

COLLECTIVE BARGAINING AGREEMENT

between

PACE UNIVERSITY

and

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
LOCAL ONE, IATSE, AFL-CIO**

**EFFECTIVE DECEMBER 1, 2019 – ENDING ONE (1) YEAR FOLLOWING OPENING
OF REPLACEMENT THEATRE (as defined below)**

Preamble

AGREEMENT entered into this 1st day of December 2019, by and between Pace University, hereinafter also referred to as the “University,” acting on behalf of the Theatre at the Michael Schimmel Center for the Arts and a contemplated replacement theatre, hereinafter sometimes referred to as the “Theatre” or the “Replacement Theatre,” and the International Alliance of Theatrical Stage Employees, Local One, IATSE, AFL-CIO, hereinafter referred to as the “Union.”

WHEREAS, as used in this Agreement, “Theatre” or “Replacement Theatre” shall be defined as (1) the Theatre at the Michael Schimmel Center for the Arts, until such time as the University begins demolition/renovation work, and (2) thereafter, that theatre identified as the Large Venue and Stage occupying a portion of the Garden Level, the 1st Level (Balcony area only) and 2nd Level (Follow Spot area only) of the schematics attached hereto as Addendum A. “Theatre” or “Replacement Theatre” shall not include any other spaces depicted in the schematics attached as Addendum A, with the exception of the non-exclusive use of spaces (i) on the Cellar Level including the Loading Dock, and (ii) on the Garden Level, the Lobby, the Large Venue Dressing Rooms, the Large Venue Green Room and the Scene Dock, when such areas are used in furtherance of work covered by this Agreement. Once the Replacement Theatre opens, all references in this Agreement to Theatre shall mean the Replacement Theatre.¹

WHEREAS, the Union recognizes that the rental of the Theatre is not a principal business of the University, and that much of the Theatre’s use is in support of the University’s academic mission, and

WHEREAS, the University and Union have entered into collective bargaining and desire to reduce their collective bargaining agreement to writing,

NOW, THEREFORE, it is mutually agreed as follows:

Article 1 - Union Recognition and Unit Description

The University recognizes the Union as the sole and exclusive collective bargaining representative for all full-time, regular part-time, and per diem Theatre Technicians (Technician or Technicians) employed by the University in the Theatre, or any successor title(s) that may be recognized by the University, whether full-time, regular part-time, or per diem. All other employees, guards, supervisors as defined by the National Labor Relations Act, and students, are excluded.

Article 2 - Scope and Jurisdiction

A. Covered Work: This Agreement shall apply to and cover all work of the Technicians who are assigned to perform theatrical work in the Theatre including theatrical

¹ The parties understand that the construction project is still in design phase and the definition of Replacement Theatre may need refinement based on final schematics.

property, carpentry, electrical, lighting (including operation of house lights), sound (including mixing) and video (of the kind and under the circumstances performed by Technicians prior to the execution of this Agreement), the load-in, set-up, load-out, and operation and maintenance of other theatrical equipment (e.g. moving fixed seats to accommodate the creative elements of a theatrical production). All Technicians shall be required to do any covered work. This Agreement shall also cover the operation and maintenance of theatrical equipment in the Theatre dressing rooms, and building Lobby, but only when the Theatre dressings rooms and/or building Lobby are used for activity that is an integral part of an event taking place in the Theatre. (For clarification purposes, an event or activity, whether mission or non-mission (as defined below), which takes place in Theatre dressing rooms or the building Lobby, which is not an integral part of the event taking place in the Theatre is not covered.)

Bargaining unit employees shall be required to perform theatrical work covered by this Agreement and theatrical-related work, as and when assigned.

B. Minimum Staffing:

1. Mission Events –

For purposes of this Agreement, a “mission event” is a University-sponsored use of the Theatre in furtherance of the University’s mission as an institution of higher learning to teach current, admitted, and/or prospective Pace students and foster their scholarship, community service, and creative pursuits. Mission events include, among other things: student, faculty or staff performances; student, faculty or staff meetings; convocations; admission events; University or School Department ceremonies; University or School Department classes; and Pace student civic engagement events.

For all mission events, the University will engage a minimum of one (1) bargaining unit employee where the event requires the operation of theatrical equipment (for clarification purposes, the turning on and off or dimming of house lights is not included in the operation of theatrical equipment), (b) a minimum of two (2) bargaining unit employees for all aspects of Pace School of Performing Arts (“PPA”) and Actors’ Studio Drama School (“ASDS”) student performances in the Theatre, (c) a minimum of two (2) bargaining unit employees where the event in the Theatre requires the focusing of lights or activities involving an aerial lift, and (d) an additional bargaining unit employee for any activity in the Theatre requiring the changing of weights on the loading bridge, if required under the University’s venue-specific fall rescue plan. Additional bargaining unit employees will be hired as necessary, in the judgment of the Technical Director, mindful of safety. Performing arts students, faculty, Theatre supervisory staff, and instructional staff may perform bargaining unit work related to mission events without additional staffing beyond the minimums set forth above.

