

# **2011–2018 AGREEMENT**

between

## **THE CITY UNIVERSITY OF NEW YORK**

The Sylvia and Danny Kaye Playhouse at Hunter College,  
The Brooklyn Center for the Performing Arts at Brooklyn College,  
The Hostos Center for the Arts and Culture at Hostos Community College,  
and  
The Gerald W. Lynch Theatre at John Jay College of Criminal Justice



and

**INTERNATIONAL ALLIANCE OF THEATRICAL  
STAGE EMPLOYEES, LOCAL ONE**

**THEATRE AGREEMENT**



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AGREEMENT entered into this 1st day of February 2018 by and between The City University of New York, hereinafter also referred to as “ the University,” acting on behalf of The Sylvia and Danny Kaye Playhouse at Hunter College, The Brooklyn Center for the Performing Arts at Brooklyn College, The Hostos Center for the Arts and Culture at Hostos Community College, and The Gerald W. Lynch Theatre at John Jay College of Criminal Justice hereinafter also collectively referred to as “the College Theatre(s)” or “the Employer,” and the International Alliance of Theatrical Stage Employees Union Local One, hereinafter referred to as “the Union,” for a eighty-four (84) month period from November 14, 2011, through November 13, 2018.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the agreement thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

**ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION****Section 1.**

The University recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, which may be called the Theatre Technician Title Series Employees Unit, consisting of employees of The Sylvia and Danny Kaye Playhouse at Hunter College, The Brooklyn Center for the Performing Arts at Brooklyn College, The Hostos Center for the Arts and Culture at Hostos Community College, and The Gerald W. Lynch Theatre at John Jay College of Criminal Justice, whether full-time, part-time, per annum, hourly or per diem, in the non-competitive classified staff title(s) listed below, and in any successor title(s) that may be recognized by the University or certified by the New York State Public Employment Relations Board to be part of the unit herein for which the Union is the exclusive collective bargaining representative:

- (i) Theatre Technician**
- (ii) Theatre Technician Specialist**
- (iii) Lead Theatre Technician**

**Section 2.**

It is the understanding of the parties that all employees in this unit, regardless of job title, shall have only such contractual rights as are specifically enumerated in this Agreement. The use of job titles which are analogous to those used in other public sector bargaining units shall in no way create any entitlement to rights or privileges not specifically agreed to by the parties in this Agreement.

## **ARTICLE II - SCOPE AND JURISDICTION**

### **Section 1.**

This Agreement shall apply to and cover all employees in the titles of Theatre Technician, Theatre Technician Specialist, and Lead Theatre Technician. This Agreement will cover the work performed by employees in the aforementioned CUNY titles ("bargaining unit"), as specifically set forth in their respective job specifications.

### **Section 2.**

It is understood and agreed that this Agreement does not apply to or cover any current or future work performed as part of the academic mission of the University.

Notwithstanding, such work may be assigned to bargaining unit employees at the discretion of the respective college's performing arts center's management.

### **Section 3.**

(a) Bargaining unit employees may operate rental equipment, or other non-house equipment, except where a rental company requires as a condition of renting equipment the use of its own employees. Local One recognizes the right of a traveling stage crew to work on equipment that the crew brings into the theatre.

(b) It is understood that this Agreement shall not apply to the use, by a lessee of the theatre, of its own technical staff to load in, set up, and operate production equipment. In such cases, appropriate supervision shall be assigned.

(c) It is understood that this Agreement shall not apply to load in, set up, or operation of theatrical equipment by an artist or performer, where visual projection or audio presentation is the art or performance, or where an integral part of the performance may be set up by, and/or moved by an artist or performer in preparation for or during a performance.

Section 4.

The hiring of employees in the bargaining unit shall be conducted in accordance with the New York State Education Law, New York State Civil Service Law, the University's Personnel Rules and Regulations, and the University's EEO and affirmative action obligations under federal, state, and local laws. The performing arts center's management shall not be precluded from hiring employees from appropriate sources, including, but not limited to, Local One's membership pool (in accordance with the University's Personnel Rules and Regulations), on an emergency or on an as-needed basis.

**ARTICLE III - UNION RIGHTS AND UNION SECURITY**Section 1.

- (a) The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each employee.
- (b) Any employee may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the University, which bears the signature of the employee.

Section 2.

