
Agreement
Cornish College of the Arts and I.A.T.S.E.
2018-2021

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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 theatre. 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 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 recognizes the Union as the exclusive bargaining representative of its technicians in the job classifications of master carpenter, scenic carpenter, master scenic artist or scenic charge, scenic artist, painter, wardrobe master, wig master, lead dresser, key wardrobe, master electrician, electrician, master sound engineer, master video engineer, lead video technician, lead sound technician, properties master, properties artisan, master stage carpenter, stage properties head, rigger, stage crew (running crew), swing technician, lead hairstylist/makeup artist, hair stylist/makeup artist, including those employed as overhires for these positions, at the College's Cornish Playhouse locations; excluding office clerical employees, managers, guards, and supervisors as defined by the NLRA and all other employees including, but not limited to, resident artistic staff, directors, designers, actors and other guest artists.

ARTICLE 2 - UNION SECURITY

2.1 Employees covered by this Agreement, as a condition of employment, shall become and thereafter remain members in good standing of the Union on and after two hundred and fiftieth (250th) hour of their employment by the College or, if they already have worked for the College for two hundred and fifty (250) hours, after the two hundred and fiftieth (250th) 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 employees 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 thirty (30) 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 employee 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 Cornish College of the Arts requires different employment relationships due to the varied nature of the work and the qualifications required to effectively manage its operations.

3.1.2 This Agreement shall be applicable to all employees referred to in Article 14 - Job Classifications. The College shall not use employees other than those established in this Agreement to perform service under this Agreement. The wage scales and working condition provisions of this Agreement shall be minimums.

3.1.3 Students at Cornish College of the Arts may perform bargaining unit work as described in Article 5 - Minimum Staffing and Categories of Use of the Cornish Playhouse. It is understood that due to the scale and nature of most performances at the Cornish Playhouse that employees may be required to work in more than one job classification or on more than one event during a single call. However, no employee will be assigned to work more than one event at the same time unless mutually agreed to by the College and the employee.

3.1.4 The Scope of this Agreement shall cover only activities within the Cornish Playhouse Mainstage, Alhadeff Studio, Playhouse lobbies, stage operations support areas and other rentable spaces at Seattle Center located at 201 Mercer Ave, Seattle. All terms of this Agreement shall apply to any work performed for the College by all employees covered by this Agreement. For work outside the scope of this Agreement, or for training or orientation, the minimum call shall be two (2) hours. No employee 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 the employee 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 3rd party rentals shall be allowed on a limited basis to execute costume notes when the need arises for no more than 2 hours at a time, and no more than 4 hours a week.

3.2 Hiring Procedures

3.2.1 When the College is in need of additional employees in the job classification represented by Local 15, it shall first call employees with appropriate skills to meet the educational mission of Cornish. To create an open and fair selection process, an open call to all members of Local 15, 887 and 488 shall be conducted at least once per annum, during which members of the IATSE Full-Time House Staff and Cornish Playhouse Management will update the list of employees meeting the specific qualifications identified by the college and the staff. The College will work with the Full-Time House Staff to determine the dispatching policies of this list and will offer work by skill set and tenure with the College. The list, including the call order and skill set, will be published and open for bargaining unit members to view.

3.2.1.1 If the process described does not result in a sufficient hiring pool, the College shall then hire additional employees in the job classifications represented by Local 15 through the referral services maintained by Local 15. The College shall make best efforts to notify Local 15 Dispatch office in writing or by email at least 7 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 employees requested. Priority for dispatch will be given to those whom the College has notified Local 15 have passed the College's background check.

3.2.1.2 The College may contact the desired employee directly to ascertain availability prior to making a request to Local 15 Dispatch. Employees requested by name who are not on the College's annual 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 House Staff positions as defined in Article 4 Definitions. If the College needs to fill such a position, the College shall notify the Union in writing or by email of the availability of such position 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 House Staff from any source.

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

3.2.2 In hiring persons to perform Wardrobe job classifications in the Playhouse, the College may contact the desired employees directly, giving first consideration to the current roster of employees within the jurisdiction of Local 887. If the College seeks applicants for an open position (seasonal staff or overhire), it will email the job parameters to the Business Representative for posting on the 887 website. The College may hire additional employees in the job classifications represented by Local 887 through the referral service maintained by Local 887. The College shall make best effort to notify 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 employees required.

3.2.3 To the extent that the College is in need of qualified persons to perform overhire work in the Playhouse in crafts represented by Local 488, it will give notice to the Union of positions that become available. The College shall give preferential consideration to all persons referred on a non-discriminatory basis by the Union. Any employee not referred by the Union shall register with the Union, in person 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 or Local 887 or Local 488 is unable to fill a call with

qualified employees, 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 of Locals 15, 488 and 887 with the name, address, phone number and email address of all employees 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 House Staff employees. A House Staff employee who fails to give two (2) weeks' notice at the time of voluntary termination may forfeit up to two (2) weeks of accrued vacation in lieu of notice.

3.4 The College retains the sole right to establish new classifications and job descriptions and 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 any such third party contracts. The notice shall include the name(s), date(s) and reason(s) for such subcontracting. Lack of notice and prior consultation are the only grievable issues in this Section.

3.6 When rental equipment is being supplied for an event, 3rd Party Rental Groups have the right to supply a maximum of one (1) non-union worker per department for the express purpose of supervising the load in and installation of their rental equipment. Such non-union workers will not displace bargaining unit members under this agreement.

ARTICLE 4 - DEFINITIONS

4.1 House Staff

4.1.1 Three (3) bargaining unit members (Master Stage Carpenter, Master Audio Engineer, Master Electrician) will be offered a minimum 30 weeks work at a minimum of 30 straight-time hours a week as described in Section 4.1.2 below. One (1) bargaining unit member (Studio Master Technician) will be offered a minimum of 15 weeks work at a minimum of 30 straight-time hours a week as described in Section 4.1.2. These employees shall be designated Full-Time House Staff. An additional four (4) bargaining unit members (Lighting Console Programmer/Operator, Flyman/Rigger, Audio Assistant [A2]/Studio Technician, Wardrobe Master, each with mid-level skills in other stage disciplines covered under this Agreement) shall have the right of first refusal for any and all work associated with their job titles and for any and all additional work at the Playhouse when they are not already scheduled and for which they are qualified.

These employees shall be designated Part-Time House Staff. Full Time House Staff and Part-Time House Staff shall collectively be referred to as House Staff.

