

COLLECTIVE BARGAINING AGREEMENT

Between

CORNISH COLLEGE OF THE ARTS

And

SEATTLE MUSICIAN'S ASSOCIATION, LOCAL 76-493,
AMERICAN FEDERATION OF MUSICIANS

September 1, 2012 through August 31, 2015

Revised 6.6.2014

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PREAMBLE

This Collective Bargaining Agreement is hereby entered into between the Cornish College of the Arts ("Employer" or "College") and the Seattle Musicians' Association, Local 76-493, American Federation of Musicians ("Association" or "Union").

SECTION 1 – Bargaining Unit

Cornish College recognizes the Union as the exclusive bargaining agent of all employees of Cornish College working in the classification of dance musician, excluding anyone serving as Dance Musician Coordinator. This Agreement shall apply to all such employees, but to no other employees. Except as set forth below, this Agreement shall apply to all such employees, but not to others.

SECTION 2 – Non-Discrimination

2.1. Union Activities. There shall be no unlawful discrimination, interference, restraint or coercion by the College, manager, heads of department or any other person or persons in the employ of the College against any employee because of activities in the affairs of the Union or because of membership in the Union.

2.2. Equal Opportunity. Neither Cornish College nor the Union shall unlawfully discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, sex, marital status, sexual orientation, veteran status, national origin, age, sensory, mental or physical handicap unless based upon a bona fide occupational qualification, or for any reason prohibited by applicable law.

2.3. Intent. It is the intent of the College and the Union that any claim of discrimination covered by this Section should be processed under the grievance/arbitration procedure set out in this Agreement, even if the grievant files a charge of discrimination with a government agency or files a lawsuit with a court.

SECTION 3 – Union Security and Union Activities

3.1. Union Security. No employee covered by this Agreement is required to become a member of the Union, nor is required to pay an initiation fee or dues to the Union. If an employee chooses to become a member of the Union and pay the Union initiation fee and regular dues, Cornish College will not interfere with that choice.

3.2. Use of College Facilities. Cornish College agrees to allow the Union use of, and access to, the buildings of the College for the Purpose of holding Union meetings, subject to the following conditions:

- (a) The Union must schedule use of the building with the appropriate supervisory personnel. If the building is already scheduled for use, the Union will make other arrangements for its meeting. In addition, the general Priority will be:
 - (i) institutional/educational/instructional,
 - (ii) revenue generating, and
 - (iii) staff and other users.

- (b) Use of the building by the Union must not interfere with classroom educational programs or other College activities.
- (c) The Union agrees to reimburse the College for any abnormal costs incurred as a result of such use, reasonable wear and tear excepted.
- (d) In the event there is a dispute over scheduling of or use of or access to the buildings of the College, the matter may be submitted to arbitration under the grievance/arbitration provisions of this Agreement.

3.3. Dues Check-Off. Upon written authorization from the employees covered under this Agreement, the Employer agrees to deduct dues, fees and assessments from an employee's pay check in such amounts as are determined from time to time in accordance with the Union's by-laws. The withheld amounts shall be transmitted within 10 calendar days from the end of each pay period to the Union office. The Union indemnifies the Employer against errors and omissions of dues withheld

3.4. Communications.

- (a) The College shall furnish a bulletin board for the Union's use.
- (b) The Union shall have the right to use college employees' mail boxes for the distribution of its communications, which shall be identified as to source.

3.5. Shop Stewards. The Employer shall be notified of the Union's selection of any shop steward. The Employer shall involve the shop steward in investigation and resolution of grievances to the extent required by applicable law. It is agreed that any resolution of a grievance or other workplace issue shall be precedent setting if agreed to in writing by the Union and the Employer.

SECTION 4 – Management Rights

Except as expressly limited in this written Agreement, the Union and the College agree that the College shall have the full right to manage all aspects of the existence and operation of the College.

SECTION 5 – Classification and Wages

5.1. Employee Status. Employees working in the classification of dance musician shall be considered regular, not temporary, employees, and shall be considered to be non-exempt under the Fair Labor Standards Act.

