

COLLECTIVE BARGAINING AGREEMENT

NEW MEADOWLANDS STADIUM COMPANY, LLC

AND

LOCAL 621, UNITED WORKERS OF AMERICA

AUGUST 1, 2017 THROUGH JULY 31, 2021

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THIS AGREEMENT made this 1st day of August 2017, by and between the NEW MEADOWLANDS STADIUM COMPANY, LLC, with offices at MetLife Stadium in East Rutherford, New Jersey, party of the first part, hereinafter designated as the "EMPLOYER", and LOCAL 621, UNITED WORKERS OF AMERICA, with its principal place of business at P.O. Box 147, Island Park, New York, hereinafter referred to as the "UNION", party of the second part.

WITNESSETH

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

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

ARTICLE 1

UNION RECOGNITION

The Employer hereby recognizes and acknowledges that the Union is the exclusive collective bargaining representative for all employees employed by the employer in the Guest Services Department at all the facilities operated by the employer in the State of New Jersey. Included among the employees represented by the Union are Ushers, Ticket Takers, Elevator Operators, and other employees providing admission type services to patrons, excluding Watchman, Guards, Professional employees, Uniform Room, Concierges, and Level Leaders.

ARTICLE 2
UNION SECURITY

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

Section 1. (a) It shall be a condition of employment that all employees covered by this agreement who are members of the Union on the execution date of this agreement shall remain members. All employees who are not members on the execution date hereof shall, as a condition of employment, either become and remain members of the union on the thirty-first (31st) day following the beginning of their employment, or the effective date or execution date of this agreement, whichever is later, or if a non-member, pay a service fees, which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues, or in the case of an objecting service fee payer, shall be the proportion of the Union's total expenditures that supports representational activities and costs.

Section 1. (b) The Employer shall immediately discharge any employee after receipt of written notice from the Union that said employee, pursuant to the terms of Section 1 (a) of this Article has failed to tender the periodical dues and initiation fees, uniformly required as a condition of acquiring or retaining membership in the Union, or the costs of representational services.

ARTICLE 3

CHECK-OFF

Section 1. (a) The Employer hereby agrees to deduct from the wages of employees by means of a check-off, the dues uniformly required by the union. 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, preceding the thirty (30) day grace period for all employees.

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

Section 2. 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.

Section 3. The Union shall hold the Employer harmless for any damages, costs, judgments which arise from implementation of the Article.

Section 4. 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 5. The Employer agrees to forward the full name and address of all new employees in the bargaining unit to the Union, within thirty (30) days of the date of employment. The Employer further agrees to notify the Union when unit employees are discharged, granted leave of absence, absent due to illness, or injury, on vacation or leave the employ of the Employer for any reason whatsoever, when submitting the dues deduction list to the Union office each month.

ARTICLE 4

HOURS OF WORK AND OVERTIME

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

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

Section 3. Employees scheduled to work a six (6) hour or more shift, at the Stadium shall be entitled to a twenty-five (25) minute paid break at appropriate times scheduled by Management.

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:

- a. Six (6) hours pay or six (6) hours work at his/her regular hourly rate for all Stadium events, except for single soccer games. Employees shall receive a minimum of four (4) hours pay or four (4) hours work at his/her regular hourly rate for all training sessions. However, notwithstanding anything to the contrary in this section, employees shall receive a minimum of two (2) hours pay or two (2) hours work at his/her regular hourly rate for one training session per calendar year.
- b. Four (4) hours pay or four (4) hours work at his/her regular hourly rate for all single soccer games and the fair.

The sole exception to the above provision is where the lack of work is due to an Act of God. Timely and sufficient notification of lack of work caused by an Act of God or other circumstances shall be deemed transmitted if the Employer gives notification of the cancellation of an event by either notification two (2) or more hours in advance to the employee by text, email or telephone.

Section 5. It is agreed that should the Employer schedule two (2) separate and distinct events on the same day, such as a day football game and a night football game, employees shall be entitled to two (2) six (6) hour shifts and pay for the events. This provision shall not cover an event in which more than one game is included in the price of one (1) admission.

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 on the classification seniority lists have been given the opportunity to work the event. The provision shall apply if said employees are capable of performing the work desired.

ARTICLE 6

SENIORITY

Section 1. Seniority-Employer has the right to choose any employee to work smaller stadium events. Smaller events defined as events that require 50 or less Local 621 members, with the exception of the Fair and High School Football.