CUNY will make arrangements with the Office of the State Comptroller (for CUNY's Senior Colleges), and the New York City Office of Payroll Administration (for CUNY'S Community Colleges) to have a sum equal to four (4%) percent of the gross weekly salary of bargaining unit members forwarded to the Union.

Section 3.

When an employee is promoted or reclassified to another title represented by the Union, the dues check-off shall continue uninterrupted.

Section 4.

The Union shall be given access to The Sylvia and Danny Kaye Playhouse at Hunter College, The Brooklyn College Center for the Performing Arts, The Hostos Center for the Arts Culture at Hostos Community College, and The Gerald W. Lynch Theatre at John Jay College of Criminal Justice, provided they give notice to the respective College Human Resources Director of the purpose, date and time of their planned visit. Access to any of the subject CUNY theatres is contingent upon the Union receiving authorization from the College Director of Human Resources. It is further understood and agreed that the Union's meeting or discussion with bargaining unit employees shall occur on their meal break or on non-CUNY time so as not to interfere with the college's business.

**ARTICLE IV - SALARIES**Section 1.

(a) Unless otherwise specified, all salary provisions of this Agreement, including minimum and maximum salaries, and general increases, are based upon a normal work week of 35 hours for a designated full-time employee. An employee who works on an hourly basis and who is eligible for any salary adjustments provided in this Agreement, shall receive the appropriate pro-rata portion of such salary adjustment computed on the relationship between the number of hours regularly worked each week by such employee and the number of hours in the said normal work week, unless otherwise specified.

Hourly salary - 1/1827 of the appropriate minimum basic annual salary, for annual salaries based on 35 hours.

Section 2.

(a) Employees in the following titles shall be subject to the following specified salary(ies), general increase(s), salary adjustment(s), and/or salary range(s):

**SALARY RANGES**

<b><u>Title</u></b>	<b><u>Effective 5/14/2013 Minimum Maximum</u></b>	<b><u>Effective 5/14/2014 Minimum Maximum</u></b>	<b><u>Effective 5/14/2015 Minimum Maximum</u></b>	<b><u>Effective 5/14/2016 Minimum Maximum</u></b>
Theatre Technician	24,397 34,698	24,641 35,045	25,257 35,921	25,383 36,101
Theatre Technician (H)	13.36 18.99	13.49 19.18	13.83 19.66	13.90 19.76
Theatre Technician Specialist	26,566 39,033	26,832 39,423	27,503 40,409	27,641 40,611
Theatre Technician Specialist (H)	14.53 21.36	14.68 21.57	15.05 22.11	15.13 22.22
Lead Theatre Technician Level I	41,368 54,422	41,782 54,966	42,827 56,340	43,041 56,622
Lead Theatre Technician Level II	52,247 65,308	52,769 65,961	54,088 67,610	54,358 67,948
Lead Theatre Technician (H) Level I	22.64 29.80	22.87 30.10	23.44 30.85	23.56 31.00
Lead Theatre Technician (H) Level II	28.60 35.74	28.89 36.10	29.61 37.00	29.76 37.19

Section 3. General Wage Increase

- (a)
  - (i) Effective May 14, 2013, employees shall receive a general increase of 1 percent.
  - (ii) Effective May 14, 2014, employees shall receive a general increase of 1 percent compounded.
  - (iii) Effective May 14, 2015, employees shall receive a general increase of 2.5 percent compounded.
  - (iv) Effective May 14, 2016, employees shall receive a general increase 0.5 percent compounded.
  - (iv) Hourly employees shall receive the increases provided in Section 3a (i), (ii), (iii), and (iv) on the basis of computations heretofore utilized by the parties for all such employees.
- (b) The general increases provided for in this Section 3 shall be calculated as follows:
  - (i) The general increase in Section 3a (i) shall be based upon the base rates of applicable titles in effect on May 13, 2013.
  - (ii) The general increase in Section 3a (ii) shall be based upon the base rates of the applicable titles in effect on May 13, 2014.
  - (iii) The general increase in Section 3a (iii) shall be based upon the base rates of the applicable titles in effect on May 13, 2015.
  - (iv) The general increase in Section 3a (iv) shall be based upon the base rates of the applicable titles in effect on May 13, 2016.

- (c) The general increases provided for in this Section 3 shall be applied to the base rates and the minimum and maximum rates, including levels, if any, fixed for the applicable titles.
- (d) Employees in a title for which a general increase is specified in Section 2 of this Article shall receive such specified general increase, and shall be subject to the specified minimum and maximum rates (including levels), if any, fixed for the applicable titles. The provisions of this subsection d. shall satisfy the obligations provided in subsections a, b, and c of this Section 3.

