

COLLECTIVE BARGAINING AGREEMENT  
 NEW JERSEY SPORTS AND EXPOSITION AUTHORITY  
 AND  
 TEAMSTERS LOCAL UNION NO. 560  
DECEMBER 1, 2020 THROUGH NOVEMBER 30, 2023

INDEX

	PAGE(S) #2
INTRODUCTION	
UNION RECOGNITION	ART #1 " #3
CHECK-OFF	ART #2 " #4-5
HOURS OF WORK & OVERTIME	ART #3 " #6-7
VACATIONS	ART #4 " #8-10
HOLIDAYS AND SICK DAYS	ART #5 " #11-12
FORCE REDUCTION	ART #6 " #13
SENIORITY	ART #7 " #14-15
EMERGENCY ASSIGNMENTS	ART #8 " #16
SAFETY & HEALTH	ART #9 " #17
VISITATION	ART #10 " #18
WAGES	ART #11 " #19
PRODUCTION EFFICIENCY	ART #12 " #20
DISCHARGES AND DISCIPLINE	ART #13 " #21
SHOP STEWARDS	ART #14 " #22
GRIEVANCE PROCEDURE	ART #15 " #23-25
MILITARY SERVICE	ART #16 " #26
BENEFIT PLANS	ART #17 " #27
MISCELLANEOUS WORKING CONDITIONS	ART #18 " #28-29
CERTIFICATES OF IDENTIFICATION	ART #19 " #30
SUBCONTRACTING	ART #20 " #31
LEAVE OF ABSENCE	ART #21 " #32
NO STRIKE AGREEMENT	ART #22 " #33
NON-DISCRIMINATION	ART #23 " #34
MANAGEMENT RIGHTS	ART #24 " #35
RULES AND REGULATIONS	ART #25 " #36
VALIDITY OF CONTRACT	ART #26 " #37
COMPLETE AGREEMENT	ART #27 " #38
DURATION OF AGREEMENT	ART #28 " #39

**THIS AGREEMENT**, made this November \_\_ 2021, by and between **NEW JERSEY SPORTS AND EXPOSITION AUTHORITY**, a body politic and corporate of the State of New Jersey, with headquarters at Lyndhurst, New Jersey, party of the first part, hereinafter designated as the "**EMPLOYER**", and **LOCAL UNION NO. 560, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS**, with its principal place of business at 707 Summit Avenue, Union City, New Jersey 07087 hereinafter referred to as the "**UNION**", party of the second part.

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

**WHEREAS**, commencing upon the Date of Execution of this Agreement, retroactivity shall only apply as to the provisions regarding employee wages and Employer contributions for the specified periods.

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

ARTICLE 1.  
UNION RECOGNITION

Section 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive and authorized collective bargaining representative for all Authority employees who are engaged in the operation of Authority owned or leased tractors, water trucks, valet trucks, buses and trams, dump, flatbed and rack trucks, gang mower pulled by tractors, people ambulances at the East Rutherford Sports Complex on a part-time basis, as further provided in Article 3, Section 5, pick-up and step vans when such vehicles are used to haul materials and trash only, rollers pulled by tractors, stadium turf water remover, stadium turf sweeper, fork lift trucks (at the discretion of the Employer), non-hydraulic boom trucks under 45 feet in height and other such equipment as may be designated from time to time by the Employer, in writing, and the driving of vehicles to locations for repair and for vehicles MVC inspections and registrations, but excluding watchmen, guards, professional employees and supervisors for the purpose of collective negotiations.

Section 2. Gators and golf carts only fall within the jurisdiction of Local 560 when such vehicles are used to haul materials. This work is to be performed incidental by the current Local 560 employee on active staff, and if the work involves six (6) or more hours of continuous work, by an additional Local 560 employee. The Employer has the right, at its option, to assign a gator golf cart for the driving of personal.

ARTICLE 2.

CHECK-OFF

Section 1. The Employer hereby agrees to deduct from the wages of employees by means of a check-off those dues uniformly required by the Union pursuant to the provisions of N.J.S.A. 52:14-15.9e, provided each employee provides an authorization for dues deduction in writing and in proper form to the Human Resources Department. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees all sums as may be deducted by law. Such deductions shall be made from the first salary paid to each employee during the month.

