed in such payroll envelope.

Section 3. Effective August 1, 1984, the basic hourly wage rate for all employees covered by the terms of this Agreement shall be \$6.65 per hour.

Section 4. Effective August 1, 1985, the basic hourly wage rate for all employees covered by the terms of this Agreement shall be \$7.05 per hour.

ARTICLE 11.

PRODUCTION EFFICIENCY

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

ARTICLE 12.

DISCHARGES

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

Section 2. The Employer agrees to notify the Chief Steward and/or the Union of the discharge or suspension of any employee on the Seniority List at the end of the event or at the start of the next event when the discharge or suspension occurs between events.

ARTICLE 13.

SHOP STEWARD

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

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

Section 3. The Union will, in writing, keep the Employer abreast of the name of its appointed Chief Steward and Assistant Stewards.

ARTICLE 14.

GRIEVANCE PROCEDURE

Section 1. For the purpose of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement, the parties adopt the following procedures which shall be kept as informal as may be appropriate. A grievance may be raised by an employee, group of employees or by the Union on behalf of an employee(s).

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

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

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

Section 2.

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

grievance occurred or twenty-four (24) hours of the start of the next event after the date on which the grievant should reasonably have known of its occurrence. The grievance shall be presented to the employee's immediate supervisor. After full disclosure of the facts surrounding the event being grieved, the immediate supervisor must make every reasonable effort to reach a satisfactory settlement with the grievant. The immediate supervisor shall render a decision in writing within three (3) calendar days of his receipt of the grievance to the Union's business agent.

B. Step Two: In the event the grievance is not resolved at Step One, the grievance shall be submitted to the grievant's department head within ten (10) calendar days. The department head shall thereupon render his decision in writing within five (5) calendar days of his receipt of the matter.

C. Step Three: In the event the grievance is not resolved at Step Two, the matter and all reports shall be submitted to the Director of Labor Relations of the Employer within ten (10) 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: If the grievance is not settled through the preceding steps, the parties may mutually agree within five (5) days to select an arbitrator or either party may refer the matter to the New Jersey State Board of Mediation within fourteen (14) calendar days after the receipt of determination of the Step Three proceedings. The arbitrator shall be selected in accordance with the rules of 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.

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

Section 3. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance procedure. A failure to respond at any step within the provided time limits shall be deemed a denial and the other party may proceed to the next step.

ARTICLE 15.

MILITARY SERVICE

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

ARTICLE 16.

MISCELLANEOUS WORKING CONDITIONS

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

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

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

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

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

Section 6. All consultations regarding grievances, arbitration and interpretation of this contract shall take place on the Employer's time provided they are held on the Employer's premises, unless mutually agreed otherwise. The Union Committee for this purpose shall not exceed three (3) members.

Section 7. All Stadium employees will be excused from working an event upon at least one hundred twenty (120) hours notice to the Employer.

Section 8. All Arena employees will be excused from working an event upon at least seventy-two (72) hours notice to the Employer given prior to the posted On Post Time.

Section 9. The Employer shall give a minimum of twenty-four (24) hours notice to all employees if the employee is not to work after their name has been posted on the work schedule.

Section 10. Employees handling money or tickets in the Admissions Department shall be fully accountable to the Employer for any loss or shortage therein, except when such loss or shortage is caused by:

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

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

ARTICLE 17.

SUB-CONTRACTING

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

ARTICLE 18.

LEAVE OF ABSENCE

All applications for Leave of Absence will be submitted in writing to the Employer and the Union. Employees may be entitled to a Leave of Absence without pay upon the approval of the Employer for a period not exceeding six (6) months for urgent personal affairs and such leaves shall not be unreasonably denied. Employees shall be entitled to a Leave of Absence for up to nine (9) months for health and medical reasons if verified by a doctor's certificate. Employees on an approved Leave of Absence shall continue to accumulate seniority for a period not to exceed the approved Leave of Absence. Any employee absent on such leave who engages in other employment or who fails to report for work on the expiration of his or her leave, shall be considered as having quit. The parties may agree to grant an employee on leave as aforesaid, a further extension of time by mutual consent between the Employer and the Union.

