

Agreement

By and between

Cornish College of the Arts

and I.A.T.S.E.

Locals 15, 887, and 488

2022-2023

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This AGREEMENT is made and entered into between CORNISH COLLEGE OF THE ARTS, a nonprofit organization, herein "College", and The INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS of the UNITED STATES and CANADA, AFL-CIO, CLC, herein referred to as the "Union".

Preamble

The mission of Cornish College of the Arts is to provide students aspiring to become practicing artists with an educational program of the highest possible quality, in an environment that nurtures creativity and intellectual curiosity, while preparing them to contribute to society as artists, citizens, and innovators.

Cornish realizes this mission by offering baccalaureate studies in the performing and visual arts and by serving as a focal point in the community for public presentation, artistic criticism, participation and discussion of the arts.

The mission of the Union is to advance the economic, social and cultural interests of its members while promoting harmonious relationships with its employers and increasing the stability of the industry.

The goal of the relationship memorialized in this agreement is for both parties to achieve their respective missions in a professional teaching theater. Students will work alongside professional crews not only during classes they are taking for credit, but during professional shows, where they are able to observe and learn from stage technicians working at the top of their craft. Student learning and student success is the animating force of this agreement.

The parties acknowledge equity, fair play and trust as the cornerstones of their relationship. They also desire to cooperate in establishing conditions of employment at the Cornish Playhouse & rest of campus venues compatible with the provisions of this agreement which will enhance the Cornish program and to provide methods for the fair and peaceful adjustments of all disputes. The parties shall strive for the economic and social equality of all Cornish workers.

The principles incorporated herein will be carried forward in all future agreements.

ARTICLE 1 RECOGNITION

The College hereby recognizes the International Alliance of Theatrical Stage Employees (IATSE) Locals 15, 488, and 887 (hereinafter "Union") as the sole and exclusive bargaining representative for all full-time, part-time, and intermittent technicians performing audio, video, lighting, rigging, theatrical carpentry, prop artisan work, painting, wardrobe and all other stagehand-related duties employed by Employer whose classifications are covered by this agreement within the jurisdiction of this agreement; excluding all other employees and guards and supervisors as defined by the National Labor Relations Act.

ARTICLE 2 UNION SECURITY

2.1 Bargaining Unit Members covered by this agreement, as a condition of employment, shall become and thereafter remain members in good standing of the Union on and after the seven hundred fiftieth (750th) hour of their employment by the College or, if they already have worked for the College for seven hundred fiftieth (750th), after the seven hundred fiftieth (750th) hour following the execution of this agreement, whichever is the later date.

2.2 The College agrees that it will deduct Union dues and fair share fees or payments from all wages earned by Bargaining Unit Members covered by this agreement, for whom there has been or shall be filed with the College, a written assignment in accordance with section 302 (c) of the Labor Management Relations Act, 1947. Within twenty (20) days after the end of each payroll period, the College or its authorized agent shall remit the total amount of all deductions during said payroll period. For any Bargaining Unit Member who elects not to join the Union, the College shall deduct a fair share fee or payment in lieu of dues from the paycheck of each bargaining unit member covered by this agreement who is not a member of the Union. The amount will be designated by the Union but in no event will it exceed an amount equal to the full dues and initiation fees paid by the Union members. The Union shall utilize such payments in accordance with the requirements of state and federal law. The Union agrees to indemnify and hold the College harmless from any claims from any employees arising out of the deductions made under this Article.

ARTICLE 3 SCOPE OF AGREEMENT AND HIRING

3.1 Scope of Agreement

3.1.1 This agreement shall be applicable to all Bargaining Unit Members referred to in Article 16 - Job Classifications. The College shall not use Bargaining Unit Members other than those established in this agreement to perform Work under this agreement. The wage scales and working condition provisions of this agreement shall be minimums.

3.1.2 It is understood that due to the scale and nature of most Work within Cornish that Bargaining Unit Members may be required to work in more than one Job Classification or on more than one event during a single call. However, no Bargaining Unit Members will be assigned to work more than one event at the same time unless mutually agreed to by the College and the Bargaining Unit Member prior to scheduling. (See 17.3.6.1)

3.1.3 Students at Cornish College of the Arts may perform Bargaining Unit Work as described in Article 5 - Minimum Staffing and Article 6- Categories of Use.

3.1.4 The scope of this agreement shall cover activities within the performance venues and shops owned and/or operated by Cornish College of the Arts (herein collectively referred to as "Cornish") and their Operations Locations, within the city of Seattle, WA (see Article 4.7). All terms of this agreement shall apply to any Work performed for the College by all Bargaining Unit Members covered by this agreement.

3.1.4.1 For trainings, meetings, or orientation, including but not limited to, College departmental production or design meetings, all staff meetings, CSES monthly meetings, safety meetings, and Labor/Management meetings can either be included in a typical work day's minimum or have a separate call for which there is a 2 (two) hour minimum.

3.1.4.2 For Work outside the scope of this agreement, the minimum call shall be two (2) hours. No Bargaining Unit Member shall be required to accept work outside the scope of this agreement.

3.1.5 The College shall not be precluded from providing nor shall any Bargaining Unit Member be precluded from obtaining more favorable conditions than those outlined in this agreement. The College shall not enter into individual employment agreements that conflict with the meaning and/or intent of this agreement.

3.1.6 Costume Designers on Third-Party Rentals (see Article 6.5) shall be allowed on a limited basis to execute costume notes when the need arises for no more than two (2) hours at a time, and no more

than four (4) hours a week.

3.2 Hiring Procedures

3.2.1 When the College is in need of additional workers in the Job Classification represented by Local 15, it shall first call Bargaining Unit Members who are Qualified for the Work and who meet the educational mission of the College. To create an open and fair selection process, an open call to all workers of Locals 15, 887 and 488 shall be conducted at least once per annum, during which Bargaining Unit Members of the Union and Cornish Management will update the Internal list of workers who meet the specific qualifications identified by the College and the Bargaining Unit. This process shall be considered the Vetting Process for workers. The College will work with the Bargaining Unit to determine the dispatch/hiring policies of this Internal list and will offer work by skill set qualification and tenure with the College. The Internal list, including the call order and skill set, will be published and open for Bargaining Unit Members to view.

3.2.1.1 Should the above procedure not sufficiently provide adequate labor for the call, the College shall utilize the Local 15 Hiring Hall to dispatch remaining positions. The College shall make best efforts to notify Local 15 Dispatch office by email at least seven (7) days in advance of the call, stating the location, start time, approximate duration of the job, skill level Qualification, the type of work to be performed and the number of Bargaining Unit Members requested. Priority for dispatch will be given to those whom the College has notified Local 15 have passed the College's background check. For crafts represented by Local 488, The College shall make best efforts to notify Local 488 Business Agent by email at least seven (7) days in advance of the call stating the location, start time, approximate duration of the job, the type of work to be performed and the number of Bargaining Unit Members requested.

3.2.1.2 The College may contact the desired workers directly to determine availability prior to making a request to Local 15 Dispatch, or to Local 488 Business Agent. Workers requested by name who are not on the College's annual Internal List will be paid no less than Key Rate.

3.2.1.3 The parties agree that the College is solely responsible for selecting and hiring Bargaining Unit positions as defined in Article 4 Definitions. If the College needs to fill such a position, the College shall notify the Union (specifically the Local that covers the position) in writing or by email of the availability of such positions with the job description and closing date for applications. Such notification shall be provided to the Union before the College commences advertising or publicizing the availability of the position by other methods, either within or outside the jurisdiction of the Union. The College has the right to solicit and hire workers from any source.

3.2.1.4 When a new worker is hired, the College will make the greatest effort to ensure the worker is onboarded with sufficient information (including, but not limited to) the College's Staff Handbook, payroll procedures, expectations and responsibilities, leave of absences, etc. The College will work with the Union and the Bargaining Unit to ensure the adequate information is given to the new worker on their first day of employment. The College will refer the worker to the Union for pertinent information regarding the Hiring Hall, health insurance, pension, and membership.

3.2.1.5 It is understood that the College may, with reasonable and just cause, direct in writing that specific workers not be referred to calls within Cornish premises, subject to the provisions of Article 10 - Grievance Procedure.

3.2.2 In hiring workers to perform Wardrobe Job Classifications (see Article 4.1.2) within Cornish, the College may contact workers directly, giving first consideration to the current roster of workers within

the jurisdiction of Local 887. If the College seeks applicants for an open position (Intermittent Staff or Dispatched or Internal List Overhire), it will email the job parameters to the Business Representative for posting on the 887 website. The College may hire additional workers in Article 16 - Job Classifications represented by Local 887 through the Hiring Hall maintained by Local 887. The College shall make best effort to notify by email the Local 887 Business Representative at least seven (7) calendar days in advance of the call time, stating the location, starting time, approximate duration of the job, the type of work to be performed, and the number of workers required.

3.2.3 To the extent that the College is in need of qualified workers to perform overhire work within Cornish in crafts represented by Local 488, it will give notice to the Business Agent of positions that become available. The College shall give preferential consideration to all applicants referred on a non-discriminatory basis by the Union. Any workers not referred by the Union shall contact the Union, in person, by email, or by phone within twenty-four (24) hours of starting work.

3.2.4 Locals 15, 887, and 488 shall not be held liable for failure to fill any call with less than seventy-two (72) hours' notice. If Local 15, 887, or 488 individually is unable to fill a call with qualified workers, the Local shall notify the College as soon as possible, but no less than twenty-four (24) hours prior to the call time. The College may then select and hire from any source for unfilled positions.

3.2.5 The College shall provide each to Locals 15, 488 and 887 with the name, address, phone number and e-mail address of all workers hired directly by the College within one (1) week of initial work date.

3.3 The College agrees to provide two (2) weeks' notice or severance pay in lieu of notice in the case of separation of workers. A worker who fails to give two (2) weeks' notice at the time of voluntary termination may forfeit up to two (2) weeks of accrued Paid-Time Off (PTO) in lieu of notice.

3.4 The College retains the sole right to establish new classifications and job descriptions, in consultation with the Bargaining Unit and the written approval of the Union, the College may modify and eliminate existing classifications and job descriptions.

3.5 The College may not contract with third parties for the performance of work within the scope of this agreement, unless the Union has been consulted prior to the decision to subcontract. The Union shall be given written notice at least five (5) regular business days before The College engages in any such third party contracts. The notice shall include the name(s), date(s) and reason(s) for such subcontracting.

3.6 When rental equipment is being supplied for an event, Third-Party Rental clients (see Article 6.5) have the right to supply a maximum of one (1) non-represented worker per department for the express purpose of supervising: the load-in and the installation of their rental equipment. Such non-represented workers will not displace Bargaining Unit Members under this agreement.

