

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE NEW JERSEY PERFORMING ARTS  
CENTER CORPORATION**

**AND**



**COMMUNICATIONS WORKERS OF  
AMERICA, LOCAL 1037, AFL-CIO**

**Jan 1, 2022 – Dec 31, 2024**

**TABLE OF CONTENTS**

**PREAMBLE.....1**

**ARTICLE 1 – RECOGNITION.....2**

**ARTICLE 2 – UNION SECURITY AND DUES DEDUCTION.....2**

**ARTICLE 3 – MANAGEMENT RIGHTS .....5**

**ARTICLE 4 – UNION RIGHTS .....6**

**ARTICLE 5 – NON-DISCRIMINATION .....9**

**ARTICLE 6 – COOPERATION & RESPECT .....9**

**ARTICLE 7 – GRIEVANCE AND ARBITRATION .....9**

**ARTICLE 8 – DISCIPLINE OF EMPLOYEES .....12**

**ARTICLE 9 – HEALTH AND SAFETY.....13**

**ARTICLE 10 – HOURS OF WORK, SCHEDULING AND TIME OFF .....14**

**ARTICLE 11 - WAGES.....16**

**ARTICLE 12 – UNIFORM ALLOWANCE.....18**

**ARTICLE 13 – OUT OF TITLE WORK .....18**

**ARTICLE 14 – POSTINGS AND PROMOTIONS.....19**

**ARTICLE 15 – LAYOFF AND RECALL.....20**

**ARTICLE 16 – NO STRIKE OR LOCKOUT.....21**

**ARTICLE 17 – INTRODUCTORY PERIOD .....22**

**ARTICLE 18 – PERSONNEL FILES.....22**

**ARTICLE 19 – FULLY BARGAINED AGREEMENT.....22**

**ARTICLE 20 – SEPARABILITY AND SAVINGS.....23**

**ARTICLE 21 – ALTERATION OF AGREEMENT .....23**

**ARTICLE 22 – SUCCESSORS AND ASSIGNS.....24**

**ARTICLE 23 – TERMS OF AGREEMENT .....25**

**APPENDIX A.....26**

**APPENDIX B.....27**

**APPENDIX C .....28**

## **PREAMBLE**

**AGREEMENT** made and entered into and effective as of the \_\_\_\_\_ day of December 2021, by and between **THE NEW JERSEY PERFORMING ARTS CENTER CORPORATION** (hereinafter called "Employer") and the **COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1037, AFL-CIO**, (hereinafter called "Union").

**WHEREAS**, the Employer operates the New Jersey Performing Arts Center in the City of Newark, in the County of Essex, in the State of New Jersey, and produces shows and cultural events within this facility; and

**WHEREAS**, the Union is the duly authorized collective bargaining representative of certain employees whom the Employer engages to perform services within such facility; and

**WHEREAS**, the parties hereto, through collective bargaining, are desirous of establishing the terms and conditions of employment under which such employees shall work for the Employer during the term of this Agreement and thereby promote a harmonious relationship between the parties hereto providing for efficient cooperation and mutual benefit; and

**NOW THEREFORE**, in consideration of the promises and the mutual covenants and conditions herein contained, the parties hereto do hereby agree as follows:

## **ARTICLE 1 – RECOGNITION**

A. The Employer recognizes the Union, as the exclusive collective bargaining representative of all employees in the classifications of Usher and Assistant Head Usher employed by the Employer at its One Center Street, Newark, New Jersey location. The Employer agrees not to assign or transfer work of this bargaining unit to any employee outside of the unit or to any other person or entity outside of the unit except as provided herein. It is understood that volunteers may be used to distribute programs, to greet, direct and/or answer patron questions. Volunteers may not be used to seat patrons or perform any duties generally assigned to bargaining unit titles, except when bargaining unit members do not report to work and the Employer determines that staffing and safety of the patrons requires the Employer to assign bargaining unit duties to volunteers or other persons.

## **ARTICLE 2 – UNION SECURITY AND DUES DEDUCTION**

A. The Union authorizes the Employer, and the Employer agrees to deduct monthly dues due to the Union from each employee covered by this Agreement from wages due to the employee. The Employer shall only be obliged to make such deductions provided the employee signs an authorization in a form as appears in Appendix "A" hereto and in accordance with the provision of existing law.

