MEMORANDUM OF AGREEMENT
For Successor Agreement
to the
2011-2018 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 10th day of September 2019 (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 “IATSE 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, The Hostos Center for the Arts and Culture at Hostos Community College and The Gerald W. Lynch Theater at John Jay College of Criminal Justice 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 collective bargaining agreement modifying the 2011-2018 collective bargaining agreement between IATSE Local One and CUNY acting on behalf of the aforementioned CUNY Theaters under this agreement, terminating November 13, 2018 (predecessor CUNY/IATSE Local One Agreement), to cover the employees represented by Local One; and

WHEREAS, the undersigned parties to this agreement intend by this MOA to cover all economic and non-economic matters and to incorporate the following terms of this MOA into the 2018-2023 CUNY/IATSE Local One Successor 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 fifty-sixth (56) months and two (2) days from the date of termination of the predecessor agreement, namely, from November 14, 2018, through July 15, 2023.

2. **Continuation of Terms:**

   The terms of the predecessor CUNY/IATSE Local One Agreement shall be continued except as modified by this MOA. The terms of the 2011-2018 Agreement and this MOA will comprise the 2018-2023 successor agreement between CUNY and IATSE 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. **General Wage Increase:**

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

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<th>Effective Dates</th>
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<td><strong>i)</strong> 2% percent</td>
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<td>(1st day of the agreement)</td>
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<td><strong>ii)</strong> 2% percent</td>
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<tr>
<td>(1st day of the 13th month - compounded)</td>
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<td><strong>iii)</strong> 2% percent</td>
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<tr>
<td>(1st day of the 25th month - compounded)</td>
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<td><strong>iv)</strong> 1.5% percent</td>
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<td>(1st day of the 37th month - compounded)</td>
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vii) Hourly employees shall receive the increases provided in subsection 4. (a) (i) through 4. (a) (iv) on the basis of the computations heretofore utilized by the parties for all such employees.

b. The increases provided in Section 4. (a) (i) through 4. (a) (iv) shall be calculated as follows:

i) The general increases in Section 4. (a) (i) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the last day of the applicable predecessor CUNY/IATSE Local One Agreement.

ii) The general increase in Section 4. (a) (ii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the last day of the twelfth (12th) month of the applicable successor CUNY/IATSE Local One Agreement.

iii) The general increase in Section 4. (a) (iii) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the last day of the twenty-fourth (24th) month of the applicable successor CUNY/IATSE Local One Agreement.

iv) The general increases in Section 4. (a) (iv) shall be based upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the last day of the thirty-six (36th) month of this successor CUNY/IATSE Local One Agreement.
c. Other increases as follows:

The general increases provided in Section 4. (a) (i) through 4. (a) (iv) shall be applied to the base rates, incremental salary levels and the minimum and maximum rates (including levels, if any), fixed for the applicable titles.

5. **Additions to Gross:**

"Additions to gross" shall be defined to include uniform allowances, equipment allowances, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and evening or night shift differentials, as may be applicable.

a. For IATSE Local One, "Additions to Gross" will be applicable as follows:

i) Taped and Filmed Events For National Distribution or Broadcast For Profit.

**Effective Date:**

$1.50 per hour to $1.56 per hour (Increase by the value of 4.04%)

11/14/21 (1st day of the 37th month)

6. **Annuity Fund Increase:**

a. The annuity fund increases, effective as indicated below, shall be as follows:

**Effective Dates**

i) FIT employees from 7.10% to 7.13%
   P/T employees from 6.5% to 6.53%

11/14/20 (1st day of the 25th month)

ii) FIT employees from 7.13% to 7.35%
    P/T employees from 6.53% to 6.75%

02/14/22 (1st day of the 40th month)

7. **Welfare Fund Increase:**

a. The welfare fund increases, effective as indicated below, shall be as follows:

**Effective Dates**

i) F/T and P/T employees from 10% to 10.5%

11/14/21 (1st day of the 37th month)

ii) F/T and P/T employees from 10.5% to 11%

02/14/22 (1st day of the 40th month)
8. **Paid Family Leave:**

IATSE Local One reserves the right to "opt-in" and participate in CUNY's Paid Family Leave ("PFL") program, upon notification by Local One to CUNY's Office of Labor Relations. CUNY will follow the implementation procedures undertaken by the City of New York to implement this PFL program. If Local One opts to participate in CUNY's PFL program for its represented Local One CUNY employees, the PFL benefit will be paid by employees through payroll deductions.

9. **Conditions of Payment:**

The general wage increases provided in Section 4 (a) (i) through (iv), the annuity fund increases provided in Section 6. (a) (i) and (ii), and the welfare fund increases provided in Section 7. (a) (i) and (ii), shall be payable based on the effective dates set forth herein, as soon as practicable upon execution of this MOA.

