

COLLECTIVE BARGAINING AGREEMENT  
 NEW JERSEY SPORTS AND EXPOSITION AUTHORITY  
 AND  
 LOCAL UNION NO. 472, AFL-CIO  
 (ADMISSIONS & PARKING DEPARTMENTS AT MONMOUTH PARK)  
MARCH 1, 2005 THRU FEBRUARY 28, 2008

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**THIS AGREEMENT**, made this 19<sup>th</sup> day of January 2006, 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 **LOCAL UNION NO. 472 OF THE LABORERS INTERNATIONAL OF NORTH AMERICA, AFL-CIO**, hereinafter referred to as the "UNION", party of the second part.

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

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

ARTICLE I.UNION RECOGNITION

1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative for all the employees employed by the Employer in the Admissions and Parking Departments at Monmouth Park Racetrack, Oceanport, New Jersey, but excluding professional employees and managerial executives for the purpose of collective negotiations.

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

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

4. The Employer agrees that it will not enter into any agreement or memorandum with anyone but the recognized Union with regard to the categories of employees covered by this Agreement.

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

ARTICLE 2.HOURS OF WORK AND OVERTIME

Section 1. The work week shall be Monday through and including Sunday both inclusive and shall be comprised of six and a half (6.5) hour work days. The starting time of each employee shall be solely and exclusively determined by the Employer.

Section 2. All hours worked beyond eight (8) in any workday and beyond forty (40) in any work week shall be paid for at a rate which is one and a half (1½) times the straight time rate. There shall be no pyramiding of overtime pay.

Section 3. Employees shall be entitled to a one-half (½) hour non-paid lunch time at such reasonable times as may be determined by the Employer.

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 one (1) day's pay at his regular 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 wages at the prevailing rate.

Section 5. Overtime shall be distributed as equally as possible among all employees by rotation. An employee may refuse overtime provided the shift or event is covered by another employee.

ARTICLE 3.  
VACATIONS

Section 1. All employees shall receive one (1) day's vacation pay for every twenty-two (22) days worked.

Section 2. Payment of vacation pay shall be by separate check and shall be made within two (2) weeks after the last day worked in the calendar year. Each employee must work through the closing day of the racing meet in order to be eligible for vacation pay, unless he has advised the Employer otherwise prior to the start of the racing meet. For all full-time employees days beyond multiples of (22) shall be carried over to the following year. By January 15<sup>th</sup> of each calendar year, the Employer agrees to notify the Union through the shop steward of the total number of days to be carried over for each qualified employee.

Section 3. All employees hired after December 31, 1986, shall be required to work seventy-five (75%) percent of their scheduled work days during the previous calendar year before they become eligible for the vacation entitlement set forth in this Article.

ARTICLE 4.HOLIDAYS

Any employee who works the following holidays will receive one (1) day's pay plus holiday pay. Employees must work the last assigned work day before, and the first assigned work day after a holiday in order to receive holiday pay.

New Year's Day

Independence Day

Martin Luther King's Birthday

Labor Day

Lincoln's Birthday

Columbus Day

Washington's Birthday

General Election Day

Good Friday

Veterans' Day

Memorial Day

Thanksgiving Day

Christmas Day

ARTICLE 5.  
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 five (5) racing programs 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 6.

PROBATIONARY PERIOD AND HIRING

Section 1. Effective from the execution date of this Agreement, all new employees, shall be probationary employees for the first thirty (30) working days of their employment with the Employer. During that period, their employment shall be at the sole discretion of the Employer, and thus they shall not be covered by Article 12 hereof.

The Employer shall notify the Union when any new employees are to be hired and the Union shall have the right to refer applicants for work.

ARTICLE 7.

EMERGENCY TRANSFERS

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

ARTICLE 8.  
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 for employees employed in the Admissions Department. 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.

ARTICLE 9.

ACCESS TO PREMISES

Section 1. Authorized agents of the Union shall have access to the Employer's premises at any time during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to. This, however, shall not cause any disruption of the Employer's business.