5.2. Wages. For the 2012-2013 academic year base hourly pay for dance musicians shall be:

	Yrs. Exp	2012-13
Step 1	0 – 2	25.55
Step 2	3 – 5	26.74
Step 3	6 – 9	28.03
Step 4	10 – 15	29.30
Step 5	16 - 19 (inc. 10 yrs @ Cornish)	30.19
Step 6	20 - 24 (inc. 15 yrs @ Cornish)	30.51
Step 7	25+ (inc. 20 yrs @ Cornish)	31.10

Wages for academic years 2013-2014 and 2014-2015 will be negotiated in March of the preceding academic year.

5.3. Seniority and Merit. Dance Musicians shall be placed on the seniority and merit scale depending on:

- a) years of experience as a dance musician at Cornish,
- b) years of experience as a dance musician at other professional organizations, and
- c) performance as determined by annual evaluations.

Upon hire, new dance musicians will be placed temporarily at a step corresponding to their years of experience as an accompanist in professional settings (such as college dance programs, professional companies and schools affiliated with professional companies). At the end of the first three months of employment, new musicians will be evaluated by management, using evaluation criteria listed under "Evaluations Process." If the new musician receives an evaluation marked "proficient," the new musician will remain at the current step. If the new musician receives an evaluation of "unsatisfactory," the musician may be moved to a lower step.

No Dance Musician shall be placed lower on the scale than reflected by their years at Cornish.

5.3.1. Definition of Steps

Step 1

Dance Musicians who have performed at an acceptable standard as reflected in annual evaluations and who have none to two years of experience accompanying dance classes in professional settings such as college dance programs, professional companies and schools affiliated with professional companies.

Step 2

Dance Musicians who have performed at an acceptable standard as reflected in annual evaluations and who have three to five years of experience accompanying dance classes in professional settings such as college dance programs, professional companies and schools affiliated with professional companies.

Step 3

Dance Musicians who have performed at an acceptable standard as reflected in annual evaluations and who have six to nine years of experience accompanying dance classes in professional settings such as college dance programs, professional companies and schools affiliated with professional companies.

Step 4

Dance Musicians who have performed at an acceptable standard as reflected in annual evaluations and who have ten to fifteen years of experience accompanying dance classes in professional settings such as college dance programs, professional companies and schools affiliated with professional companies.

Step 5

Dance Musicians who have performed at an acceptable standard as reflected in annual evaluations and who have sixteen to nineteen years of experience accompanying dance classes in professional settings such as college dance programs, professional companies and schools affiliated with professional companies, with at least ten years of experience in the Cornish Dance Department.

Step 6

Dance Musicians who have performed at an acceptable standard as reflected in annual evaluations and who have twenty to twenty-four years of experience accompanying dance classes in professional settings such as college dance programs, professional companies and schools

affiliated with professional companies, with at least fifteen years of experience in the Cornish Dance Department.

Step 7

Dance Musicians who have performed at an acceptable standard as reflected in annual evaluations and who have twenty-five plus years of experience accompanying dance classes in professional settings such as college dance programs, professional companies and schools affiliated with professional companies, with at least twenty years of experience in the Cornish Dance Department.

5.3.2. Evaluation Process. The work performance of each regularly scheduled employee covered by this agreement shall be evaluated in writing by the management at least one time each academic year. The purpose of this professional evaluation shall be to encourage improvement of professional performance and to provide a basis for decisions on merit scale promotion. The evaluation procedures will be determined by the Dance Department Chair based on recommendations from the Dance Musicians and management. Evaluation procedures may include a self-evaluation by the Dance Musician, evaluation by management and evaluation by the Dance faculty for whom the musician plays. Suggested criteria include quality of work (range of musical repertoire, musical choices), knowledge of job including the ability to meet the instructor's needs, punctuality, dependability, communications skills, working relationships, initiative/judgment, and interaction with the Dance Musician Coordinator.

If the evaluation suggests unsatisfactory performance or significant need for improvement, a proposed remedial course of action and a time line for improvement may be added to the evaluation. Two unacceptable evaluations will result in delay in promotion on the step scale.