#### Section 4

Each general increase provided herein, effective as of each indicated date, shall be applied to the rate in effect on the date as specified in Section 3 of this Article. In the case of a promotion or other advancement to a title on the effective date of the general increase specified in Section 3 of this Article, the employee shall be paid the general increase applicable to his or her former title, not that of the new title, subject, however, to the salary range of the new title.

#### Section 5 – Conditions of Payment

The general increases provided in Section 3a shall be payable as soon as practicable after the effective date of such general wage increases upon execution of the 2011-2018 CUNY/IATSE Local One Memorandum of Agreement.

#### Section 6.

(a) Effective upon the date of ratification of the Memorandum of Agreement by the Union, a lump sum cash payment in the amount of \$1,000 shall be paid to designated full-time employees in active pay status on the date of ratification. The lump sum cash payment shall be pensionable consistent with applicable law.

(b) Hourly employees shall receive a pro-rata portion of the lump sum cash payment (not to exceed \$1,000) as set forth in Section 6(a) above.

(c) The lump sum cash payment shall be payable as soon as practicable upon ratification of the 2011-2018 Memorandum of Agreement.

(d) The lump sum cash payment shall not become part of the employee's basic salary rate nor be added to the employee's basic salary for the calculation of any salary based benefits, including calculation of future collective bargaining increases.

#### Section 7.

In the case of an employee on a leave of absence without pay, the salary rate of such employee shall be changed to reflect the salary adjustments specified in Article III.

#### Section 8.

The following shall be deemed active uninterrupted service for salary purposes:

1. Absence compensated by Workers' Compensation Benefits.
2. Annual leave
3. Sick leave with pay
4. Leave with full pay
5. Military leave as provided in Section 242 and 243 of the Military Law.

#### Section 9.

The term "general increase" shall mean a salary increase granted to employees in a title without regard to length of service. An employee on payroll, including an employee on leave without pay, as of the effective date or dates of a general increase, shall have the general increase added to his or her salary rate as of such effective date or dates.

Section 10

In the event that any payment is not paid on the date due under this Agreement, such payment when made shall be paid retroactive to such due date.

**ARTICLE V – CANCELLATION OF CALL**

Full-time and hourly bargaining unit employees shall be compensated for four (4) hours in cash payment if a call (theatre show, event or production) is canceled less than twenty-four (24) hours prior to its start time, unless the call is canceled for acts of God or acts of Government. In no event shall there be compound or cumulative (e.g., pyramid of) payments.

**ARTICLE VI - MINIMUM CALL**

Full-time and hourly bargaining unit employees assigned to a call shall be compensated for a minimum of four (4) hours for each work call. In no event shall there be compound or cumulative (e.g., pyramid of) payments.

**ARTICLE VII - MEAL PENALTY**

Bargaining unit employees shall be compensated with a limited one (1) hour meal penalty at the applicable “straight time,” for any meal not permitted between the beginning of the third hour of work and the beginning of the sixth hour of work. If management limits the allotted meal period to thirty (30) minutes, bargaining unit employees will remain on the clock during said meal period. In no event shall there be compound or cumulative (e.g., pyramid of) payments.

**ARTICLE VIII - COMPENSATION AFTER MIDNIGHT**

Full-time and hourly bargaining unit employees shall be compensated at time and one-half (1.5x) for "work performed" from midnight (12:00 a.m.) to 7:00 a.m. In no event shall there be compound or cumulative (e.g., pyramid of) payments.

**ARTICLE IX - TAPED AND FILMED EVENTS FOR NATIONAL DISTRIBUTION OR****BROADCAST FOR PROFIT**

(a) Effective February 9, 2006, full-time and hourly bargaining unit employees shall be paid an additional \$1.50 per hour for an assignment to work on a taped or filmed event for national distribution or broadcast for profit, which shall exclude events pertaining to dance schools or recitals. In no event shall there be compound or cumulative (e.g., pyramid of) payments.

(b) A filmed event or video taped event shall be defined as an event using more than one (1) camera and/or an audio recorded event using an audio console separate from the house or monitor consoles or an event that is being recorded on multi-track. Press feeds and CUNY functions are excluded from this provision.

