

COLLECTIVE BARGAINING AGREEMENT

Contract no. 1316

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNIONS NO. 68, 68A, 68B

DECEMBER 1, 1988 THRU NOVEMBER 30, 1991

*INSTITUTE OF MANAGEMENT
AUG 29 1989
RUTGERS UNIVERSITY*

INDEX

		PAGE(S)	#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
HOURS OF WORK & OVERTIME	ART #3	"	#8-9
VACATIONS	ART #4	"	#10-11
HOLIDAYS & SICK DAYS	ART #5	"	#12-13
FORCE REDUCTION	ART #6	"	#14
SENIORITY	ART #7	"	#15-16
EMERGENCY TRANSFERS	ART #8	"	#17
SAFETY & HEALTH	ART #9	"	#18
VISITATION	ART #10	"	#19
WAGES	ART #11	"	#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
BENEFIT PLANS	ART #17	"	#28-29
MISCELLANEOUS WORKING CONDITIONS	ART #18	"	#30-31-32
CERTIFICATES OF IDENTIFICATION	ART #19	"	#33
SUBCONTRACTING	ART #20	"	#34
LEAVE OF ABSENCE	ART #21	"	#35
NO STRIKE AGREEMENT	ART #22	"	#36
NON-DISCRIMINATION	ART #23	"	#37
MANAGEMENT RIGHTS	ART #24	"	#38-39
RULES AND REGULATIONS	ART #25	"	#40
VALIDITY OF CONTRACT	ART #26	"	#41
JURISDICTIONAL QUESTIONS	ART #27	"	#42
DURATION OF AGREEMENT	ART #28	"	#43

THIS AGREEMENT made this *31st* day of *March 1992*
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 INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL
UNION NOS. 68, 68A, 68B, with its principal place of business at 11
Fairfield Place, West Caldwell, NJ 07006, hereinafter referred to as
the "UNION", party of the second part.

WITNESSETH:

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

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

ARTICLE 1.

UNION RECOGNITION

Section 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative for all HVAC Mechanics employed by the Employer in its Maintenance Department, excluding watchmen, guards, professional employees and supervisors, for the purpose of collective negotiations.

ARTICLE 2.

UNION SECURITY

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

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

Section 2 (b). It is agreed that at time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty (30) days thereafter or pay to the Local Union a representation fee.

ARTICLE 2A.

CHECK OFF OF UNION FEES AND REPRESENTATION FEE

Section 1 (a). The Employer hereby agrees to deduct from the wages of employees by means of a check-off, those 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.

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 fees. 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 January 1, to December 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 representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at eighty-five (85%) percent of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

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

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

- (a) ten (10) days after receipt of the aforesaid list by the Employer; or
- (b) thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position, and continued

in the employ of the Employer in a non- bargaining unit position or was on layoff, in which event, the deductions will begin with the first (1st) paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

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

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

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

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

Section 7. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the Union, a list of all employees who began their employment in

a bargaining unit position during the preceding thirty (30) day period. The list will include (alphabetically) names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

Section 8. Local 68, International Union of Operating Engineers, shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5. 5(c) and 5.6, and membership in Local 68, International Union of Operating Engineers, shall be available to all employees in the unit on an equal basis at all times. In the event Local 68, International Union of Operating Engineers fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deduction.

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 employees regular hourly rate. There shall be no pyramiding of overtime.

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.

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

Section 7. Employees called back to work on an emergency basis shall receive a minimum of four (4) hours pay at a time and one-half (1.5) rate.

Section 8. Overtime shall be equally distributed among all employees by rotation according to seniority within an employee's work unit.

Section 9. An employee may refuse non-emergency overtime provided the shift being refused is properly covered by a qualified employee in either work unit. However, no employee may work in excess of sixteen (16) consecutive hours except in an emergency situation and/or without the advance approval of the Employer.

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) Employees employed more than ten (10) full 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 for five (5) or more days shall be paid prior to the employee's vacation period. Employees may defer one (1) week of earned vacation to the next following year but must use that deferred week in that next following year.

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

lack of work before his vacation period, he shall be compensated for any accrued vacation time that may be due to him in accordance with the above schedule, based on one twelfth (1/12) for each month or part of each month worked. In the event that a laid-off employee is called back to work before the vacation period starts, at the time of 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 (13) annual 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 an unpaid leave of absence shall not be entitled to holiday pay. The thirteen (13) official holidays for each labor contract year shall be determined by the Authority in each December of the preceding year.