5.4. Annual Performance Reviews. The performance of each regularly scheduled employee covered by this Agreement shall be reviewed in writing by Cornish College at least once each academic year. Evaluation meetings with the Dance Musicians accompanying College-only classes will take place no later than the last of College classes. Evaluation meetings with Dance Musicians accompanying Preparatory Dance classes will take place no later than the Tuesday following student demonstrations.

5.5. Statement of Wages. Cornish College shall give to each employee covered by this Agreement a statement at the time of payment of wages showing, as appropriate to the Employer's technological and financial capability: name of Employer, name of employee, hours worked, pay, rate and all deductions according to the laws of the State of Washington and the federal government.

5.6. Base Pay and Premium. The base pay set forth in Section 5.2 is the minimum to be paid. In Cornish College's sole discretion it may pay a premium rate of pay to any employee. In Cornish College's sole discretion, it may remove any part or all of any premium rate if in the opinion of the College the employee does not maintain satisfactory work performance.

5.7. Dance Musician Coordinator. The College may appoint an individual of its choosing to serve as the Dance Musician Coordinator ("Coordinator"). The individual chosen for this position shall be responsible for scheduling, evaluating and disciplining dance musicians and for performing other tasks assigned by the College. The College may provide premium pay to the Coordinator in accordance with Section 5.5. The College shall have the sole discretion to select whomever it chooses to fill the Coordinator position and to remove the individual from that position.

5.8. Cartage. The College will provide one of the following options to address cartage for dance musicians required to use their own instruments:

- 1) provide school owned instruments,
- 2) provide lockable, secure storage, or
- 3) pay a \$1.00 per hour premium in addition to the employee's base hourly pay.

SECTION 6 – Hours of Work and Overtime

6.1. Timesheets. Employees covered by this Agreement are hourly, non-exempt employees under the Fair Labor Standards Act, and must keep daily timesheets. Timesheets are to be turned in to the appropriate supervisor by the 18th of the month, for submission to payroll by the 20th of the month. Failure to fill out a timesheet, or failure to turn in a properly completed timesheet by the 18th of the month may delay payment of wages. The College reserves the right to change the timing and frequency of pay at its sole discretion and in compliance with applicable laws.

SECTION 7 – Scheduling

7.1. Work Year. The work year is defined by two semesters; fall and spring.

7.2. Personal Service Agreement. The College will solicit in writing from dance musicians their hours of availability for fall semester by May 15. Musicians will respond in writing by May 25. Spring availability will be solicited in writing by October 7. Musicians will respond in writing by October 17.

The College will provide a personal service agreement in writing to dance musicians for each semester, which shall include the program (College and/or Preparatory Dance), course name, days and times offered, duration, total hours, and step. Agreements shall be postmarked no later than June 7 for fall semester and November 1 for spring semester. Signed personal service agreements will be postmarked by June 22 for fall semester and November 16 for spring semester.

When dance musicians are engaged for a summer dance program the College will provide a personal service agreement which shall include the course name, days and times offered, duration, total hours, and step. Agreements will be post-marked no less than two weeks in advance of the assignment.

The Personal Service Agreement does not bar dance musicians from accepting additional classes, events and/or hours of work.

7.3. Rest Periods. The College shall work with the employees covered by this Agreement and with the dance instructors to ensure that all employees receive the rest periods. Rest periods shall be computed on the basis of ten minutes for two hours working time. No wage deduction shall be made for such rest periods. In the event that any employee is not actually receiving the rest periods he or she should receive, the employee or the Union shall notify the College; this issue remains grievable. Dance musicians who notice significant pain or fatigue may stop and notify the instructor of such condition. A dance musician's break may commence while the dance musician recovers without sanction.

7.4. Minimum Call. A dance musician engaged to work outside the regular work schedule shall be paid for not less than two hours including performance warm up classes. However, if the class is regularly scheduled, the minimum call shall be the regularly scheduled duration of the class. However, a dance musician working a regularly scheduled class shall be paid at least a minimum of one hour. Minimum call is three hours for work on Sunday and performance-type sessions.

7.5. Class Cancellations. If a scheduled class is cancelled for the semester, the musician scheduled for the class shall receive two weeks normal pay as a cancellation fee. Such musicians also shall have the right to refuse other classes to which they have already committed. If a scheduled class during summer session is cancelled, the musician scheduled for the class shall receive 15% of the total session normal pay as a cancellation fee.