**ARTICLE X - WELFARE FUND****Section 1.**

The University shall contribute to the Welfare Fund of IATSE Local One for each full-time and hourly employee who is covered by such Welfare Fund as follows:

Effective May 14, 2017, the contribution rate to the Welfare Fund of IATSE Local One, will be eight and one-half percent (8.5%) of the gross monthly earnings of all bargaining unit employees.

Effective May 14, 2018, the contribution rate to the Welare Fund of IATSE Local One, will be ten percent (10%) of the gross monthly earnings of all bargaining unit employees.

<b>Effective 5/14/17</b>	<b>8.5% of employee's gross earnings</b>
<b>Effective 5/14/18</b>	<b>10% of employee's gross earnings</b>

### **ARTICLE XI - ANNUITY FUND**

The University shall contribute to the Annuity Fund of IATSE Local One for each full-time and hourly employee, subject to exclusions for hourly employees, as set forth below who is covered by such Annuity Fund, as follows:

#### **Section 1.**

Effective May 14, 2016, CUNY agreed to a monthly contribution to the "Annuity Fund of Local One, IATSE," of six and six-tenth percent (6.6%) for all designated full-time bargaining unit employees, and six percent (6.0%) for all designated hourly bargaining unit employees.

Effective May 14, 2017, CUNY agreed to a monthly contribution to the "Annuity Fund of Local One, IATSE," of seven and one-tenth percent (7.1%) for all designated full-time bargaining unit employees, and six and one-half percent (6.5%) for all designated hourly bargaining unit employees.

<b><u>Effective</u></b>	<b><u>Full-Time Employees</u></b>	<b><u>Hourly Employees</u></b>
<b>5/14/16</b>	<b>6.6% of employee's gross earnings</b>	<b>6.0% of employee's gross earnings</b>
<b>5/14/17</b>	<b>7.1% of employee's gross earnings</b>	<b>6.5% of employee's gross earnings</b>

Section 2

It is understood and agreed that in accordance with Sections 1 above, Local One will create an annuity fund account for each employee in the CUNY Theatre Technician title series for which the Union is receiving an annuity fund contribution from CUNY based on the gross monthly earnings of the CUNY employed membership represented by Local One.

**ARTICLE XII - WORK WEEK**

The normal work week for designated full-time employees shall be 35 hours. Wherever practicable, the normal work week for full time bargaining unit employees shall consist of five (5) consecutive working days separated by two (2) consecutive days off. It is agreed and understood that the scheduling of a work week is a managerial prerogative.

**ARTICLE XIII - DESIGNATED PAID HOLIDAYS AND HOLIDAY PAY**Section 1.

There shall be nine (9) paid holidays for all designated full-time employees. Effective February 9, 2006, Martin Luther King, Jr.'s Birthday was added as a paid holiday.

Section 2.

The nine (9) holidays for full-time employees are as follows:

New Year's Day	Thanksgiving Day
Martin Luther King, Jr.'s Birthday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Years' Eve
Labor Day	

Section 3.

CUNY agrees to compensate full time and hourly bargaining unit employees assigned to work on a designated holiday, as set forth in Section 2, time and one-half (1.5x) for

the hours worked. In no event shall there be compound or cumulative (e.g. pyramid of) payments.

#### **ARTICLE XIV - OVERTIME**

##### **Section 1.**

- (a) The University agrees to follow the provisions and obligations under the Fair Labor Standards Act (“FLSA”) “.
- (b) “Authorized voluntary overtime” shall be defined as overtime for work authorized by the College Theatre Director or the Director’s designee which the employee is free to accept or decline.
- (c) “Ordered involuntary overtime” shall be defined as wherein an employee may be verbally ordered to perform involuntary overtime by a College Theatre Director or his/her designee, who has been delegated with such authority, and such order, shall be put in writing wherever practicable.

##### **Section 2.**

- (a) Overtime (voluntary or involuntary) worked between the thirty-fifth (35<sup>th</sup>) hour and fortieth (40<sup>th</sup>) hour in any payroll week shall be compensated in cash at straight time.
- (b) Overtime (voluntary or involuntary) worked in excess of forty (40) hours in any payroll week shall be compensated in cash at time and one half (1.5x).

##### **Section 3. – Daily Overtime**

Overtime (voluntary or involuntary) worked in excess of eleven (11) hours worked in a daily tour of duty, shall be compensated in cash at time and one-half (1.5x). In no event shall there be compound or cumulative (e.g. pyramid of) payments.