3.7 Layoff & Rehire

3.7.1 Notice of Layoffs When there is an impending layoff with respect to any worker in the Bargaining Unit, the College shall notify the Union and the worker affected no later than thirty (30) days prior to such layoff. The College will provide the Union with the names of all workers to be laid off prior to the layoff.

3.7.2 Reduction in Workforce In the event of a workforce reduction of workers covered by this agreement, Assistants & Intermittent Staff in the affected job classification shall be laid off first. Probationary workers in that job classification shall be laid off prior to laying-off Bargaining Unit Members.

Bargaining Unit Members in the job classification with the greatest seniority will be retained where possible provided they have the necessary skills, abilities, training and other relevant qualifications to perform the available remaining jobs.

3.7.3 Seniority and Layoffs Seniority shall be defined as the total number of years of service with the College. Bargaining Unit Members who have a regular part-time status at the time of the workforce reduction shall be offered the opportunity to fill a full-time position within the classification affected by layoff by said definition of seniority or be placed on the recall list as described in Article 17.4.

3.7.4 Recall Rights Bargaining Unit Members shall have recall rights for up to one (1) year from the date of their layoffs. Bargaining Unit Members shall be recalled in the reverse order they were laid off subject to the following provisions:

3.7.4.1 Workers otherwise in good standing shall be recalled provided they have the necessary skills, abilities, training and other relevant qualifications to perform the jobs that are being recalled.

3.7.4.2 The College agrees to not hire any new workers into the job classification affected by a layoff during the recall period.

ARTICLE 4 DEFINITIONS

4.1 The Bargaining Unit

4.1.1 Regular Staff

Three (3) Bargaining Unit Members (Head Carpenter, Head of Electrics, and Head of Audio), will be scheduled to work a minimum of forty (40) straight-time hours a week (as described in Section 4.1.9 below). These positions shall be considered the Heads of their respective Departments (i.e. Stage, Lighting, and Audio Department Heads) within the scope of this agreement, and their Primary Work Location (see section 4.1.15) is the Cornish Playhouse Mainstage. These Bargaining Unit Members shall be Full-Time positions and designated Regular Staff.

4.1.2 Assistants

Three (3) Bargaining Unit Members (Electrics Assistant, Assistant Carpenter, and Audio Assistant) will be offered a minimum of (two hundred sixteen) 216 hours of work in their respective department or other work for which they can be considered a qualified worker during the Guarantee Period, as described in Section 4.2 below, these Bargaining Unit Members shall be designated Assistants.

4.1.3 Intermittent Staff

One (1) Bargaining Unit Member (Wardrobe Head) shall have the right of first refusal for all Work designated Wardrobe (under Local 887) at the Cornish Playhouse Mainstage. This Bargaining Unit Member shall be designated Intermittent Staff.

In instances where the Scene Shop Paint and Props Head is unable to fulfill the Scenic Charge Artist role as listed in 4.1.5, an Intermittent Bargaining Unit Member shall be hired for all work related to the execution of scenic painted treatments at all performance venues and shops owned and/or operated by Employer and other Operations Locations. The Business Agent for Local 488 shall be notified whenever an intermittent worker is needed for this role.

4.1.4 Head Venue Technicians

Three (3) Bargaining Unit Members (Head Alhadeff Studio Technician, Head Raisbeck Technician, and Head PONCHO Concert Hall Technician) will be scheduled work at a minimum of thirty (30) straight time hours per week (as described in Section 4.1.9 & 4.2 below). Their respective venues shall be considered their Primary Work Locations (See section 4.1.15). These Bargaining Unit Members shall be designated Head Venue Technicians.

4.1.5 Shop Staff

Two (2) Bargaining Unit Members (Scene Shop Supervisor and Scene Shop Paint & Props Head) will be scheduled work at a minimum of twenty-five (25) straight-time hours per week (as described in Section 4.1.9 & 4.2 below). These Bargaining Unit Members shall be designated Shop Staff.

The Scene Shop Paint & Props Head will serve as the Scenic Charge Artist and shall have right of first Refusal for all Work related to the execution of scenic painted treatments at all performance venues and shops owned and/or operated by Employer and other Operations Locations for which they are Qualified.

The College and the Union disagree as to whether the position of Costume Shop Technician, should one be created, is properly included within the bargaining unit. In the interest of avoiding needless conflict, the parties agree that the terms of conditions of this agreement do not apply to any person employed in that position. However, the parties also agree that neither party will be considered barred, by virtue of this contract, from proposing that such a position, if subsequently filled, be incorporated into the bargaining unit and this Agreement, or from seeking to include such position through a unit clarification petition filed with the NLRB.

4.1.6 Internal List Overhire

Those workers who have been Vetted (see Article 3.2.1) by the College and in consultation with the Bargaining Unit, who have demonstrated a spirit of inclusivity, while fostering a consistent learning environment, and an attitude of collaboration harmonious with the mission of the College are placed on the Internal List. These workers shall be requested for Work whenever it is necessary. They shall be paid no less than Key Rate.

4.1.7 Dispatched Overhire

Those workers who have been dispatched through the Hiring Hall of the Locals 15, 488, & 887. (See Article 3.2.1.1)

4.1.8 All workers covered by this agreement shall collectively be referred to as the Bargaining Unit and individually as a Bargaining Unit Member or worker.

4.1.9 During the Guarantee Period (as defined in 4.2), all workers except Internal List Overhire and Dispatched Overhire covered by this agreement will receive their schedule within a minimum of fourteen (14) days' notice and are expected to work as scheduled except in cases of, including but not limited to, illness, injury, pre-approved leaves of absence, or family emergency.

4.1.10 During the Guarantee Period (as defined in 4.2), if any Assistant or Intermittent Staff does not accept an offer of work beyond their guaranteed hours within seventy-two (72) hours, the College may reassign the offered Work.

4.1.10.1 If the Work is to be scheduled within a seventy-two (72) hour window for

acceptance (i.e. short notice), the work shall be offered in Seniority order to all Bargaining Unit Members based on Qualification for the specific Work, followed by the Internal List (as defined in article 3.2.1 and 3.2.1.1) and given twenty-four (24) hours on a first come first serve basis, after which, the Work shall be offered to the Local(s) Hiring Hall without prejudice (i.e. Dispatched Overhire).

4.1.11 The Bargaining Unit shall have the right of first refusal in seniority order for work for which they are qualified outside of the Guarantee Period. (See section 4.19 for definition on “qualified”)

4.1.12 The College shall make best efforts to provide four (4) weeks notice for all work for Bargaining Unit Members.

4.1.13 A Probationary Worker is a new hire of the College still within the ninety (90) day probationary period of employment.

4.1.14 The Minimum Call (or Daily Minimum) is the minimum required number of hours a Bargaining Unit Member may be scheduled per work day based on job classification for specific Work. A worker may not be scheduled and compensated for fewer hours than a Minimum Call, but they may actually work fewer hours depending on the needs of the call. However, overtime hours are calculated based on actual hours worked (See article 18.5).

4.1.15 A worker’s Primary Work Location shall be defined as the physical Venue that aligns with their Job Classification. Eighty (80) percent of guaranteed annual work shall be scheduled within that Primary Work Location, while certain projects may be assigned outside of a worker’s Primary Work Location with consultation between the CSES Technical Supervisor and the affected Bargaining Unit Members. An exception to this definition is the Scene Shop Supervisor, who by the nature of the work, may need more flexibility to move between all venues, the Scene Shop, and local businesses at will. This will be an ongoing topic at labor/management meetings to review.

4.2 The Guarantee Period shall be defined as those weeks during the year, with the exception of Winter Closure (see article 20.1) that the Bargaining Unit are offered work within the scope of their job description and this agreement.

4.2.1 This period shall be Thirty Six (36) weeks, inclusive of the academic year, and comprising two (2) periods of time. The first period starts two weeks before the beginning of the Fall term and ends one week after the end of the Fall term. The second period starts one week before the beginning of the Spring term, and ends one week after the end of the Spring term.

4.3 Student Refers to an individual currently enrolled in an academic program at Cornish College of the Arts.

4.4 Fiscal Year Refers to the College’s fiscal period, June 1 to May 31, unless otherwise stipulated in this agreement.

4.5 Academic Year Refers to the Cornish College of the Arts “academic year”.

4.6 Day means a working day unless otherwise stipulated in this agreement.

4.7 Performance venues and shops owned and/or operated by Cornish College of the Arts (herein collectively referred to as “Cornish”), shall include the following locations:

4.7.1 A Venue shall be defined as one of the performance spaces within Cornish, namely:

- Cornish Playhouse (including the Lobby, The Founders Room, and Dingwall Courtyard) at 201 Mercer St
- Alhadeff Studio at 201 Mercer St
- Raisbeck Hall located at 2015 Boren Ave
- PONCHO Concert Hall located at 710 E. Roy St
- Raisbeck Auditorium at 2019 Boren Ave

4.7.2 A Shop shall be defined as: one of the two (2) theatrical shops contained within this contract, namely:

- Cornish Scene Shop located at 621 2nd Ave N
- Costume Shop at 1000 Lenora St.

4.7.3 Operations Locations shall be defined as the maintenance, support, or storage spaces of a Venue, where work may be required for Stage Operations, but is not considered in definition a performance venue.

4.8 IATSE Refers to the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, Locals, 15, 887, & 488.

4.9 Business Representative means the Business Representative for IATSE 15, 887, or 488.

4.10 Faculty/Staff are persons employed by Cornish College of the Arts for the education, supervision and instruction of Cornish students. These employees' employment terms fall outside the scope of this agreement.

4.11 Supervision is defined as being responsible for assigning work and providing direction for tasks.

4.12 Direct Supervision is defined as being physically located in a position to direct and intervene if necessary in tasks being performed.

4.13 Show Call shall be defined as a single performance of a production. The entirety of the call shall consist of adequate preparations and pre-show checks - as determined by the CSES Technical Supervisor and Department Heads - for that performance, (not to exceed ninety (90) minutes prior to house open) the performance itself, and conclude with the necessary shut down procedures following the performance.

4.13.1 Any additional rehearsal, technical rehearsal, further performances, strike, load-out, or instruction time (i.e. outside of this definition) shall fall into standard daily minimums as defined in 18.3.

4.13.2 A "one-off" or singular event whose entirety could fall within a five (5) hour window does not qualify as a Show Call, and standard minimums apply.

4.14 Theatrical Set Up is defined as the work (see 4.17) installation, removal, or operation of any equipment commonly in use in the Theater and Entertainment industries.

4.15 House Rep Condition: House Rep Condition is defined as the standard daily operating condition a Venue maintains for College and Third-Party Rental use. This is the condition to which the spaces shall be required to be returned after any every particular event, presentation or production.

