

MEMORANDUM OF AGREEMENT

For 2008-2011 Agreement

by and between

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

MEMORANDUM OF AGREEMENT made this 6th day of August, 2009 (hereinafter "MOA") by and between the undersigned parties, to wit, The International Alliance of Theatrical Stage Employees Union, Local One (referred to as the "Union," or "Local One"), and The City University of New York (referred to as the "University" or "CUNY"):

WHEREAS, the University, acting on behalf of The Sylvia and Danny Kaye Playhouse at Hunter College, The Brooklyn Center for the Performing Arts at Brooklyn College, and The Hostos Center for the Arts and Culture at Hostos Community College, has entered into negotiations and reached this successor agreement with Local One covering represented employees in the non-competitive classified staff titles of CUNY Theatre Technician, CUNY Theatre Technician Specialist, and CUNY Lead Theatre Technician; and

WHEREAS, the undersigned parties desire to enter into a successor agreement to the 2004-2008 collective bargaining agreement, which includes the terms of this "MOA" and the terms of the 2004-2008 Agreement terminating on October 13, 2008 ("Successor Agreement") to cover the employees represented by the Union; and

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

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

1. **Term of Agreement:**

The term of the successor CUNY/IATSE Local One Agreement shall be thirty-seven (37) months from the date of termination of the predecessor agreement, to wit, October 14, 2008, through November 13, 2011.

2. **Continuation of Terms**

The terms of the 2004-2008 CUNY/IATSE Local One Agreement shall be continued except as modified by this MOA. The terms of the 2004-2008 Agreement and this MOA will comprise the 2008-2011 Successor Agreement between CUNY and Local One.

3. Prohibition of Further Economic Demands

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

4. Wage Increase

A. General Wage Increases

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

	<u>Effective Dates</u>
i) 3.15 percent (first day of the contract)	10/14/08
ii) 4.139 percent (first day of the 13 th month)	10/14/09 (compounded)
iii) 4.0 percent (first day of the 25 th month)	10/14/10 (compounded)

v) Part-time per annum, per session, hourly, per diem (including seasonal) employees and employees whose normal work year is less than a full calendar year, shall receive the increases provided in subsection 4 A. (a) (i) through (iii) on the basis of the computations heretofore utilized by the parties for all such employees.

b. The increase provided in Section 4 A. (a) shall be calculated as follows:

i) The general increase in Section 4 A. (a) (i) shall be upon the base rates of the applicable titles in effect on the last day of the predecessor CUNY/IATSE Local One Agreement;

ii) The general increase in Section 4 A. (a) (ii) shall be based upon the base rates of the applicable titles in effect on the last day of the twelfth month of the successor CUNY/IATSE Local One Agreement.

iii) The general increase in Section 4 A. (a) (iii) shall be based upon the base rates of the applicable titles in effect on the last day of the twenty-fourth month of the successor CUNY/IATSE Local One Agreement.

5. Conditions of Payment

a. The general increases provided in Section 4. A. (a) (i) through (iii), shall be payable as soon as practicable after the effective date of such general wage increases upon execution of this 2008-2011 CUNY/IATSE Local One Agreement.

6. **Resolution of Disputes**

It is understood and agreed that any dispute, controversy, or claim concerning or arising out of the execution, application, interpretation or performance of any of the terms or conditions of this MOA, except for the provision contained in Article 2 - "Scope and Jurisdiction Clause," subsection d., shall be submitted to arbitration upon written notice therefore by any of the parties to this MOA to the party with whom such dispute or controversy exists. The matter submitted for arbitration shall be in accordance with the terms of the dispute resolution provisions contained in the CUNY/IATSE Local One Agreement.

7. **No Strike Clause**

The University and the Union agree that disputes which may arise between them during the term of this Agreement shall be settled without resort to strike or lockout and that the requirements of the law in this regard shall not be violated. The University agrees that it will not lock out any or all employees and the Union agrees on behalf of itself and its membership that there shall be no strikes, slowdowns, work stoppages or interference with the normal operation of the University or its subject theatres.

8. **Retroactivity**

In the event that any payment is not paid on the date due under this 2008-2011 MOA, such payment when made shall be paid retroactive to such due date.

9. **Savings Clause**

In the event that any provision of this MOA is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this 2008-2011 MOA.

10. **Legislative Action**

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

11. **Approval and Ratification**

This MOA is subject to the approval and ratification by the appropriate City and State authorities, the Board of Trustees of The City University of New York, the Board of Trustees of IATSE Local One, and the CUNY employed membership of IATSE Local One.

August 6, 2009
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WHEREFORE, we have hereunto set our hands and seals on this 6 day of August, 2009.

THE UNION

THE CITY UNIVERSITY OF NEW YORK

James J. Crafey, Jr. 7/29/09
By: James J. Crafey, Jr. Date
President
IATSE Local One

Matthew Goldstein 8/6/09
by: Matthew Goldstein Date
Chancellor