- 4.1.2 During the guarantee period, Full Time House Staff 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, e.g., illness, injury, family emergency, etc.
- 4.1.3 If an employee does not accept the offered within seventy two (72) hours, the College may reassign the offered work.
- 4.1.4 Full and Part Time House Staff have the right of first refusal in seniority order for work for which they are qualified outside of their guaranteed period.
- 4.1.5 The College shall make best efforts to provide four (4) weeks notice for all work for House Staff.
- 4.1.6 IATSE Local 15 House Staff are required to undergo fall arrest training when provided by the College.
- 4.2 Part Time Defines those Employees who are normally scheduled to work less than 30 hours per week.
- 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". This is defined as September 1 until the last day of May of the following year.
- 4.6 Day Means a working day unless otherwise stipulated in this Agreement.
- 4.7 Cornish Playhouse The Cornish Playhouse Mainstage, Cornish Playhouse Alhadeff Studio, Playhouse lobbies, stage operations support areas and other rentable spaces at Seattle Center located at 201 Mercer Street Seattle WA.
- 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 887, 15, 488.
- 4.9 Business Representative Means the Business Representative for IATSE 15, 887 or 488.

4.10 **Faculty/Staff** Any persons employed by Cornish for the education, supervision and instruction of Cornish students.

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

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

4.13 **Theatrical Set Up** is defined as the installation, removal or operation of any equipment commonly in use in the Theater and Entertainment Industries; including, but not limited to: temporary staging, wall and/or drapery systems and associated support structures; temporary lighting equipment, support structures, and associated electrical cable and distribution systems; temporary audio playback, reinforcement, amplification and communication systems; temporary media projectors, projection screens, video screens and associated support structures; any changes or alterations to existing structures in any rentable space in the Cornish Playhouse.

Theatrical set up shall exclude those activities not normally part of the job classifications listed in Article 14; such as, but not limited to, setting tables and chairs, installing front of house displays (consisting of cast/company/show info displayed on existing walls or on easels), arranging audience seating, installing concessions stations, general cleaning (cleaning of the lobby, backstage areas, auditorium seating area, and mopping of the bare stage not related to an active production), front of house maintenance, setting up for non-theatrical classroom activities and gallery installations, work hanging on existing permanent walls that are part of Cornish undertakings.

Events may be excluded from Theatrical Set Up based on size and duration and such determination shall be mutually agreed to by the Cornish Technical Supervisor and the House Staff in the monthly Production Meetings per Article 8.

4.14 **House Rep Condition**: House Rep Condition is defined as the standard daily operating condition the theater maintains for Cornish and rental use. This is the condition to which the spaces will be returned after any particular event, presentation or production and includes: House stage plot including basic stage setup, lineset, soft/hard goods, and equipment schedules (as maintained and updated by the Master Stage Carpenter); lighting rep plot including an operational light plot and all associated programming paperwork (as maintained and updated by the Master Electrician); house audio rep plot including the audio console, house PA, and onstage systems (as maintained and updated by the Master Audio Engineer).

4.15 **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 sound and lighting systems shall not be

utilized aside from work light systems. Work Light Rehearsals will be discussed during monthly Production Meetings in order to determine potential staffing.

4.16 Work Locations requiring Simultaneous Operation are defined as any physical location that bargaining unit work is performed which needs to operate at the same time as work in a separate location, i.e., an operation console, the flyrail, stage left, stage right, voms, catwalks, etc. Arranging show operation staff so there is a Bargaining Unit member available to operate any location that requires simultaneous operation shall be considered adequate staffing for proficient and safe operation.

4.17 Stage Operation Locations – Locations requiring Bargaining Unit employees during Cornish Uses for Direct Supervision purposes during show operation. These areas shall be defined as the Stage (including backstage areas, the front of house catwalks, voms, Orchestra Pit); Booth (including followspot operation positions); front of house mixing positions (including any location requiring A2 work); Wardrobe locations (including the wardrobe room, dressing rooms, and any changing booths required during production); and Studio Theater and Other Event Locations (The Studio Theater or any other covered location where an event is taking place; i.e., Lobby, Founders room, etc.).

ARTICLE 5 – MINIMUM STAFFING AND CATEGORIES OF USE OF THE CORNISH PLAYHOUSE

5.1 Minimum Staffing:

5.1.1 For all events requiring Theatrical Setup, a minimum of one (1) House Staff per Work or Stage Operation Location which is working, with a minimum of two (2) employees covered by this agreement. Full Time House Staff must be present for the entirety of the Load In, Build and Load out of their department.

5.1.2 For Technical Rehearsals and Prep and Performances, a minimum of one (1) House Staff member assigned to each Work Location requiring Simultaneous Operation.

5.1.3 For the Main Stage:

5.1.3.1 A minimum of one (1) House Staff shall be present as technical support/safety monitor.

5.1.3.2 A minimum of one (1) House Staff 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.

5.1.3.3 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.

5.1.4 Minimum Staffing for any Rigging work shall be per Article 14.7.

5.1.5 For all work in the Playhouse, a minimum of two (2) people covered by this Agreement must be present anytime ladder, lift, catwalk or grid work is being performed.

5.1.6 For uses not requiring Theatrical Set Up in all rental spaces including the Ding Courtyard, a minimum of one (1) House Staff shall be present.

5.2 **Cornish Use** is defined as any showing or art gallery installation, event, any rehearsal, public performance or showing of any type in any location within the Playhouse (as defined in Article 4.7), Alhadeff Studio, lobbies, support areas or other spaces for the purpose of fulfilling the academic mission of educating students.

Cornish Instruction is defined as Faculty, Staff and/or guests instructing (including preparation for instruction) students enrolled in a class in a specific topic pursuant to a Cornish College of the Arts degree. 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.

5.3 Cornish Uses will be staffed according to Article 5.1 in order to meet the needs of the event while maintaining adequate staff for proficient and safe operation. The Playhouse Technical Supervisor shall determine staffing needs in accordance with Article 4.16 and Article 5.1 and in consultation with the Full-Time House Staff who will be notified of anticipated staffing needs in advance of each event at regularly scheduled staff meetings subject to the following:

5.3.1 For any Cornish 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 14.7 shall apply.

5.3.2 Students currently enrolled and earning credit in related 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.

5.3.3 For load ins and strikes of Cornish 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. See Article 15.3.

5.4 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. City of Seattle Joint Crafts Council contract pertains.