When the Union has jurisdiction, the operation and maintenance of theatrical equipment in the Theatre dressing rooms and building Lobby (i) shall not generate a separate call or require additional staffing beyond the minimums set forth above, and (ii) other than bargaining unit employees operate pre-set lighting using control devices.

2. Non-Mission Events –

For purposes of this Agreement, “non-mission events” include: (a) all Inside the Actor’s Studio tapings held in the Theatre; and (b) (i) all commercial rentals or commercial productions held in the Theatre; (ii) all community events for which a rental fee is paid for use of the Theatre; and (iii) any analogous or similar events held in the Theatre.

All non-mission events in the Theatre shall be staffed with a minimum of three (3) bargaining unit employees. Additional bargaining unit employees shall be hired as needed, in the judgment of the University, based on workload and safety. The number of bargaining unit employees necessary to perform work for non-mission events will be determined without regard to use of the Technical Director of the Theatre (hereinafter the “Technical Director”), performing arts students, faculty, Theatre supervisory staff and instructional staff, i.e., the use of performing arts students, faculty, Theatre supervisory staff and instructional staff shall not reduce the number of additional bargaining unit employees to be assigned or hired for events as needed, in the judgment of the Technical Director, based on workload and safety. Neither the Technical Director, performing arts students, faculty, Theatre supervisory staff and instructional staff may operate power tools, move scenery, or operate the fly rail, sound or lights for commercial events, except that other than bargaining unit employees may turn on, turn off and dim the house lights.

C. Exceptions to Minimum Staffing for Non-Mission Events:

1. Category 1 Events — the following non-commercial, non-mission events held in the Theatre and covered activity in the Theatre dressing rooms or building Lobby (see (b) below) shall be staffed with a minimum of one (1) bargaining unit employee. Additional bargaining unit employees shall be hired as needed, in the judgment of the Technical Director, based on workload and safety:
 - a. non-audience events, including but not limited to, non-technical rehearsals (work lights only), maintenance calls, auditions, and overnight paint calls when covered work is needed,
 - b. When no work is taking place in the Theatre, but when the Theatre dressing rooms or building Lobby are used for activity which is an integral part of the event taking place in the Theatre,and

- c. Community Events for which no rental fee is paid for use of the Theatre.
- 2. Category 2 Events — Non-commercial, non-mission audience events in the Theatre shall be staffed with a minimum of two (2) bargaining unit employees.

Additional bargaining unit employees shall be hired as needed, in the judgment of the Technical Director, based on workload and safety.

- D. Theatre Dressing Rooms and Building Lobby: With respect to non-mission events, covered work in the Theatre dressing rooms and/or building Lobby shall not generate a separate minimum call when bargaining unit employees already assigned to an event in the Theatre can perform such work. In addition, other than bargaining unit employees may turn on, turn off and dim house lights in the Theatre Dressing Rooms and building Lobby and may operate pre-set lighting using control devices. Additional bargaining unit employees shall be hired as needed, in the judgment of the University, based on workload and safety.
- E. Except as provided in Article 2.B.1, covered work shall be performed exclusively by bargaining unit employees, except that:
 - 1. Non-Mission Events Only.
 - a. Movement of Properties and Operation of Onstage Equipment: Artists, and performers may, pursuant to past practice, carry hand-held props, instruments, and other objects related to their presence onto and off the stage where the movement of such properties does not require dollies, carts, or other special equipment. Notwithstanding the preceding, all property work involving firearms shall be covered work and shall be performed by bargaining unit employees. To be covered under this provision, such work must be performed in full view of the audience. When such work is performed off stage or in the dark (including when the curtain is down) it remains bargaining unit work.
 - b. Specialized “High Tech” Productions: The University may use non-bargaining unit employees in specialized “high tech” productions where the Union (after being provided with reasonable notice by the University) is unable to supply qualified personnel to set up or operate the equipment involved.
 - c. Traveling Crew: Subject to compliance with the minimum crew requirements set forth herein, Traveling Crew members (defined as individuals who are continuously employed on a production where the Theatre is not the only stop) may assist bargaining unit employees in the load-in, set-up, operation, and load-out of equipment and/or sets that they bring into the Theatre. Under this subparagraph E.1.c., Traveling Crew may operate the Theatre lighting and sound consoles where a language barrier would otherwise compromise the quality of the production. Production equipment attached to house equipment must be operated by bargaining unit employees. In unusual circumstances the

University may request a special waiver from the Union, which waiver shall not be unreasonably withheld (e.g., sound board).