Section 2. Prior to the beginning of each contract 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 contract year if it has changed from the previous year. 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 within thirty (30) days when unit employees are discharged. Employees shall notify the Union if they are granted any leaves of absence, are absent due to illness, injury, vacation, or leave the employ of the Employer for any reason whatsoever, when submitting the dues deduction list to the Union office each month.

Section 4. The authorization for dues deduction shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. In order to withdraw from a dues authorization, an employee must submit a written request to withdraw from his/her dues authorization to the Human Resources Department within ten (10) days following each anniversary date of his/her employment. Once the Employer receives the request, it will notify the Union within five (5) business

days. The properly filed withdrawal will become effective on the 30<sup>th</sup> day following the anniversary date of his/her employment.

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 at the rate of one and one-half (1½) times the employee's regular hourly rate.

Section 3. The work week shall extend from Monday through Sunday, inclusive of both days. The weekly work schedule shall be arranged to provide employees with two (2) consecutive days off per week, except that, when the Employer in its discretion determines that there is a need for an employee to work on either or both of his scheduled days off, the employee shall be required to work the days required by the Employer provided that reasonable notice is given to the affected employee. No employee shall be required to work more than eight (8) consecutive work days during a fourteen (14) day work period.

Section 4. Employees scheduled on eight and one-half (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. Part-time Local 560 employees who are certified as EMTs that drive Authority owned ambulances on the Sports Complex shall receive a minimum of 16 hours work per week, but not to exceed 32 hours per week. The Authority agrees to maintain a minimum of four (4) part-time EMT certified driver positions available for the Local 560 bargaining unit, subject to Article 7, Section 3. Any additional increase in headcount is at the sole discretion of the Employer.

Section 6. 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 7. Employees required by the Employer to report for work prior to their regular weekly starting time for that week shall be paid overtime for the hours worked prior to said starting time provided the employee works his full regular shift that day. The foregoing shall apply only to those employees who are regularly assigned to racetrack-related duties.

Section 8. Overtime shall be distributed among all employees according to seniority at the Sports Complex.

Section 9. All employees shall receive credit toward weekly overtime entitlement for all hours paid but not worked (holiday, sick, jury, bereavement, vacation pay).

Section 10. There shall be a minimum call of four (4) hours at the overtime rate for certain event related to work at the Arena.

Section 11. All employees shall be paid on a bi-weekly basis.

ARTICLE 4.

VACATIONS

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

(a) Regular full-time employees will earn vacation for their initial calendar year of employment as follows:

- Hired before July 1 – 80 hours paid vacation
- Hired July 1 – August 31 – 32 hours paid vacation
- Hired September 1 – October 31 – 24 hours paid vacation
- Hired November 1 – November 30 – 16 hours paid vacation
- Hired December 1 – December 31 – 8 hours paid vacation.

(b) Following the employee's initial year of employment, at the beginning of the next year, all regular full-time employees employed less than five (5) years shall receive eighty (80) hours paid vacation.

(c) Regular full-time employees employed five (5) full years but less than 10 full years shall receive one hundred twenty (120) hours paid vacation.

(d) Regular full-time employees employed 10 or more full years shall receive one hundred sixty (160) hours paid vacation.

(e) In order to qualify annually for vacation, regular full-time employees must have worked at least one thousand forty (1,040) working hours in the previous year. New employees who are unable to complete at least one thousand forty (1,040) working hours in the previous year based on time of hiring will be credited up front at the beginning of the new year with eighty (80) hours of vacation consistent with Section 1(b) above. However, these new employees, if separated from employment prior to completing one thousand forty (1,040) working hours between their hire date and during the new year, shall have the vacation hours paid at a pro-rated rate at one twelfth (1/12) per month for each month worked. If these same employees utilized vacation time awarded early and prior to completing one thousand forty (1,040) working hours and are separated from



employment, they shall be charged against their final pay for vacation time used but not earned consistent with this section.

(f) Regular full-time employees who fail to work one thousand forty (1,040) hours in a calendar year due to disability or a worker's compensation injury will be entitled to their full allotment of days.

(g) For purposes of this entire Agreement, a temporary employee shall be defined as an employee who has been advised upon hiring that their employment is for a specified period of time or work assignment, with either scenario not to exceed more than one year. Temporary employees may be offered regular employment of either full-time or part-time status at the end of said time period of work assignment.

(h) Upon the completion of one thousand forty (1,040) working hours, a temporary employee will be entitled to the same paid vacation entitlement as a regular full-time employee. Temporary employees shall not be entitled to more than eighty (80) hours vacation pay in any one (1) anniversary year.