B. The Union shall be entitled to collect a representation fee in lieu of dues from all employees covered by this Agreement who do not authorize the deduction of full union dues. Representation fees shall not exceed 85% of the dues applicable to bargaining unit members. As a condition of employment, thirty (30) days after the

effective date of this Agreement or thirty (30) days after date of hire, whichever is later, an employee who chooses not to become a member of the Union shall authorize in writing the deduction of a representation fee in lieu of dues on a form to be submitted to the Employer as appears in Appendix "B" hereto. Representation fees shall be deducted and remitted along with employee dues as provided herein. The Union shall comply with all legal requirements governing the collection and use of representation fees.

C. Each month the Employer shall remit to the CWA Political Action Fund (CWA-PAF) all deductions for CWA-PAF made from the wages of the employees in the bargaining unit who have provided written authorization for such deduction.

D. The Employer will also provide a list of employees in the bargaining unit from whom dues and representation fees have been deducted and their gross earnings of the preceding month. All deducted dues monies and representation fees will be remitted no later than the 30<sup>th</sup> of the month following the month for which dues and representation fees were deducted.

E. The Employer assumes no obligation, financial or otherwise, arising out of the dues, CWA-PAF, and representation fees deductions herein provided, and the Union shall indemnify, defend and hold the Employer harmless against any claims, demands, suits, damages, costs, fees or charges of any kind or other forms of liability that shall arise out of, or by reason of, action taken by the Employer pursuant to the above provisions concerning dues deductions, CWA-PAF deductions or representation fees deductions which may arise out of the honoring by the Employer of dues deduction authorizations, CWA-PAF deduction authorizations or representation fee deduction authorizations in accordance with the provisions of this Article and the

transmitting of such deducted dues or fees to the Union by the Employer.

F. The Employer agrees to furnish the Union each month with the names of newly hired employees in the bargaining unit, their addresses, social security numbers, job titles, dates of hire, name and address changes and transfers or terminations from the bargaining unit, as well as notice of any employees on leave of absence.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

A. The Union recognizes that the management of the New Jersey Performing Arts Center Corporation and the direction of the work force is vested exclusively in the Employer including, but not limited to: the right to schedule work; to assign work and working hours to employees; to establish work schedules; to change work schedules; to establish quality and production standards; to establish the most efficient utilization of employee services; to discharge or relieve employees from duty because of lack of work; to select, install and use equipment; to eliminate or change equipment; to create or eliminate any or all operations or job classifications; and to hire, transfer, or discipline employees in accordance with the terms of this Agreement. The Employer shall have the right to make and enforce rules for the conduct of employees not inconsistent with the provisions of this Agreement.

B. The Employer shall have the sole right to direct and control its employees. The Employer reserves the right, which right is hereby recognized by the Union, to determine the size and requirements of the work force, to schedule employees, to hire, retain, promote, demote, transfer, layoff, or rehire employees according to the requirements of its business and according to skill and efficiency, and to suspend, discipline, or discharge employees in accordance with the terms of this Agreement.

C. Nothing in the foregoing shall be deemed to limit the rights of the Employer, subject to the provisions of this Agreement. The Employer's decision not to exercise its rights hereby reserved to it, or its exercise of them in a particular way, shall not be deemed a waiver of said rights.

## **ARTICLE 4 – UNION RIGHTS**

A. The Union shall have the exclusive right to designate five (5) regular Shop Stewards and four (4) alternate Shop Stewards from employees within the bargaining unit, and shall notify the Employer which employees have been so designated. Shop Stewards may represent employees in all matters pertaining to terms and conditions of work as set forth in this Agreement and their actions and agreements shall be binding on the Union. If no shop steward is on premises, the Employer will allow a reasonable amount of time for a union representative to arrive on premises. Employees will have the first right to identify and reach out to a Shop Steward of their choosing. NJPAC will find an available Shop Steward if the employee fails to find an available Shop Steward within a reasonable amount of time.

