

**MEMORANDUM OF AGREEMENT**  
**For Successor Agreement**  
**to the**  
**2008 - 2011 Agreement**  
**by and between**

**THE CITY UNIVERSITY OF NEW YORK**  
**and**  
**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES**  
**UNION, LOCAL ONE**

**MEMORANDUM OF AGREEMENT** made this \_\_\_ day of May, 2017 (hereinafter "MOA") by and between the undersigned parties, to wit, The International Alliance of Theatrical Stage Employees Union, Local One (referred to as the "Union," or "IATSE Local One"), and The City University of New York (referred to as the "University" or "CUNY");

**WHEREAS**, 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 Theater at John Jay College of Criminal Justice has entered into negotiations and reached this successor agreement with Local One covering represented employees in the non-competitive classified staff titles of CUNY Theatre Technician, CUNY Theatre Technician Specialist, and CUNY Lead Theatre Technician; and

**WHEREAS**, the undersigned parties desire to enter into a collective bargaining agreement modifying the 2008-2011 collective bargaining agreement between IATSE Local One and CUNY acting on behalf of the aforementioned CUNY Theaters under this agreement, terminating November 13, 2011 (predecessor CUNY/IATSE Local One Agreement), to cover the employees represented by Local One; and

**WHEREAS**, the undersigned parties to this agreement intend by this MOA to cover all economic and non-economic matters and to incorporate the following terms of this MOA into the CUNY/IATSE Local One Successor Agreement, as set forth below;

**NOW THEREFORE**, it is mutually agreed to by and between the parties as follows:

**1. Term of Agreement:**

The term of the successor CUNY/IATSE Local One Agreement shall be eighty-four (84) months from the date of termination of the predecessor agreement, namely, from November 14, 2011, through November 13, 2018.

**2. Continuation of Terms**

The terms of the predecessor CUNY/IATSE Local One Agreement shall be continued except as modified by this MOA. The terms of the 2008-2011 Agreement and this MOA will comprise the 2011-2018 Successor Agreement between CUNY and IATSE Local One.

**3. Prohibition of Further Economic Demands**

No party to this agreement shall make additional economic demands during the term of this agreement. Any disputes hereunder shall be promptly submitted and resolved.

**4. Ratification Bonus**

- A. A lump sum cash payment in the amount of \$1,000, pro-rated for other than full-time employees, shall be payable as soon as practicable upon ratification of the Agreement to those employees who are on payroll as of the date of ratification. The lump sum cash payment shall be pensionable, consistent with applicable law.
- (i) Part-time per annum, part-time per diem (including seasonal employees), per session and hourly paid employees and employees whose normal work year is less than a full calendar year shall receive a pro-rata portion of the lump sum cash payment as set forth in Section 4 A. above, on the following basis:
- (a) In order to be eligible to receive the \$1,000 pro-rata lump sum cash payment, the hourly employee must have worked during any part of the period from July 1, 2015, through June 30, 2016 (Fiscal Year 2016).
- (b) All hourly employees meeting the eligibility criteria in 4. A (i) (a) above will receive a pro-rata amount based on the calculation of the total number of hours worked during the period July 1, 2015, through June 30, 2016, excluding any sick leave and/or annual leave paid during this period.
- (c) The pro-rata calculation shall be based upon the full time per day equivalent (7 hours) for similar employees in respective full time titles, if applicable.
- (d) The pro-rata portion of the lump sum cash payment shall not exceed the amount in Section 4. A. above.
- (ii) The lump sum cash payment provided in Section 4. A. above shall not become part of the employee's basic salary rate, nor shall it be added to the employee's basic calculation of any salary based benefits, including calculation of future collective bargaining increases.
- B. The parties acknowledge that the ratification bonus for active full-time and hourly Local One represented employees at The Sylvia and Danny Kaye Playhouse at Hunter College and The Brooklyn Center for the Performing Arts at Brooklyn College, were inadvertently paid to these employees, and therefore they will not be entitled to another ratification bonus payment once Local One ratifies the agreement with its rank and file membership. It is understood and agreed that once Local One ratifies the agreement, inactive hourly employees who worked at The Sylvia and Danny Kaye Playhouse at Hunter College during FY2016, and who as a result of the inadvertent ratification bonus that was processed for this group of hourly employees have a State Payroll pro-rata ratification bonus check currently on hold and in the possession of the Office of Human Resources at Hunter College, will be paid as soon as practicable upon execution of this MOA.