2. Other Work Calls.

- a. Support Activities: Under this subparagraph E.2., if no bargaining unit employee is on call (1) either the Technical Director or the theatre operations staff may operate work lights, house lights and the curtain to show the Theatre and may operate the work lights and house lights for training and marketing purposes and (2) the Technical Director (or if on leave, his designee) may operate work lights, house lights and the freight lift to facilitate theatrical pickups (which are already placed on the lift) and theatrical deliveries (which are not unpacked or removed from the lift), and which pickups and deliveries do not take place on the day of a performance. The Technical Director and others may operate work lights, house lights and the freight lift for non-theatrical purposes. The Technical Director may also operate the line sets (e.g., the curtain), and either the Technical Director or the theatre operations staff may move pianos to show the Theatre and for training or marketing purposes.

- b. Theatre Maintenance:

- (i) Maintenance of Theatrical Equipment: Bargaining unit employees shall be responsible for the maintenance of all theatrical equipment in the Theatre. Notwithstanding the foregoing (a) this does not include the maintenance of any theatrical equipment that is still under warranty; (b) outside experts may perform maintenance on theatrical equipment if, in the reasonable judgment of the Technical Director, the servicing of such equipment requires outside expertise; and (c) students may actively participate in the maintenance of theatrical equipment for instructional purposes, under the supervision of bargaining unit members (for clarification, students may not perform maintenance work in lieu of bargaining unit employees).

- (ii) Maintenance Crew: The University maintenance crew and maintenance vendors may perform repairs and building maintenance in the Theatre, including with respect to chairs, fixtures and equipment. The University maintenance crew may set and strike chairs and tables, except on stage, and may operate work lights and house lights in connection with the performance of their duties.

- c. Piano Tuning: Pianos may be tuned with no bargaining unit employee present, but except as provided in the last sentence of subparagraph E.2.a., bargaining unit employees must perform all piano moves.

F. There shall be no subcontracting to replace bargaining unit employees or their functions covered by this Agreement. This Article 2.F does not affect the University's

right to use performing arts students, faculty, Theatre supervisory staff, and instructional staff as set forth in 2.B.1 above.

- G. The University may assign bargaining unit employees to theatrical-related work not covered by this Agreement, and if assigned, the terms and conditions of this Agreement shall apply.

Article 3 - Parties' Rights and Responsibilities

- A. Except as may be limited by a specific provision of this Agreement, the University shall continue to exercise rights and powers customarily exercised by an employer, including but not limited to, the University's Drug and Alcohol Policy, Policy Against Discrimination, Harassment and Retaliation, Smoking Policy, Appropriate Use for Information Technology Policy, and the Guiding Principles of Conduct.
- B. The Union shall be given access to worksites to properly assess conditions coming under the jurisdiction of the Union, including whether appropriate personnel are being utilized, provided it gives notice to the Labor and Employee Relations Manager of the purpose of the visit and the date and time of the visit and such access does not interfere with the operations of the University.
- C. The University shall make every effort to maintain a healthy and safe work environment and grant access to the designated Union Safety Officer if any concern arises. All access to the Theatre must be obtained in accordance with paragraph B of this Article.
- D. The University and the Union shall exercise best efforts to cooperate with each other in the application of the terms and conditions of this Agreement.

Article 4 - Wages

- A. Rates: All payments shall be in half-hour increments.

1. Mission Events:

	As of December 1, 2019	As of December 1, 2020	As of September 1, 2021	As of December 1, 2022
House Technician and the Priority Call Technician ("PCT") ²	\$32.79	\$32.79	\$34.80	\$35.84
Per Diem Technicians	\$29.27	\$29.27	\$30.73	\$32.27

² The PCT is defined in Article 25, Staffing.

Effective as of December 1, 2023 and on each December 1 thereafter through the term of this Agreement, employees subject to this Agreement shall receive a wage increase equal to the greater of (1) the percentage wage increase received by University full-time administrative staff during the period December 1, 2022 to November 30, 2023 (and each prior December 1 to November 30 period thereafter), or (2) three percent (3%).

2. Non-Mission Events:

Bargaining unit employees engaged on a weekly or per diem basis for non-mission events shall be paid:

Effective September 1, 2021 - \$36.00 per hour.

Effective December 1, 2022 - \$37.00 per hour.

Effective as of December 1, 2023 and on each December 1 thereafter through the term of this Agreement, employees subject to this Agreement shall receive a wage increase equal to the greater of (1) the percentage wage increase received by University full-time administrative staff during the period December 1, 2022 to November 30, 2023 (and each prior December 1 to November 30 period thereafter), or (2) three percent (3%).