SECTION 8 – Holidays

8.1. Pay for Holidays Not Worked. Employees covered by this Agreement who are scheduled to work on holidays during the fall semester, spring semester and summer session, but who in fact do not work on those holidays, will be paid for the scheduled hours at the normal rate. The holidays for which this section applies are Labor Day, Veteran’s Day, Wednesday before Thanksgiving, Thanksgiving Day, Friday and Saturday after Thanksgiving, Martin Luther King Jr. Day, Presidents’ Day, Memorial Day (Prep Dance only unless College Dance is in session), and Independence Day (summer session).

8.2. Pay for Holidays Worked. Employees covered by this Agreement who in fact work on the following holidays – Labor Day, Veteran’s Day, Wednesday before Thanksgiving, Thanksgiving Day, Friday and Saturday after Thanksgiving, Martin Luther King Jr. Day, Presidents’ Day, Memorial Day, and Independence Day, shall be paid at their regular rate for the holiday plus their regular rate for the hours called. Minimum call as defined in 7.2 shall apply. Any employee scheduled to work on one of the aforementioned holidays who fails to report for work as scheduled shall receive no holiday pay and no regular pay for that day.

8.3. Eligibility. To be eligible for holiday pay pursuant to Subsection 8.2, a regular full-time or regular part-time employee must have worked for the College for at least six months and must have worked at least a total of 150 (one hundred fifty) hours prior to the holiday and must have worked his or her last regularly scheduled workday preceding and first regularly scheduled workday following the holiday.

SECTION 9 – Paid Leave

9.1. Personal or Sick Leave. Employees shall be entitled to four calendar days of paid leave per academic year. Accrued but unused leave shall be cashed out at the end of the academic year and included in the June paycheck as specified in the following table. Those dance musicians who work only fall semester may request the cash out in the January paycheck. Musicians who are scheduled to work one semester only shall be entitled to two calendar days of paid leave. The employee will assist in finding a suitable substitute dance musician.

Four days unused leave is paid at 2.50% of total hours worked in the academic year
Three days unused leave is paid at 1.90% of total hours worked in the academic year
Two days unused leave is paid at 1.25% of total hours worked in the academic year
One day unused leave is paid at .625% of total hours worked in the academic year

9.2. Bereavement Leave. In the event of a death in the immediate family of an employee covered by this Agreement, the employee shall be entitled to receive one to five days leave with pay, depending on the circumstances. "Immediate family", including that of a domestic partner, shall mean parent, spouse, domestic partner, child, mother or father-in-law, grandparents, grandchildren, sibling, step-parents, sisters- and brothers-in-law.

SECTION 10 – Unpaid Leave

10.1. General Policy. It is the intent of the parties that, consistent with this Agreement, employees shall be in attendance at every class for which they are regularly scheduled. However, legitimate exceptions include bona fide illness or other conditions which would significantly impair their ability to perform normally. Employees shall notify their supervisor promptly when they are unable to

work as scheduled. The Employer shall comply with all applicable federal, state, and local leave laws, including the Family and Medical Leave Act and pregnancy discrimination laws.

10.2. Professional Leave. In recognition that dance musicians at Cornish are professional musicians and representative of Cornish's high artistic standards, it is necessary for the musicians to interact both with other artists and the public as the opportunity arises. Short-term professional leaves may be arranged for purposes including but not limited to professional education and performance opportunities of up to one year. The employee will be responsible for assisting the Dance Department with finding a suitable substitute dance musician. The requests shall be directed to the Dance Department Chair for approval.

SECTION 11 – Benefits

11.1. Medical and Dental Insurance Plan Coverage. Employees who are regularly scheduled to work 10 hours per week or more will be eligible. Eligible employees may opt to enroll in another health care plan and may decline Cornish's medical coverage plan and receive cash (as taxable income) in-lieu-of medical coverage. The cash in-lieu-of medical benefit amount will match the premium paid by the employee for the opted medical coverage and will not exceed Cornish's base premium. Proof of insurance may be required.