5.5 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; and (3) employs local residents to the extent practical. Community rates [see Appendix A. WAGES] shall apply to such renters if they do not have an annual operating budget that exceeds \$250,000; are producing no more than 10 performances in any two consecutive calendar weeks; and ticket prices for performances are no more than \$25.00 (twenty-five 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 Technical Supervisor at least one (1) month in advance of the event.

5.5.1 In the interest of community access these groups may provide labor to perform bargaining unit work as long as an employee covered by this agreement is present.

5.5.2 Staffing levels shall meet the needs of the production while maintaining adequate staff for proficient and safe operation and be determined by the Playhouse Technical Supervisor in consultation with the Full-Time House Staff. House Staff will be notified of anticipated staffing needs in advance of each event at regularly scheduled staff meetings and given adequate time to respond.

5.5.3 These groups may independently solicit volunteer workers on their own behalf from the memberships 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 Playhouse Technical Supervisor shall be notified in writing of any concessions granted.

5.6 Third Party Rentals are defined as any event not defined in Articles 5.2, 5.3, 5.4, 5.5, 5.7 and 5.8 and shall be staffed in accordance with Article 5.1.

5.7 Commercial Broadcast Events are events that involve audio and/or video recording for broadcast or resale purposes. All employees working during filming or taping for motion picture and/or television or the reception of a live telecast, and electronic recording or broadcasting, for immediate or future use, shall be paid at the commercial rate. 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. It is understood that off-site construction by a third party renter may be done by that renter, but that any on-site building will be covered by this Agreement. The definition of broadcasting includes webcasting.

5.7.1 Taping or live broadcast shall not be classified as commercial when such taping or live broadcast is used exclusively for:

5.7.1.1 Internal educational purposes with an audience of Cornish College students, faculty and staff, including promotional materials, archival recordings and presentations for use in admissions and recruitment of new students, provided that any broadcast or use of the recorded material is not revenue-generating.

5.7.1.2 Broadcast on a news program, or for a portion of a local feature program, not to exceed fifteen (15) minutes of airtime.

5.7.1.3 Public relations, social media, fundraising or civic promotion programs of the College and non profit partners whose annual operating budget does not exceed \$250,000 dollars. Exceptions to this shall apply to such renters in the Cornish Playhouse (as defined in Article 4.7) if agreed upon between the Business Representative and the Technical Supervisor at least one month in advance of the event.

5.7.1.4 Broadcast on a public station when the specific applicable program being taped will not derive any revenues from advertising, syndication or reuse.

5.7.1.5 Audio or video-taping used for archival purposes or study purposes (as in tapes for re-staging and/or remounting productions). Archival recording shall require no more than two (2) audio channels (or two [2] microphones) and no more than two (2) static camera positions at the back of the house. Archival recording shall take place on no more than two (2) days of a production. If there is any release, distribution or other revenue generating usage made of such archival or study recordings, the College agrees to compensate all employees at commercial rates. (see Appendix A). Exceptions to this shall apply to such renters in the Cornish Playhouse (as defined in Article 4.7) if agreed upon between the Business Representative and the Technical Supervisor at least one month in advance of the event.

5.7.1.6 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 commercial rates. (see Appendix A).

5.7.2 Employees assigned to work the performance operation of a Commercial Broadcast Event shall be paid at Commercial Broadcast Rate (See Appendix A).

5.7.3 Any employee not assigned to work the event but directed to perform work for the Commercial Broadcast Event will be paid at the rates defined above in thirty (30) minute increments while performing work connected to the event.

5.8 **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 Playhouse space 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 6 - ACCESS

6.1 Business Representatives of the Union shall be permitted reasonable access to all sites where persons 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 7 - JOB STEWARD

7.1 The Union may appoint a Job Steward to represent employees 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 his/her 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 8 - COMMITTEES

8.1 A Labor/Management Committee shall be established by the College. College and employees 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.

8.2 A Playhouse Safety Committee shall be established by the College to discuss safety issues of mutual concern and make recommendations to the College. The Safety Committee may comprise the same members as those on the Labor/Management Committee, shall meet quarterly and may meet in combination with the Labor/Management Committee.

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

8.4 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 during the first week of each month of the Academic Year. The staff meetings shall include the Playhouse Director, Playhouse Technical Supervisor and Full-Time House Staff.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

9.1 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.

9.2 Representation/Weingarten Rights

9.2.1 Employees 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 s/he may be subject to disciplinary action.

9.2.2 When an Employee requests a representative:

9.2.2.1 It shall be the Employee's responsibility to contact a Union representative of her/his choosing.

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

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

9.2.2.4 The role of the Union representative will be to assist and counsel the Employee.

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

9.2.2.6 Other or additional witnesses/representatives may be present with the mutual agreement of the College, the Employee, and the Union.

9.2.2.7 Nothing herein shall be construed to preclude a supervisor or administrator from meeting, counseling and consulting with an Employee.

9.3 Order of Correction

9.3.1 Corrective Measures

9.3.1.1 A corrective measure is defined as counsel or guidance provided by the supervisor to the Employee in an effort to avert formal disciplinary action.

9.3.1.2 A corrective measure will be documented in writing in the employee's file as a "counseling".

9.3.1.2.1 Such documentation will be provided to and signed by the Employee and may be referred to in the next performance evaluation. Employee signature indicates acknowledgement of the documentation but not necessarily agreement with the contents.

9.3.1.2.2 Documentation of corrective measures may be attached to the next evaluation and retained with the evaluation in the Employee's personnel file.

9.3.2 Formal Disciplinary Actions

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

9.3.2.2 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 9.3.2.4. Should the College impose discipline that does not follow the progression, it shall provide the Employee and Union with a written explanation for the discipline within (7) calendar days of the imposition of such discipline.

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

9.3.2.4 Formal progressive disciplinary actions include:

9.3.2.4.1 Written reprimands

9.3.2.4.2 Suspension without pay

9.3.2.4.3 Dismissal

9.3.2.5 The Employee and the Union shall be notified in writing prior to formal disciplinary action being imposed.

9.3.2.6 Notification shall include a statement of all charges and all supporting documentation with sufficient detail for the Employee to understand the decision to impose the disciplinary action and in enough detail for the Employee to effectively response to the decision.

9.3.2.7 The Employee shall have fourteen (14) days to respond to the decision orally and/or in writing.

9.3.2.8 Any grievance of imposed disciplinary action shall be filed at the level of the Vice President of Human Resources within 30 days of the imposition of discipline.