Section 2. All employees who work on any of the thirteen (13) official holidays referred to above will be compensated for such work at two (2) times their normal straight time rate of pay which shall include the holiday pay. An employee who works a full shift on a holiday may defer receipt of holiday pay and take a substitute day off at straight time during the same labor contract year, provided that in doing so, no overtime is generated within the work unit.

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 holiday will be taken at a later date at straight time pay.

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

Section 6. Regular employees shall be entitled to three (3) sick days with pay at the employee's regular hourly rate each labor contract year. Sick days shall not be accumulated; must be taken on a regularly scheduled work day and shall be considered as a day worked for overtime entitlement purposes only. Any sick days earned but unused at the end of a calendar year may be cashed out within 30 days at the pay rate prevailing on the November 30th of the year during which such days were earned.

Section 7. For the purpose of this Article and this entire Agreement, a regular employee shall be defined as an employee who has not been employed for a specific period of time or for a specific work assignment.

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 thirty (30) days of employment for all new employees will be considered a probationary period and, if an employee proves unsatisfactory, he may be terminated at the discretion of the Employer during such period without appeal by the Union.

Section 2. All employees of the Employer, excluding those employees hired temporarily for a specific period of time or for a specific work assignment 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 "HVAC Mechanic's Master 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 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.

Section 5. Separate facility seniority lists shall be maintained solely for the purpose of equalizing overtime.

ARTICLE 8.

EMERGENCY 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 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 timely correction. Upon the 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. Uniforms It is understood that some 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 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 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 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 as set forth in the following Wage Schedule:

<u>Classification</u>	<u>Hourly Rate</u>	<u>Hourly Rate</u>	<u>Hourly Rate</u>
	<u>12/1/88</u>	<u>12/1/89</u> <i>9/90</i>	<u>12/1/90</u>
Mechanic	\$15.81	\$16.29 <i>15.79</i>	\$17.04 <i>16.74</i>
Asst. Foreman	\$16.60	\$17.10 <i>16.80</i>	\$17.89 <i>17.59</i> ARR
Foreman	\$17.07	\$17.59 <i>17.29</i>	\$18.40 <i>18.10</i>

The above Assistant Foreman and Foreman's pay rates reflect pay rates that are five percent (5%) and eight percent (8%) higher respectively than the above Mechanic's pay rate.

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.

ARTICLE 14.

SHOP STEWARD

Section 1. The Union may appoint one (1) of their accredited members to act as shop steward for all facilities and two (2) of their accredited members to act as assistant shop stewards for the Racetrack and Arena/Stadium units respectively. It shall be their duty to receive complaints and dispose of them in the manner provided under the Grievance Procedure. The shop steward/s 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/s will, to the best of their ability, comply with the terms, provisions and intention of this Agreement and, to that end, will cooperate with the Employer to the fullest extent. It is understood and agreed, however, that the shop steward/s 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 steward and then the present assistant shop steward for the Arena/Stadium unit will be the last men to be laid off, regardless of seniority rating, and shall be subject to all other provisions of this Agreement. It is further agreed that the shop steward/s shall be working members of the work force and shall not necessarily be entitled to work whenever one or more of the employees in their bargaining unit are assigned to work.

Section 2. Neither the shop steward, assistant shop stewards, foremen or sub-foremen shall be discriminated against because of the performance of their duties.

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 interests of the grievant and the Union.

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

A. STEP ONE

An employee with a grievance shall within five (5) calendar days of the occurrence of the event being grieved present the same, in writing, to his immediate supervisor. After

full 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 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 and in cases involving an employee discharge, the arbitrator shall render a decision within ten (10) days of the final arbitration hearing date.
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 offered reemployment 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, 1988, the Employer shall contribute to the Local 68 Engineer's Welfare Fund two dollars (\$2.00) per hour for each hour worked up to a maximum of two thousand eighty (2080) hours per labor contract year for each employee covered by this Agreement.

Effective December 1, 1989, the Employer's contribution shall be increased to two dollars and fifty cents (\$2.50) per hour for each hour worked up to a maximum of two thousand eighty (2080) hours per contract year for each employee covered by this Agreement.