ARTICLE 10.WAGES

Section 1. All employees covered by the terms of this Agreement shall receive the rate of wages set forth in the following Wage Schedule, which is predicted on a workday of six and a half (6.5) hours:

<u>Classification</u>	<u>ADMISSIONS DEPARTMENT</u>		
	<u>Daily Rate</u>		
	<u>3/1/05</u>	<u>3/1/06</u>	<u>3/1/07</u>
Auditor	107.32	110.69	114.16
Head Cashier	99.21	102.33	105.56
Office Clerk	81.82	84.42	87.11
Will Call Window	89.36	92.19	95.10
Gate Supervisors	86.45	89.20	92.02
Head Usher	90.22	93.08	96.02
Ushers	79.79	82.33	84.95
Admissions Sellers	84.42	87.11	89.87
Reserve Seat Sellers	84.42	87.11	89.87
Elevator Operators	82.11	84.72	87.41
Program Sellers	84.42	87.11	89.87
Info. & Receptionist	75.73	78.15	80.64
Locker Room	80.95	83.53	86.19

All first year employees shall receive 80% of the above wage rates in all job classifications.

Section 3.PARKING DEPARTMENTDaily Rate

<u>Classification</u>	<u>3/1/05</u>	<u>3/1/06</u>	<u>3/1/07</u>
Cashier	88.20	90.99	93.87
Clerk	86.45	89.20	92.02

<u>Sticker Lots</u>	<u>3/1/05</u>	<u>3/1/06</u>	<u>3/1/07</u>
Early	79.22	81.74	84.34
Late	81.53	84.12	86.80

Flat Parkers

Captain	83.84	86.51	89.25
Parkers	79.22	81.74	84.34

Valet Parkers

Captain	90.80	93.68	96.64
Asst. Captain	83.84	86.51	89.25
Parterre Captain	86.17	88.90	91.72
Sellers	80.37	82.94	85.58
Runners	76.89	79.35	81.89
Collectors	81.53	84.12	86.80

All first year employees shall receive 80% of the above wage rates in all job classifications.

Section 4. In the event that the content of any job classification or title covered by this Agreement is changed either with respect to the duties performed therein or the responsibilities thereof, the matter of appropriate conditions and rates of pay therefore shall be negotiated with the Union and be subject to the grievance procedure, if no Agreement is reached by the parties.

ARTICLE 11.

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 12.  
DISCIPLINE AND DISCHARGE

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

Section 2. If an employee is discharged or laid off, he shall be paid on the day of discharge or lay-off, and, if compelled to wait for his wages, shall be paid at regular time for such waiting time. If an employee quits of his own accord, the Employer may require him to wait until the next payday for his wages.

Section 3. If an employee is laid off at the conclusion of a "live" racing meet, the employee shall be paid on the next regular pay date.

ARTICLE 14.  
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 and agreements, 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, in writing, within five (5) calendar days of the occurrence of the event being grieved present the same to his immediate supervisor. After full disclosure of the facts surrounding the event being grieved, the immediate supervisor must make every reasonable effort to reach a satisfactory settlement with the grievant. The immediate supervisor shall render a decision within three (3) calendar days of his receipt of the grievance.

B. STEP TWO

In the event the grievance is not resolved at Step One, the employee shall reduce the grievance and decision respectively to writing and file same with the grievant's

department head within ten (10) calendar days. The Department Head shall thereupon render his decision, in writing, within five (5) calendar days of his receipt of the matter and all respects related thereto.

C. STEP THREE

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

D. STEP FOUR

1. If the grievance is not settled through the 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.
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 15.  
BENEFIT PLANS

Effective March 1, 2005, the Employer shall contribute to the Local 472 Heavy and General Construction Annuity Fund \$5.00 per day for each day actually worked for each employee covered by this Agreement including those employees hired after June 19, 1993.