9.3.2.9 If formal disciplinary action is taken against an Employee by a supervising administrator and the Employee or Union chooses not to utilize the informal settlement process set forth in Article 9.3.1.1, any grievance filed by the Union shall be filed at Step 2 in accordance with the timelines set for the Article 10. If Human Resources was involved in the decision to impose discipline on the Employee, the grievance shall be filed at Step 3 in accordance with the timelines set for the in Article 10.2.3.

9.4 Investigations. Investigations of allegations of misconduct or complaints made against a Employee shall be conducted in a timely fashion.

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

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

9.4.3 Notification will include:

9.4.3.1 The details of the allegation or complaint

9.4.3.2 Notice that the Employee is entitled to Union representation as stipulated in Article 9.2.

9.4.4 All investigations will be completed within thirty (30) calendar days from the date the Employee was notified. If the investigation cannot be completed within thirty (30) days, the College will advise the Employee and the Union of the need for an extension.

9.4.5 Because fair and equitable treatment is a shared value, the Employee will be afforded the right to offer relevant witnesses and evidence during the investigation.

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

9.4.7 The College will inform both the Employee and the Union if a complaint is filed against the Employee involving professional licensing boards or law enforcement agencies. The College will provide the Employee and the Union with a copy of any such written complaint at the time it is filed.

9.5 Administrative Leave – Nothing in this Article precludes the College from placing a Employee 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.

9.6 The College and each employee 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.

9.7. Any termination shall be final unless the employee involved invokes the grievance procedure.

9.8. If a terminated employee invokes the grievance procedure and just cause is found lacking, the College must pay the employee for lost time while suspended and reinstate the employee to his/her previous position if such exists.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1. General

10.1.1 A grievance is defined as any condition, action, or lack of action on the part of the College and/or its representatives that the Union identifies and understands to be a violation, misinterpretation, or misapplication of this Agreement.

10.1.2 College Opportunity to Resolve: The College must be given the opportunity to resolve any disputes prior to any formal grievance through the College's dispute resolution process according to the College Staff Handbook.

10.1.3 Union approval: Any formal grievance must be approved and filed by the Union President or designee.

10.1.4 Intent to reach settlement: Grievances shall be raised at the lowest level where

settlement of the issue(s) can be made, the level at or above that at which the violation has been alleged.

10.1.5 Filing deadline(s): Once filed, formal grievance shall be processed as rapidly as possible. Except in situations in which the process for the informal settlement of grievances has been invoked, in which case the timelines set forth therein shall apply, any formal grievances must be filed within thirty (30) calendar days after the Union knew or should have known of the circumstances identified. If a Union member has been subjected to adverse action about which the College is not required to notify the Union (i.e. such as reduced hours, negative evaluation), any formal grievance must be filed within thirty (30) calendar days of the adverse action.

10.1.6 Extensions of timelines: Following the initial filing of a formal grievance, the timelines herein may be extended by mutual agreement, in writing, of the Union and the College.

10.1.7 Bypassing steps: any of the steps of the grievance procedure may be bypassed with the mutual consent of the parties.

10.1.8 All grievance meetings shall be held during normal business hours unless alternative times are mutually agreed to.

10.1.9 If formal disciplinary action is taken against a Union member with Human Resources involvement or knowledge, the ensuing grievance shall be submitted at step 3 within the timeline set forth in Article 10.1.5.

10.2 Grievance Steps

For filing deadlines, refer to Article 10.1.5.

10.2.1 Step 1 - First Level of Supervision

10.2.1.1 If an informal settlement of differences is undertaken and fails (see VI.2.A) the Union may file a grievance in writing to the Union member's supervisor within fourteen (14) calendar days from the receipt of notice of failure of the informal process.

10.2.1.2 The grievance shall be filed electronically with the supervisor and the Vice President of Human Resources.

10.2.1.3 The supervisor shall meet and discuss the matter with the Union representative presenting the grievance. At this meeting, the Union will have the opportunity to present evidence, arguments, and witnesses in support of the grievance.

10.2.1.4 The supervisor shall respond in writing to the Union member and Union President or designee, with a copy to Human Resources.

10.2.1.5 This process—the grievance meeting, the determination, and the written response—shall be completed within fourteen (14) calendar days of the date the grievance was filed.

10.2.2 Step 2 - Human Resources Review

10.2.2.1 The Union may forward the grievance to the Vice President of Human Resources within fourteen (14) calendar days after the deadline for receiving the supervisor's written response if it is not satisfied with the response or if no response is forthcoming. If there is no resolution from the Labor/Management Committee.

10.2.2.2 The Vice President of Human Resources shall meet with the Union and respond in writing within fourteen (14) calendar days of the meeting.

10.2.2.3 In the event the grievance concerns an alleged action or inaction on the part of the Vice President of Human Resources, the matter shall be submitted directly to the College President.

10.2.3 Step 3 – College President’s Review

10.2.3.1 The Union may forward the grievance to the College President or the College President’s designee within fourteen (14) calendar days after the deadline for receiving the Vice President of Human Resources’ written response if it is not satisfied with the response or if no response is forthcoming.

10.2.3.2 The College President (or the College President’s designee) shall meet with the Union representative and respond in writing within fourteen (14) calendar days after receiving the request.

10.2.4 Step 4 – Mediation (Optional)

10.2.4.1 By mutual agreement, the parties may at any time jointly request mediation by the Federal Mediation and Conciliation Service (FMCS).

10.2.4.2 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.

10.2.4.3 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.

10.2.5 Step 5 – Arbitration

10.2.5.1 Within fourteen (14) calendar days after the deadline for receiving the College President’s written response, if the Union is not satisfied by that response or if no response is forthcoming, the Union may notify the College of its intention to submit the grievance for binding arbitration.

10.2.5.2 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 State of Washington.

10.2.5.3 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) days after the parties receive the list.

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

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

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

- 10.2.5.4.3 Any other procedural matters.
- 10.2.5.5 The decision of the arbitrator shall be final and binding.
- 10.2.5.6 The fees and expenses of arbitration shall be shared equally by the Union and the College.