The current base medical insurance plan is with Options Health Care. Cornish College pays the full monthly premium cost of the coverage for an eligible employee. The premium contribution for the plan year 2012-2013 is \$631.25 per month.

The College also offers two buy-up medical insurance plans through Group Health Options and Alliant Plus. When the employee chooses a buy-up plan, Cornish College pays the cost of the base medical premium. The difference between the base premium and the buy-up premium is paid for by the employee.

The current dental insurance is with Washington Dental Service. Cornish College pays the full monthly premium cost of the coverage for an eligible employee. The premium contribution for the plan year 2012-2013 is \$58.38 per month.

When a currently employed dance musician drops below workload eligibility (10 hours) on a given semester, she or he will remain eligible if the sums of the previous semester's and current semester's hours are equal to 10 hours averaged for the two semesters.

Coverage for dance musicians engaged during the spring semester shall continue over the summer if the dance musician has received an offer of employment for the following fall semester.

11.2. Right to Change Plan and Carriers. The Union and Cornish expressly agree that Cornish College has the right under this Agreement to change during the term of this Agreement the details of the medical insurance plan, and the details of the dental insurance plan, including but not limited to the deductible, the options offered, and the items covered. In addition, Cornish has the right during the term of this Agreement to change the carrier of the medical insurance plan and to change the carrier of the dental insurance plan.

11.3. Retirement. Employees who meet the eligibility requirements of the Cornish College of the Arts Defined Contribution Retirement Plan will receive a retirement contribution from the College. For academic year 2012-2013 the College will contribute 4.51% of wages. Any changes in the contribution rate for other non-faculty staff will similarly be made for dance musicians.

Contribution rates for academic years 2013-2014 and 2014-2015 will be negotiated in March of the preceding academic year.

Eligibility is one year of service and 600 equivalent hours of work in the previous plan year. A dance musician who works an average of 50% F.T.E. over spring and fall semesters will have worked the equivalent of 600+ hours.

All employees are eligible to contribute to a tax-deferred annuity through payroll deduction.

SECTION 12 – Recording of Musician's Work

Cornish will take reasonable steps to prevent the unauthorized recording of music performed at the direction of Cornish which is played by employees covered by this Agreement. The Employer shall post notices consistent with this policy and shall make release forms available in the Dance Department. It is understood and agreed that recordings by family and friends for private, personal use is allowed. Segments of music may be recorded for news or a documentary story aired or broadcast for not more than 3 minutes as a news event. No public or commercial recordings are allowed without a signed release form. Cornish cannot guarantee that no unauthorized recording will occur. Any recording for commercial purposes shall be by mutual written agreement between the Union and the Employer.

SECTION 13 – Discipline & Discharge

13.1. Right to Discipline. The Employer shall have the right to discipline, suspend, or discharge any Employee for Just Cause.

13.2. Just Cause. The Employer shall have the right to discipline, suspend, or discharge any Employee for Just Cause. The term "Just Cause" includes all meanings and interpretations of that term as it is normally and commonly applied in collective bargaining agreements.

13.3. Written Warnings. Except for the reasons specified above, no Employee shall be discharged for incompetence or failure to perform work satisfactorily or refusal to perform duties unless s/he has received two written warnings within the preceding twelve-month period, specified and clearly designated as such, which have not been reversed by the grievance procedure. Upon receipt of such written notice, the employee shall be given reasonable time to correct the stated deficiencies.

13.4. Personnel File. The Employer shall maintain an official personnel file into which relevant documentation regarding the employee shall be placed. All information used in discipline against an employee must be in this file in order for it to be used against the employee.

SECTION 14 – Grievance and Arbitration Procedure

14.1. Purpose. The purpose of this procedure is to provide for the orderly and expeditious adjustments of grievances. A grievance is a dispute by the employee or union against the employer or employer against the union relating to this agreement. The parties recognize the importance of prompt resolution of such problems at the level closest to the problem, if possible through informal discussions and resolution between those involved or, if necessary, with the assistance of a neutral party. In the interest of fairness to all parties involved, it is agreed that no reprisals shall be taken against persons involved in grievance proceedings.