- B. Work in Higher Classification: When a Per Diem Technician is called in to assume the responsibilities of a House Technician on a call, he shall receive the House Technician wage rate for all hours worked on the call. For example, for a light focus call staffed by the House Technician, the PCT, and a Per Diem Technician: if the House Technician assigned to lighting calls out and a Per Diem Technician assumes his responsibilities on the call, that Per Diem Technician shall be paid at the House Technician rate, but if the House Technician assigned to audio calls out, then no higher classification pay shall be due (because the House Technician assigned to audio is not working as a House Technician on the lighting call).

Article 5 - Minimum Call

- A. The minimum call for the House Technician and the PCT shall be seven (7) work hours, except calls beginning between 11:00 AM and 1:00PM or 5:00 PM and 7:00PM, which shall be five (5) work hours.
- B. The minimum call for all other bargaining unit employees shall be four (4) work hours.

Article 6 - Change or Cancellation of Call

- A. Bargaining unit employees shall be compensated for the full length of the scheduled call if a call is cancelled less than forty-eight (48) hours prior to its scheduled start time, unless the call is cancelled for Acts of God or acts of Government.

- B. The University shall publish a monthly schedule listing at a minimum the nature of the call and the approximate call times for the following month at least one week before the first day of the month. This monthly schedule shall be updated weekly so that it continuously reflects one month of advance calls.
- C. The University shall publish a weekly schedule by 5PM Wednesday listing final call times for the following week. It is understood by the parties that changing call times once they have been published in the weekly schedule is intended to be the exception and not the rule.
- D. In the event the University advances the start time of a scheduled call within twenty-four (24) hours of the scheduled call, bargaining unit employees working the added hours shall receive double the straight time rate for the amount of time the scheduled call is advanced.
- E. The House Technician and the PCT shall not be obligated to work a call, or an extension of a call in excess of one (1) hour, with less than twenty-four (24) hours notice. In the event the University schedules a call, or extends a scheduled call, with less than 24 hours notice, the House Technician and the PCT shall receive double the straight time rate for the additional time.
- F. Provided affected bargaining unit employees are notified prior to the end of their previous scheduled call, the University may delay the start time of the next scheduled call to allow the minimum rest period, as per Article 16 (Swing Period), provided that: (1) the remaining number of work hours is in accordance with Article 5 (Minimum Call) and (2) the number of bargaining unit employee(s) is in accordance with Article 2 (Scope and Jurisdiction).

Article 7 - Meal Period

- A. Bargaining unit employees shall be entitled to a one (1) hour unpaid meal period between the end of the third (3rd) and beginning of the sixth (6th) hour of work and subsequent one (1) hour meal periods no sooner than three (3) hours and no later than five (5) hours from the prior meal period. In lieu of any one (1) hour unpaid meal period, up to one time per call, the University may substitute a thirty (30) minute paid meal period provided the bargaining unit employees are provided a hot meal (the hot meal shall be consistent with the employees' dietary practices).
- B. If a meal is not provided within the required time, a penalty equal to one (1) additional straight-time hour of pay shall apply (regardless of whether the penalty was incurred while the bargaining unit employee was on straight-time or overtime). If a meal period is not provided before the ninth (9th) hour of work, a penalty equal to two (2) additional straight-time hours (a total of three (3) straight-time hours) of pay shall apply. For non-mission events only, if a meal period is not provided before the twelfth (12th) hour of work, a penalty equal to three (3) additional straight-time hours (a total of four (4) straight-time hours) of pay shall apply.

- C. A de minimis invasion (defined as ten (10) minutes or less) of the required meal period shall not incur a meal penalty provided the bargaining unit employee(s) receives a break of the full required duration.
- D. The University shall have the option of staggering meal periods provided that one (1) or more bargaining unit employee(s) remains on duty as needed in the judgment of the University based on workload and safety.

Article 8 - Compensation After Midnight

Bargaining unit employees shall be compensated at time and one-half (1.5) for work performed from midnight (12:00 AM) to 7:00 AM.

Article 9 - Recorded Events

- A. Bargaining unit employees shall be paid an additional two dollars (\$2.00) per hour for an assignment to work on a Recorded Event for national distribution or broadcast for profit.
- B. A Recorded Event shall be defined as an event using more than one (1) camera, or an event recorded using an audio console separate from the house or monitor consoles, or an event that is being recorded on multi-track.