ARTICLE 16.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, the employee 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, the employee 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. Effective upon the execution date of this Agreement, the Employer agrees that all employees who complete their probationary period, and who suffer the loss by death of father, mother, mother-in-law, father-in-law, spouse, children, brother or sister, shall be granted up to three (3) consecutive days off with pay, provided said days are scheduled work days and provided the employee attends the funeral of the deceased. All 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. All employees, after passing their probationary period, who are called to State or Federal jury duty for any day during their regularly scheduled work week, shall receive the difference between the jury duty fee and their regular daily rate of pay. This payment shall be limited to ten (10) working days in one calendar year.

Section 6. 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.

Section 7. 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.

ARTICLE 17.

SHORTAGES

Those employees handling money 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 money which is not clearly detectable;
- C. Theft. The burden of proving a loss as a result of theft is placed on the Employer and such proof must be more than a surmise or suspicion and must clearly establish the employee's shortage is due to theft;
- D. Mechanical failure.

ARTICLE 18.HIRING, RECALLS, VACANCIES, PROMOTIONS

Section 1. The Employer shall notify the Union before the start of each "live" racing meet and all simulcasting programs concerning which employees are to be recalled in each Department. The Employer agrees to notify the Union, giving name, address and classification of any new employee hired to perform services in any classification covered by this Agreement within three (3) days of hiring.

Section 2. Employees recalled for a new "live" racing meet or simulcasting program shall be recalled at their last previous rate of pay, including contractual increases, unless their previous position has been eliminated.

Section 3. Except as noted below, whenever a vacancy or new job occurs within a Department, employees employed at that time shall have the right to apply for that job. The most senior qualified employee shall be given first consideration. However, the appointment to the new job or vacancy shall be at the sole discretion of the Employer. Simulcasting positions, vacancies or new jobs shall be filled with employees who have previous simulcasting service with the Employer. If there is not a sufficient number of such employees to fill the positions, vacancies or new jobs, the Employer shall first seek to fill them with employees who have previous "live" racing meet experience with the Employer, before new employees are hired.

Section 4. The Employer agrees that the Union shall have the right to confer with the Employer regarding recalls and promotions according to the terms of this Agreement.

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.  
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 at the Employer's discretion 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. Any employee absent on such leave who engages in other employment, or who fails to report to work on the expiration of his or her leaves, shall be considered as having quit. The parties may agree to grant an employee on leave, as aforesaid, a further extension of time by mutual consent between the Employer and the Union and verified by a doctor's certificate, if appropriate.

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

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

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

ARTICLE 21.

NO STRIKE-NO LOCKOUT AGREEMENT

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

ARTICLE 22.

NON-DISCRIMINATION

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

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

ARTICLE 23.  
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.
- (c) To suspend, demote and 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 24

RULES AND REGULATIONS

Section 1. Subject to law, the Employer shall have the right, from time to time, to make such reasonable rules and regulations promulgated, in writing, and distributed to the Union and to the employees, for the conduct of its business, not inconsistent with the provisions hereof, as it may deem necessary and advisable, and all employees shall be obligated to comply with such rules and regulations.

Section 2. Advance notice of new or modified rules and regulations shall be given, in writing, to the Union.

ARTICLE 25.

VALIDITY OF CONTRACT

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

ARTICLE 26.

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 27.  
DUES CHECK-OFF

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

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

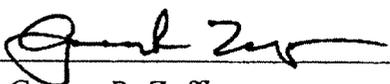
ARTICLE 28.  
DURATION OF AGREEMENT

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 28th of February 2008.

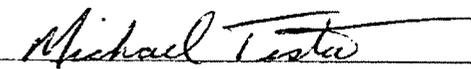
THE AGREEMENT shall be automatically renewed from year to year thereafter unless either party gives notice, in writing, to the other at least sixty (60) days prior to the expiration date of this Agreement, or the expiration date of any renewal period, of its intention to change, modify or terminate this 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 to negotiate for a new Agreement.

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

NEW JERSEY SPORTS EXPOSITION AUTHORITY

BY   
George R. Zoffinger  
President and Chief Executive Officer

HEAVY AND GENERAL CONSTRUCTION  
LABORERS LOCAL UNION NO. 472

BY   
MICHAEL TESTA  
Business Agent