Section 2. Employees: Will be required to work 70% of their scheduled events in calendar year. In addition, employees will be required to work 70% of the scheduled events in December and January. Employees who do not meet either of these requirements will be dropped to the bottom of the seniority list in the next calendar year, and their seniority will be reflective of their new placement. In the event an employee does not work 70% of their scheduled events or 70% of their scheduled events in December and January in the next calendar year – he/she will be terminated. The only exception will be if the employee was on an approved LOA.

Section 3(a). Employees who fail to make 50% of their scheduled events in a calendar year, unless on an approved leave of absence, will be terminated from their position.

Section 3(b). Calendar Year Evaluation Period: At the end of each calendar year there shall be a calendar year evaluation period, which shall be applicable to the requirements of article 6 section 4a, b and c above. The classification status list will be e-mailed or mailed if requested by a member, on or before January 31 of each year listing the names of employees who have satisfied the attendance requirements set forth in section above, as well as the names of the employees who have not met the criteria.

Section 4: An employee's employment shall also cease under the following circumstances:

- (A) When an employee resigns
- (B) When an employee is discharged for just cause, or in violation of the Work Rules.

- (C) When an employee is a “no show” (fails to come to work or call) or has a late call-off for four (4) events for which they have been scheduled during the calendar year. This is a combined total, thus two “no shows” and two late call-offs during the calendar year constitute a basis for employment to cease. The Employer reserves the right, in its sole discretion, to determine the validity of the employee’s excuse for each late call-off or “no show”, and, if deemed valid, the “no show” or late call-off will not count toward the employee’s total. A late call-off shall be defined as failure to give proper notice within seventy-two (72) hours of the scheduled event.
- (D) The Employer will provide the union with the list of employees who were moved to the bottom of the seniority list and or who were terminated.
- (E) All call offs must be called into the Employer at 201-559-1390.

ARTICLE 7

TRANSFERS

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

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

ARTICLE 8

SAFETY AND HEALTH

Section 1. The Employer shall maintain conditions on the job in accordance with the health and safety provisions of both the Department of Health and the Department of Labor 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. Precautions to secure the health and safety of employees shall, as far as is practical, be at all times furnished by the Employer including access to the First Aid Rooms at a convenient location on the job.

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

Section 5. Uniforms: It is understood that the employees shall be required to wear a designated uniform during all hours working in the presence of the public. The Employer shall supply the said required uniform and the employee will be responsible for the safe-keeping of the uniform during events, and during non-event periods. If a uniform is lost or stolen; the employee will be responsible to replace said uniform unless a police report is presented.

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

Section 7. It is the employee's responsibility to be familiar with the Standard Operating Procedures for the Stadium and the Work Rules and Standards for the Stadium Guest Services Department which are given to the employees at the time they are employed.

ARTICLE 9
VISITATION

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

Section 2. The Employer agrees to make available to the representatives of the Union, upon reasonable cause shown and at a reasonable time, the time cards or pay checks of any employee governed by this Agreement. The Employer agrees to furnish to his employees each week at the time of the payment of the wages earned; a payroll stub setting forth the name of the employee; 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 are enclosed in the payroll envelope.

ARTICLE 10

WAGES

Section 1. (a) For all employees, the Wage Schedule shall be:

Effective August 1, 2017 –:

<u>POSITION</u>	<u>BASIC HOURLY RATE</u>
Guest Service Representative	\$16.03
Premium Service Representative	\$16.03 plus \$10 per event
Team Leaders	\$16.03 plus \$15 per event
Guest Relations Representatives	\$16.03 plus \$15 per event
ADA Assistant	\$16.03 plus \$7.50 per event

Effective August 1, 2018 – hourly rates only will increase by 1.75%.

Effective August 1, 2019 – hourly rates will only increase by 1.75%.

Effective August 1, 2020 – hourly rates will only increase by 2.25%.

The parties recognize that while the wages shall be increased, the additional bonus money, i.e. /\$10/\$15/\$15/\$7.50 per event shall remain the same for the duration of the contract.

Part-time employees shall receive an hourly wage which is two dollars (\$2.00) less than the top rate until such time that they have actually worked 300 hours. At that time, they shall receive one dollar (\$1.00) raise. After these employees have worked an additional 300 hours, they shall receive an additional one dollar (\$1.00) raise.

Section 1. (b) Team Leaders assigned to more than **ten (10)** sections in the Stadium, shall be entitled to an additional premium of five dollars (\$5.00) per event for each additional **ten (10)** sections, or part thereof.