B. During the first year an employee is designated as a regular or alternate shop steward, they will be scheduled for the Union's shop steward training. The Union will provide the employer with at least thirty (30) days prior written notice of the scheduled training. The Employer will use its best efforts to not schedule the shop steward for work during this training. The shop steward's attendance for training shall be on their own time and shall be without pay.

C. The Employer will use its best efforts to not schedule regular and alternate shop stewards for work in order to permit them to attend the Union's annual shop steward conference. The Union will notify the Employer at least thirty (30) days in advance of the date of the conference.

D. The Employer will provide the Union with a bulletin board in the ushers' lounge at the Employer's location for the exclusive use of the Union. The bulletin board shall be used for the posting of materials of interest to Union members, including union election information and results, Union appointments, Union meetings, Union events, and reports of Union business and achievements. Appropriate materials shall not contain anything profane, obscene or defamatory. Appropriate material on such bulletin board shall be posted and removed by representatives of the Union. The bulletin board shall not be used for posting of advertising, political endorsements, propaganda, any materials that call for a violation of this agreement, or anything derogatory to the Employer or its employees. NJPAC has the right to remove anything that is counter to the standards listed.

E. The duly authorized Union official shall be permitted to enter the Employer's premises during all working hours for the purpose of adjusting complaints or ascertaining whether Union standards are maintained, and whether this Agreement is being performed, provided no disruption of either the services or the operation of the Employer will result. The duly authorized Union official shall be given the right to enter the Employer's premises subject to the following conditions: (1) the Union provides reasonable advance notice to the Vice President of Operations, (2) the official first comes through security and announces his/her presence, and (3) there is no interference in, or disruption of, the work of any employees or the Employer's operations. The duly authorized Union official will immediately, upon entering the Employer's premises, notify the Employer of his presence and report to the office of the Center's Vice President of Operations. The authorized Union official agrees to avoid diverting the attention of employees, upon such visit, from their work duties.

F. The Employer will provide the Union with an opportunity to make a 15-minute presentation about the Union to new employees and permit the Union to sign up new employees as members of the Union within the orientation period on non-work time either preceding or following the Employer's annual orientation for new employees. The employee's attendance at such a meeting is with pay as part of an existing call. Advance approval required if requested prior to other scheduled work times, such as for performances, events, etc. The Union will have an opportunity to make a 15 minute presentation at their first training session, or, immediately prior to a scheduled shift with advanced notification to House Management. Any other Union meetings or presentations at other times are without pay.

G. The Union may request access to the premises to hold a meeting with bargaining unit members before or after employees' shifts. Such a meeting will be without pay and shall not interfere with, or disrupt the Employer's operations. The request for access to hold a meeting must be made at least seventy-two (72) hours prior to the time of said meeting. Such a request will not be unreasonably withheld or denied.

## **ARTICLE 5 – NON-DISCRIMINATION**

A. The parties agree that the provisions of this Agreement shall be applied equally to all employees, without discrimination as to age, sex, marital status, sexual orientation, perceived sexual orientation or affectation, gender identity, disability, perceived disability, race, creed, national origin, political affiliation, religion, union membership or activity, or liability for service in the Armed forces of the United States.

## **ARTICLE 6 – COOPERATION & RESPECT**

A. The Union, Employer and all employees agree to cooperate in maintaining quality of service, dignity and respect at NJPAC. The parties also agree on the need to treat each other, as well as patrons and visitors with respect and dignity.

## **ARTICLE 7 – GRIEVANCE AND ARBITRATION**

A. All disputes, controversies or grievances between the parties arising out of this Agreement, or the interpretation of any of its provisions shall be resolved solely through this grievance procedure. The Grievance and Arbitration process does not apply to new hires that are still within their introductory period. The parties agree to provide each other with all information requested that is useful in resolving grievances under the grievance procedure.

**STEP 1**

The Union representative or affected employee and the designated Employer representative may attempt to adjust informally all disputes between the parties. Such informal discussions shall not, however, affect the time frame to process grievances/arbitrations under this Agreement.