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 days may be taken in individual days provided the days are approved forty-eight (48) hours in advance by the Employer. Individual vacation days shall be paid at straight time. Notwithstanding anything to the contrary above, the employee shall have the option of carrying over a maximum of one-year's vacation time to the following year, but in no event shall an employee start a year with more than one year's accumulated vacation time carried over. In other words, if an employee carries over a year's vacation time, the employee must use that carried vacation time within the carry-over year.

Section 3. Vacations will be computed annually based upon completing one thousand forty (1040) working hours in the prior year.

Section 4. After completing one (1) year of employment, the Employer agrees that in the event an employee is laid off because of a lack of work before the vacation period, he shall be

compensated for any accrued vacation time that may be due him in accordance with the above schedule, based on one twelfth (1/12) for each month worked or part of each month worked.

Section 5. The Employer shall pay out all earned but unused vacation time upon an employee's separation from employment for any reason.

## ARTICLE 5.

### HOLIDAYS AND SICK DAYS

Section 1. The Employer agrees to allow to all full-time 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 approved an excused absence. Employees on an unpaid leave of absence shall not be entitled to holiday pay. The thirteen (13) official holidays for a given year shall be determined by the Employer each December of the preceding year.

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

Section 3. Employees who do not work a holiday, but who work (or are available to work) their regular scheduled day both preceding and following the holiday shall be paid straight time for the holiday.

Section 4. If a holiday falls within the vacation period of a regular employee, the employee shall receive straight time pay for such holiday.

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

Section 6. Full-time employees shall be entitled to seven (7) sick days with pay at the employee's regular hourly rate each labor contract year, except that in a regular full-time employee's initial year of employment, employees hired between October 1<sup>st</sup> and October 31<sup>st</sup> shall receive five (5) sick days; employees hired between November 1<sup>st</sup> and November 30<sup>th</sup> shall receive three (3) sick days; and employees hired on or after December 1<sup>st</sup> shall receive one (1) sick day. 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. Each calendar year, any sick days earned but unused at the end of November will be cashed out and paid in December.

Section 7. The Employer shall pay out all earned but unused sick time upon an employee's separation from employment for any reason.

Section 8. Pursuant to the New Jersey Paid Sick Leave Act, P.L. 2018, c. 10, N.J.S.A. 34:11D-1 et seq. ("NJPSLA"), at the end of each calendar year, part-time and temporary employees will receive a payment for earned sick time based upon a review of their individual actual hours worked. The payment amount will be calculated in the following manner: for every 30 hours worked, one (1) hour of paid sick leave at the employee's regular hourly rate is earned. The amount of sick time earned per year shall not exceed 40 hours. The calculation period will run from the first payroll in December through the last payroll in November. Part-time employees will not receive sick leave with pay for use throughout the year as they will receive the aforementioned payment in lieu of sick days. Hours worked in excess of this calculation shall not carry over into the following year. Employees will start each benefit year with a "zero balance" of actual hours worked for purposes of the sick leave calculation. To demonstrate, at the end of a benefit year, an employee who works a total of 500 hours will receive a payment equal to 16 hours of sick time.

ARTICLE 6.  
FORCE REDUCTION

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

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

## ARTICLE 7.

### SENIORITY

Section 1. The first sixty (60) days of employment for all new regular full-time or part-time employees will be considered a probationary period, during which an employee may be terminated at the sole discretion of the Employer without appeal by the Union. Temporary employees shall not accrue any seniority, and may be terminated with or without cause. Upon conversion from temporary to regular employee status, the employee shall start to accrue seniority from the date of conversion.

Section 2. The Employer shall maintain a Seniority List consisting of those employees who have completed their probationary period, retroactive to the start date, and are considered regular employees at the NJSEA. Such lists shall be conspicuously displayed by the Employer for the information of the employees with additions and deletions from month to month as provided by this Agreement. Employees shall be added to either list by mutual agreement between the Employer and the Union and only as a result of attrition from either list for whatever reason. The seniority list should be governed by "date of hire with the Authority".