Section 2. The premium rates established in Section 1 above shall be paid to an employee only once per day notwithstanding the fact that there are multiple events on that day except that, if a separate customer ticket is required for each event, then, in such event, the premium rate shall be paid for each such event. Thus, if one ticket entitles a customer to attend multiple events, the employee shall receive the aforesaid premium rate once for all multiple events. If, however, a separate ticket is required for each event, the aforesaid premium will be paid to the employee for each event.

ARTICLE 11

PRODUCTION EFFICIENCY

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

ARTICLE 12

DISCHARGES

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

Section 2. If practicable, the Employer agrees to notify the Chief Steward and/or the Union of the discharge or suspension of any employee on the Seniority List a minimum of twenty-four hours prior to the effective date of the discharge and/or suspension of any employee.

Section 3. The employer will make an effort to notify the shop steward, if he/she is available, on immediate suspensions or discharges.

ARTICLE 13
SHOP STEWARD

Section 1. The Union may appoint one of the accredited members to act as Chief steward. It shall be his duty to receive complaints and dispose of them in the manner provided under the Grievance Procedure and Arbitration. It is the intention of the parties hereto that the Chief Steward will, to the best of his/her ability, attempt to carry out the terms, provisions and intentions of this Agreement, and to that end, will cooperate with Management to the fullest extent. It is understood and agreed, however, that the Chief Steward shall have no authority of any kind except that provided for under this Agreement. Stewards shall be entitled to file grievances via email to the Department Manager. It is also agreed that in the event of a lay-off, the Chief Steward will be the last person to be laid off, regardless of seniority rating, and shall be subject to all other provisions of this contract.

No Union business between and among the Shop Stewards and Employees shall be held during normal working hours or while on post for a scheduled event.

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

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

Section 4. The Stewards shall be limited to one (1) Chief Steward and two (2) Stewards.

ARTICLE 14
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 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 interpretation 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 must file the grievance, in writing, within twenty-four (24) hours of the start of the next event after the date on which the act, which is the subject of the grievance occurred or twenty-four (24) hours of the start of the next event after the date on which the grievant should reasonably have known of its occurrence. The grievance shall be presented to the employee's immediate manager. After full disclosure of the facts surrounding the event being grieved, the immediate manager must make every reasonable effort to reach a satisfactory settlement with the grievant. The immediate manager shall render a decision, in writing, within three (3) calendar days of his receipt of the grievance to the Union's business agent.

B. STEP TWO

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

C. STEP THREE

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

D. STEP FOUR

If the grievance is not resolved in the Third Step the parties shall have the right to submit the matter to non-binding grievance mediation before a mediator designated by the Federal Mediation and Conciliation Service. In the event that no satisfactory settlement is arrived at, the procedure will go to the Fifth Step.

E. STEP FIVE

1. If the grievance is not settled through the preceding steps, the parties may mutually agree within five (5) days to select an arbitrator or either party may refer the matter to the New Jersey State Board of Mediation within fourteen (14) calendar days after the receipt of determination of the Step Three proceeding. The arbitrator shall be selected in accordance with the rules of said Association, and the expense of the arbitrator shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses; testimony or evidence for his presentation.
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, and the other party may proceed to the next step.

ARTICLE 15

MILITARY SERVICE

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

ARTICLE 16

MISCELLANEOUS WORKING CONDITIONS

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

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

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

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

Section 5. The Employer shall provide space for a bulletin board provided Local 621 provides the bulletin board to be placed on the Employer's premises for the posting of all notices pertaining to Union matters and approved by the Employer.

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

Section 7. All employees will be excused from working an event upon at least **seventy-two (72) hours** notice to the Employer.

Section 8. Employees who are not originally scheduled to work an event and are subsequently notified to work prior to seventy-two (72) hours of the event and cannot work, will be charged as a call off.

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

Section 9 (a). If practicable, any change in post time shall be given, via email, text message, or telephone to all employees originally scheduled a minimum of forty-eight (48) hours before the start of the event.

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

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

Section 11. Uniform Room: The Uniform Room shall be excluded from the CBA. Employer shall staff the uniform room with its own personnel.

Section 12. Consignor Service: Employer provides a consignor services. Employer shall staff these positions with its own personnel.