**STEP 2**

Upon failure of settlement or adjustment under Step 1 above, a grievance must be filed in writing with the Employer's Vice President of Operations by the Union Representative on behalf of the grievant within thirty (30) calendar days from the date the grievant initiated the grievance, knew of the grievance or of the existence of the grievance. The Vice President shall reply to the grievance in writing within fourteen (14) calendar days from the receipt by the Vice President of the grievance.

**STEP 3**

If the grievance is not resolved through Step 2, the Employer's Vice President of Operations and the Union Representative shall meet and discuss the grievance within fifteen (15) calendar days of the Vice President's reply at Step 2. In the event the grievance is not resolved as a result of such meeting and discussion, the Employer shall respond in writing within fifteen (15) calendar days.

**STEP 4**

If the grievance is not resolved at Step 3, the grievance may be referred to arbitration, provided that the Union has notified the Employer that it intends to arbitrate the disputed grievance within thirty (30) calendar days of the Employer's denial of the grievance at Step 3. If the Employer and the Union are unable to agree

to an arbitrator, selection of the arbitrator shall be made pursuant to the rules and regulations of the New Jersey State Board of Mediation. The grievance shall be submitted in writing to the arbitrator finally selected in the foregoing manner. The decision of the arbitrator shall be final and binding on the Employer, the Union and the affected employee(s). The arbitrator shall not have the power or authority to alter, amend, change, delete, or add to this Agreement. Any fees and expenses of the arbitration shall be borne equally between the Employer and the Union.

B. Any grievance not timely presented or timely processed by the Union as described above shall be deemed waived and may not be presented by the Union thereafter. If the Employer does not respond to a grievance within the periods set forth above, and the Union wishes to pursue the grievance, the Union shall advance the grievance to the next step as provided herein, without prejudice to the Employer. The parties may, by mutual agreement, accelerate or extend the time periods for each step set forth herein.

## **ARTICLE 8 – DISCIPLINE OF EMPLOYEES**

A. The Employer shall have the right to suspend or discharge employees for just cause subject to the grievance and arbitration provisions of this Agreement.

B. A disciplinary action is a written warning, suspension, demotion or termination of employment. Employees will be notified of any interview or investigation that may result in disciplinary action, and employees have the right to Union representation during any such interview or investigation.

1. The Union must be notified in writing of all write-ups, written warnings, suspensions, demotions or terminations within one (1) business day.
2. The employee may exercise his or her *Weingarten* Rights when being questioned during an investigation and have Union Representation.

C. Discipline shall be issued within thirty calendar (30) days of the last event giving rise to the discipline, or within thirty (30) calendar days from the date management had knowledge of the events giving rise to the discipline, whichever is later.

## **ARTICLE 9 – HEALTH AND SAFETY**

A. The Employer shall provide a safe and healthy work environment, including any PPE that is required by NJPAC policy.

B. Employee complaints of unsafe or unhealthful conditions shall be reported to the immediate supervisor and shall be promptly investigated. Corrective action shall be initiated as soon as practicable to remedy the condition within safety guidelines.

C. The Employer shall provide for adequate security personnel during times when patrons are in the Facility. Ushers will notify their supervisors and/or security personnel of any patrons who refuse to follow NJPAC policies as directed by them.

D. In the event an employee suffers an on-the-job injury, it shall be reported to the Employer as soon as possible in accordance with the Employer's policies and procedures.

E. The Employer and Union will establish a Joint Health and Safety Committee to work together in maintaining a safe and healthy workplace. The Committee shall consist of two Employer representatives and two Union representatives. The Committee will meet bi-annually, and more frequently if necessary to address ongoing health and safety concerns.

F. Reasonable accommodations will be made for Employees that provide doctors notes certifying that they are not able to stand for an extended length of

time. If positions that allow for sitting are, or become, available, the Employer will assign staff to these positions on a rotating basis. Such assignments will be for a limited duration, based on availability, and shall not be unreasonably denied.

G. No bargaining unit member shall be required to lift more than 50 lbs. while performing his or her job duties.

## **ARTICLE 10 – HOURS OF WORK, SCHEDULING AND TIME OFF**

A. Management shall schedule employees for shifts based upon the scheduling information the employee has provided on the NJPAC Availability Form and Time Off Request Form attached as Appendix "C". Employees must complete the Availability Form in order to be scheduled. All employees of the bargaining unit must be available to work on Sundays. Nothing in this Agreement shall prevent employees from requesting any particular Sunday off on their Time Off Request Form.