4.15.1 Any requests to deviate from a restoration to House Rep condition shall be communicated in advance by the CSES Technical Supervisor to the appropriate Department Head or Head Venue Technician. The CSES Technical Supervisor shall communicate the lack of House Rep Restoration to any affected client.

4.16 Work Light Rehearsal: Work Light Rehearsal is defined as an acting/spacing rehearsal on a bare stage with no theatrical scenery aside from House rep legs and borders (masking) and using only rehearsal props and costumes. House rep sound and lighting systems shall not be utilized aside from work light systems. Work Light Rehearsals will be discussed during regularly scheduled meetings in order to determine potential staffing.

4.17 Work shall be defined as any task whose scope falls into any one of the widely accepted crafts of the Theatrical & Entertainment industry and is represented by IATSE (see Section 4.8), the most common being: Stage, Building, Paint, Props, Rigging, Audio, Lighting, Costuming/Wardrobe, and Video.

4.18 Stage Operation Locations – Locations requiring Bargaining Unit Members for all events (see Article 5.2) during show operation. These areas shall be defined as the Stage (including backstage areas, the front of house catwalks, vomms, orchestra pit); Control Booth (including follow spot operation positions); Front of House mixing positions; Back of House (e.g. A2 rigging, monitor mixing from a secondary board); Wardrobe locations (including the wardrobe room, dressing rooms, and any changing booths during a production or event) within the Venues of Cornish.

4.18.1 Work Locations Requiring Simultaneous Operation are defined as any physical location where Bargaining Unit Work is required which needs to operate at the same time as work in a separate location, (i.e., an operation console, the fly rail, stage left, stage right, vomms, catwalks, etc.)

4.18.1.1 If programming time allows and the need exists, simultaneous operation of consoles may be permitted provided the work location is safe (e.g. Audio & Video playback being operated from a single location).

4.18.1.2 Synchronous execution of cues (including, but not limited to: MIDI, OSC or SMPTE timecode) between Lighting, Video, and Audio consoles is allowed only if there is an operator at each location in case of protocol failure.

4.18.2 Parity shall be defined as the industry practice of having external Union members performing work within the scope of this contract while Bargaining Unit Members supervise the Work. In this practice, the displaced Bargaining Unit Member shall perform no additional functions or occupy no additional Work Locations (i.e. the FOH Mixing engineer cannot perform Audio Assistant duties while supervising in Parity).

4.19 A Qualified Worker covered by this agreement shall be considered “qualified” based on determination of the CSES Technical Supervisor in consultation with the appropriate Department Head or Head Venue Technician.

4.19.1 All efforts should be made to provide consistency in staffing where possible, which may supersede work offering protocols.

4.19.2 Head Venue Technicians and Shop Staff may be considered “qualified” for work outside their primary locations in consultation between the appropriate Department Head or Head Venue Technician and CSES Technical Supervisor.

ARTICLE 5 MINIMUM STAFFING

5.1 Minimum Staffing for all venues:

5.1.1 A minimum of one (1) Bargaining Unit Member shall be present as technical support/safety monitor at any time a Venue (see Article 4.7.1) is in use.

5.1.1.1 The CSES Technical Supervisor or their designee shall assign an acting Crew Chief whenever two or more departments are working in one venue and overhires are working on site.

5.1.2 Minimum Staffing for any Rigging work shall be per Article 14.7

5.1.3 A minimum of one (1) Bargaining Unit member shall be assigned to each Work Location Requiring Simultaneous Operation for the entirety of load-in, technical rehearsals, performances, and strike/load-out.

5.1.4 A minimum of two (2) Bargaining Unit Members must be present anytime ladder, lift, catwalk or grid work is being performed.

5.1.5 A Third-Party Rental client may request their own Qualified Union overhire (still covered by this agreement) for operation of a Work Location, provided that the Bargaining Unit Member that would ordinarily be offered that work is not displaced. The affected Bargaining Unit Member shall be present and shadow the client's worker at all times (see 4.18.2).

5.1.6 A Scenic Charge Artist is required whenever scenic paint treatments are required in all Venues. This shall include floor paint treatments, scenic elements, and paint notes for theatrical performances and events.

5.1.7 The Head Venue Technician shall be present at all times work is being performed in their respective venue.

5.2 Minimum Staffing for Specific Departments for all Venues:

5.2.1 For the purposes of the Stage Department, an Assistant Carpenter or qualified worker is required whenever any one (1) of the following occurs:

- More than two (2) linesets of loading brick Work will be required, and the weight needed exceeds 60 lbs of balance
- When moving, striking, and/or loading ANY soft good that is hung from the fly system or grid
- The Head Scenic Artist is called when any painting is required for a College Use student production. A second (2nd) Scenic Artist may be called when "mapping" out the stage is scheduled, in consultation between the Head Scenic Artist and the CSES Technical Supervisor.
- Any other time in which safety or other professional industry standards dictate additional staff.

5.2.2 For the purposes of the Electrics/Lighting Department, an Electrics Assistant or other qualified worker is required whenever any one (1) of the following occurs:

- Focusing lights in positions that cannot be reached from the deck and are in more than one location
- For loading in or striking a show where multiple conventional or intelligent lighting fixtures are added to the rep plot in hung positions.
- Any time the Head of Electrics needs to remain at the lighting console during a call and electrics/lighting work also needs to be completed overhead.
- For tech and/or preview notes sessions in which simultaneous console cueing adjustments AND physical electrical/lighting notes must be executed
- If there is any amount of practical or effects building required for a show, including LED tape or other similar elements.
- Any time the Head of Electrics needs to unload a rental/touring package meant for its

department

- Any time the Head of Electrics is required to supervise more than three (3) students or other people not covered by this agreement.
- Any other time in which safety or other professional industry standards dictate additional staff.

5.2.3 For the purposes of the Audio Department, a minimum of one (1) Assistant Audio or other qualified worker is required whenever any one (1) of the following occurs:

- For the entirety of a load-in for a performance, event, recording session, or film shoot that exceeds six (6) wired input sources. An input source can be either an analog or digital connection, mono or stereo. An input source is defined by the number of controllable fader levels and audio parameters and not by the number of cables.
- For the setting of initial monitor (e.g in-ear, wedge, foldback) levels for musicians, regardless of console location, for a performance or event that exceeds five (5) instrumentalists with a vocalist.
- For the initial equalization of wireless head-worn microphones (i.e. for musicals).
- For a performance or event in which more than four (4) wireless microphones are ever in use, a dedicated, qualified Bargaining Unit Member is required for the entirety of the performance.
- For the duration of a performance or event in which more than eight (8) wired microphones are in use, a dedicated, qualified Bargaining Unit Member is required for the entirety of the performance.
- During the installation and tuning of any new or significant audio/video equipment acquisitions (i.e. over \$2500) or a significant system change is being implemented and requires alteration to previous standard repertory operation.
- For the entire duration of all explicitly designated maintenance time, e.g. two (2) weeks in summer.
- Any other time in which safety or other professional industry standards dictates additional staff.

5.2.4 For the purposes of the Video Department, (for all venues, performances and/or events), a minimum of one (1) Head of Video is required whenever any one (1) of the following conditions occurs:

- A video switcher (e.g. Tricaster, ATEM) or switching software (e.g. OBS, VMix) is being used whether for pre-recording or synchronous live-stream broadcast.
- A synchronous live-stream is being broadcast on any platform.
- The installation, whether permanent or temporary, of a projector not owned by the College.
- Video playback is required in a platform other than QLab or legacy physical medium.
- The presence of a camera operator whose product is to be consumed by the general public (i.e. not archival videography). Any camera that requires synchronous operation will require one (1) Bargaining Unit Member.
- Advanced programming of QLab for Video (e.g. multiple surfaces or special effects).
- Content creation (e.g. graphics, effects, or image editing) shall be considered outside the scope of this agreement.
- Any other time in which safety or other professional industry standards dictate additional staff.

5.3 Minimum Staffing for Specific Venues

5.3.1 For the Cornish Playhouse Main Stage:

5.3.1.1 A minimum of one (1) Bargaining Unit Member trained as a fall-arrest rescuer shall

be present and in a position to observe and respond to falls whenever harness work is being performed.

5.1.3.2 A Fly Person shall be present and stationed at the fly rail the entire time it is in operation. This person shall have no other duties and shall not be the fall arrest rescuer when the fly rail is in operation.

5.3.2 For the Alhadeff Studio, an Assistant or other qualified worker is required whenever any one (1) of the following occurs:

- Any time an audience is present.
- Whenever any aerial work is required (e.g. lighting focus, soft good hang)
- If more than one Work Location Requiring Simultaneous Operation is active (see 5.1.3)
- Any other time in which safety or other professional industry standards dictate additional staff.

5.3.3 For **Skinner Theatre**, a minimum of one (1) Assistant or other qualified worker, as determined in consultation with the CSES Technical Supervisor, is required whenever any one (1) of the following occurs:

- Any time there are multiple microphones in use
- Any time there is work required on the grid (5.1.4)
- Any load-in or load-out
- Any time there is work required simultaneously in the booth and on stage (5.1.3)
- Any other time in which safety or other professional industry standards dictate additional staff.

5.3.4 For PONCHO Concert Hall & Raisbeck Auditorium, an Assistant or other qualified worker is required whenever any one (1) of the following occurs:

- Any time there is an audience
- Any time audio or video recording or streaming is taking place
- Any other time in which safety or other professional industry standards dictate additional staff

ARTICLE 6 CATEGORIES OF USE

6.1 College Use is defined as any showing or art gallery installation, event, any rehearsal, public performance or showing of any type in any location within for the purpose of fulfilling the academic mission of educating students.

6.1.1 College Instruction is defined as Faculty, Staff and/or guests instructing (including preparation for instruction) students enrolled in a class. This may include performers or technical/design students learning to work in a theatrical space. There will be no requirement for bargaining unit labor for all teaching with the exception of Technical Training that involves fly rail, loading and rigging and unless the Cornish Instruction results directly in a public performance.

6.1.2 College Uses will be staffed according to in order to meet the needs of the event while maintaining adequate staff for proficient and safe operation. The CSES Technical Supervisor shall determine staffing needs in accordance with Article 4 and Article 5 and in consultation with the Regular Staff & Head Venue Technicians who will be notified of anticipated staffing needs in advance of each event at regularly scheduled staff meetings subject to the following:

6.1.3 For any College Use, including but not limited to teaching/training sessions, rehearsals, presentations and/or performances, which involve technical training including but not limited to fly rail,

loading, and/or rigging, standard rigging rules and minimum staffing requirements as defined in Article 4 & Article 16 shall apply.