Article 10 - Welfare Fund

In each year of this Agreement, the University shall contribute to the Local No. One Welfare Fund an amount equal to a percentage of bargaining unit employees' gross earnings as follows:

	As of December 1, 2019	As of December 1, 2020	As of December 1, 2021	As of December 1, 2022	As of December 1, 2023
All Bargaining Unit Employees	12%	12%	12%	12.5%	13%

Article 11 - Pension Fund

In each year of this Agreement, the University shall contribute to the Local No. One Pension Fund an amount equal to a percentage of bargaining unit employees' gross earnings as follows:

	As of December 1, 2019	As of December 1, 2020	As of December 1, 2021	As of December 1, 2022	As of December 1, 2023

All Bargaining Unit Employees	7%	7%	7%	7%	7%
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Article 12 - Annuity Fund

In each year of this Agreement, the University shall contribute to the Local No. One Annuity Fund an amount equal to a percentage of bargaining unit employees' gross earnings as follows:

	As of November 30, 2019	As of December 1, 2020	As of December 1, 2021	As of December 1, 2022	As of December 1, 2023
All Bargaining Unit Employees	9.5%	9.5%	9.5%	9.5%	9.5%

Article 13 - Work Week

- A. The normal work week for the House Technician shall be thirty-five (35) hours, Sunday through Saturday, including substantial night and weekend work as determined by the University on a weekly basis to meet production and maintenance schedules. The House Technician shall be entitled to one (1) day off after seven (7) consecutive days worked or two (2) consecutive days off after ten (10) consecutive days worked.
- B. All bargaining unit employees shall be paid weekly.

Article 14 - Holidays

- A. The following shall constitute paid holidays for the House Technician:

New Year's Day	January 1 st
Martin Luther King Jr.'s Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Thanksgiving Weekend	4 th Thursday in November and following Friday
Christmas Holiday	Evening of December 24 th through New Year's

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- B. If the House Technician is required to work on a holiday listed in paragraph A above, he shall receive: (i) time and one-half (1.5) for all hours worked on the holiday, and (ii) one (1) day off with pay, to be taken within thirty (30) calendar days of the holiday worked, on a day approved by the University (such approval shall not be unreasonably denied).
- C. If the House Technician is required to work on a "Holiday Weekend Day," he shall receive time and one-half (1.5) for all hours worked on the "Holiday Weekend Day," defined as the Saturday and Sunday preceding a Monday holiday listed in paragraph A of this Article.
- D. The House Technician shall receive the contractual holiday benefits listed in paragraph B of this Article if the House Technician works either the calendar date of a holiday (e.g., December 25th, New Year's Day or Independence Day) or the day recognized by the University as the Holiday. If the House Technician is scheduled to work both dates, the contractual holiday benefits in paragraph B of this Article will apply solely and exclusively to the day recognized by the University as the Holiday.
- E. Bargaining unit employees other than the House Technician shall receive time and one-half (1.5) for the holidays provided below if the bargaining unit employee works either the calendar date of a holiday (e.g., December 25th, New Year's Day or Independence Day) or the day recognized by the University as the Holiday. If a bargaining unit employee other than the House Technician is scheduled to work both dates, the time and one-half (1.5) will apply solely and exclusively to the day recognized by the University as the Holiday. The following holidays are available for bargaining unit employees other than the House Technicians: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, December 24th, December 25th, December 26th, and December 31st.

Article 15 - Overtime

- A. All bargaining unit employees shall be entitled to overtime for all hours worked in excess of eight (8) hours in a day and in excess of forty (40) hours in a week.
- B. Only the time during which a bargaining unit employee has actually worked shall be counted in computing the number of hours worked during the week for purposes of compliance with this Agreement.
- C. There shall be no pyramiding of overtime pay.
- D. In no case shall bargaining unit employees be compensated in excess of double the straight time rate except as provided for in Article 7 (Meal Period).
- E. No bargaining unit employee shall be replaced to avoid payment under this Article.

Article 16 - Swing Period

In the event a bargaining unit employee does not receive eight (8) hours off between calls that begin on different days, all hours worked thereafter shall be paid at time and one-half (1.5) the prevailing rate until a minimum of eight (8) hours off has been given. No bargaining unit employee shall be replaced to avoid payment under this Article.

Article 17 - Vacation

- A. The House Technician (as defined in Article 25 (Staffing)) shall receive ten (10) paid vacation days per fiscal year (July 1 through June 30). The House Technician shall accrue one (1) additional vacation day for each year of full-time service. The maximum vacation allowance per fiscal year for the House Technician shall be twenty-two (22) days. For purposes of this Article, a year of full-time service for the House Technician shall be defined as thirty-five (35) hours per week, fifty-two (52) weeks per year.
- B. Vacation days for each fiscal year shall be credited on July 1st based on the House Technician's years of full-time service as of July 1st.
- C. Vacation may be taken, once accrued, with at least thirty (30) days prior written request to the Technical Director. Such request shall not be unreasonably denied and must be responded to in writing within one (1) week of receipt. If no response is received within one (1) week, the vacation will be deemed approved. Vacation time shall be taken in the fiscal year in which it is accrued.
- D. Upon leaving employment, the House Technician shall be paid for unused accrued vacation up to the maximum amount of vacation he was eligible to accrue at the date when his employment ended. Any vacation taken prior to being accrued shall be reimbursed to the University as permitted by state and federal law.