Employees may be required to produce verification of illness upon request by the Employer and such verification shall be subject to the concurrence of the Employer's Medical Director.

ARTICLE 19.

NO STRIKE AGREEMENT

During the terms of this Agreement the parties agree that neither the Union nor any of its agents, nor any employee representative by it, will engage in or support any strike, work stoppage, slow-down, or any job action.

ARTICLE 20.

NON-DISCRIMINATION

The provision of this Agreement shall be applied equally to all employees. The Employer and the Union agree there shall not be any discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or union membership.

The Union also recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all employees in the unit without discrimination.

Notwithstanding any other provisions in this Agreement, the Union recognizes the Employer's obligation to comply with the Public Laws of 1975, Chapter 127.

ARTICLE 21.
MANAGEMENT RIGHTS

Section 1. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but not without limiting and generality of the foregoing, the following rights:

- (a) To the executive, management and administrative control of the Authority and its properties and facilities, and the activities of its employees.
- (b) To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or positions and assignments, and to promote and transfer employees, and direct and control its working force and personnel, to determine the number of employees it deems essential to fill the various jobs, posts, assignments, tours and positions required to efficiently and economically maintain its operations and services.
- (c) To suspend, demote, discharge or take other disciplinary action for just cause as set forth herein and providing same is not contrary to the provisions of this Agreement.
- (d) To determine, promulgate and enforce reasonable rules and regulations governing the conduct and activities of employees in accordance with the terms of this Agreement.
- (e) The Employer shall continue at all times to be the sole judge as to the work which may be required to be performed,

and as to whether the work is or is not satisfactory and should be continued.

Section 2. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Employer, the adoption of rules and regulations and furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE 22.

RULES AND REGULATIONS

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

ARTICLE 23.

VALIDITY OF CONTRACT

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

ARTICLE 24.

VACATIONS

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

Section 1 (a). Regular full-time employees employed one (1) year but less than two (2) years shall be entitled to one (1) day of paid vacation for each three hundred (300) hours paid up to a maximum of five (5) days per year.

Section 1 (b). Regular full-time employees employed two (2) years or longer shall be entitled to two (2) days of paid vacation for each three hundred (300) hours paid up to a maximum of ten (10) days per year.

Section 1 (c). Regular full-time employees employed five (5) years or longer shall be entitled to three (3) days of paid vacation for each three hundred (300) hours paid up to a maximum of fifteen (15) days per year.

Section 2. The final right in determination of the vacation period of an employee is exclusively reserved to the Employer in order to insure continuous and maximum production. However, vacations 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. Employees may have the option of taking separate weekly vacations.

Section 3. Vacation 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 a regular full-time employee is laid off because of lack of work before 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 (1/12th) for each month or part of each month worked. In the event that a laid-off regular full-time 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.

Section 5. Employees may utilize vacation days one (1) at a time, however, days off shall not be used to compute weekly overtime. Employees who utilize single vacation days shall notify the Employer one (1) week in advance of their intention to do so.

Section 6. For purposes of this entire Agreement and this specific Article, regular full-time employees are defined as those employees normally scheduled to work a forty (40) hour work week with all other employees being classified as part-time employees.

ARTICLE 25.

HOLIDAYS

Section 1. The Employer agrees to allow to all of the regular full-time employees in the bargaining unit thirteen (13) holidays with pay for eight (8) hours at the employees regular hourly rate, although no work is performed on such days, provided these 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 year shall be determined by the Authority in each December of the preceding year.

Section 2. Regular full-time employees who work on any of the thirteen (13) 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.

Section 2 (a). Part-time employees who work on any of the thirteen (13) official holidays will be compensated for such work at one and one half (1.5) times their basic hourly pay rate only for such work.

Section 3. Regular full-time employees who work their regular scheduled work day preceding and their regular scheduled work day following a holiday, or report 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 they are not able to work, or are not put to work when they are fit to work, they shall be paid straight time for the holiday.

Section 4. If a holiday falls within the vacation period of an employee, the employee shall receive pay for same as herein provided.