6.1.4 Students currently enrolled in classes may perform bargaining unit work, provided they are directly supervised by faculty and/or staff who are qualified for their specific department of work, the work is done in connection with course assignments pursuant to a course pursuant to a Cornish College of the Arts degree, alongside and not replacing bargaining unit members needed for proficient and safe operations.

6.1.5 For load-ins and strikes of College Uses which are staffed by Cornish students, a minimum of one (1) employee covered by this agreement will be called for every three (3) student workers on the crew.

6.2 Seattle Center Use Requirement Days are defined as periods in which the lease obligates Cornish College of the Arts to make the Playhouse available for Seattle Center events. The City of Seattle Joint Crafts Council contract pertains.

6.3 Community Rentals are defined as those by any non-profit renter registered and incorporated in Washington State other than Cornish College of the Arts which:

- (1) shares the common goal of building and contributing to our local economy;
- (2) utilizes local talent, businesses, goods and services and strives to give back to our community to help insure a strong social and economic future for residents;
- (3) and employs local residents to the extent practical. This shall apply to such renters if they do not have an annual operating budget that exceeds \$500,000;
- (4) are producing no more than 10 performances in any two consecutive calendar weeks;
- (5) and ticket prices for performances are no more than \$30.00 (thirty dollars) for 80% of the tickets offered.

Exceptions to the community rates shall apply to such renters in the Main Auditorium if agreed upon between the Business Representative and the CSES Technical Supervisor at least one (1) month in advance of the event.

6.3.1 In the interest of community access these groups may provide labor to perform Bargaining Unit work as long as one (1) Bargaining Unit Member covered by this agreement per Work Location requiring Simultaneous Operation covered by this agreement is present. This arrangement shall follow the rules of Parity (see 4.18.3).

6.3.2 Staffing levels shall meet the needs of the production while maintaining adequate staff for proficient and safe operation and be determined by the CSES Technical Supervisor in consultation with the Bargaining Unit. The Bargaining Unit will be notified of anticipated staffing needs in advance of each event at regularly scheduled staff meetings and given adequate time to respond.

6.3.3 These groups may independently solicit volunteer workers on their own behalf from the hiring halls of Locals 15, 488 and 887. No employee covered under this agreement will be permitted to volunteer hours without the specific permission of their Business Representative. Requests for volunteers must be received by the appropriate Business Representative(s) no less than ten (10) business days prior to the start of the event. The CSES Technical Supervisor shall be notified in writing of any concessions granted.

6.4 Commercial Events are events that involve the pre-recorded capture of video and/or audio or live broadcast in the form of live-streaming, pre-recorded audio and/or video, podcasting, radio drama, or any other fixed media that results in revenue for a company or organization (e.g. a third-party client) whose

principal source of profit is the monetization of such content. Bargaining Unit Members working during filming, recording, or streaming for motion picture and/or television or the reception of a live telecast or streaming, and electronic recording or broadcasting, for immediate or future use, shall be paid at the Commercial Rate (see Appendix A) Off-site construction by a third-party renter may be done by that renter, but that any on-site building (within Cornish) will be covered by this agreement. All work performed for the load-in, rehearsal or load-out of equipment for live broadcast or recording of audio or video shall be paid at the Commercial Rate. All set construction or other building related to filming or taping for motion picture, video, television or live broadcast, and electronic recording or broadcasting shall be paid at the Commercial Rate. The definition of broadcasting includes webcasting, live-streaming, podcasting, or any other electronic distribution that results in monetization whether direct or indirect. This shall include direct payment for content, subscription services, ad-derived monetization, or donations, tips, or any other revenue model not explicitly mentioned. Commercial Rate does not only encompass the production or “show” itself but also any footage acquired within the scope of this agreement during the development or building process of a production.

6.4.1 Pre-recorded or live broadcast content shall not be classified as Commercial when such recording or live broadcast is used exclusively for:

6.4.1.1 The College reserves the right to utilize footage obtained by any means (whether College Use or Third-Party Rental) for any purpose in pursuit of the College’s mission.

6.4.1.2 Broadcast on a news program (e.g. KING 5, KOMO 4, FOX 13) or for a portion of a local feature program (not including social media or streaming platforms), not to exceed fifteen (15) minutes of airtime.

6.4.1.3 Public relations, social media, fundraising or civic promotion programs of the College, news programs, and non-profit partners.

6.4.1.4 Broadcast on a public station (e.g. NPR, PBS, KUOW, KCTS) when the specific applicable program being taped will not derive any revenues from advertising, syndication, or reuse.

6.4.1.5 Closed circuit, intranet or satellite broadcast to an audience taking part in an event from a remote location which broadcast is not used for commercial purposes and the recorded content of which will not be resold to the general public or used to generate revenue. If there is any release, distribution or other revenue generating usage made of such broadcasts, the College agrees to compensate all employees at Industrial Rate. (see Appendix A).

6.4.2 Archival Recordings are audio and/or video recordings used exclusively for internal purposes and are never to be shared with the public. These media shall be solely available for an organization’s documentary or study purposes (as in recordings for re-staging, designer reference, and/or remounting productions). Archival recordings shall require no more than two (2) audio lines and no more than two (2) static camera positions in-use by a single operator. There shall be no roving (i.e. non-static) camera positions without prior approval from the Union’s Business Agent.

6.4.2.1 An Audio Line is defined as a single mix bus or send from the mixing console, through an analog cable, delivered to an external device of some kind.

6.4.2.2 A mobile device (e.g. a phone or tablet) or webcam shall constitute one (1) camera position.

6.4.2.3 For non-income generating purposes (such as external transmission to a private, non-paying group), additional camera positions or audio lines can be added if the Bargaining Unit agrees. They shall be compensated at Industrial rate for hours worked. (see Appendix A).

6.4.2.4 Archival recording shall take place on no more than two (2) days of a production

or event.

6.4.2.5 If there is any release, distribution or other revenue-generating usage made of such archival recordings, the College agrees to retroactively compensate all employees at Industrial Rates (see Appendix A).

6.4.2.6 All Bargaining Unit Members assigned work for the load-in, performance, operation, or load-out of a Commercial Event shall be paid at Commercial Rate for the entirety of the call (See Appendix A).

6.4.3 Change of Category of Use - Due diligence will be used by the College to determine the category of use prior to the work being performed. Should a third-party rental client later decide to livestream, publish, or otherwise attempt to monetize recordings originally approved as an exception to the Commercial Rate (e.g. archival footage of longer duration than originally planned), the College is liable for the change and agrees to pay the Commercial Rate (or difference from the prevailing Rate during original event) to the affected Bargaining Unit Members for the entirety of the work performed for the client in alignment with the above guidelines, no later than thirty (30) days after knowledge of the change of intention and no more than one (1) year after the closing of the event or show.

6.5 A Third-Party Rental is defined as any event, performance, rehearsal, recording session, or filming for which the College receives rental income and is covered by this agreement. These are events distinctly separate from the educational mission of the College and are not defined in any previous Article above.

6.6 Special Training Accommodations is defined as use of the space to accommodate training workshops and classes such as those organized and presented by the Western Washington Theatrical Training Trust (WWT TT). The College intends to make the College spaces available rent-free to WWT TT for training events whenever possible. There shall be no requirement for College to provide bargaining unit labor for these events.

ARTICLE 7 ACCESS

Business Representatives of the Union shall be permitted reasonable access to all sites where Workers covered by this agreement are performing services, provided there is no interruption or slowdown of the College's business except to correct bona fide safety concerns.

ARTICLE 8 JOB STEWARD

The Union may appoint a Job Steward to represent Workers for all work calls and will notify the College who has been appointed. Issues concerning alleged violations of this agreement which occur on the job should be referred to the Job Steward. If the Job Steward is unable to resolve a problem at the job site (excluding bona fide safety concerns) work shall continue and the grievance procedure outlined hereunder shall be followed. No Job Steward representing the Union shall be subject to penalty, discipline, layoff or discharge for any act in the performance of their legitimate or legal duties as Job Steward. Union business, which is unrelated to the College's work call, shall not be conducted on the College's time.

ARTICLE 9 COMMITTEES

9.1 A Labor/Management Committee shall be established by the College. The College and Bargaining Unit Members will be equally represented, not to exceed sixteen (16) total people. The Business Representative, or their authorized representative, shall participate in all meetings of this committee. The Committee shall meet quarterly for consultation as defined in this agreement.

9.2 A minimum of two (2) Bargaining Unit Members will be a part of the college wide Safety Committee.

One (1) Bargaining Unit Member who primarily works in the shops and one (1) who primarily works in the venues.

9.3 Minutes from both meetings shall be forwarded to the appropriate Union.

9.4 In order to improve communication, safety and staffing and budget efficiency, the parties agree to schedule staff meetings to discuss upcoming events and staffing, equipment, and scheduling needs for such events. Such meetings will take place for two (2) hours each month of the Academic Year. The staff meetings shall include the CSES Director, CSES Technical Supervisor and Bargaining Unit Members.

ARTICLE 10 DISCIPLINE AND DISCHARGE

10.1 Work Rules

The College retains the right to maintain and post a set of work rules and requirements, including safety rules and to amend those rules and requirements at its discretion, provided that the rules, requirements and amendments shall in no manner conflict with the terms and conditions of the agreement. A copy of the College rules and requirements, and any amendments thereto, must be on file with the Union two (2) weeks prior to implementation. Should the lapse of two (2) weeks prior to implementation be detrimental to the business of the College, the College's Designee agrees to notify the Union's Business Representatives directly prior to implementation.

10.2 Representation/Weingarten Rights

10.2.1 Bargaining Unit Members shall have the right to have a Union representative present at any meeting or conference with a supervisor, administrator or other College representative when the Employee has a reasonable belief that they may be subject to disciplinary action.

10.2.2 When an Employee requests a representative:

10.2.2.1 It shall be the Bargaining Unit Member's responsibility to contact a Union representative of their choice.

10.2.2.2 Within reason, meeting times will be rescheduled to allow for the presence of the Union representative.

10.2.2.3 If the Union representative of choice is not available within a reasonable period of time, or if circumstances warrant immediate interview, the Bargaining Unit Member must select another Union representative. Any member of the bargaining unit may serve in this capacity.

10.2.2.4 The role of the Union representative will be to assist and counsel the Bargaining Unit Member.

10.2.2.5 The Union representative will not interfere with the College's ability to conduct an investigation.

10.2.2.6 Other or additional witnesses/representatives may be present with the mutual agreement of the College, the Bargaining Unit Member, and the Union.

10.2.2.7 Nothing herein shall be construed to preclude a supervisor or administrator from meeting, counseling and consulting with a Bargaining Unit Member.