ARTICLE 11 - NO STRIKE NO LOCKOUT

1.1 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 cover 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 12- RIGHTS OF THE PARTIES

- 12.1 The College retains all rights except as those rights are limited by the express and specified language of all provisions of this Agreement. Nothing contained in this Agreement shall be construed to impair the rights of the College to conduct all business in all particulars except as expressly and specifically modified in this Agreement.
- 12.2 The Union has all rights which are specified in the provisions of this Agreement and retains all rights granted by law, except as such rights may be limited by provisions of this Agreement.

ARTICLE 13 - WORK RULES

13.1 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 employees 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 employees two (2) weeks prior to implementation.

13.2 Student/Employee relationships

13.2.1 All Bargaining Unit Employees while working at the Cornish Playhouse agree to abide by the Cornish College of the Arts rules for staff/student relationships as follows:

13.2.1.1 Staff-Student Relations Cornish expects that all employees and students will treat each other with courtesy, dignity and respect. It is expected that employees 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 employees 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 employee 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 9, Discipline and Discharge; and Article 10, Grievance Procedure.

13.3 Performance Evaluation The work performance of regular staff is evaluated on an annual basis by their immediate supervisor. The purpose of the Performance Evaluation is for House Staff to receive individual feedback on their overall work performance, progress, results and achievements during the previous 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 employee and supervisor rather than the completion of the evaluation form. Traditionally, the House Staff 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 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 supervisor provides direction and information required for House Staff members to be successful. Some departments may choose to conduct evaluations as a team to provide acknowledgement, recognition and valuable feedback to all members of the team, including the immediate supervisor, in a group setting.

ARTICLE 14 - JOB CLASSIFICATIONS

14.1 Master Technicians

Master Stage Carpenter, Master Electrician, Master Audio Engineer, Master Video Engineer, Wardrobe Master, Wig Master, Master Property Artisan, Master Scenic Carpenter, Master Booth Technician, Charge Artist, Stage Properties Head, Studio Theater Master

14.2 Lead/Key Technicians Lead/Key Technicians shall include, but not be limited to:

14.2.1 Studio Swing Technician, Lead Stage Carpenter, Lead Electrician, Lead Sound Audio Technician, Lead Video Technician, Lead Booth Technician, Lead Hair Stylist/Makeup Artist, Lead Scenic Carpenter, Lead Scenic Painter, Lead Wardrobe.

14.2.2 Stage Properties Artisan, Swing Technician, Booth Technician, Special Effects, Grid Worker, Wireless Microphone Technician, Audio Visual Technician.

14.2.3 Equipment Operator, including lighting control or digital media console operator, scenic (eg. Pani) projector operator, sound console operator, spotlight operator, show control console operator (eg, rigging or show motion controls), dimmer board operator, automation operator, forklift operator and generator operator.

14.2.4 Hair Stylist/Makeup Artist, Scenic Artist, Key Wardrobe, Properties Artisan.

14.2.5 Overhire Technicians Shall be non-staff employees including but not limited to Grip, Carpenter, Electrician, Audio Technician, Painter's Helper, Dresser.

14.3 Minimum Staffing shall follow the criteria defined in Article 5 – Minimum Staffing and Categories of Use of the Cornish Playhouse. Event category shall be determined by the Playhouse Technical Supervisor and when appropriate in consultation with the House Staff and/or Business Representative.

14.4 House Staff - Individuals who have been interviewed and selected by the College to be members of Cornish Playhouse "House Staff" shall be scheduled by the College according to the provisions of Article 4.1. The College will make best efforts to provide four (4) weeks notice for all work for House Staff.

14.4.1 The Full-Time House Staff shall be paid no less than Master Rate.

14.5 Studio The Union, recognizing the size of the Alhadeff Studio, accepts that all persons employed under this agreement shall work without regard to department.

14.6 Riggers Riggers shall be employees working to install, modify or remove cables, pulleys, tackle, winches or other gear for the purpose of lifting or supporting of objects above the floor.

14.6.1 The Playhouse Technical Supervisor, in consultation with the Full-Time House Staff shall determine the number of riggers required for a particular activity. No employee shall be assigned rigging work without the prior approval of the Playhouse Technical Supervisor. Dead-hanging tab masking or soft scenery, or attaching traveler track to an existing structure shall not be classified as rigging.

14.6.2 Rigging work shall include:

14.6.2.1 Installation, modification, or maintenance (defined as disassembly and/or replacement in place) of fly systems or their components;

14.6.2.2 Installation or removal of chain motors from the grid or any other location;

- 14.6.2.3 Installation, modification, operation, or maintenance of overhead equipment used for flying or elevating performers, animals, or personnel.
- 14.6.2.4 Work performed on or from temporary or portable structures more than twenty-eight (28) feet in height from the floor.
- 14.6.2.5 Other similar work as determined by the Playhouse Technical Supervisor, in consultation with the Full-Time House Staff.
- 14.6.2.6 Spotting lines from the grid for an incoming attraction shall not be classified as rigging.
- 14.6.2.7 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. The Full-Time House Staff may function as the Ground Rigger with no reduction in pay provided that they have no other responsibilities in their department. Ground Riggers shall be compensated at the Key rate.
- 14.6.2.8 Ground Riggers 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 an employee who is a qualified rigger but has not been called as an Overhead Rigger or Ground Rigger may be so assigned by their department head or the technical supervisor and shall be paid at the appropriate rigging rate in one hour increments for the first two (2) hours worked and in one-half ($\frac{1}{2}$) hour increments thereafter while such work is being performed.

14.7 Grid Workers

14.7.1 The Playhouse Technical Supervisor, in consultation with the Full-Time House Staff, shall determine the number of Grid Workers needed for a particular activity.

14.7.2 Grid Workers shall be employees performing rigging related work on a gridiron or similar rigging support structure, except general housekeeping, which is not specified in Section 14.7 Riggers.

14.7.3 Grid work shall include:

14.7.3.1 Positioning sheaves in an established line set;

14.7.3.2 Spotting lines for (but not limited to):

Lighting booms

Dead-hung soft scenery

Tab masking

14.7.3.3 Breasting line sets at the grid;

14.7.3.4 Adding pipe structures to a fixed grid;

14.7.3.5 Other similar work as determined by the Playhouse Technical Supervisor in consultation with the Master Scenic Carpenter and/or Master Stage Carpenter.

14.7.4 Grid Workers shall be paid at the Key rate 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 15 - WORKING SUPERVISORS

15.1 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.