Layoffs shall be issued by seniority with the least senior employee to be laid off. Recall shall be in reverse order, with last laid off to be recalled first. Employees on the Seniority List who are on lay-off or who are not expected to work full time (40) hours in any given work week shall, if qualified, and not precluded as a result of a previous agreement between the parties, have first option to work at another NJSEA location if work is available before casual, temporary or new employees are hired for such straight time work. It is understood by the parties that the above provision cannot be construed as a guarantee of forty (40) hours work per week to any employee on the Seniority List.

Section 3. The Union recognizes that if a vacancy occurs, the Employer has the sole discretion to select the applicant/employee to fill the vacancy. However, the Employer agrees that the Union shall have the right to refer qualified applicants to the Employer.

Section 4. 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 5. Any employee who has been permanently laid off from one facility shall be first considered when new hires are required at another facility during a period of one (1) year from the date of said layoff.

Section 6. Seniority shall cease for any of the following reasons:

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

ARTICLE 8.  
EMERGENCY ASSIGNMENTS

Section 1. In the event an unforeseen emergency occurs, the Employer shall have the right to temporarily assigns employees from one job or operation to another. Employees may not refuse to assist or work on temporary, emergency-related assignments, even though not part of their usual assignment, if the business of the Employer so requires. Such assignments shall be temporary and only for the purpose of correcting an existing emergency condition which requires immediate correction. Upon the correction of the emergency condition, the employee shall be reassigned to normal duties.



ARTICLE 9.  
SAFETY AND HEALTH

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

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

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

Section 4. It is understood that the employees shall be required to wear a designated uniform during all hours working in the presence of the public. The Employer shall supply the said required uniform and the employee will be responsible for the safe-keeping of the uniform, reasonable wear and tear excepted. In the event any uniforms are lost or stolen, the employees will be responsible to replace the said uniform.

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

Section 6. An employee leaving the employ of the Employer must return all uniforms and equipment assigned to the employee or shall be charged the depreciated value of the unreturned items against his/her final pay.

ARTICLE 10.

VISITATION

Section 1. Consistent with the Workplace Democracy Enhancement Act, Union representatives shall be allowed to visit the Employer's premises during working hours to confer with the representatives of the Employer and with employees represented by the Union to investigate and discuss grievances, workplace-related complaints and other workplace issues, and may conduct worksite meetings during non-working times (e.g. during breaks or before/after the work day) provided no such visits 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 bi-weekly at the time of payment of the wages earned, a payroll envelope setting forth the name of the employee, dues deducted, the number of hours worked on straight time, the rate per hour, the total of same, the number of hours worked overtime, the rate per hour and the total of same, and the entire amount of 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 rate of wages set forth in the following Wage Schedule:

	Hourly Rate		
	<u>12/1/20</u>	<u>12/1/21</u>	<u>12/1/22</u>
All Bargaining Unit Employees	\$24.17	\$24.81	\$25.22
Foreman	\$26.15	\$26.83	\$27.28

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

\*The Union shall notify the Employer prior to November 30<sup>th</sup> of each calendar year if they wish to change the distribution of the allocation of the increase in the total wage and fringe benefit package.

\*The NJSEA adopted the alternative rehab plan option along with a \$5.96 per hour rate, effective December 1, 2014.

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 AND DISCIPLINE

Section 1. Following completion of the probationary period, no regular employee shall be disciplined or discharged except for just cause. The Union shall have 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 or quits of his own accord, their final payment will be processed on the next scheduled pay period.

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

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

ARTICLE 14.  
SHOP STEWARDS

Section 1. The Union may appoint one (1) of their accredited members to act as shop steward. It shall be their duty as shop steward to receive complaints concerning alleged violations of this Agreement, and established work rules or past practices, and dispose of them in the manner provided under the Grievance Procedure. The shop steward shall be appointed by the Business Manager and removed by him for cause. It is the intention of the parties hereto that the shop steward 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 shall have no authority of any kind except that provided for under this Agreement. It is also agreed that, in the event the shop steward is a regular full-time employee, he/she will be the last person to be laid off and the first to be recalled, regardless of seniority ranking, and shall be subject to all other provisions of this Agreement. If the shop steward is not a full-time employee, in the event of a layoff, then he/she will be the last person to be laid off and first to be recalled only within their unit, regardless of seniority, but shall not receive super-seniority above any full-time employee.

Section 2. The shop steward shall not be discriminated against for their performance of duties.

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

ARTICLE 15.  
GRIEVANCE PROCEDURE

Section 1. For the purposes of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement, the parties adopt the following procedure. A grievance may be raised by an employee, group of employees or by the Union on behalf of an employee(s).