B. The Employer retains the exclusive right to schedule or re-schedule employees up to 24 hours prior to call time in accordance with the employee's listed availability in order to properly staff every performance. Schedules are made on a monthly basis according to the employee's current availability as indicated on their NJPAC Availability Form and Time Off Request Form and are available on the 16<sup>th</sup> of the month preceding (ex: September's schedule will be available on August 16<sup>th</sup>). A schedule will be mailed to each employee that is scheduled to work. It is the employee's obligation to review the monthly schedule immediately upon receipt and as soon as possible promptly notify House Management – but in any event prior to the first day of the applicable month – if an employee has been scheduled contrary

to their availability. In such a case, it shall not be the responsibility of the employee to find coverage. The Employer will post the "Standby List" for Employees to refer to when finding a replacement for their shift. The Standby List order is based upon the time and date that Employees submit their request to be added to the list. This is the order in which employees on the list will be offered the shift.

C. Once the schedule has been set, it is the employee's responsibility to fulfill their scheduled shift. If an employee cannot work on a shift they are scheduled, it is the employee's responsibility to find an employee of the bargaining unit to cover the shift. The Employer and the employees agree to work together to create an availability pool of employees seeking additional shifts.

D. Employees are required to arrive to work on time, in uniform and ready to work. Employees not in proper uniform may not be permitted to work. It is the employee's obligation to call the House Management Office if an employee is going to be late for their scheduled call time. If an employee is going to be absent due to illness or family emergency they must call the House Management Office. If an employee calls out due to illness for three or more consecutive scheduled days a doctor's note is required in order to return to work. Violations of the Employer's attendance policies may result in disciplinary action.

E. Employees will receive a break of 20 minutes in length when working a 4-hour shift. Employees who work over 6 hours or more in one workday, must take a ½ hour break. Employees who work over 10 hours in one workday, must take a 1-hour break. Employees must clock out for ½ and full hour breaks, and must also clock back in at the end of the break.

F. Employees who work the following holidays shall receive time and one-half (1 ½) for each hour worked: New Year's Day, Martin Luther King's Birthday, President's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day.

G. Employees will be guaranteed a minimum payment equivalent to a three and a half (3 1/2) hour shift for all performances and events regardless of hours worked. Employees will be guaranteed a minimum payment equivalent to a two (2) our shift for any on site staff meetings that are voluntary attendance. Employees will not receive pay for attending virtual meetings that are voluntary attendance.

H. The Union and Employer agree that scheduled shifts which are cancelled or re-scheduled due to the artist; acts of God; weather; civil disruption; fires; strikes; delays in transportation; or other circumstances beyond the control of the Employer shall not violate the terms of this Agreement.

## **ARTICLE 11 - WAGES**

The wage rates for all employees shall be increased as set forth below:

A. Effective January 1, 2022: Staff shall receive wage increases as follows:

a. Ushers:

- i. The starting/minimum rate for Ushers shall be \$15.00/hour.
- ii. Ushers currently below \$15.00/hour shall receive either \$15.00/hour, or a 4% increase, whichever is greater.
- iii. Ushers employed prior to June 30, 2019 shall receive \$15.50/hour, or a 4% increase, whichever is greater.
- iv. Ushers employed prior to December 31<sup>st</sup>, 2001, shall receive a

onetime longevity increase of an additional \$1.00/hour over their current wage, or a 4% increase, or \$16.50/hour, whichever is greater.

b. Assistant Head Ushers:

- i. The starting rate for Assistant Head Ushers shall be \$17.00/hour.
- ii. Assistant Head Ushers currently below \$17.00/hour shall receive either \$17.00/hour, or a 4% increase, whichever is greater.
- iii. Assistant Head Ushers employed prior to June 30, 2019 shall receive \$17.50/hour, or a 4% increase, whichever is greater.
- iv. Assistant Head Ushers employed prior to December 31<sup>st</sup>, 2001, shall receive a onetime longevity increase of an additional \$1.00/hour over their current wage, or a 4% increase, or \$18.50/hour, whichever is greater

A. Ushers and Assistant Head Ushers shall receive a 3% wage increase on Jan 1, 2023

B. Ushers and Assistant Head Ushers shall receive a 3% wage increase on Jan 1, 2024

## **ARTICLE 12 – UNIFORM ALLOWANCE**

A. Effective January 1, 2022, each Employee shall receive a Uniform Allowance of \$0.55/hour the first year of the CBA, and \$0.60/hour each of the next two years of the CBA. Notwithstanding the foregoing, the total Uniform Allowance paid to any Employee shall not exceed \$300.00 in any year of the CBA.