10.3 Order of Correction

10.3.1 Corrective Measures

10.3.1.1 A corrective measure is defined as counsel or guidance provided by the

supervisor to the Bargaining Unit Member in an effort to avert formal disciplinary action.

10.3.1.2 A corrective measure will be documented in writing in the Bargaining Unit Member's file as a "counseling".

10.3.1.3 Such documentation will be provided to and signed by the Bargaining Unit Member and may be referred to in the next performance evaluation. The Bargaining Unit Member's signature indicates acknowledgement of the documentation but not necessarily agreement with the contents.

10.3.1.4 Documentation of corrective measures may be attached to the next evaluation and retained with the evaluation in the Bargaining Unit Member's personnel file.

10.4 Formal Disciplinary Actions

10.4.1 Formal disciplinary actions shall be administered in accordance with the principles of Just Cause.

10.4.2 Although the parties recognize that the concept of Just Cause incorporates the principle of progressive discipline, they also understand that in certain circumstances, the College might be warranted in imposing discipline that does not follow the progression set forth in Article 11.

10.4.2.1 Should the College impose discipline that does not follow the progression, it shall provide the Bargaining Unit Member and Union with a written explanation for the discipline within seven (7) calendar days of the imposition of such discipline.

10.4.3 No formal disciplinary action will be imposed without an appropriate investigation.

10.4.4 Formal progressive disciplinary actions include:

- Written reprimands
- Suspension without pay
- Dismissal

10.4.5 The Bargaining Unit Member and the Union shall be notified in writing prior to formal disciplinary action being imposed.

10.4.6 Notification shall include a statement of all charges and all supporting documentation with sufficient detail for the Bargaining Unit Member to understand the decision to impose the disciplinary action and in enough detail for the Employee to effectively respond to the decision.

10.4.7 The Bargaining Unit Member shall have fourteen (14) calendar days to respond to the decision orally and/or in writing.

10.4.8 Any grievance of imposed disciplinary action shall be filed at the level of the Director of Human Resources within thirty (30) calendar days of the imposition of discipline.

10.4.9 If formal disciplinary action is taken against an Bargaining Unit Member by a supervising administrator and the Bargaining Unit Member or Union chooses not to utilize the informal settlement process set forth in Article 10.1.2, any grievance filed by the Union shall be filed at Step 2 in accordance with the timelines set for Article 10. If Human Resources was involved in the decision to impose discipline on the Bargaining Unit Member, the grievance shall be filed at Step 3 in accordance with the timelines set for the in Article 10.2.3.

10.5 Investigations of allegations of misconduct or complaints made against a Bargaining Unit Member shall be conducted in a timely fashion.

10.5.1 Nothing herein precludes the College from gathering information prior to and in order to determine if an investigation is warranted.

10.5.2 The decision to investigate will be made within fourteen (14) calendar days of the date of the allegation or complaint.

10.5.3 Notification will include:

10.5.3.1 The details of the allegation or complaint

10.5.3.2 Notice that the Bargaining Unit Member is entitled to Union representation as stipulated in Article 9.2.

10.5.4 All investigations will be completed within thirty (30) calendar days from the date the Bargaining Unit Member was notified. If the investigation cannot be completed within thirty (30) days, the College will inform the Bargaining Unit Member and the Union of the need for an extension.

10.5.4.1 Because fair and equitable treatment is a shared value, the Bargaining Unit Member will be afforded the right to offer relevant witnesses and evidence during the investigation.

10.5.5 Within fourteen (14) calendar days of the completion of any formal investigation, the Bargaining Unit Member and the Union will be notified of the results of the investigation and the College's decision concerning further action, if any.

10.5.6 The College will inform both the Bargaining Unit Member and the Union if a complaint is filed against the Bargaining Unit Member involving professional licensing boards or law enforcement agencies.

10.5.7 The College will provide the Bargaining Unit Member and the Union with a copy of any such written complaint at the time it is filed.

10.6 Administrative Leave

Nothing in this Article precludes the College from placing a Bargaining Unit Member on paid administrative leave pending the results of an investigation if the allegation or complaint would reasonably result in a formal disciplinary action should charges be sustained. Administrative leave is not a formal disciplinary action, but its imposition can be grieved should it be imposed arbitrarily or unfairly.

10.7 The College and each worker covered by this agreement shall comply with all applicable procedures of Public Law 100690, referred to as the Drug-Free Workplace Act of 1988. The College shall be responsible for posting and distributing all pertinent information regarding the Drug-Free Workplace Act.

10.8 Any termination shall be final unless the Bargaining Unit Member involved invokes the grievance procedure.

10.9 If a terminated worker invokes the grievance procedure and just cause is found lacking, the College must pay the worker for lost time while suspended and reinstate the worker to their previous position if such exists.

ARTICLE 11 GRIEVANCE PROCEDURE

11.1 A grievance shall be defined as an allegation by the Union 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. Any grievance not processed within the time limits specified shall be deemed waived by the Union.

11.2 Step 1 - The Union Business Manager or Representative shall advise the CSES Technical Supervisor or the Director of CSES in writing of a grievance. Grievances shall be filed no later than thirty (30) calendar days after the date on which the grievance arose. The parties shall meet within fourteen (14) calendar days of filing to discuss the grievance. The decision by the Technical Supervisor or Director of CSES shall be issued within fourteen (14) calendar days of the grievance meeting.

11.3 Step 2 - A grievance which has not been satisfactorily resolved at Step 1 may be forwarded by the Union within fourteen (14) calendar days of the decision in Step 1 to the Director of Human Resources. The parties shall meet within fourteen (14) calendar days of receipt to discuss the grievance. The decision by the Director of Human Resources shall be issued within fourteen (14) calendar days of the grievance meeting.

11.4 Step 3 - A grievance which has not been satisfactorily resolved at Step 2 may be forwarded by the Union within fourteen (14) calendar days of the decision in Step 2 to the College President or the College President's designee. The parties shall meet within fourteen (14) calendar days of receipt to discuss the grievance. The decision by the College President or designee shall be issued within fourteen (14) calendar days of the grievance meeting.

11.5 Step 4 - Mediation (Optional) - By mutual agreement, the parties may at any time jointly request mediation by the Federal Mediation and Conciliation Service (FMCS). Any grievance not resolved in mediation may be submitted by the Union to engage in arbitration within fourteen (14) calendar days after the date the mediator or any of the parties declare an impasse. In the event mediation fails to reach agreement on the issue before the parties, any offers of settlement made during the mediation process shall not be used as an admission of wrongdoing by any party.

11.6 Step 5 - Arbitration - For grievances that did not go to Step 4 (Mediation), the Union may notify the College of its intention to submit the grievance for binding arbitration within fourteen (14) calendar days after receiving the College Presidents' written response, if the Union is not satisfied by that response.

11.6.1 Simultaneously with providing notice to the College, the Union shall send a letter to the FMCS requesting a panel of seven (7) labor arbitrators located in the Pacific Northwest region (Washington, Oregon, Alaska, Idaho or Montana). The Union and the College shall alternately strike from the list until only one arbitrator remains. The remaining arbitrator shall hear the case. This process shall be completed within twenty one (21) calendar days after the parties receive the list.

11.6.2 The parties shall promptly confer with the arbitrator to discuss the following topics:

11.6.2.1 Scheduling of hearings for the earliest date available to the parties, witnesses, and arbitrator;

11.6.2.2 Completing the hearing and obtaining a decision as quickly as possible;

11.6.2.3 Any other procedural matters.

11.6.3 The decision of the arbitrator shall be final and binding. Any arbitrator selected shall have no power to add to, subtract from, or modify in any way the terms of this agreement. The fees and expenses of arbitration shall be shared equally by the Union and the College.

ARTICLE 12 NO STRIKE NO LOCKOUT

The Union agrees that during the life of this agreement it will not engage in a strike, picketing, slowdown, or other work stoppage regarding any matter covered by this agreement. The College agrees that during the life of this agreement it will not engage in a lockout. In addition the Union agrees not to engage in a sympathy strike.

ARTICLE 13 RIGHTS OF THE PARTIES

13.1 Except where limited by this Agreement, and as subject to obligations imposed by the NLRA, the Employer reserves the right to manage operations at its discretion. Examples of such rights include the right:

- 13.1.1 To recruit, hire, assign, transfer, promote, and/or lay off employees;
- 13.1.2 To suspend, demote, and/or discharge employees for just cause or to take other disciplinary action for just cause, except as otherwise expressly limited by this Agreement;
- 13.1.3 To adopt rules for the operation of the Employer and the conduct of its employees.
- 13.1.4 To determine the methods, processes, means, and personnel necessary for providing service, including the increase, or decrease, or change of operations or equipment, in whole or in part, the assignment of employees to specific jobs, the determination of job content and/or job duties, and the combination for consolidation of jobs and the setting of standards of performance;
- 13.1.5 To determine work schedules and the location of the Employer's facilities; and
- 13.1.6 To control the Employer's budget.

ARTICLE 14 WORK RULES

14.1 The College retains the right to maintain and post the College's Staff Handbook, and to amend those rules at its discretion, provided that the rules, requirements and amendments do not conflict with this agreement. The Union reserves the right to grieve the impact of any such amendments pursuant to Article 9 of this agreement. The College and Union will endeavor to maintain a cooperative relationship with each other and with the workers and Work through the Labor/Management Committee in the formulation and/or implementation of changes in the Work rules. A copy of the College's Staff Handbook, and any amendments thereto, shall be provided to the Union and all Workers two (2) weeks prior to implementation.

14.2 Student/Worker relationships

14.2.1 All Bargaining Unit Members, while working within Cornish, agree to abide by the Cornish College of the Arts rules for staff/student relationships as follows:

Worker-Student Relations The College expects that all workers and students will treat each other with courtesy, dignity and respect. It is expected that workers will conduct themselves in a professional manner when interacting with students and avoid the appearance of impropriety at all times. It is not acceptable for workers to attempt to initiate or engage in relationships or a romantic or sexual nature with Cornish College students. Exceptions to this rule will be dealt with on a case by case basis, but in no instance may a Bargaining Unit Member be in direct supervision of a student with whom they have a preexisting romantic or sexual relationship. Violation of this policy is subject to disciplinary action up to and

including termination, subject to the provisions of Article 10 - Discipline and Discharge; and Article 11 - Grievance Procedure.