Section 2. This grievance procedure shall cover issues of application or interpretation of this Agreement, and is meant to provide a means by which employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them, provided, however, that only grievances pertaining to the application or interpretation or violations of the expressed terms of this Agreement shall be arbitrable under provisions of Step Four of this Article.

Section 3. 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.

Section 4. The following constitutes the procedure for settlement of a grievance and shall be followed in its entirety unless waived in writing by the parties.

A. STEP ONE

An employee with a grievance shall within five (5) calendar days of the occurrence of the event being grieved present the same to their immediate supervisor, who will attempt to satisfactorily resolve the matter. Any settlement or resolution reached at this step is not precedential. The immediate supervisor shall render a decision within three (3) business 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 decision respectively to writing and file same with the grievant's department head within ten (10) business days after the Step One grievance was denied. The Department Head shall thereupon render their decision, in writing, within five (5) business days of their 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) business days after the Step Two grievance was denied. The Director of Labor Relations of the Employer shall respond within seven (7) calendar days of their 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 ("NJSBM") within fourteen (14) calendar days after the denial at Step Three. The arbitrator shall be selected in accordance with the rules of the NJSBM 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(s) shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her and relevant to the grievance. The arbitrator(s) 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(s) shall be final and binding, unless either party seeks a review in an appropriate court setting. In the event either party seeks a review, such procedure shall operate as a stay of the arbitrator's award until the judicial review is concluded. In cases involving an employee discharge, the arbitrator shall render a decision within ten (10) day of the final arbitrator hearing date.



Section 5. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance procedure; however, any such agreement must be in writing, text, or email. A failure to respond at any step within the provided time limits shall be deemed a denial.

Section 6. If the finding or resolution of a grievance at any step in the formal grievance procedure is not appealed within the prescribed time limits, said grievance will be considered settled on the basis of the last answer provided (or the initial decision of the Employer if no answer was provided) and there shall be no further appeal or review.

Section 7. In the event that either party asserts that the grievance is barred or waived by the grieving party's failure to follow procedures or to adhere to the time limits specified herein, the matter shall be bifurcated and the arbitrator(s) selected shall first render a decision as to the waiver or bar of the issue prior to conducting any hearing on the merits of the grievance, unless the parties mutually agree in writing otherwise.

ARTICLE 16.

MILITARY SERVICE

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

ARTICLE 17.  
BENEFIT PLANS

Section 1(a) The Employer shall contribute to the Teamsters Industrial Employees Welfare Fund, effective 12/1/2020, nine dollars and thirty-seven cents (\$9.37), for each hour actually worked and vacation pay up to a maximum of forty (40) hours worked and/or paid vacation allotment per week for each employee covered by this Agreement.

(b) The employer shall contribute to the Teamsters Industrial Employees Welfare Fund, effective 12/1/2021, nine dollars and sixty-two cents (\$9.62), for each hour actually worked and vacation pay up to a maximum of 40 hours worked and/or paid vacation allotment per week for each employee covered by this Agreement.

(c) The employer shall contribute to the Teamsters Industrial Employees Welfare Fund, effective 12/1/2022, ten dollars and twelve cents (\$10.12), for each hour actually worked and vacation pay up to a maximum of forty (40) hours worked and/or paid vacation allotment per week for each employee covered by this Agreement.

Section 2. The Employer shall contribute to Trucking Employees of North Jersey Pension Fund, five dollars and sixty cents (\$5.60) for each hour actually worked and vacation pay up to a maximum of forty (40) hours worked and/or paid vacation allotment per week for each employee covered by this Agreement.

Section 3. The Employer shall contribute to Local 560's Trucking Employees of North Jersey (TENJ) Annuity Fund five dollars and forty-eight cents (\$5.48) for each straight time hour and eight dollars and twenty-two (\$8.22) cents for each time-and-one-half hour and ten dollars and ninety-six cents (\$10.96) for each double-time hour paid for each employee covered by this Agreement.

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.

The Employer agrees to provide employees covered by this Agreement benefits equal to those provided under the New Jersey Temporary Disability Benefit Law, and the same shall be continued during the term of this Agreement.

Section 2. The Employer agrees that, if an employee is injured on the job, the employee will be transported to and from the doctor or hospital by the Employer on the day of the accident only and, if the doctor recommends that the employee is unable to complete the day, he shall be paid for the normal work day.