14.2. Representation. Union representatives, including shop stewards, have the right to be present and express their views for any meetings relative to the grievance and shall be given timely notice. Administrative meetings that do not include employees or employee witness contacts and which are of a management nature are not included in this provision. Any resolution

shall be consistent with the terms of this Agreement and shall not be precedent setting unless agreed to in writing by the union office and the college.

14.3. Grievance Timeliness. Grievances shall be processed as rapidly as possible, the number of days indicated at each step shall be considered as maximum. Time limits may be extended or waived by mutual written consent. If the stipulated time limits are not met by the Employer, a resolution favorable to the employee as requested by the Employee in the grievance form shall result. If the stipulated time limits are not met by the grievant, the grievance shall be deemed dropped and will not be reviewed at any higher step. Unless otherwise specified, the counting of days for time limits shall only be calendar days.

14.4. Grievance Procedures. Written grievances shall contain (1) a statement of the grievance, (2) references to the violated sections of the agreement that are known at the time of filing, (3) the resolution sought.

Step 1 - Department Chair

Within thirty days of when the employee knew of the incident(s) or reason(s) giving rise to the grievance, an informal discussion shall be scheduled with the Department Chair. If the matter is not satisfactorily adjusted orally, the grievant shall reduce the grievance to writing, date and sign it and submit a copy to the Department Chair and Office of Human Resources. The Department Chair shall have 14 calendar days to render a written determination. Copies of the determination shall be sent concurrently to the grievant and the Union.

Step 2 - Provost

If no settlement is reached at Step 1, the written grievance may be submitted to the Provost or designee, provided it is filed no more than 14 calendar days after it is answered at Step 1. The Provost or designee shall meet with the parties involved within 14 calendar days after the date the Step 2 notice was received. The Provost or designee shall render a written determination within 10 calendar days after the meeting. Upon mutual consent of the parties, the Union may initiate a grievance at Step 2.

Step 3 - Binding Arbitration

If no settlement is reached at Step 2, and the grievance has not been withdrawn, the Union, at its sole discretion, may file written notice of its decision to arbitrate the matter, provided that it does so within 30 calendar days of receipt of the Step 2 response. Such notice shall be provided to the Employer and include notice to the FMCS seeking a panel of seven arbitrators to hear the case. The parties shall meet within 7 calendar days of receipt of such panel and, after flipping a coin to determine which side goes first, proceed to strike names from the list until one is left. That person shall be asked to be the arbitrator and asked to schedule a hearing as soon as possible. Proof at the hearing shall be by a preponderance of the evidence. Hearing and procedural matters shall be in accordance with the voluntary rules of the American Arbitration Association as determined by the arbitrator. Each side shall be responsible for the expenses it incurs. The fees and expenses of the arbitrator shall be borne equally by both sides. The written decision of the arbitrator shall be consistent with the terms of the Agreement, and shall be final and binding upon both the Union and the Employer.

SECTION 15 – Labor Management Committee

A Labor/Management Committee is established and shall meet when necessary as requested by either side. Its purpose shall be to provide a forum to resolve by mutual agreement any workplace issues that may arise during the term of this agreement. The Employer and Association shall provide representation that is reasonably empowered to make decisions relevant to the issues at hand.

SECTION 16 – No-Strike, No-Lockout

It is expressly agreed that during the term of this contract there shall be no work slowdowns, stoppages, strikes, or sympathy strikes nor picketing of any kind or form whatsoever, nor lockouts; these no-strike provisions shall be broadly construed to prohibit all strikes by employees, no matter the reason for the strike, and regardless of whether the strike is over a matter within the contemplation of the Union or the College at the time this Agreement is signed. However, this section shall not be construed so as to prevent an employee from refusing to cross a picket line of any other Cornish employees at the employer's place of business.

SECTION 17 – Effect of Agreement

17.1. Agreement. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties.

17.2. Bargaining During Agreement. Except where specifically provided for otherwise in this Agreement, the Union and Cornish College, for the life of this Agreement, hereby waive any right to negotiate or to bargain with respect to any matters contained in this Agreement. Nothing herein shall preclude the College and the Union, by mutual agreement, from discussing problems which may arise under this Agreement.