Section 5. Regular full-time employees given notice to work on a holiday and who does not report for work, will not be entitled to receive payment for said holiday.

Section 6. For purposes of this entire Agreement and this specific Article, regular full-time employees are defined as those employees normally scheduled to work a forty (40) hour work week with all other employees being classified as part-time employees.

ARTICLE 26.

WELFARE PLAN

Section 1. Effective on the regular full-time employees thirty first (31st) day of employment or July 31, 1983, whichever is later, the Employer agrees to contribute to Local 734 Welfare Plan the sum of twenty-nine dollars (\$29.00) per week for each regular full-time employee in the bargaining unit with dependents, and twenty-six dollars and twenty cents (\$26.20) per week for each regular full-time employee in the bargaining unit without dependents. Such weekly payments shall be made for any regular full-time employee covered by the terms of this Agreement and who has been employed any part of the week. Such Fund is to be administered in accordance with the current trust agreement by an equal number of Employer and Employee Trustees.

Section 2. The Employer further agrees to increase his weekly contribution per regular full-time employee to the amount listed below on the following dates:

Effective January 1, 1984, weekly contribution to be:	<u>Family</u> \$30.00	<u>Single</u> \$27.20
Effective January 1, 1985, weekly contribution to be:	\$31.00	\$28.20

Section 3. The Trustees are empowered to amend the trust agreement in accordance with its provisions, to administer the Welfare Plan, to amend the same, to set aside and maintain a reserve fund, to establish an office for the processing of all benefit claims, and to expend money for administration expenses. The Trust Fund shall provide and maintain through policies of insurance or through direct payment and self insurance group life, hospitalization, accident, health and medical benefits, or any such insurance or benefits as may be determined by the Trustees for the benefit of employees as defined by the Trustees and if so determined by the Trustees, to the dependents of such employees. No

Employer or employee covered by this Agreement, or the Union, shall have any right, title or vested interest or claim against any of said funds. The Employer hereby agrees to permit an authorized representative of the Local 734 Welfare Fund to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to said Fund.

Section 4. In the case of failure of an Employer to file appropriate contribution reports, the Trustees shall have the right to select the highest number of employees appearing on any previous report in computing the amount due the Fund with respect to an Employer who has failed to file reports and make contributions as required hereunder.

Section 5. Upon the failure of an Employer to make payment of contributions to the Welfare Fund as provided for herein, then the Trustees of the Welfare Fund may institute suit in the name of the Fund against such Employer to compel the making of such contributions and to recover all of the arrearages which may be due; and in such case, the actual court costs plus twenty percent (20%) attorneys' fees, shall be paid by the Employer to the Fund once suit has been instituted. In the event suit is instituted and a Default Judgement is entered, then the Employer hereby agrees that if no evidence has been introduced as to the number of employees involved, the Fund may have Judgement entered based upon the highest number of employees reported upon by the Employer on any report filed by him during the one (1) year period preceding the institute of court action.

Section 6. For purposes of this entire Agreement and this specific Article, regular full-time employees are defined as those employees normally scheduled to work a forty (40) hour work week with all other employees being classified as part-time employees.

ARTICLE 27.

PENSION FUND

Section 1 (a). The Employer agrees to contribute thirty-two cents (32¢) to Local 734 Pension Fund for all hours paid each week to regular full-time employees who are members of the bargaining unit until a maximum of 2,080 hours are paid in any calendar year. Such Fund is to be administered in accordance with the terms and conditions of the Trust Agreement.

Section 1 (b). Effective January 1, 1985, the Employer agrees to contribute to Local 734 Pension Fund an additional ten cents (10¢) per hour for a total of forty-two cents (42¢) per hour on behalf of all regular full-time employees covered by this Agreement, for all hours as provided in Section 1 (a). above.

Section 2. The Trustees, are empowered to amend the Trust Agreement, in accordance with its provisions, to administer the Pension Fund, to amend the same, to set aside and maintain a reserve fund, to establish an office for the processing of all benefit claims, and to expend money for administration expenses. No Employer or employee covered by this Agreement, or the Union, shall have any right, title or vested interest or claim against any of said funds. The Employer hereby agrees to permit an authorized representative of Local 734 Pension Fund to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to said Fund.