ARTICLE 15 PERFORMANCE EVALUATION

The work performance of Bargaining Unit Members shall be evaluated on an annual basis by the CSES Technical Supervisor. The purpose of the Performance Evaluation is for the Bargaining Unit to receive individual feedback on their overall work performance, progress, results and achievements during the previous twelve (12) months, as well as to set goals for the upcoming year. The Performance Evaluation form is used to record the outcomes of the evaluation process. The focus of the Performance Evaluation process is the candid discussion between the Bargaining Unit Member and CSES Technical Supervisor rather than the completion of the evaluation form. Traditionally, the Bargaining Unit Member's role is to identify accomplished goals, to recommend and discuss future goals, and discuss areas of strength as well as identify any areas where improvement may be needed. The traditional role of the CSES Technical Supervisor is to give feedback, provide recognition for good work performance, and provide the necessary support for the achievement of goals in addition to discussing strengths and areas that need improvement. Through the evaluation process, the CSES Technical Supervisor provides direction and information required for the Bargaining Unit Members to be successful. The CSES department may choose to conduct evaluations as a team to provide acknowledgement, recognition and valuable feedback to all Members of the Bargaining Unit, including the CSES Technical Supervisor, in a group setting.

ARTICLE 16 JOB CLASSIFICATIONS

The following list shall not be exhaustive. The Union reserves the right to bargain with the College over future job classifications for both on campus and off campus positions that may be created, modified, or eliminated.

16.1 Department Heads

Venue

Playhouse

- Head Carpenter
- Head of Electrics
- Head of Audio

Alhadeff Studio

- Head Studio Technician

Skinner Theatre

- Head Skinner Theatre Technician

PONCHO Concert Hall/Raisbeck Auditorium

- Head Concert Hall Technician

Intermittent

- Wardrobe Head
- Head Scenic Artist

Other

- See Article 4.19

Shops

Scene Shop

- Scene Shop Supervisor
- Props & Paint Shop Supervisor

16.2 Lead Technicians

Venues

- Carpenter Assistant
- Assistant Electrician
- Audio Assistant

Other

- See Article 4.19

16.3 Key Technicians

- workers from the College's Internal List
- These also include workers specifically requested by the College from the Hiring Halls of Locals 15, 887, and 488 for the above roles.

Other

- See Article 4.19

16.4 Grip (replaces the term Overhire)

- These workers typically will be dispatched through the Hiring Halls of Locals 15, 887, and through the Business Agent of 488

Other

- See Article 4.19

16.5 The College will make best efforts to provide four (4) weeks notice for all work for The Bargaining Unit.

16.5.1 Regular Staff, Shop Staff, Head Venue Technicians & Intermittent Staff shall be paid no less than Head Rate. Assistants shall be paid no less than Lead Rate. (see Article 4.1.1-8)

16.6 The Union recognizes and accepts that all persons employed under this agreement may without regard to department.

16.7 Riggers shall be workers who install, modify or remove cables, pulleys, tackle, winches or other gear for the purpose of lifting or supporting objects above the floor.

16.7.1 The CSES Technical Supervisor, in consultation with the Bargaining Unit shall determine the number of riggers required for a particular activity. No worker shall be assigned rigging work without the prior approval of the CSES Technical Supervisor. Dead-hanging tab masking or soft scenery, or attaching traveler track to an existing structure shall not be classified as rigging.

16.7.2 Rigging work shall include:

- Installation, modification, or maintenance (defined as disassembly and/or replacement in place) of fly systems or their components;
- Installation or removal of chain motors from the grid or any other location;
- used for flying or elevating animals or persons.

- Work performed on or from temporary or portable structures more than twenty-eight (28) feet in height from the floor.
- Other similar work as determined by the CSES Technical Supervisor, in consultation with the The Bargaining Unit.
- Spotting lines from the grid for an incoming attraction shall not be classified as rigging.

16.7.3 All rigging calls shall include a minimum of one (1) Ground Rigger to work on the deck while overhead rigging is being done. There shall be one (1) Ground Rigger for every two (2) Overhead Riggers. An appropriate Department Head of the Bargaining Unit or their Qualified designee may function as the Ground Rigger with no reduction in pay provided that they have no other responsibilities in their department. Otherwise, Ground Riggers shall be compensated at the Rigger rate (see Appendix A).

16.7.4 Both Ground and Overhead Riggers shall be compensated for at least four (4) hours at the appropriate rigging rate. In the event of an unanticipated rigging need worker who is qualified rigger but has not been called as an Overhead Rigger or Ground Rigger may be so assigned by their appropriate Department Head or the CSES Technical Supervisor and shall be paid at Rigger Rate (see Appendix A) in one (1) hour increments for the first two (2) hours worked and in one-half (½) hour increments thereafter while such work is being performed.

16.8 Grid Workers

16.8.1 The CSES Technical Supervisor, in consultation with an appropriate Department Head of the Bargaining Unit or their Qualified designee, shall determine the number of grid workers needed for a particular activity.

16.8.2 Grid Workers shall be workers performing rigging related work on a gridiron or similar rigging support structure, except general housekeeping, which is not specified in Section 16.7 Riggers.

16.8.3 Grid work shall include:

- Positioning sheaves in an established line set
- Spotting lines for (but not limited to):
- Lighting booms
- Dead-hung soft scenery
- Tab masking
- Breasting line sets at the grid
- Adding pipe structures to a fixed grid
- Other similar work as determined by the CSES Technical Supervisor in consultation with the appropriate Department Head or their Qualified designee involved in the tasks.

16.8.4 Grid Workers shall be paid at the Key rate (see Appendix A) in one (1) hour increments for the first two (2) hours worked, & one-half (½) hour increments thereafter while such work is being performed.

ARTICLE 17 WORKING SUPERVISORS

17.1 It is understood that as an educational institution, there will be times when bargaining unit work will be performed by people other than represented employees. The provisions for this and the categories of people other than represented employees who may perform bargaining unit work are set forth below.

17.1.1 Technical Supervisors are defined as the CSES Technical Supervisor, Cornish Playhouse Technical Supervisor, Cornish College of the Arts Departmental Faculty and Staff Technical Directors (CSES, Performance Production, Theatre, Dance, or Music, as appropriate), Visual Arts resource

technicians and the Technical Directors for Third Party Rentals. These individuals may perform incidental bargaining unit work.

17.1.2 Faculty Supervisors are defined as Cornish College of the Arts faculty or staff who are deemed qualified to perform bargaining unit work within their area of specialty who have been hired by the College to instruct students in technical skill sets. Faculty Supervisors may perform incidental bargaining unit work Cornish Uses pursuant to Article 6.2

17.1.3 Post-Grad Supervisors are defined as recent (within three [3] Academic years) graduates of Cornish College of the Arts who are at least permit workers with the Union who have been contracted by the College to design and implement smaller student productions and to mentor students. During the term of their employment, Post-Grad Supervisors may perform bargaining unit work in order to implement their designs. Post-Grad Supervisors have no supervisory authority over bargaining unit members.

17.1.4 Faculty Supervisors may perform work bargaining unit work within the scope of their department as necessary for instructing students during technical classes taking place.-Students currently enrolled in and taking classes at Cornish College of the Arts may perform bargaining unit work when they are directly supervised by the CSES Technical Supervisor, a Faculty Supervisor, a Technical Supervisor or Bargaining Unit members.

ARTICLE 18 MINIMUM WORKING CONDITIONS

18.1 Wages The base rate shall be classified as the minimum straight-time hourly rate for each job classification or category listed in Appendix A.

18.2 Work Day A calendar day shall be classified as a work day whenever Bargaining Unit Members work at least four (4) hours during a twenty-four (24) hour period beginning at 12:00 AM Midnight, provided that any call of at least four (4) hours beginning before 12:00 AM Midnight and extending no more than four (4) hours into the next calendar day shall be classified as a single work day.

18.3 Minimum Calls The minimum call for those covered by this agreement shall be four (4) hours. (See Article 4)

18.3.5 For the ease of operation and scheduling and to further the needs of the College, a worker may be scheduled in two (2) locations within one (1) work day, in consultation between the CSES Technical Supervisor and affected Bargaining Unit Member(s). The minimum call shall be four (4) hours for each location regardless of job classification. The scheduled day shall start at one (1) location and end at the other location. Travel time shall be on the clock and may not overlap with the worker's meal break. Parking shall be considered in consultation with the CSES Technical Supervisor when scheduling workers outside their Primary Work Locations, with the following exception:

18.3.5.1 Work related to the prep, load in or strike of an event or show not to exceed 2hrs in a single work location. Longer hours in a work location may be permitted with an agreement between the CSES Technical Supervisor and the affected Bargaining Unit Members.

18.3.5.2 For the purposes of the above section, the following shall apply:

- Uptown Campus, including the Cornish Playhouse, Alhadeff Studio, and the Cornish Scene Shop shall be considered one (1) location.
- The South Lake Union Campus, including MCC, Skinner Theatre, Raisbeck Auditorium, Cornish Costume Shop, and all buildings & classrooms associated with

MCC shall be considered one (1) location.

- Kerry Hall shall be considered one (1) location.
- For filming, recording, live-streaming, or other events at locations other than Cornish in which Bargaining Unit Work is requested, locations within one-half (½) mile of the above may be considered within the boundaries of each location. Farther locations shall be considered a separate location.

18.3.6 The minimum Show Call (see Article 4.13) shall be five (5) hours.

18.3.7 If a break of more than two (2) hours is scheduled or otherwise directed by the College, both the initial call and the call back shall each be paid as separate minimum calls. Beyond the minimum call, Bargaining Unit Members shall be paid for time worked, and any increment of one (1) hour shall constitute one (1) hour.

18.3.8 If a call starts on the hour, it shall therefore end on the hour; if it starts on the half-hour, it shall therefore end on the half-hour.

18.4 Work Week The College's regular work week shall be Monday through Sunday.

18.5 Overtime

18.5.1 Daily Overtime - Daily overtime shall be paid only on hours actually worked as follows:

18.5.1.1 After the first eight (8) straight-time hours worked in a work day, all workers shall be paid at one and one-half (1 ½) times the base hourly rate.

18.5.1.2 A Bargaining Unit Member shall not be replaced in order to avoid payment of overtime pay as defined in this section; except as specified in Section 18.4.7.

18.5.1.3 After the first twelve (12) hours worked in a workday excluding scheduled meal breaks, all Bargaining Unit Members shall be paid at the rate of two (2) times the base hourly rate.

18.5.2 Weekly Overtime - Weekly overtime shall be paid only on hours actually worked as follows:

18.5.2.1 The first forty (40) straight-time hours worked in a work week shall count toward the forty (40) hour weekly overtime threshold. After the first forty (40) straight-time hours worked in a work week, all Bargaining Unit Members shall be paid at the rate of at least one and one-half (1 ½) times the base hourly rate.

18.5.2.2 As provided in Article 18 Holidays, the first eight (8) hours worked by all Bargaining Unit Members on a holiday shall also not count toward the forty (40) hours weekly overtime threshold.

18.5.2.3 A Bargaining Unit Member shall not be replaced in order to avoid payment of overtime pay as defined in this section; except as specified in Section 18.4.7.