17.3. Savings. This Agreement is subject to applicable federal and state laws. If any provision becomes unlawful, the remaining provisions shall remain in full force and effect. The parties agree to immediately enter into negotiations to find a mutually satisfactory replacement for any such unlawful provision.

SECTION 18 – Duration of Agreement

This Agreement shall be effective on September 1, 2011. This Agreement shall remain in effect through August 31, 2015. This Agreement shall continue in effect beyond August 31, 2015 on a year to year basis unless written notice is given by Cornish College to the Union, or by the Union to Cornish College, at least 60 (sixty) days prior to August 31, 2015, or at least 60 (sixty) days prior to any subsequent August 31 anniversary date, to the effect that the College or the Union wishes to terminate or modify the Agreement.

SECTION 19 – Signatures

This Agreement is hereby agreed to and accepted by the parties on this 25th day of September, 2012.

SEATTLE MUSICIANS' ASSOCIATION,
ARTS LOCAL 76-493, AMERICAN
FEDERATION OF MUSICIANS

CORNISH COLLEGE OF THE

Mary Ann Lee, Negotiating Team

Dr. Nancy J. Uscher, President

Date

Date

Angela Rinaldi, Negotiating Team

Jeff Riddell, V.P. for Finance & Administration

Date

Date

Dell Gossett, Negotiating Team

Beverly Page, Director of Human Resources

Date

Date

Mottter Snell, President

Date



MUSICIANS' ASSOCIATION OF SEATTLE

Local 76-493, American Federation of Musicians

Side Letter to the
Collective Bargaining Agreement
September 1, 2012 through August 31, 2015
Between

Cornish College & the American Federation of Musicians, Local 76-493

The American Federation of Musicians Local 76-493 and Cornish College agree that the following provision shall apply to the collective bargaining agreement.

- a. 7.4 Minimum Call. A dance musician engaged to work outside the regular work schedule shall be paid for not less than two hours including performance warm up classes. However, if the class is regularly scheduled, the minimum call shall be the regularly scheduled duration of the class. However, a dance musician working a regularly scheduled class shall be paid at least a minimum of one hour. Minimum call is three hours for work on Sunday and performance-type sessions.
- b. 5.4 Annual Performance Reviews. The performance of each regularly scheduled employee covered by this Agreement shall be reviewed in writing by Cornish College at least once each academic year. Evaluation meetings with the Dance Musicians accompanying College-only classes will take place no later than the last day of College classes. Evaluation meetings with Dance Musicians accompanying Preparatory Dance classes will take place no later than the Tuesday following student demonstrations.

Signed:

Motter Snell, President
Local 76-493, AFM

Date

6/7/2013

Beverly Page, Human Resources Director
Cornish College

Date

6/7/2013

Side Letter to the
Collective Bargaining Agreement
September 1, 2012 through August 31, 2015
Between

Cornish College of the Arts and the American Federation of Musicians, Local 76-493



Cornish College of the Arts and the American Federation of Musicians Local 76-493 agree that the following shall apply to the collective bargaining agreement.

- a. **7.2. Personal Service Agreement.** The College will solicit in writing from dance musicians their hours of availability for fall semester by May 15. Musicians will respond in writing by May 25. Spring availability will be solicited in writing by October 7. Musicians will respond in writing by October 17.

The College will provide a personal service agreement in writing to dance musicians for each semester, which shall include the program (College and/or Preparatory Dance), course name, days and times offered, duration, total hours, and step. Agreements shall be postmarked no later than June 7 for fall semester and November 1 for spring semester. Signed personal service agreements will be postmarked by June 22 for fall semester and November 16 for spring semester.

When dance musicians are engaged for a summer dance program the College will provide a personal service agreement which shall include the course name, days and times offered, duration, total hours, and step. Agreements will be post-marked no less than two weeks in advance of the assignment.

The Personal Service Agreement does not bar dance musicians from accepting additional classes, events and/or hours of work.

- b. **7.4. Minimum Call.** A dance musician engaged to work outside the regular work schedule shall be paid for not less than two hours including performance warm up classes. However, if the class is regularly scheduled, the minimum call shall be the regularly scheduled duration of the class. However, a dance musician working a regularly scheduled class shall be paid at least a minimum of one hour. Minimum call is three hours for work on Sunday and performance-type sessions.