Section 3. In the case of failure of an Employer to file appropriate contribution reports, the Trustees shall have the right to select the highest number of employees appearing on any previous report in computing the amount due the Fund with respect to an Employer who has failed to file reports and make contributions as required

hereunder, which amount shall be deemed due unless Employer submits records to the contrary.

Section 4. Upon the failure of an Employer to make payment of contributions to the Pension Fund as provided for herein, then the Trustees of the Pension Fund may institute suit in the name of the Fund against such Employer to compel the making of such contributions and to recover all of the arrearages which may be due; and in such case, the actual court costs plus twenty percent (20%) attorneys' fees; shall be paid by the Employer to the Fund once suit has been instituted. In the event suit is instituted and a Default Judgement is entered, then the Employer hereby agrees that if no evidence has been introduced as to the number of employees involved, the Fund may have judgement entered based upon the average number of employees reported upon by the Employer on any report filed by him during the one (1) year period preceding the institution of court action.

Section 5. For purposes of this entire Agreement and this specific Article, regular full-time employees are defined as those employees normally scheduled to work a forty (40) hour work week with all other employees being classified as part-time employees.

ARTICLE 28.

SICK DAYS, BEREAVEMENT AND JURY DUTY PAY

Section 1. All regular full-time employees who have passed their probationary period, shall be entitled to one (1) paid sick day for each four (4) months of employment until the employee accumulates one (1) year of service. Once a regular full-time employee passes their first anniversary date of hire shall be entitled to use the balance of the three (3) paid sick days allowed in each contract year, at anytime.

Section 2. Any employee entitled to paid sick leave who has not used same shall be compensated for the unused days within two (2) weeks after the anniversary date of the contract. The rate paid for the unused days shall be the rate in effect during the contract year in which they were earned.

Section 3. In no event shall an employee be entitled to more than three (3) paid sick days during any contract year.

Section 4. The Employer agrees that all regular full-time employees having passed one year of employment, and who shall suffer the loss by death of father, mother, spouse, children, brother, sister, grandparent or parent-in-law of said employee, shall be granted up to three (3) days off with pay namely the day of the funeral and the two (2) days immediately preceding, provided said days are scheduled work days and provided the employee attends the funeral of the deceased. Regular full-time employees shall be granted one (1) day off with pay in the event of death of employee's son or daughter-in-law, or brother or sister-in-law, provided said day is a scheduled work day, and provided the employee attends the funeral of the deceased.

ARTICLE 29.

DURATION OF AGREEMENT

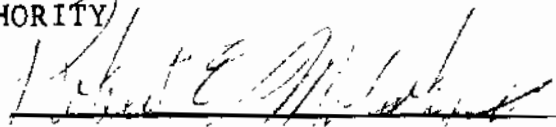
THIS AGREEMENT shall become effective on the Date of Execution hereof, and shall continue in full force and effect until its expiration date on the 31st day of July 1986. The Agreement shall be automatically renewed from year to year thereafter unless either party gives notice in writing to the other at least sixty (60) days prior to the expiration date of this Agreement, or the expiration date of any renewal period, of its intention to change, modify, or terminate this Agreement. Where such notice is given, then the parties shall endeavor during said sixty (60) day period, or for a longer period of time, at the option of the Union, negotiate for a new agreement.

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

COMMITTEE

NEW JERSEY SPORTS AND EXPOSITION
AUTHORITY

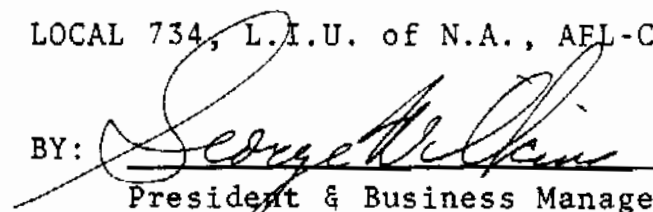
BY:



Commissioner
and
Chief Executive Officer

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

BY:



President & Business Manager