15.2 Technical Supervisors are defined as the Cornish Playhouse Technical Supervisor, Cornish College of the Arts Departmental Faculty and Staff Technical Directors (Performance Production, Theatre, Dance, or Music, as appropriate), Visual Arts resource lab technicians and the Technical Directors for Third Party Rentals. These individuals may perform incidental bargaining unit work not to exceed one (1) hour per day or four (4) hours per week, provided bargaining unit members are present.

15.3 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 not to exceed one (1) hour per day or four (4) hours per week provided bargaining unit members are present. For load ins and strikes of Cornish Uses pursuant to Article 5.3.3, Faculty Supervisors may be counted as "employees covered by this agreement" for the sole purpose of increasing the number of students working on the crew provided the Faculty Supervisors do not replace bargaining unit members needed for proficient and safe operation.

15.4 Post-Grad Supervisors are defined as recent (within 2 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 while working alongside bargaining unit members in order to implement their designs. Post-Grad Supervisors have no supervisory authority over bargaining unit members.

15.5 Faculty Supervisors may perform work bargaining unit work within the scope of their department as necessary for instructing students during technical classes taking place at

the Cornish Playhouse. 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 Playhouse Technical Supervisor, a Faculty Supervisor, a Technical Supervisor or Full or Part Time House Staff. All bargaining unit work must be supervised by employees covered by this Agreement. Classroom training, such as but not limited to learning to program a lighting console, will not require Full or Part Time House Staff unless such training results directly in a public performance.

ARTICLE 16- MINIMUM WORKING CONDITIONS

16.1 Wages: The base rate shall be classified as the minimum straight time hourly rate for each job classification or category listed in APPENDIX A

16.2 Work Day: A calendar day shall be classified as a workday whenever an employee works at least four (4) hours during a twenty-four (24) hour period beginning at 12:00 midnight, provided that any call of at least four (4) hours beginning before 12:00 midnight and extending no more than four (4) hours into the next calendar day shall be classified as a single work day. The minimum call for Full Time House Staff shall be eight (8) hours, with the exceptions noted below; and for Part Time House Staff and all other employees shall be four (4) hours. For an event that lasts less than four hours, the minimum call for all staff shall be four (4) hours. The minimum show call shall be five (5) hours. If a break of more than two (2) hours is given, both the initial call and the call back shall each be paid as a separate four (4) hour minimum call. Beyond the minimum call, employees shall be paid for time worked, and any increment of one (1) hour shall constitute one (1) hour.

16.3 Work Week: The College's regular workweek shall be Monday through Sunday.

16.4 Overtime

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

16.4.1.1 After the first eight (8) straight time hours worked in a workday, all employees shall be paid at one and one-half (1 1/2) times the base hourly rate.

16.4.1.2 An employee shall not be replaced in order to avoid payment of overtime pay as defined in this section; except as specified in Section 16.4.7.

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

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

16.4.2.1 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 workweek, all employees shall be paid at the rate of at least one and one-half (1 ½) times the base hourly rate.

16.4.2.2 As provided in Article 18 Holidays, the first eight (8) hours worked by all employees on a holiday shall also count toward the forty (40) hours weekly overtime threshold.

16.4.2.3 An employee shall not be replaced in order to avoid payment of overtime pay as defined in this section; except as specified in Section 16.4.7.

16.4.3 Pyramiding - There shall be no pyramiding of overtime or other compounding of premium pay except as specified within this contract.

16.4.4 Work on Seventh and Subsequent Days - Hours worked between 8:00am and 12:00 midnight on an employee's seventh (7th) day and all days following, shall be paid at two times (2) the base hourly rate until a day off has occurred. All hours worked between 12:00 midnight and 8:00 am on an employee's seventh day and consecutive days after the seventh day shall be paid at three (3) times the base hourly rate. If a holiday coincides with an employee's seventh (7th) or subsequent consecutive workday, all hours worked shall be compensated at three (3) times the base hourly rate.

16.4.4.1 An employee shall not be replaced in order to avoid payment of Seventh and Subsequent pay as defined in this section; except as specified in Section 16.4.7.

16.4.5 Work After Midnight - Except as modified in Article 18 - Holidays, and in the preceding Article 16.4.4, hours worked between 12:00 midnight and 8:00 am shall be paid at two (2) times the base hourly rate.

16.4.6 Turn Around - There shall be a break of at least ten (10) hours between workdays. If an employee receives a break of less than ten (10) hours between the end of one workday and the beginning of the next workday, 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.

16.4.7 Replacement

16.4.7.1 During Category of Use 5.2 Cornish Use only, House Staff may be replaced by other Full or Part Time House Staff to avoid payment of Daily Overtime (i.e., after 8 hours worked).

16.4.7.2 During all Cornish Uses, Categories of Use defined in Article 5 sections 5.2 and 5.3, House Staff may be replaced by other Full or Part Time House Staff to avoid payment of Weekly Overtime (i.e., after 40 straight-time hours worked) when the Overtime occurs within an event categorized as a Cornish Use (see Article 5.2) only.

16.4.7.3 House Staff may be replaced by other Full or Part Time House Staff to avoid Seventh Day overtime pay for all Categories of Use defined in Article 5 except if such Seventh Day penalty shall fall during a Category of Use 5.4 (Seattle Center Use Requirement Days).

16.4.7.4 The College may not replace over hire employees on any call or production in order to avoid payment of higher rates.

16.5 Rest Breaks:

16.5.1 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, employees shall be allowed a "walking" coffee break.

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

16.5.3 During rehearsals on stage Stage Crew and Wardrobe employees shall be provided breaks at the same time as those employees represented by Actors' Equity Association (AEA).

16.5.4 All Categories of Use shall adopt AEA rules for breaks during rehearsals in order to accommodate bargaining unit employee breaks. The Playhouse Technical Supervisor shall inform all productions of these rules prior to their occupancy of the Cornish Playhouse.

16.6 Meal Breaks

16.6.1 Employees 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.

16.6.2 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.

16.6.3 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.

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

16.6.5 The College may direct employees to take a one-half (1/2) hour meal break provided that employees 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 in addition to such compensation.

16.6.6 When the employee is required by the College 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.

16.6.7 For the Stage Crew working any Cornish Use as described in Article 5.2, 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

16.7 Work in Higher Classification

If an employee is directed to work in a higher classification, the first two (2) hours of such work shall be paid at the higher rate in one (1) hour increments. For more than two (2) hours work in a higher job classification, an employee shall be paid at the rate of such higher classification for the minimum call, and thereafter in one-half (1/2) hour increments. Such employees may be directed to perform work in a lower classification within the minimum call with no reduction in pay.