Section 4. Only the time during which an employee has actually worked, shall be counted in computing the number of hours worked during the week for purposes of CUNY's compliance with the Fair Labor Standards Act ("FLSA").

Section 5. – No Replacement to Avoid Overtime

Employees working on the same production shall not be involuntarily replaced to avoid the payment of overtime.

Section 6.

In the event of any inconsistency between this Article and the standards imposed by the Federal Fair Labor Standards Act ("FLSA") or other applicable Federal or State Law, the Federal or State Law shall take precedence unless such Federal or State Law authorizes such inconsistency.

**ARTICLE XV - TIME AND LEAVE**

Section 1.

This section on time and leave shall not circumscribe the authority of the University or the College Theatre to issue new interpretations subsequent to the effective date of this Agreement, and not inconsistent with this Agreement. Such new interpretations shall be subject to the grievance and arbitration provisions of this Agreement.

Section 2.

(a) The annual leave allowance accrual for full-time employees shall be at fifteen (15) days per annum, at the rate of one and one-quarter (1-1/4) days for each month of creditable employment, up to a maximum accrual of 54 days. Full-time employment shall be defined as 35 hours per week for at least 42 weeks.

(b) The sick leave allowance accrual for full-time employees shall be at twelve (12) days per annum, at the rate of one (1) day per month for each month of creditable

employment. Full-time employment shall be defined as 35 hours per week for at least 42 weeks.

(c) Hourly employees are not eligible to receive annual leave or sick leave benefits.

### Section 3

Sick leave shall be used only for personal illness of the employee. Approval of sick leave is discretionary with the College Theatre Director or the College Office of Human Resources. Proof of disability may be requested by the College Theatre Director or the College Office of Human Resources, which shall be provided by the employee, satisfactory to the College.

Unused sick leave accrual by a full-time bargaining unit employee shall be carried over from year to year to a maximum of 180 days.

### Section 4.

An employee's annual leave usage shall be changed to sick leave during a period of verified hospitalization. When an employee is seriously disabled, but not hospitalized, while on annual leave, after the employee submits proof of such disability which is satisfactory to the College Theatre Director or College Office of Human Resources, such leave time may be charged to sick leave and not to annual leave at the employee's option.

## **ARTICLE XVI - PENSION**

It is understood and agreed that in accordance with the requirements of the New York City Employees Retirement System ("NYCERS"), designated full-time bargaining unit employees will be required to become members of the pension system within six (6) months after their date of appointment, but may voluntarily elect to join the system prior to their mandated membership date. It is also understood and agreed that all other

eligible hourly bargaining unit employees have the option of joining the NYCERS pension system upon appointment or at anytime thereafter.

## **ARTICLE XVII - HEALTH INSURANCE**

### Section 1

It is understood that pursuant to the agreement reached between the parties, bargaining unit employees will not be entitled to participate in the New York City Health Insurance Benefits Program. It is further understood that Local One hereby forfeits any claim for the payment(s) that the University would have made into the City's Health Insurance Benefits Program on behalf of full time and hourly bargaining unit members.

### Section 2

It is understood and agreed by Local One that if a court or arbitrator of competent jurisdiction were to award Local One a credit, in whole or in part, for the cost of the City's Health Insurance Benefits Program, Local One agrees to provide concomitant savings to fully neutralize the cost of any such award.

### Section 3.

In accordance with sections 1 and 2 above, the University agrees to make contributions to Local One's Welfare Fund for the purpose of providing health and other welfare benefits to bargaining unit employees, (see, Article X of this Agreement - CUNY's Welfare Fund contributions to Local One).

(a) In accordance with IATSE Local One's Summary Plan Description issued July 1, 2012, a covered employee must meet the minimum \$37,500 salary earnings requirement (Tier I) before becoming eligible to receive the health benefit coverage under Local One.

**ARTICLE XVIII - EVALUATIONS AND PERSONNEL FOLDERS****Section 1.**

An employee shall be required to accept a copy of any evaluatory statement of the employee's work performance or conduct, prepared during the term of this Agreement, if such statement is to be placed in any permanent personnel file relating to the employee. The evaluation form shall contain or have attached to it an acknowledgement that the employee has seen and read the evaluation, but does not necessarily agree with its contents. The employee shall sign the acknowledgement. The employee shall have the right to answer any such evaluatory statement filed and the answer shall be attached to the file copy. Any evaluatory statement with respect to the employee's work performance or conduct, a copy of which is not given to the employee, may not be used in any subsequent disciplinary action against the employee. An employee shall be permitted to view his or her personnel file once a year and when an adverse personnel action is initiated against the employee by the College/Theatre. The viewing shall be in the presence of a designee of the College/Theatre and held at such time and place as the College/Theatre may prescribe.