Signed:

Motter Snell, President
Local 76-493, AFM

Date 6/16/2014

Beverly Page, Director of Human Resources
Cornish College of the Arts

Date 6.6.2014

Mary Ann Lee, Dance Musician
Cornish College of the Arts

Date 6/17/2014

SETTLEMENT AGREEMENT

The parties in this case, Seattle Musicians Association, Local 76-493 (the Union) and Cornish College of the Arts (the Employer), by and through the undersigned, desiring to fully and finally resolve and settle the unfair labor practice charge filed with the National Labor Relations Board (NLRB), NLRB Case No 19-CA-264993 and the Union's grievance, filed in response to the Board's deferral of that case, enter into this Agreement under the following terms and conditions:

A. THE UNION AGREES:

1. To notify Region 19 of the NLRB that the matter has been resolved and that the Union therefore withdraws Case No 19-CA-264993.
2. To withdraw its grievance filed May 17, 2021.
3. To withdraw its pending information requests made pursuant to these cases.

B. THE EMPLOYER AGREES:

1. To pay to the designated bargaining unit members the amounts specified in Appendix A of this Agreement.
2. To offer all hours available to bargaining unit members.

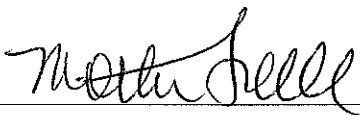
C. THE PARTIES MUTUALLY AGREE:

1. Cornish will provide PSAs to Bargaining Unit Members in accordance with the timeframe established in the parties' Collective Bargaining Agreement, Article 7.2. All subsequent agreements between the parties regarding this timing are void. If the Employer cannot comply with the deadlines set forth in Article 7.2, the Employer will provide the Union notice as early as possible and will bargain with the Union regarding an adjusted timeline.
2. Musicians with Fall PSAs that terminate immediately before Thanksgiving shall receive their regular pay for the Thanksgiving holiday and for the day after Thanksgiving. Nothing herein waives the language in CBA Section 8.
3. When issuing PSAs, the Employer will rely on the following factors:
 - a. College needs;

- b. Musician's availability; and
- c. Musician's stated preferences as provided in their written responses to the employer's "availability form."
 - 1. The form will ask, "Are you available and able to play for both ballet and contemporary techniques?" The availability form will explain how this information will be used to assign classes. For example, if preference that quarter will be given to members who state they are available for both, the form will so state.
 - 2. Cornish will bargain with the Union in good faith before adding new members to the Bargaining Unit.
- 4. The parties will begin negotiations on a new contract in November 2021.
- 5. This MOU will become part of the next CBA between the parties and will control the matters outlined herein.

Signed: 

Date: Oct 20, 2021
Roy G. Brown III
Director of Human Resources
Cornish College of the Arts

Signed: 

Date: 10-19-2021
Motter Snell
President
Seattle Musicians Association, Local 76-493

Appendix A

Musician Name	Total
Cook, Kevin	\$2,386.00
Goodell, Caroline	\$32.50
Lee, Mary Ann	\$2,453.00
Koshi, Art	\$248.00
Land, Marleen	\$186.00
Rinaldi-Gribas, Angela	\$296.00
Zimmerman, Josh	\$1,487.50
	\$7,089.00

This Memorandum of Understanding is entered into between the union, Local 76-493, AFM, and Cornish College of the Arts. The parties agree to the following:


- Extension of the existing labor agreement from (signature date), through and including August 31, 2023, or, at an earlier date, if a successor agreement is fully executed.
- On September 1, 2022, the wage table will increase by 3%.
- Each September 1st commencing 2023, and thereafter, the wage table will increase by 2% if no successor agreement is negotiated.

Steps	1.1.2014	Sept 1, 2022 3% increase	
1	26.06	26.84	
2	27.28	28.10	
3	28.59	29.45	
4	29.88	30.78	
5	30.79	31.71	
6	31.12	32.05	
7	31.72	32.67	

Fall 2022 PSA
will include
3% wage increase.
MSS 5/6/2022

For the Union:

For the Employer:



Motter Snell, President



Roy Brown, HR Director

5/6/2022

Date: (signature date)