ARTICLE 17 – PAYMENT OF WAGES

17.1 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-monthly. The first period shall be from the 1st of the month to the 15th of the month and shall be paid on the last business day of the month. The second period shall be the 16th of the month through the last day of the month and shall be paid on the 15th of the following month.

17.2 The College will supply the Union with the name, telephone number, email address and Social Security number of each employee covered by this Agreement following their employment. Within one (1) week following the close of each pay period, 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 employee.

17.3 If payment is not made within two (2) weeks from the end of the payroll period, the College will pay each affected employee 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 employee 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 employee an additional twenty percent (20%) on all wages due. Errors of omission do not dictate or incur penalties.

ARTICLE 18 - HOLIDAYS

18.1 Hours worked on any of the following holidays, as designated by the federal government, shall be compensated at two times (2x) the base hourly rate:

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

* An exception for holiday pay is for any work scheduled from Dec 26 - 31st that is specifically for maintenance.

18.2 All employees who have worked all scheduled hours in a two week (fourteen calendar day) period in which the holiday occurs, with a minimum of thirty (30) hours, including at least fifteen (15) hours each in the week preceding and the week following the holiday, will be compensated for eight (8) hours at their straight time base hourly rate for designated holidays not worked. Holidays not worked do not count toward the employee's forty (40) hour work week.

18.3 Full Time House Staff will receive pay for all holidays not worked other than Winter Closure. Pay during the Academic Year for hours not worked will count toward the Full Time House Staffs' hours guarantee.

ARTICLE 19 - SAFETY

19.1 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.

19.2 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.

19.3 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.

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

19.5 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.

19.6 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.

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

ARTICLE 20 - CANCELLATION OF CALLS

20.1 In the event of cancellation for previously called employees, it is understood that if notification is not given by 3 p.m. of the day preceding the call, then the employee 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 employee. If the employee does not answer the call, a voice message will suffice as proper notification.

20.2 In the case of force majeure or severe weather, employees will make best efforts to report to work and the College shall make best efforts to open, if such can be done in a safe manner. In such circumstances, each shall hold the other harmless.

ARTICLE 21 - LEAVES OF ABSENCE

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

21.1.1 The birth of their child, miscarriage, abortion;

21.1.2 The placement of a child for their adoption or foster care;

21.1.3 The care of a child, spouse, parent, or partner who has a serious health condition, or;

21.1.4 Their own serious health condition, which prevents working.

21.1.5 This clause shall remain active regardless of any changes to the legal status of the FMLA.

21.1.6 This leave of absence shall be without pay.

21.2 Employees 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 employee should give at least 30 days' notice.

21.3 Additional leave requests from House Staff will be considered on a case-by-case basis. No leave request will be unreasonably denied.

21.4 Employees are entitled to a maximum of twelve (12) weeks of unpaid job-protected leave per year. An employee who returns to work at the end of their twelve (12) weeks of leave will be restored to his/her 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.

ARTICLE 22 - SAVINGS CLAUSE

22.1 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 mutually satisfactory replacement for such article.

ARTICLE 23- MATTERS COVERED AND COMPLETED

23.1 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.

23.2 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.

23.3 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 24 - TITLE CREDITS

24.1 When applicable the College hereby agrees to publish in the program the following or similar wording: "All Scenery, Staging and Wardrobe work is performed by employees represented by the I.A.T.S.E. Locals 15, 488, and 887", or list employees 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 workers not represented by I.A.T.S.E., the College hereby agrees to publish in the program the following or similar wording: "Scenery, Staging and Wardrobe work is performed by employees represented by the I.A.T.S.E. Locals 15, 488, and 887 working in collaboration with Cornish students," or other appropriate language.

24.2 The College agrees that all scenery or sculpture produced by employees covered by this Agreement shall bear the stencil of the Local Union, and as a copyrighted symbol shall remain the sole property of the Union.

ARTICLE 25 - HEALTH AND WELFARE

25.1 The College agrees to pay the I.A.T.S.E. National Health and Welfare Fund an amount equal three dollars and fifty cents (\$3.50) for each hour earned by each employee (including Staff) 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 twelve percent (12%) of the monthly gross wages earned by each employee (including Staff) 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 employees have 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.

25.2 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 employee (including Staff) excluding Scenic Artists. Scenic Artists shall have the same contributions made on

their behalf to the Entertainment Industry Flex 401K. These contributions shall be postmarked on or before the tenth (10th) day of the month following the month in which the employees have worked.

25.3 Vacation

25.3.1 Part Time House Staff and other employees who have worked not less than two hundred (200) hours per calendar year under this Agreement shall receive vacation pay at a rate of 1.538 hours per forty (40) hours worked on base wages payable on the first pay period in May.

25.3.2 Full-Time House Staff shall be eligible for PTO days at a rate of 3.077 hours per forty (40) hours worked and PTO will accrue and any unused PTO will be payable on termination. Used PTO shall count towards the weekly guarantee.

25.3.3 PTO leave requests for Full-Time House Staff must be submitted in compliance with the College's PTO policy via email to the employee's supervisor in advance of the expected vacation 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 provided the requests occur within the Colleges Academic Year.

25.3.4 During the guarantee period, Part Time House 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 Part Time House Staff during periods of declared unavailability.

25.4 Sick Leave

25.4.1 Sick leave shall be granted to all House Staff unable to perform normal work duties due to illness, medical examination or treatment, or when a dependent member of the employee's immediate family or domestic partner requires care and attention. House Staff will accrue paid sick leave at the rate of 1.846 hours per forty (40) hours worked up to a total of 240 hours of unused sick leave. Forfeited sick leave may not be converted into monetary compensation at the end of the term of employment. Any and all rights and requirements pursuant to Seattle Ordinance No. 123698 Paid Sick/Safe Time are hereby specifically waived in favor of provisions outlined herein.

25.4.2 All employees, excluding House Staff, shall be pursuant to Seattle Ordinance No. 123698 Paid Sick/Safe Time.

25.4.3 Should a medical situation cause the House Staff to be away from work beyond his/her accrued sick leave, he/she may use accrued vacation time, if any, or request unpaid medical leave.

25.4.4 While on sick leave the House 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.

25.4.5 In all cases, employees must notify their supervisor if they cannot report to work due to illness, either in person or by phone. All sick leave is subject to verification by the employee's supervisor, and a certificate from a doctor may be required at the option of the College.