The pro-rata ratification bonus check will be forwarded to the hourly employee's address on record with Hunter College. CUNY agrees to provide IATSE Local One with an updated list of all employees referenced in Section 4. B. and the status of their ratification bonus.

5. **General Wage Increase**

a. The general wage increases, effective as indicated, shall be as follows:

**Effective Dates**

- |   |          |
|---|----------|
| i) 1% percent<br>(1 <sup>st</sup> day of the 18 <sup>th</sup> month)                  | 05/14/13 |
| ii) 1% percent<br>(1 <sup>st</sup> day of the 30 <sup>th</sup> month - compounded)    | 05/14/14 |
| iii) 2.5% percent<br>(1 <sup>st</sup> day of the 42 <sup>nd</sup> month - compounded) | 05/14/15 |
| iv) .5% percent<br>(1 <sup>st</sup> day of the 54 <sup>th</sup> month - compounded)   | 05/14/16 |
- vii) Hourly employees shall receive the increases provided in subsection 5. (a) (i) through 5. (a) (iv) on the basis of the computations heretofore utilized by the parties for all such employees.

b. The increases provided in Section 5. (a) (i) through 5. (a) (iv) shall be calculated as follows:

- i) The general increases in Section 5. (a) (i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the last day of the seventeenth (17<sup>th</sup>) month of this successor CUNY/IATSE Local One Agreement.
- ii) The general increase in Section 5. (a) (ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the last day of the twenty-ninth (29<sup>th</sup>) month of this successor CUNY/IATSE Local One Agreement.
- iii) The general increase in Section 5. (a) (iii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the last day of the forty-first (41<sup>st</sup>) month of the applicable successor CUNY/IATSE Local One Agreement.
- iv) The general increases in Section 5. (a) (iv) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the last day of the fifty-third (53<sup>rd</sup>) month of this successor CUNY/IATSE Local One Agreement.



10. **Resolution of Disputes**

a. Subject to the subsequent provisions of Section 10. (b) below, any dispute, controversy, or claim concerning or arising out of the execution, application, interpretation or performance of this MOA shall be submitted to arbitration upon written notice therefor by any of the parties to this MOA 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 provision of this CUNY/IATSE Local One Agreement. Any award in such arbitration proceeding shall be final and binding and shall be enforceable pursuant to Article 75 of the CPLR.

b. After incorporation of this Agreement into the successor CUNY/IATSE Local One Agreement, any dispute, controversy or claim referred to in Section 10. (a) which arises between the parties to such separate agreement, shall be submitted in accordance with the dispute resolution provisions of the successor CUNY/IATSE Local One Agreement.

c. The terms of this Section 10 shall be from the date of execution of this MOA to the date of execution of the successor agreement to this MOA.

11. **Retroactivity**

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

12. **Legislative Action**

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 therefor, shall not become effective until the appropriate legislative body has given its approval.

13. **Savings Clause**

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

14. **Approval and Ratification**

The terms of this MOA are subject to approval by the Board of Trustees of The City University of New York, the Board of Trustees of IATSE Local One, and ratification by the CUNY-employed membership of IATSE Local One.

WHEREFORE, we have hereunto set our hands and seals on this \_\_\_\_ day of May, 2017.

THE UNION

THE CITY UNIVERSITY OF NEW YORK

James J. Claffey Jr. 5/17/17  
By: James J. Claffey, Jr. Date  
President  
IATSE Local One

James B. Milliken 5/24/17  
By: James B. Milliken Date  
Chancellor