**Section 2.**

If an employee finds in the employee's personnel file any material relating to the employee's work performance or conduct in addition to evaluatory statements, the employee shall have the right to answer any such material filed and the answer shall be attached to the file copy.

**ARTICLE XIX - OCCUPATIONAL SAFETY AND HEALTH**

It is understood and agreed that CUNY will make every effort to maintain a safe, healthy, and sanitary work environment for bargaining unit employees.

**ARTICLE XX - NONDISCRIMINATION****Section 1.**

Neither a Theatre, College nor the Union shall discriminate with respect to the hours, wages or any terms or conditions of employment of any employee because of sex, sexual orientation, race, marital status, age, creed, religion, national origin, and disability not related to job duties, color, political belief, or membership in, or lawful activity on behalf of the Union. Sexual harassment shall be considered discrimination because of sex.

**Section 2.**

The Union agrees that it will admit to membership and represent equally all employees in a title represented by the Union.

**Section 3.**

Except by agreement between the University and the Union to the contrary, a grievance alleging a violation of this Article shall not be processed under this Agreement on behalf of any employee who files or prosecutes or permits to be filed or prosecuted on his or her behalf, in any court or governmental agency, a claim, complaint or suit, complaining of the action grieved, under applicable Federal, State or Municipal law or regulations.

**ARTICLE XXI - NO STRIKE PLEDGE**

The University and the Union agree that disputes which may arise between them during the term of this Agreement shall be settled without resort to strike or lockout and that the requirements of the law in this regard shall not be violated. The University agrees that it will not lock out any or all employees and the Union agrees on behalf of itself and its membership that there shall be no strikes, slowdowns, work stoppage or interference with the normal operations of the Theatre, the College or the University.

## **ARTICLE XXII - LEGISLATIVE ACTION**

As required by law:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **ARTICLE XXIII - DISCIPLINARY PROCEDURE**

### **Section 1.**

The disciplinary guidelines discussed below shall be applicable to all full-time employees in the bargaining unit entitled to disciplinary rights, e.g., those who have satisfactorily completed one (1) year of probationary service. Full-time shall be defined as those employees in the bargaining unit working a 35 hour week for at least 42 consecutive weeks on paid status.

### **Section 2.**

The disciplinary guidelines discussed herein shall not be applicable to hourly employees of the bargaining unit.

### **Section 3.**

The employer may discipline any full-time employee for incompetence or misconduct. The employee must be notified by the College in writing of the charges and the date and location of the disciplinary hearing. The employee shall have the right to have union representation during this hearing. The hearing shall be held within thirty (30) calendar days of the date of notification. The decision by the hearing officer will be issued within fourteen (14) work days after the conclusion of the hearing. The forms of discipline shall include, but not be limited to, a written reprimand, a fine not to exceed \$100, suspension without pay for a period not exceeding two (2) months, demotion or termination. For

exceptional circumstances requiring immediate action by a college, including, but not limited to, potential injury to staff, faculty, students, or members of the college community, or unreasonable disruption of college/theatre operations, an employee may be suspended without pay prior to a disciplinary hearing pending a decision by the College. A penalty, such as those enumerated above issued by the College after a hearing, including termination, shall be effective upon issuance of said decision.

#### Section 4.

The Union or the employee may appeal the College's decision to the CUNY Civil Service Commission, or the Union may appeal the College's decision to binding arbitration. An appeal to the CUNY Civil Service Commission shall be submitted in writing to the Secretary of the Commission within thirty (30) calendar days of receipt of the College's decision. A request for arbitration shall be made in writing to the American Arbitration Association within thirty (30) calendar days of receipt of the College's decision. A copy of said request for arbitration shall also be forwarded to CUNY's Office of Legal Affairs.

#### Section 5.

Appeals to the Commission: Appeal to the CUNY Civil Service Commission shall be on the basis of the record at the College hearing. The College shall furnish the Secretary of the Commission a record of the disciplinary proceedings. The employee shall have the right to have union representation during this appeal proceeding.