25.4.6 Sick leave may be taken in minimum increments of one half day.

ARTICLE 26 - WESTERN WASHINGTON THEATRICAL TRAINING TRUST

26.1 The College agrees to contribute twenty cents (\$0.20) for each hour worked by all employees represented by the Union to the Western Washington Theatrical Training Trust each calendar quarter.

ARTICLE 27- TERM AND EFFECTIVE DATE

The term of this Agreement shall be effective from the date of signing until the last day (31st) of August, 2021.

I.A.T.S.E. Local 15
by [Signature]
Its Business Representative
date August 4, 2018

CORNISH COLLEGE OF THE ARTS

by [Signature]
Its PRESIDENT
date 27 July 2018

I.A.T.S.E.
Local 887
by [Signature]
Its Business Representative
date Aug 1, 2018

I.A.T.S.E.
by _____
Its _____
date _____

APPENDIX A. WAGES

From date of signing to August 31, 2019

	Minimum	Commercial Rate	Community Rate
Masters	\$24.78	\$37.18	\$22.30
Leads	\$24.29	\$36.43	\$21.86
Key Workers	\$23.78	\$35.68	\$21.42
Overhire Workers	\$22.20	\$33.30	\$19.97
Riggers	\$30.50	\$45.76	\$24.89
Health & Welfare - 15	12%		
Health and Welfare - 488 & 887 per hr	\$3.50		
Pension	4%		

House Staff shall be paid at their regular rate for all work performed in or out of the season guarantee work.

September 1, 2019-August 31, 2020

	Minimum	Commercial Rate	Community Rate
Masters	\$25.78	\$38.67	\$23.20
Leads	\$25.26	\$37.89	\$22.73
Key Workers	\$24.73	\$37.10	\$22.27
Overhire Workers	\$23.08	\$34.62	\$20.76
Riggers	\$31.72	\$47.58	\$25.88
Health & Welfare - 15	12%		
Health and Welfare - 488 & 887 per hr	\$3.50		
Pension	4%		

House Staff shall be paid at their regular rate for all work performed in or out of the season guarantee work.

September 1, 2020-August 31, 2021

	Minimum	Commercial Rate	Community Rate
Masters	\$26.55	\$39.83	\$23.90
Leads	\$26.02	\$39.03	\$23.41
Key Workers	\$25.47	\$38.21	\$22.94
Overhire Workers	\$23.77	\$35.66	\$21.38
Riggers	\$32.67	\$49.01	\$26.66
Health & Welfare - 15	12%		
Health and Welfare - 488 & 887 per hr	\$3.50		
Pension	4%		

House Staff shall be paid at their regular rate for all work performed in or out of the season guarantee work.

As of July 31, 2018

Joe Canfield
VP of Human Resources
Cornish College of the Arts
1000 Lenora Street
Seattle, WA 98121

Re: IATSE –W-CORNISH COLLEGE OF THE ARTS – Sideletter to 2018-2021 Agreement (the “Agreement”)
regarding pay periods

Dear Joe:

In the spirit of cooperation and due to the financial condition of Cornish College for the Arts, IATSE Locals 15, 488 and 887 hereby agree to monthly pay periods rather than the biweekly pay periods stated in Article 17 of the Agreement for the period beginning September 1, 2018 through August 31, 2019. Employees covered under the Agreement shall be paid on the last work day of the month for the period from the 19th of the previous month to the 18th of the current month in accordance with sections Pay Periods and Paydays on page 32 and Reporting Hours: Hourly Staff on page 33 of the 2013 Staff Handbook. All employees covered by the Agreement shall be permitted to receive one (1) Advance per month from September 1, 2018 through August 31, 2019. The procedure for receiving such an Advance shall be in accordance with that outlined in the 2013 Staff Handbook under COMPENSATION, Advances on page 30.

In the event that Cornish College of the Arts determines that its financial condition has not improved sufficiently to move to bimonthly pay periods beginning September 1, 2019, the parties may agree to extend this side letter subject to agreement to an additional 1% wage increase beyond what is already the Appendix A of the Agreement for each year of the term that monthly pay periods may be required. Such extension must be in writing signed by all the parties hereto.

AGREED TO AND ACCEPTED:

IATSE LOCAL 15

By: 
Andrea A. Friedland
Its: Business Representative

CORNISH COLLEGE OF THE ARTS

By: 
Joe Canfield
Its: VP of Human Resources

IATSE LOCAL 488

By: _____
Bob Riggs
Its: Northern Business Agent

IATSE LOCAL 887

By: 
Delia Mulholland
Its: Business Representative

SIDELETTER REGARDING COSTUMERS

Reference is made to the Agreement by and 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".

The College and the Union agree to the following terms and conditions in the event that any non-Cornish user of the Playhouse requires use of a costume shop.

RECOGNITION

In addition to the other recognized positions in Agreement, the College hereby recognizes the Union as the exclusive bargaining representative of its technicians in the job classifications of master draper/cutter/tailor, master crafts, first hand, alterations lead, stitcher and crafts artisan including those employed as overhires for these positions, at the College's Seattle WA, locations; excluding costume shop manager, design assistant and office clerical employees.

JOB CLASSIFICATIONS

A. Costume Shop: Draper/Cutter/Tailor, Master Crafts, First Hand and Alterations Lead, Stitcher, Crafts Artisan, and those employed as overhire in these positions.

B. Department heads shall include Draper/Cutter/Tailor and Master Crafts. These positions shall be compensated for at least four (4) hours at the base hourly rate for each day worked. Replacements for Department Heads shall be compensated with the same rates and conditions.

C. Lead Costumers will include First Hand and Alterations Lead. Lead Costumers shall be compensated for at least four (4) hours at the base hourly rate for each day worked.

D. Key workers shall include Stitcher and Crafts Artisan. Key workers shall be compensated for at least four (4) hours at the base hourly rate for each day worked.

MEALS

Lunch break will be no less than thirty minutes. Daily schedules will be determined between Costume Shop Manager and employee no later than the end of the previous workday.

All other terms and conditions of the Agreement shall remain in full force and effect.

AGREED TO AND ACCEPTED:

I.A.T.S.E LOCAL 887

by 

Its Business Rep

date Aug 1, 2018

CORNISH COLLEGE OF THE ARTS

by 

Its PRESIDENT

date 27 July 2018