Article 18 - Personal Days

- A. The House Technician shall accrue up to three (3) paid personal days per calendar year (January 1 through December 31).
- B. Personal days may be taken by the House Technician with prior approval from the Technical Director (such approval shall not be unreasonably denied). Personal days may be taken in half (1/2) day increments (three and one-half (3.5) hours) or full day increments (seven (7) hours). Personal days shall not be carried over into the next calendar year.
- C. Upon leaving employment, the House Technician shall be paid for unused accrued personal days. Any personal days taken prior to being accrued shall be reimbursed to the University as permitted by state and federal law.

Article 19 - Sick Leave, Short-Term Disability and Workers' Compensation

- A. The House Technician shall be covered by the University's Sick Leave, Short-Term Disability Leave, and Workers' Compensation policies as such policies exist from time to time, without prior negotiation with the Union, so long as the application thereof applies to all University employees covered by such policies. In the event the University eliminates its Sick Leave policy in its entirety, the Union and the University shall meet and discuss, in good faith, the implications for the House Technician in the spirit of finding a mutually agreeable solution. If the House Technician is absent for more than three (3) consecutive days, he shall be required to provide a statement from his physician verifying the illness.
- B. Bargaining unit employees other than the House Technician shall not be covered by the policies set forth in paragraph A above, but shall be eligible for short-term disability benefits and workers' compensation benefits pursuant to New York State law, based on their engagement under this Agreement. Notwithstanding the foregoing, the PCT shall receive seven (7) paid sick days in each fiscal year.
- C. Bargaining unit employees shall call in sick no later than two (2) hours prior to the start of their scheduled call. This call in sick shall be made to the cell phone of the Technical Director, or his designee, and if personal contact is not made, then either by text, email or voice message. Commencing with the second time in a calendar year, if a bargaining employee fails to call in sick pursuant to the foregoing sentence, then the employee shall not be paid for the scheduled call, notwithstanding any other provision in this Agreement (e.g., Article 13 – Workweek).
- D. The requirements of the New York City Earned Sick and Safe Time Act are waived pursuant to N.Y. Admin. Sec. 20-916. In addition, the requirements of the New York State Paid Sick Leave Law are waived pursuant to New York Labor Law § 196-b, solely with respect to the House Technician and the PCT.

Article 20 - Nondiscrimination

The University and the Union shall abide by Federal, State, and Local Laws that prohibit discrimination on the basis of any protected characteristic, including but not limited to, sex, sexual orientation, race, marital status, age, creed, religion, national origin, disability, political belief or membership in, or lawful activity on behalf of the Union, provided however that any alleged violation of such laws shall not be subject to the grievance procedure set forth in Article 23 (Grievance and Arbitration), and shall instead be processed through the University's internal investigation procedure for addressing discrimination complaints, as it may be modified from time to time. The use of the masculine gender in this Agreement is for convenience purposes only and its use shall be equally applicable to all female employees.

Article 21 - Compensation for University Closure

If the House Technician or the PCT is called in on a day the New York City campus of the University is otherwise closed (e.g., a snow day) he shall receive time and one half

(1.5) for all hours worked.

Article 22 - No Strike

- A. During the term of this Agreement neither the Union nor any bargaining unit employee shall cause, sanction, threaten, or take part in any strike, picketing, sympathy strike, walkout, or stoppage of work of any kind, or other interference with the conduct of the University's business. During the term of this Agreement the University shall not lockout bargaining unit employees.
- B. The first sentence of paragraph A of this Article shall not conflict with any prior obligations that the Union may owe to the International Alliance of Theatrical Stage Employees (IATSE) pursuant to IATSE's constitution and bylaws.
- C. In the event the Union has a prior obligation to IATSE that may conflict with its obligations under the first sentence of paragraph A of this Article the Union shall immediately notify the Director of Employee and Labor Relations with respect thereto.

Article 23 - Grievance and Arbitration

- A. Grievance: Any dispute between the University and the Union or any bargaining unit employee concerning the interpretation, application, or performance of this Agreement shall be settled by and between the Union and the University pursuant to the following procedure:
- B. Step One - All grievances shall be submitted in writing and be delivered to the Executive Director-Conference/Event Services. Any grievance not submitted within thirty (30) calendar days from the date that the facts giving rise to the grievance were known, or should have *been* known with the exercise of due diligence, shall be permanently barred. The Union and the Executive Director-Conference/Event Services shall meet within fourteen (14) calendar days after submission of the written grievance to discuss and attempt to resolve the grievance.
- C. Step Two - In the event that the Union and the Executive Director-Conference/Event Services are unable to settle the grievance the Union may refer the grievance in writing to the Executive Director of Employee and Labor Relations or their designee within fourteen (14) calendar days after the expiration of the 14-day period referred to in Step One. Any grievance not timely referred to Step Two by the Union shall be deemed withdrawn and permanently barred. The decision by the Executive Director of Employee and Labor Relations or their designee shall be issued within fourteen (14) calendar days after their receipt of the written grievance. Any grievance not timely decided by the Executive Director of Employee and Labor Relations or their designee shall be deemed to be denied.
- D. Arbitration - In the event that the Executive Director of Employee and Labor Relations or their designee and the Union are unable to settle the grievance in Step Two, it shall be resolved exclusively by a single arbitrator from the following panel: Richard Adelman, Sheila Cole, and Bonnie Weinstock. The panel members shall be designated