## **ARTICLE 13 – OUT OF TITLE WORK**

A. The Employer agrees that employees shall be assigned work appropriate to and within their title.

B. An employee may agree to work above their job classification for a period of not more than 30 calendar days, and that employee shall be paid at the higher rate of pay during the time they are assigned the higher level of work.

## **ARTICLE 14 – POSTINGS AND PROMOTIONS**

A. The Employer shall post on its bulletin board all promotional vacancies within the bargaining unit at least fourteen (14) days before such positions are filled.

B. Following the posting, employees shall have the opportunity to declare an interest in writing for such vacant positions during the fourteen (14) day posting.

C. The posting will include (1) the date of posting, (2) title of the vacant position, and (3) date by which application must be submitted. A copy of the posting shall be mailed or faxed to CWA Local 1037 prior to the beginning of the posting period.

D. Current bargaining unit employees, expressing an interest, shall be given consideration for promotional appointments before hiring from the outside. The Employer retains the right to promote the most qualified employee. The Employer agrees to consider seniority along with other qualifications in making promotional decisions.

## **ARTICLE 15 – LAYOFF AND RECALL**

The Employer shall seek to avoid layoffs. Should layoffs be economically necessary, the following shall apply:

### A. Seniority and Layoff Rights

(1) Seniority is an employee's total length of employment with the Employer, dated from the employee's date of hire by the Employer. Employees hired after the effective date of this Agreement will have seniority as of their date of hire.

(2) The Union and impacted employees shall be notified at least fourteen (14) days in advance of any possible layoff.

(3) Layoffs shall be conducted in inverse order of seniority.

(4) The position filled by the person with the least seniority shall be eliminated first. If additional positions must be eliminated, they shall be eliminated in inverse order of seniority of the employees filling those positions.

### B. Recall

(1) Laid off employees shall be placed on a recall list in order of Seniority, and offered any vacancies for which they qualify or for positions they previously held. Qualified employees from the recall list shall be offered vacancies before any employee is promoted or a vacancy is filled from outside recruitment.

(2) The recall list shall remain in effect for a period of one year after the layoff.

## **ARTICLE 16 – NO STRIKE OR LOCKOUT**

A. **No-Strike:** No employee or employees shall engage in any strike, sit-down, slow-down, sit-in, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer during the term of this Agreement.

The Union, its officers, agents, representatives and members shall not authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation, stoppage or interruption of work, boycott, sympathy strike or other interference with operations of the Employer, or ratify, condone or lend support to any such conduct or actions.

The Union agrees that within 24 hours of a request by the Employer it will take immediate action to end any such conduct or actions and will use its best efforts to induce employees to cease and desist from such conduct or actions, including advising them in writing to return to work and that their conduct or actions are prohibited under the Agreement.

B. **No Lock-Out:** The Employer agrees that it will not lock out employees during the term of this Agreement.

## **ARTICLE 17 – INTRODUCTORY PERIOD**

A. The introductory period for new employees shall be the first four months of employment worked after first shift worked during which time they may be discharged for any reason without benefit of the grievance and arbitration procedure.

## **ARTICLE 18 – PERSONNEL FILES**

A. Within 7 days of a request, an employee of the bargaining unit shall be provided the opportunity to review their personnel file at a time mutually convenient to the employee and the Director of Human Resources.

B. Employees may file a written response of reasonable length to any memoranda or documents placed in their official personnel file which are derogatory or adverse or which the employee believes require further explanation. Such response will be included in the employee's personnel file.