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

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

Section 5. All regular full-time employees who complete their probationary period and who are called to 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 regular 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 providing the employee possesses the skills and/or licensing to do the new job.

Section 8. When the Employer operates more than one shift on a permanent basis, the following shall apply:

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

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

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

Section 9. If an official bank holiday falls on a regular pay day during the work week, then the employee shall receive their pay on the day before the holiday.

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

Section 11. All consultations regarding grievances shall take place on the Employer's time provided they are held on the Employer's premises, unless mutually agreed otherwise. The Union committee for this purpose shall not exceed three (3) members.

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

Section 13. The Employer will distribute to employees a copy of the work rules and post a copy of the same in a conspicuous area.

ARTICLE 19.

CERTIFICATES OF IDENTIFICATION

Section 1. 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.

Section 2. 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.

ARTICLE 20.  
SUBCONTRACTING

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

ARTICLE 21.  
LEAVE OF ABSENCE

Section 1. All applications for leave of absence will be submitted, in writing, to the employee's immediate supervisor and to Human Resources 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 the period of the approved leave of absence. Any employee absent on such leave who engages in other employment, or who fails to report to work on the expiration of his or her 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 and verified by a doctor's certificate, if appropriate.

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

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

Section 4. The parties recognize that the leaves of absence that may be granted in Section 1 of this article, including leaves for Workers' Compensation, encompass leaves that may be taken under the New Jersey Family Leave Act and/or Federal Family and Medical Leave Act, and that these leaves will run concurrently with any leave granted above.



ARTICLE 22.  
NO STRIKE AGREEMENT

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

ARTICLE 23.

NON-DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally to all employees. The Employer and the Union agree and acknowledge that the law requires that there shall not be any discrimination as to race, color, religion, gender, gender expression, age, national origin, disability, marital status, sexual orientation, military status, political affiliation or union membership.

Section 2. 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. Subject to law and except as specifically provided by this Agreement, the Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limitation the generality of the foregoing, the following rights:

- (a) To the executive, management and administrative control of the Authority and its properties and facilities, and the activities of its employees.
- (b) To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees. It is understood that the Union shall have the right to refer qualified job applicants to the Employer for consideration, but that all hiring decisions are vested exclusively with the Employer.
- (c) To suspend, demote, discharge or take other disciplinary action for just cause as set forth herein and providing same is not contrary to the provisions of this Agreement.
- (d) To enforce reasonable rules and regulations governing the conduct and activities of employees in accordance with the terms of this Agreement.

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

ARTICLE 25.

RULES AND REGULATIONS

Section 1. 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. A current copy of the work rules is attached to this Agreement and will be distributed to all employees and posted in a conspicuous area. [See Exhibit A]

Section 2. The Employer agrees to notify and discuss any changes in the work rules with the Union. However, the above shall not diminish the Employer's right to make reasonable changes or new 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.

COMPLETE AGREEMENT

This Agreement supersedes all existing and previous written and oral agreements and all past practices which are inconsistent with this Agreement, except as are incorporated and specifically carried forward herein. This Agreement shall not be modified or altered except in writing and signed by the parties.

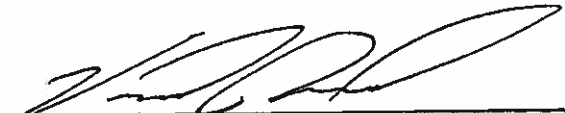
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ARTICLE 28.  
DURATION OF AGREEMENT

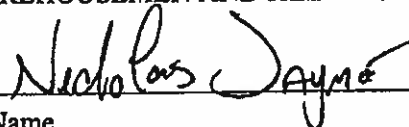
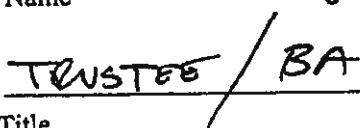
**THIS AGREEMENT** shall become effective on the Date of Execution hereof, December 1, 2020, and shall continue in full force and effect until its expiration date on the 30<sup>th</sup> of November, 2023.

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

**NEW JERSEY SPORTS & EXPOSITION AUTHORITY**

BY   
\_\_\_\_\_  
Vincent Prieto  
President and Chief Executive Officer  
NJ Sports and Exposition Authority

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

BY   
\_\_\_\_\_  
Name  
  
  
\_\_\_\_\_  
Title