to serve in the order of rotation noted above, provided the panel member reached has an available day within sixty (60) days of the request. The opinion and award of the arbitrator shall be in writing and shall be final and binding upon the parties and the bargaining unit employees. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement. The compensation and expenses of the arbitrator shall be borne equally by the parties. Each party shall bear the expense of preparing and presenting its own case. Any grievance not submitted to arbitration by the Union, with written notice to the University, within thirty (30) calendar days after the expiration of the 14-day period set forth in Step Two for the Executive Director-Conference/Event Services to issue a decision, shall be deemed withdrawn and permanently barred.

- E. Any time periods in this Article with respect to a grievance may be waived or held in abeyance by written agreement between the parties.

Article 24 - Just Cause

The University shall not terminate any House Technician or the PCT (after the latter has satisfied the probationary period) without just cause.

Article 25 - Staffing

- A. The House Technician is defined as a Technician employed and paid by the University for a minimum of thirty-five (35) hours per week, fifty-two (52) weeks per year. There shall be a minimum of one (1) House Technician.
- B. The time periods specified above shall include all paid time off (e.g., vacations, personal days, holidays, sick leave, bereavement leave, and all unpaid time off voluntarily taken by the House Technician (valued at seven (7) hours per day)).
- C. The Priority Call Technician (PCT) (limited to one individual), shall have the right of first refusal to replace the House Technician and first refusal for any call at which a second (2nd) Technician is required, subject to the PCT's qualifications to perform the required work. The Technical Director shall have the final decision as to whether a second (2nd) Technician shall be required (except when a call for a second (2nd) Technician is mandated under Article 2.B.2, as modified by Article 2.C.) and the final decision with respect to the PCT's qualifications to perform the required work, after consultation with the House Technician with regard to both decisions. In the event the PCT is not qualified to perform the required work, the University shall offer the work to another bargaining unit employee.
 - 1. The PCT shall complete a probationary period, which shall begin on his/her first day of employment and end sixty (60) calendar days thereafter (regardless of the number of days the PCT works during that period). Following the successful completion of the probationary period, the PCT shall be covered by Article 24, Just Cause.
 - 2. The PCT shall be paid the House Technician rate set forth in Article 4, Wages, and shall be covered by Article 5.A. (Minimum Call), Article 6.E. (Notice of

Call/Extension of Call), Article 19.B. (Sick Leave, Short-Term Disability, and Workers' Compensation), Article 21 (University Closure), and Article 25, paragraphs E.2., F. and G. (Staffing—Layoff and Recall). All other provisions of this Agreement applicable to "bargaining unit employees" and/or "employees" shall apply to the PCT. When the PCT replaces a House Technician on a call, he shall receive any Article 14 (Holidays) premium the House Technician would have received for hours worked on the call.

3. The PCT shall be required to take ETCP (Rigger) training in the first year of employment. The University shall pay for the training (up to four (4) days, up to seven (7) hours each day), and the University shall not schedule the PCT to work at the Theatre on the days such training is scheduled by the Union.
- D. The University will initially consider for work those who are currently working and who were eligible to vote or employed in the bargaining unit at the time of the representation election. The University shall not retaliate against any bargaining unit employee for their participation in the Union's organizing campaign.
- E. Notwithstanding any provision to the contrary, nothing shall preclude the University from:
- Temporarily or permanently eliminating the House Technician position or the PCT position referred to in this Article 25 as a result of:
1. Theatre closure or renovation that does not require any work that falls under the Union's jurisdiction as defined under this Agreement to be performed;
 2. Modification of academic programs that affect Theatre usage;
 3. Loss or curtailment of business; or
 4. Financial reasons which have a negative impact on the University or Theatre, provided that the work formerly performed by Technicians shall not be reassigned to students or other University employees.
- F. If the House Technician or PCT position becomes available within six (6) months of the position elimination, the House Technician covered by this provision shall have the first right of recall for the House Technician or PCT position, based on length of service within the University. Thereafter, the PCT shall have the right of first recall for any House Technician or PCT position, subject to the PCT's ability to perform the required work (the Technical Director shall have the final decision as to whether the PCT is able to perform the required work).
- G. In the event the House Technician or the PCT is temporarily or permanently eliminated pursuant to subparagraph E above, the affected bargaining unit employee shall receive two (2) weeks' notice of the position elimination (or two (2) weeks' pay in lieu thereof). In addition, the House Technician or the PCT whose position is permanently eliminated shall receive one (1) week's pay for each year of service (for the PCT, a year of

service is a year in which he works at least 1470 hours), up to a maximum of ten (10) weeks' pay.