18.5.3 Pyramiding There shall be no pyramiding of overtime or other compounding of premium pay except as specified within this agreement.

18.5.4 Work on Seventh & Subsequent Days - Hours worked between 8:00 AM and 12:00 AM

Midnight on a worker's seventh (7th) consecutive day - and all days following, shall be paid at two (2) times the base hourly rate until a day off has occurred. If a holiday coincides with a worker's seventh (7th) or subsequent consecutive workday, all hours worked shall be compensated at three (3) times the base hourly rate.

18.5.4.1 No Bargaining Unit Member shall not be replaced in order to avoid payment of Seventh and Subsequent pay as defined in this section; except as specified in Section 18.4.7.

18.5.5 Work After Midnight Except as modified in Article 20 - Holidays, and in the preceding Article 18.5.4, hours worked between 12:00 am and 8:00 am shall be paid at two (2) times the base hourly rate.

18.5.6 Turn Around There shall be a break of at least ten (10) hours between workdays. If a Bargaining Unit Member receives a break of less than ten (10) hours between the end of one work day and the beginning of the next work day, each hour of work performed following such break shall be paid at the rate of at least two (2) times the base hourly rate until a break of at least ten (10) hours is given.

18.5.7 Replacement

18.5.7.1 During College Uses Bargaining Unit Members may be replaced to avoid payment of Daily Overtime (i.e., after 8 hours worked) by Bargaining Unit Members with the exception of Dispatched Overhire.

18.5.7.2 During College Uses Bargaining Unit members may be replaced to avoid payment of Weekly Overtime (i.e., after 40 straight-time hours worked) by Bargaining Unit members with the exception of Dispatched Overhire.

18.5.7.3 During College Uses Bargaining Unit Members may be replaced to avoid Seventh Day overtime pay by Bargaining Unit members, with the exception of Dispatched Overhire.

18.5.7.4 The College may not replace Internal List Overhire or Dispatched Overhire on any call in order to avoid payment of higher rates.

18.6 Rest Breaks

18.6.1 A fifteen (15) minute uninterrupted break on the College's time, shall be taken as nearly as possible to the midpoint of each work period of more than three (3) consecutive hours. Breaks may be staggered to allow uninterrupted continuation of the work call as long as there are enough personnel remaining on duty to ensure that the work is done in a safe manner. On a three (3) hour block of work, workers shall be allowed a "walking" break.

18.6.2 Where the nature of the work allows the workers to take unscheduled rest breaks as needed, scheduled rest breaks are not required.

18.6.3 During rehearsals on stage Stage Crew and Wardrobe workers shall be provided breaks at the same time as those performers represented by (AEA) Actors' Equity Association (a five [5] minute break after 55 minutes of work, or a ten [10] minute break after 80 minutes of work - whichever the Stage Manager calls in the moment).

18.6.4 All Categories of Use shall adopt AEA rules for breaks during rehearsals in order to accommodate bargaining unit worker breaks. The CSES Technical Supervisor shall inform all productions

of these rules prior to their occupancy of Cornish

18.7 Meal Breaks

18.7.1 Workers shall be allowed an uncompensated meal period of at least one (1) hour and not more than two (2) hours, which will commence no less than two (2) hours nor more than five (5) hours from the beginning of a call or the end of the previous meal period except during the Tech/Preview period when the meal period after the first call of the day may commence not less than one (1) hour from the beginning of the call.

18.7.2 If a meal break is not called at, or by, the end of the fifth (5th) hour of work, compensation of two times (2x) the prevailing rate at the beginning of each hour must be paid until a meal break is called.

18.7.3 Meal breaks may be staggered to allow uninterrupted continuation of the work call as long as there are enough personnel remaining on duty to ensure that the work is done in a safe manner.

18.7.4 With supervisor approval, workers may take a one-half (1/2) hour unpaid meal break.

18.7.5 The College or their Designee may direct workers to take a one-half (1/2) hour meal break provided that workers are given notice by the end of the previous day's dinner break and are paid for the one-half (1/2) hour. In the absence of such advance notice, a balanced meal appropriate to the time of day shall be provided by the College or their Designee in addition to such compensation.

18.7.6 When the worker is required by the College or their Designee to remain on the premises or at the prescribed work site in the interest of the College, meal periods shall be on the College's time, and a balanced meal appropriate to the time of day shall be provided.

18.7.7 For Bargaining Unit Members working any Cornish Use as described in Article 6.1, if the entire day consists of no more than a six (6) consecutive hour rehearsal or performance call, no meal break shall be required. If work extends beyond the sixth (6th) consecutive hour, meal penalties shall be applicable from the end of the fifth (5th) hour.

18.8 Work in Higher Classification

When any Bargaining Unit Member is scheduled as a replacement for another worker in a higher job classification for the entirety of a call, the higher rate prevails.

ARTICLE 19 PAYMENT OF WAGES

19.1 For payroll purposes, the work week shall commence with the first call each Monday and conclude at the end of the last call the following Sunday, and will not be changed except by mutual agreement.

Payroll is done bi-weekly for two pay weeks. Paydays shall fall on the second (2nd) Monday following the end of each pay period, For all recognized holidays, payday will be the Friday following the end of the pay period.

19.2 The College will supply the Union with the name, telephone number, email address and Social Security number of each worker covered by this agreement following their employment. Within one (1) week following the close of each pay date, the College or its payroll service shall provide the Union with a breakdown of gross wages paid to, hours worked by, and benefit payments made on behalf of each covered worker.

19.3 If payment is not made within two (2) weeks from the end of the payroll period, the College will pay each affected worker an additional ten percent (10%) on all wages due. If payment is not made within thirty (30) days from the end of the payroll period, the College will pay each affected worker an additional fifteen percent (15%) on all wages due. If payment is not made within forty-five (45) days from the end of the payroll period, the College will pay each affected worker an additional twenty percent (20%) on all wages due. Errors of omission on a Bargaining Unit Member's part do not dictate or incur penalties.

ARTICLE 20 HOLIDAYS

20.1 Hours worked on any of the following holidays shall be compensated at two times (2x) the base hourly rate:

- | | |
|------------------------|---|
| New Year's Day | Martin Luther King Jr. Day |
| Memorial Day | Presidents Day |
| Juneteenth | Independence Day |
| Labor Day | Veterans Day |
| Thanksgiving Day | Christmas Day |
| Day after Thanksgiving | *Winter Closure (December 26 th - 31 st) |

20.2 Playhouse Staff, Head Venue Technicians & Shop Staff will be compensated for eight (8) hours at their straight-time base hourly rate for designated holidays not worked.

20.3 Assistants, Intermittent Staff and all other workers who have worked all scheduled hours in a two week period in which the holiday occurs, both the week immediately preceding and following the Holiday, will be compensated for eight (8) hours at their straight-time base hourly rate for designated holidays not worked.

20.4 Holidays not worked do not count toward the worker's forty (40) hour work week in respect to weekly Overtime.

ARTICLE 21 SAFETY & TRAINING

21.1 Safety

21.1.1 The College and the Union agree that all required safety procedures must be followed to protect the safety of employees covered by this Agreement. Employees are required to follow all safety rules and regulations and failure to do so can lead to disciplinary action including discharge. No employee shall be required to perform any work on a job that exposes the individual to clear and present danger to life or limb.

21.1.2 The employees and the College shall maintain reasonable safety and health standards. The College shall act promptly whenever bona fide unsafe factors are brought to its attention by the Job Steward or employees.

21.1.3 The College shall provide and maintain a first-aid kit appropriate to the hazards of the work at each work site and insure access to a telephone in case of an emergency.

21.1.4 The College shall provide appropriate safety apparatus for any hazardous activity.

21.1.5 All ladders and lifting apparatus shall be used in a manner conforming to manufacturer specifications. The College shall maintain the equipment so that it is in good working order and meets manufacturer's specifications.

21.1.6 No employees shall be required to perform any duty that is jointly determined to be unsafe by the employee and/or the Job Steward and the College. Employees are required to report any unsafe conditions or potentially unsafe conditions immediately to the College.

21.1.7 All incidents, including accidents and injuries, must be reported within twenty-four (24) hours, in writing, to the College through a designated representative.

21.2 Training

21.2.1 Upon adoption of new (either to the user or to the industry) technology, software, or equipment utilized in the execution of Work performed by the Bargaining Unit for the College in Venues or Shops, the College shall provide early access to such new technology or equipment to appropriate Bargaining Unit Members as to not affect normal operational needs of said Venues or Shops. The College shall schedule necessary and sufficient training to allow for adequate orientation to such new technology and/or equipment so that there be a smooth transition of operational needs pertinent to workers' Job Classifications using the new technology and/or equipment.

21.2.2 Department Heads agree to run training sessions for their specific department, when appropriate, and other Bargaining Unit Members may attend, when appropriate. Such training sessions may include those through the Western Washington Training Trust (see Article 6) and can be offered to the broader Union community. Training sessions may be required by CSES Technical Supervisor.

21.2.3 Regular Staff, Assistants, and any Bargaining Unit Members who are expected to be scheduled to perform Grid Work or hang/focus in the catwalks of the Cornish Playhouse Mainstage are required to undergo fall arrest training provided by the College and to remain current in said training/certifications. Such training shall be offered to all Bargaining Unit Members regardless of Job Classification as long as it does not interfere with their normal job duties and schedule.

21.2.4 Bargaining Unit Members who may be scheduled Work in all Venues that utilize a scissor lift or single-person lifts are required to undergo Mobile Elevated Work Platform (MEWP) training provided by the College and to remain current in said training/certifications.

ARTICLE 22 CANCELLATION OF CALLS

22.1 In the event of cancellation for previously scheduled workers, if notification is not given by 3 pm of the day preceding the call, then those previously scheduled workers shall be paid a four (4) hour minimum call. Proper notification shall be defined as a phone call, text, or email to the preferred number of the worker(s). If the worker does not answer the call, a voice message, text, or email will suffice as proper notification.

ARTICLE 23 LEAVES OF ABSENCE

23.1 Workers are eligible for a leave of absence as defined in the Family and Medical Leave Act of 1993 (FMLA) for:

- The birth of their child, miscarriage, abortion;
- The placement with the worker of a child for their adoption or foster care;
- The care of a child, spouse, parent, or partner who has a serious health condition, or;
- Their own serious health condition, which prevents working.
- This clause shall remain active regardless of any changes to the legal status of the FMLA.

- This leave of absence shall be without pay.

23.2 Workers must complete a minimum of 12 months employment and have worked at least 1,250 hours during the previous 12 months prior to a leave request to be eligible for family and medical leave. When possible, such as in the case of an expected birth or planned medical treatment, the workers should give at least 30 days' notice.