#### Section 6.

Appeals to Arbitration: Following the Union's request for arbitration, an arbitrator shall be selected in accordance with the rules of the American Arbitration Association, or the parties may agree to designate an arbitrator using the CUNY Classified Staff Arbitration

Panel. The employee shall have the right to have union representation during this appeal proceeding. The decision of the arbitrator shall be final and binding. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

## **ARTICLE XXIV - GRIEVANCE PROCEDURE**

### **Section 1.**

A grievance shall be defined as an allegation by an employee or Local One that there has been a breach, misinterpretation or improper application of a term of this Agreement, and shall be processed and disposed of as set forth below.

### **Section 2. – Step I**

An employee and/or his Local One Business Manager or Representative shall advise the Director of the Performing Arts Center or the Production Manager in writing of an employee's grievance. Grievances shall be filed no later than thirty (30) calendar days after the date on which the grievance arose. Any grievance not processed within the time limits specified shall be deemed waived by the employee and/or Local One. The parties shall meet within fourteen (14) work days of filing to discuss the grievance. The decision by the College shall be issued within fourteen (14) work days of the grievance meeting.

### **Section 3.**

In the event the College exceeds any time limit discussed within the grievance guidelines, and there is no agreement between the parties for a waiver of such time limit, the grievant and/or Local One may invoke the next step of the grievance guidelines, except that only Local One may invoke impartial arbitration under Section 4 below.

Section 4. - Step 2

A grievance which has not been satisfactorily resolved at Step I may be referred by the employee or the Union within thirty (30) calendar days of the decision in Step 1 to an arbitrator selected in accordance with the rules of the American Arbitration Association for a final and binding determination, or the parties may agree to designate an arbitrator using the CUNY Classified Staff Arbitration Panel for a final and binding determination.

Section 5.

Any arbitrator selected for a grievance as defined herein, shall have no power to add to, subtract from, or modify in any way the terms of this Agreement.

Section 6.

The fees and expenses of the American Arbitration Association and the arbitrator, if utilized, shall be borne equally by the parties.

Section 7.

A grievance filed under this Agreement may be resolved by settlement agreement only if agreed to in writing by the University Office of Faculty and Staff Relations and an authorized representative of Local One.

**ARTICLE XXV - FINANCIAL EMERGENCY ACT**

The provisions of this Agreement are subject to applicable provisions of law, including the New York State Financial Emergency Act for the City of New York as amended.

**ARTICLE XXVI – APPROVAL AND RATIFICATION**

This Agreement is subject to the approval and ratification by the appropriate City and State authorities, the Board of Trustees of The City University of New York, the Board of

Trustees of IATSE Local One, and the CUNY employed membership of IATSE Local One.

**ARTICLE XVII – PROHIBITION OF FURTHER ECONOMIC DEMANDS**

No party to this Agreement shall make additional economic demands during the term of this Agreement.

**ARTICLE XXIII - SAVINGS CLAUSE**

In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

**ARTICLE XXIX – RESOLUTION OF DISPUTES**

This Agreement shall constitute and be deemed a complete adjustment and settlement of all demands and items presented, and as to all of such demands and items there shall be no further collective bargaining for effectiveness during the period from November 14, 2011 to November 13, 2018.

Except as otherwise provided herein, any further collective bargaining between the Union and the University during the term of this Agreement shall be limited to a matter within the scope of collective bargaining where: (a) the matter was not specifically covered by the Agreement or raised as an issue during the negotiations out of which agreements arose; and (b) there shall have arisen a significant change in circumstances with respect to such matter, which could not reasonably have been anticipated by both parties at the time of the execution of such agreement.

It is understood and agreed that any dispute, controversy, or claim concerning or arising out of the execution, application, interpretation or performance of any of the terms or conditions of this Agreement, except for the provision contained in Article I - "Scope and

Jurisdiction Clause,” subsection d. of the 2000-2004 Memorandum of Agreement, (see, Article II – Scope and Jurisdiction, Section 4), shall be submitted to arbitration upon written notice therefore by any of the parties to this Agreement to the party with whom such dispute or controversy exists. The matter submitted for arbitration shall be in accordance with the terms of the dispute resolution provisions contained herein in this Agreement.

INTERNATIONAL ALLIANCE OF THEATRICAL  
STAGE EMPLOYEES, LOCAL ONE

THE CITY UNIVERSITY OF NEW YORK

By: James J. Claffey, Jr.      11/20/18  
James J. Claffey, Jr.      Date  
President

By: James B. Milliken      \_\_\_\_\_  
James B. Milliken      Date  
Chancellor