- H. The House Technician shall have the right of first refusal for all mission and non-mission production calls.

Article 26 - Breaks

Bargaining unit employees shall be allowed breaks each workday of fifteen (15) minutes for every three (3) hours worked not to exceed two (2) breaks within an eight (8) hour period.

Article 27 - Training

Provided the University, in its sole discretion, approves participation in a training and development course, the House Technician, the PCT, and other bargaining unit employees who worked four hundred (400) or more hours in the prior contract year shall be paid for the time spent attending such course, up to seven (7) hours per day (counted as time worked).

Article 28 - Bereavement Leave

The House Technician shall be paid for up to four (4) days of absence in a year if someone dies in the House Technician's family or in the House Technician's spouse's/domestic partner's family. Relationships that are included are parents, grandparents, siblings, children, and spouse/domestic partner.

Article 29 - Check Off

- A. During the term of this Agreement, the University shall deduct four percent (4%) of all wages earned or to be earned by each bargaining unit employee, for whom there shall be filed with the University the individual's written assignment in accordance with Section 302(c) of the Labor Management Relations Act, 1947, as amended. The University shall commence making such deductions with the first wage payment to be made to each such individual following the date of the filing of said written assignment, and such deductions shall continue thereafter with respect to each and every subsequent wage payment to be made to each such individual during the effective term of said assignment.
- B. Once each month, by no later than the end of the first full calendar week in that month, the University shall remit to the Union by check drawn to the order of the Union the total amount of all deductions made during the preceding calendar month for all bargaining unit employees. At the time of such remittance, and together therewith, the University shall also furnish to the Union a record certifying the names of the bargaining unit employees on whose account such deductions were made, their respective earnings for each payroll period and the amount of deduction for each bargaining unit employee during said payroll period.
- C. The Union shall indemnify the University for any deductions wrongly withheld and transmitted to the Union.

Article 30 - Savings Clause

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

Article 31 - Complete Agreement

- A. The contractual rights of the University and Union are specifically stated in this Agreement, which supersedes and supplants all prior agreements of any nature whether written, oral, express or implied between the University and the Union, including, without limitation, any verbal understandings and/or past practices.
- B. Except as otherwise provided herein, any further collective bargaining between the Union and the University during the term of this Agreement shall be limited to a matter within the scope of collective bargaining where: (i) the matter was not specifically covered by the Agreement or not raised as an issue during the negotiations out of which the agreements arose; and (ii) there shall have arisen a significant change in circumstances with respect to such matter, which could not have reasonably been anticipated by both the University and the Union at the time the Agreement was executed.
- C. The House Technician who was employed prior to July 1, 2010 shall be provided access to the following benefits programs on the same terms and conditions that other University employees participate in such programs (e.g., subject to the same enrollment windows), provided that the House Technician's employment with the University is continuous and uninterrupted:
 - 1. On-Campus Tuition Remission,
 - 2. Employee Assistance Program,
 - 3. Dependent Care Flexible Spending Account,
 - 4. Commuter Reimbursement Account, and
 - 5. Health Flexible Spending Account.

Nothing herein shall preclude the University from eliminating, changing or modifying the benefits programs, without prior negotiation with the Union, provided such elimination, change or modification applies to all participants of the benefits programs.

Article 32 - Duration

This Agreement shall take effect December 1, 2019 and shall remain in effect through the one (1) year anniversary of the opening of the Replacement Theatre.



Joseph Capparelli
Vice President, Controller and Chief Compliance Officer
Pace University

Date: *May 26, 2023*

Frank Lazarto
Business Manager, Local No. One, IATSE

Date:

Michael Wekselblatt
President, Local No. One, IATSE

Date:

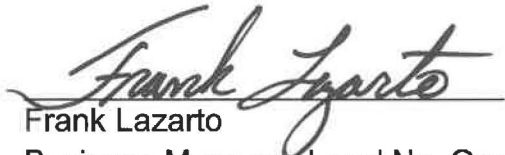
Article 32 - Duration

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[NAME]

[TITLE], Pace University

Date:



Frank Lazarto

Business Manager, Local No. One, IATSE

Date: 5/22/23



Michael Wekselblatt

President, Local No. One, IATSE

Date: 5/22/23