23.3 Additional leave requests from The Bargaining Unit will be considered on a case-by-case basis. No leave request will be unreasonably denied.

23.4 Workers are entitled to a maximum of twelve (12) weeks of unpaid job-protected leave per year. Workers who return to work at the end of their twelve (12) weeks of leave will be restored to their former position or to a comparable position; however, under the FMLA and Washington state law there may be limitations where restoration to a job is not available.

23.5 Employees who have worked in the state of Washington eight hundred twenty (820) hours in the qualifying period (equal to sixteen (16) hours a week for a year) will be able to apply to take paid medical leave or paid family leave as set forth in the Washington State Paid Family and Medical Leave (WA-PFML) Act . The eight hundred twenty (820) hours are cumulative, regardless of the number of employers or jobs held during a year. All paid work over the course of the year counts toward the eight hundred twenty (820) hours, including part-time, seasonal, and temporary work. This program allows up to twelve (12) weeks of paid leave, as needed, for qualifying events as defined by State law, including but not limited to:

Family leave

- Bonding with a new child coming into your family through birth, adoption, or foster placement.
- Caring for a family member as defined by WA-PFML a serious health condition or injury.
- Certain events for military families.
- Medical leave (for yourself)
- Recovery or treatment for your own serious health condition or injury, including recovery from childbirth.
- Incapacity/inability to work due to pregnancy or for prenatal care.

The program is funded by premiums paid by both employees and employers in Washington State and is administered by the Employment Security Department (ESD). The College shall withhold employee premium and remit both employer and employee premiums as directed by ESD.

23.6 Personal Leave Workers who have a minimum of one (1) year continuous employment may be considered for a leave of absence without pay for a maximum of twelve (12) months. Personal leaves are granted only with advance written approval from the appropriate supervisor and the Director of Human Resources. The College cannot ensure reinstatement to any position.

ARTICLE 24 SAVINGS CLAUSE

If an article of this agreement and/or addenda thereto should be held invalid by operation of federal, state, or municipal law, or if compliance with or enforcement of any article should be reinstated by such operation of law, the remainder of this agreement and any addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a replacement for such article.

ARTICLE 25 MATTERS COVERED AND COMPLETED

25.1 The parties acknowledge that during the negotiations, which resulted in this agreement, each has had the unrestricted right and opportunity to present demands and proposals with respect to any matter subject to collective bargaining.

25.2 Therefore, the College and the Union freely agree that during the period of this agreement, neither party shall be obligated to bargain with respect to any subject not covered or referred to in this agreement, except as required under applicable law, nor with respect to any matter or subject referred to in this agreement except in the manner specified herein, unless the parties mutually agree in writing to modification of such matter or subject of the agreement.

25.3 The failure of the Union to enforce any provision of this agreement or exercise any rights granted by law or the failure of the College to exercise any rights reserved to it or its exercise of any such right in a particular way shall not be deemed a waiver of such right or a waiver of its authority to exercise any such right in some other way not in conflict with the agreement.

ARTICLE 26 TITLE CREDITS

26.1 When applicable the College hereby agrees to publish in the program, playbill, digital signage, and/or recorded/broadcasted graphics the following or similar wording: "All Scenery, Staging and Wardrobe work is performed by workers represented by the I.A.T.S.E. Locals 15, 488, and 887", or list workers by name and Union affiliation. The College further agrees to publish the Union logo when applicable. If, in accordance with the provisions of this agreement, some of the above work is performed by persons not represented by I.A.T.S.E. (e.g. students or Faculty/Staff), the College hereby agrees to publish in the program, playbill, digital signage, and/or recorded/broadcasted graphics the following or similar wording: "Scenery, Staging and Wardrobe work is performed by Workers represented by the I.A.T.S.E. Locals 15, 488, and 887 working in collaboration with the Academic Departments of Cornish College of the Arts" or other appropriate language.

26.2 The College agrees that all scenery produced by workers covered by this agreement shall bear the stencil of the Local Union.

ARTICLE 27 HEALTH AND WELFARE

27.1 The College agrees to pay the I.A.T.S.E. National Benefit Fund (NBF) an amount equal to 5 dollars and twenty cents (\$5.20) for each hour earned by each worker who works in classifications or categories covered within the jurisdiction of Local 488 or Local 887. The College agrees to pay Local 15 Health and Welfare Trust an amount equal to thirteen percent (13%) of the monthly gross wages earned by each worker who works in classifications or categories covered within the jurisdiction of Local 15. These contributions shall be postmarked on or before the tenth (10th) day of the month following the month in which the worker has worked. College agrees to execute all documents necessary to support contributions to the IATSE National Benefits Funds and the Local 15 Health and Welfare Trust.

27.1.1 If a Bargaining Unit Member suffers a loss of health insurance coverage due to late reporting of hours to the Union by the College, the College shall be responsible for all normally covered medical costs incurred during the coverage lapse.

27.1.2 Remittance of payment for covered losses shall occur no later than thirty (30) days after verified expenses have been submitted to the College for reimbursement.

27.1.3 All Bargaining Unit Members covered under the College Health Plan on the effective date of this agreement shall be given the opportunity to continue their coverage in that plan. The College will be exempted from submitting Health & Welfare contributions for all Workers that choose to participate in the College Health Plan.

27.2 Retirement

The College agrees to pay to Western Employees Benefit Trust an amount equal to four percent (4%) of the monthly gross wages earned by each worker of Locals 15 and 887. The College agrees to pay to the IATSE National Benefit Fund Annuity Plan an amount equal to four percent (4%) of the monthly gross wages earned by each bargaining unit member of Local 488. These contributions shall be postmarked on or before the tenth (10th) day of the month following the month in which the Workers worked.

27.3 Paid-Time Off

27.3.1 Full-Time House Staff, Full-Time Staff, Assistants, Head Venue Technicians, and Shop Staff shall be eligible for Paid-Time Off days (henceforth "PTO") at a rate of 3.077 hours per forty (40) hours worked. PTO will accrue without a cap and any unused PTO will be payable on termination. Used PTO shall count towards the weekly or monthly guarantee.

27.3.2 Intermittent Staff, Internal List workers and Dispatched Overhire who have worked under this agreement shall receive PTO at a rate of 1.538 hours per forty (40) hours worked on base wages payable on the first pay period in May. PTO will accrue without a cap and any unused PTO will be payable on termination. Used PTO shall count towards the weekly or monthly guarantee.

27.3.3 PTO leave requests for Regular Staff, Assistants, Head Venue Technicians, & Shop Staff must be submitted in compliance with the College's PTO policy via email to the CSES Technical Supervisor or their Designee in advance of the expected Leave of Absence (see Article 23) and must be approved by the College. Non-paid leave requests must be submitted in compliance with the College's PTO policy and must be approved by the supervisor The CSES Technical Supervisor or their Designee provided the requests occur within the College's Academic Year.

27.3.4 During the Guarantee Period (see Article 4.8), Assistants and Intermittent Staff shall notify the College of any days that they are not available to accept work in writing as soon as they know they will not be available. The College may hire temporary Assistants from the Internal List first, and then from the Local 15 Hiring Hall during periods of declared unavailability.

27.4 Sick Leave

27.4.1 Sick leave shall be granted to all Bargaining Unit Members unable to perform normal work duties due to illness, medical examination or treatment, or when a dependent member of the employee's Worker's immediate family or domestic partner requires care and attention.

27.4.2 Regular Staff, Assistants, Head Venue Technicians, & Shop Staff will accrue paid sick leave at the rate of 1.846 hours per forty (40) hours worked up to a total of two hundred forty (240) hours of unused sick leave. Forfeited sick leave may not be converted into monetary compensation at the end of the term of employment.

27.4.3 All employees, excluding House Staff Intermittent Staff, Internal List Overhire, and Dispatched Overhire, shall be pursuant to Seattle Ordinance No.123698 for Paid Sick/Safe Time.

27.4.4 Should a medical situation cause a Bargaining Unit Member to be away from work beyond their accrued sick leave, they may use any amount of accrued vacation time PTO, if any, or request unpaid medical leave. (See exception in 27.4.7)

27.4.5 While on sick leave, Regular Staff, Assistants, Head Venue Technicians, & Shop Staff shall receive full wages and benefits to the extent of eligibility, unless payments are provided by Worker's Compensation, State Disability, and other similar payments, as applicable.

27.4.6 In all cases, workers must notify The CSES Technical Supervisor or their Designee if they cannot report to work due to illness, either in person or by phone.

27.4.7 Sick leave may be taken in minimum increments of one half day (or 4 hour minimum).

ARTICLE 28 WESTERN WASHINGTON THEATRICAL TRAINING TRUST

28.1 The College agrees to contribute 8/10ths of 1% (.8%) for each hour worked by all employees represented by the Union to the Western Washington Theatrical Training Trust each calendar quarter.

ARTICLE 29 - TERM AND EFFECTIVE DATE

This Agreement may be reopened by either party solely on the matter of wages for 2023 and/or for 2024. A party so desiring to reopen the Agreement must do so by serving written notice on the other party no later than June 30, 2023 (regarding 2023-4 wages), and no later than June 30, 2024 (regarding 2024-5 wages). Any changes shall be retroactive to September 1 of the year in which the Agreement is reopened. Under no circumstances shall the resulting wage increase be less than the base rates reflected in "Appendix A Wages."

The term of this agreement shall be effective from the date of signing until the last day (31st) of August, **2025**.

I.A.T.S.E.
DocuSigned by:
by Laura McGreevy
41D5CD0C936D424...
Its Business Representative
Date 1/29/2023

CORNISH COLLEGE OF THE ARTS
DocuSigned by:
by Raymond Tymas-Jones
C62B47B03AC04E2...
Its President
Date 1/30/2023

I.A.T.S.E.
DocuSigned by:
by Melina Pursell
B720A5756D1B436...
Its Local 488 Business Agent
Date 1/30/2023

I.A.T.S.E.
DocuSigned by:
by Barrie Stefick
A042E298790D472...
Its Business Agent Local 887
Date 1/29/2023

APPENDIX A. WAGES

	Base	Industrial	Commercial
Head	\$27.74	\$33.29	\$41.62
Lead	\$27.19	\$32.63	\$40.79
Key	\$26.62	\$31.94	\$39.92
Overhire	\$25.67	\$30.81	\$38.51
Rigger	\$34.14	\$40.97	\$51.21
Health & Welfare – L 15	13%		
Health and Welfare – L 488 & 887 (per hr)	\$5.20		
Pension	4%		

- A. Acting Crew Chiefs will be compensated an additional \$.75 per hour above their base wage rate.
- B. House Staff shall be paid at their regular rate for all work performed in or out of the season guarantee work.