Effective September 1, 1990, the Employer's contribution shall be increased to two dollars and seventy-five (\$2.75) per hour for each hour worked up to a maximum of two thousand eighty (2080) hours per contract year for each employee covered by this Agreement.

Effective September 1, 1991, the Employer's contribution shall be increased to three dollars (\$3.00) per hour for each hour worked up to a maximum of two thousand eighty (2080) hours per labor contract year for each employee covered by this Agreement.

Section 2. Effective December 1, 1990, the Employer shall contribute to the Local 68 Engineer's Pension Fund one dollar and five cents (\$1.05) per hour for each hour worked up to a maximum of two thousand eighty (2080) hours per labor contract year for each employee covered by this Agreement.

Effective September 1, 1991, the Employer's contribution shall be increased to one dollar and twenty-five cents (\$1.25) per hour for each hour worked up to a maximum of two thousand eighty (2080) hours per labor contract year for each employee covered by this Agreement.

Section 3. The Employer shall contribute to the Local 68 Engineer's Annuity Fund on behalf of each employee covered by this Agreement, the sum of \$2.15 per hour for each straight time hour paid; \$3.225 per hour for each overtime hour paid and \$4.30 per hour for each holiday hour paid and actually worked by each employee covered by this Agreement.

Effective September 1, 1990, add thirty cents (\$.30) to the then existing rate for a total of \$2.45 per hour for each straight time hour paid; \$3.68 per hour for each overtime hour paid and \$4.90 per hour for each holiday hour paid and actually worked by each employee covered by this Agreement.

Section 4. The Employer shall contribute to the Local 68 Engineer's Educational Fund ten (10) cents per hour for each hour worked up to a maximum of two thousand eighty (2080) hours per labor contract year for each employee covered by this Agreement.

Section 5. 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 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.

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

Section 4. After thirty (30) days of employment, the Employer agrees that all regular employees who complete their probationary period, and who suffer the loss by death of father, mother, spouse, children, brother, sister, 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. Regular employees shall be granted one (1) day off with pay to attend the funeral services of a brother-in-law, sister-in-law, son-in-law or daughter-in-law.

Section 5. After thirty (30) days of employment all regular employees, after passing their probationary period, who are called to the State or Federal jury duty for any day during their regularly scheduled work week, shall receive the difference between the jury duty 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. 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 7. 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 in the classification required shall be assigned the least desirable shifts.
3. Senior employees shall have the right to displace a less senior employee in the same classification once every twelve (12) months. The honoring of such requests shall not be withheld for a period in excess of thirty (30) days unless the parties agree to a longer period.

Section 8. 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 9. 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 board and actual notices are approved by the Employer.

Section 10. 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 11. For purposes of this Agreement, a regular employee is an employee who has completed his probationary period of employment and who has not been hired for a specified period of time.

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

Section 1. The Employer agrees to meet with the Union to discuss all incidences of contracting and subcontracting whenever said contracting or subcontracting is done for fiscal or economic reasons and whenever it becomes apparent that a layoff or job displacement will result.

Section 2. For purposes of this Agreement, maintenance work shall include the repair or modification of existing facilities, which does not substantially change or increase the size, type or extent of such facility.

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 leave 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 request for a leave of absence.

Section 3. An employee must give the Employer a minimum of seven (7) days advance notice of the employee's return from a leave of absence.

ARTICLE 22.

NO STRIKE AGREEMENT

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

Section 2. In the event the Employer enters into an agreement with any other collective negotiations representative dealing with maintenance employees of the New Jersey Sports and Exposition Authority, which agreement contains any terms and conditions of employment relating to the rate and standard for premium payments for work performed such as holiday pay, sick leave, jury duty, death in 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 negotiate to obtain such improvement in the items set forth above as may be contained in any other Agreement.

ARTICLE 23.

NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees. The Employer and the Union agree there shall not be any discrimination as to age, sex, 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.

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 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 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.

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 28.

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 30th day of November, 1991.

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.

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL UNION NO. 68,68A,68B

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

Frederic J. DiCicco
Business Manager

BY Robert E. Mulcahy
President
and
Chief Executive Officer

Thomas J. [Signature]
President

Thomas J. [Signature]
Recording Secretary

Thomas J. [Signature]
Business Representative