ARTICLE 17

SUBCONTRACTING

Prior to reaching any decision to subcontract any work which can be performed by employees covered by this Agreement and it becomes apparent that a layoff or job displacement will result, if the proposed subcontracting is based solely on fiscal considerations, the Employer agrees that it will discuss such decision to subcontract with the Union. The Employer 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 the provisions of this Agreement. The Union agrees that any disputes concerning subcontracting shall not be submitted to the arbitration process referred to in Article 14 of this Agreement.

ARTICLE 18
LEAVE OF ABSENCE

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

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

ARTICLE 19

NO STRIKE AGREEMENT

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

ARTICLE 20
NON DISCRIMINATION

Section 1. There shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability, national origin, sex, union membership, or any other characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the American with Disabilities Act, the Age Discrimination in Employment Act, the New Jersey Law Against Discrimination, the New Jersey Conscientious Employee Protection Act, the Federal and State Family Leave Act, or any other similar laws, rules, or regulations. All such claims shall be subject to the grievance and arbitration procedures set forth in Article 17 as the sole and exclusive forum and method of the resolution of any and all such alleged claims or violations. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination, including the award of costs and attorneys' fees, as appropriate under the respective laws.

Section 2. If the Union refuses to bring forth an employee's claims under this Article for any reason, the employee shall be able to assert the claim in arbitration with private counsel (if desired) and without the assistance of the Union. If the claim is so brought by the employee, the employee shall have all rights and obligations attributed to the Union in the arbitration provision of this Agreement, including, but not limited to, controlling the presentation of his/her case on such claims. The employee shall be responsible for his/her own expenses, including attorneys' fees; however, the Employer shall pay all costs and fees that the Employee would not otherwise have been subject to paying if the claim had been raised in a court of law. If the claims being brought by an employee under this Article are related to contractual claims being brought by the Union, the Union, Employer and the employee shall all participate in the selection of the arbitrator per the procedures set forth in this Agreement.

Section 3. Sexual discrimination is interpreted to include harassment, coercion, intimidation, improper gestures, lewd language or offensive behavior of any kind based on an employee's sexual preference.

Section 4. The Union also recognizes its responsibility as exclusive bargaining agent and agrees to represent all employees in the unit without discrimination.

Section 5. Nothing set forth in this Article shall prevent an employee from filing a charge with the Equal Employment Opportunity Commission, the National Labor Relations Board, or any other similar New Jersey state or federal administrative agency.

ARTICLE 21

MANAGEMENT RIGHTS

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

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

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

ARTICLE 22

RULES AND REGULATIONS

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

ARTICLE 23

VALIDITY OF CONTRACT

The parties hereto agree that should any article, part 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 effect the validity and enforceability of any other article part or paragraph hereof and the remainder of this Agreement shall continue in full force and effect.

ARTICLE 24

HOLIDAYS

Section 1. All employees covered by this Agreement who work on any of the twelve (12) official holidays will be compensated for such work at two (2) times their basic hourly pay rate only for such work.

The twelve (12) official holidays are as follows:

HOLIDAY	2017	2018	2019	2020	2021
Christmas Day	December 25	December 25	December 25	December 25	
New Year's Day		January 1	January 1	January 1	January 1
MLK		January 15	January 21	January 20	January 18
Presidents Day		February 19	February 18	February 17	February 15
Good Friday		March 30	April 19	April 10	April 2
Memorial Day		May 28	May 27	May 25	May 31
Independence Day		July 4	July 4	July 4	July 4
Labor Day	September 4	September 3	September 2	September 7	
Columbus Day	October 9	October 8	October 14	October 12	
Election Day	November 7	November 6	November 5	November 3	
Veterans Day	November 11	November 11	November 11	November 11	
Thanksgiving Day	November 23	November 22	November 28	November 26	

ARTICLE 25

BEREAVEMENT & JURY DUTY

Section 1. Any Guest Services employees who are unable to work because of a death in the family (father, mother, spouse, children, brother, sister, grandparent, parent-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law) or jury duty shall not be charged with a call-off(s) for the days involved. Employees may be required to provide proof.

ARTICLE 26

DURATION OF AGREEMENT

THIS AGREEMENT shall become effective on August 1, 2017, and shall continue in full force and effect until its expiration date on the 31st of July 2021.

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

NEW MEADOWLANDS STADIUM COMPANY, LLC

BY Mark Stef
Mark Stefansci 7-27-17

LOCAL 621, UNITED WORKERS OF AMERICA

BY D. L. D. Anttila 7-27-2017
President