## **ARTICLE 19 – FULLY BARGAINED AGREEMENT**

A. This Agreement constitutes the fully bargained for provisions of all subjects negotiated between the parties. The Employer and Union for the term of this Agreement voluntarily and unqualifiedly waive the right to negotiate collectively, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered by this Agreement. Any subjects not included in this Agreement, but included in the Employer's Guest Services Staff Manual or the Employer's Policy and Procedure Manual, shall remain in effect.

## **ARTICLE 20 – SEPARABILITY AND SAVINGS**

A. If any Article or Section of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

## **ARTICLE 21 – ALTERATION OF AGREEMENT**

A. No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Employer and in no case shall it be binding upon the parties hereto, unless such Agreement is made and executed in writing between the parties.

## **ARTICLE 22 – SUCCESSORS AND ASSIGNS**

A. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns and legal representatives, subject to such rights which may be possessed by the State of New Jersey pursuant to statute, regulation or leasehold interest.

**ARTICLE 23 – TERMS OF AGREEMENT**

A. This Agreement shall be in effect for the period beginning January 1, 2022, and ending December 31, 2024 at which time the Agreement shall expire unless an extension is agreed to in writing by the parties prior to the expiration date.

B. If either party wishes to terminate, amend or otherwise modify the terms of this Agreement at the time of expiration, the party must notify the other in writing not less than sixty (60) days prior to the expiration date.

C. This Agreement shall be subject to ratification by the Board of Directors of the NJPAC.

**IN WITNESS WHEREOF**, the Union and the Employer have executed this Agreement on the \_\_\_\_ day of December, 2024.

**NEW JERSEY PERFORMING  
ARTS CENTER CORPORATION**

**COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO, LOCAL 1037**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_



**APPENDIX B**

**REPRESENTATION FEE AUTHORIZATION FORM**

COMMUNICATIONS WORKERS OF AMERICA  
PAYROLL DEDUCTION AUTHORIZATION

I hereby authorize the New Jersey Performing Arts Center (hereinafter the "Company") to deduct an amount equivalent to 85% of regular union dues from my pay and to forward the same amount to the Secretary-Treasurer of the Communications Workers of America (hereinafter the "Union").

It is understood that if said amount cannot be deducted from my pay in any weekly payroll period because my pay is insufficient therefore, such deduction shall be made when my weekly pay is sufficient, in the succeeding payroll week ending in the same month or the following month but not thereafter.

It is understood that the Company assumes no responsibility in connection with the above deduction except that of forwarding monies deducted to the Union.

Name (Print): \_\_\_\_\_

Residence Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**APPENDIX C**

**AVAILABILITY AND TIME OFF REQUEST FORMS**

NJPAC  
GUEST SERVICES STAFF  
PERSONAL AVAILABILITY

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_ Apt: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Cell: \_\_\_\_\_ Home: \_\_\_\_\_

Email Address: \_\_\_\_\_

Indicate the start and end time of your availability for each day.

Monday from \_\_\_\_\_ to \_\_\_\_\_

Tuesday from \_\_\_\_\_ to \_\_\_\_\_

Wednesday from \_\_\_\_\_ to \_\_\_\_\_

Thursday from \_\_\_\_\_ to \_\_\_\_\_

Friday from \_\_\_\_\_ to \_\_\_\_\_

Saturday from \_\_\_\_\_ to \_\_\_\_\_

Sunday from \_\_\_\_\_ to \_\_\_\_\_

I prefer my schedule:

Mailed to my home

E-Mailed to the address listed above

Please Note: Availability changes need to be made by the 1st of the month in order to be reflected on the following month's schedule.



**House Management  
Guest Services Staff  
REQUEST FOR TIME OFF**

**Today's Date:** \_\_\_\_\_

**Requested By:** \_\_\_\_\_

**Day(s) requested:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reason for Request:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All requests excluding medical leaves, must be submitted by the first of the month to be considered for the following month's schedule. If request is based on medical reasons, please attach valid documentation from your medical professional.

**Signed:** \_\_\_\_\_

The above request must be signed by the scheduling supervisor.

House Management Scheduling Supervisor: \_\_\_\_\_

Date Received: \_\_\_\_\_

Do not write in shaded area