10. **Union Rights:**

The parties agree to revise Article III (Union Rights and Union Security) of the CUNY/IATSE Local One Agreement, to include pertinent language addressing the impact of the new civil service law legislation relating to union membership and the obligations of public employers, to wit, CUNY, to provide new employee information to the union in accordance with the legal mandates established by said law. In furtherance of the above, attached hereto as an Appendix is the revised Article III (Union Rights and Union Security) of the CUNY/IATSE Local One Agreement, which is deemed to be part of this MOA.

11. **Resolution of Disputes:**

a. Subject to the subsequent provisions of Section 11. (b) below, any dispute, controversy, or claim concerning or arising out of the execution, application, interpretation or performance of this MOA shall be submitted to arbitration upon written notice therefor 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 provision of this CUNY/IATSE Local One Agreement. Any award in such arbitration proceeding shall be final and binding and shall be enforceable pursuant to Article 75 of the CPLR.

b. After incorporation of this Agreement into the successor CUNY/IATSE Local One Agreement, any dispute, controversy or claim referred to in Section 11. (a) which arises between the parties to such separate agreement, shall be submitted in accordance with the dispute resolution provisions of the successor CUNY/IATSE Local One Agreement.

c. The terms of this Section 11 shall be from the date of execution of this MOA to the date of execution of the successor agreement to this MOA.
12. **Retroactivity:**

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

13. **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 therefor, shall not become effective until the appropriate legislative body has given its approval.

14. **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 MOA.

15. **Approval and Ratification:**

The terms of this MOA were approved by the Board of Trustees of The City University of New York on June 24, 2019. The Board of Trustees of IATSE Local One, and the CUNY-employed rank and file membership of IATSE Local One approved and ratified the terms of this MOA on June 23, 2019.
WHEREFORE, we have hereunto set our hands and seals on this ___ day of September 2019.

THE UNION

By: James J. Claffey, Jr.  Date 9/6/2019
President
IATSE Local One

THE CITY UNIVERSITY OF NEW YORK

By: Félix V. Matos Rodríguez  Date 9/10/2019
Chancellor
ARTICLE III - UNION RIGHTS AND UNION SECURITY

Section 1
(a) The Union shall have the exclusive right to the check-off and transmittal of dues on behalf of each employee who elects to sign a dues check-off authorization card, and is in a title that is associated with the Union.

(b) Any employee may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the Union as the recipient thereof. Such authorization shall be in a form acceptable to the University and shall bear the signature of the employee, which may written or electronic.

Section 2
The Union shall maintain custody of its dues check-off authorization cards.
(a) The employer shall commence deduction of dues as soon as practicable, but in no case fewer than (30) days after receiving proof from the Union of a signed dues check-off authorization card; and such dues shall be transmitted to the Union within thirty (30) days of the deduction.

(b) The right to membership dues shall remain in effect until: (1) the employee is no longer employed at CUNY in a title represented by the Union, provided that if such employee is, within a period of one year, employed at CUNY in a title represented by the Union, the right to such dues deduction shall be automatically reinstated; or (2) the

1 These provisions pertain as of April 12, 2018, the effective date of amendments to New York State Civil Service Law Section 208 and 209-a. For prior provisions, see Article III of the 2011-2018 CUNY/IATSE Local One Unit Agreement.
employee revokes such dues check-off authorization pursuant to and in accordance with the terms of the dues check-off authorization card.

(c) To the extent practicable, when a full-time employee transfers from one College to another but in a title represented by the same Union, the employee shall continue to be covered by the same dues check-off authorization card and will not be required to sign another authorization card.

(d) When a full-time employee returns from an approved leave of absence without pay or is reappointed or temporarily appointed from a priority reinstatement list to the University in the same title, or in another title represented by the same Union, any dues check-off authorization in effect prior to the approved leave shall be reactivated.

Section 3
CUNY will make arrangements with the Office of the State Comptroller (for CUNY's Senior Colleges), and the New York City Office of Payroll Administration (for CUNY's Community Colleges) to have a sum equal to four (4%) percent of the gross weekly salary of bargaining unit members forwarded to the Union.

Section 4
When an employee is promoted or reclassified to another title represented by the Union, the dues check-off shall continue uninterrupted.
Section 5

(a) Within thirty (30) days of an employee first being employed or reemployed, the employer shall notify the bargaining unit's certified representative of the employee's name, address, job title, employing college, employee ID number, department or other operating unit, work email and work location.

(b) Within thirty (30) days of providing such notice under section 5(a), the employer shall allow a duly appointed representative of the Union to meet with such employee for a reasonable amount of time during his or her work time without charge to leave credits, provided that such meeting be scheduled in consultation with a designated representative of the employer. Where practicable, this requirement may be satisfied by allowing the Union a reasonable amount of time during a formal employee orientation program, to the extent applicable, to provide membership information to employees.

(c) Where orientation kits are supplied to new employees, the Union shall be permitted to have a dues checkoff authorization card and Union literature included in the kits, provided such literature is first approved for such purpose by the University Office of Human Resource Management.

Section 6

The Union shall be given access to The Sylvia and Danny Kaye Playhouse at Hunter College, The Brooklyn College Center for the Performing Arts, The Hostos Center for the Arts Culture at Hostos Community College, and The Gerald W. Lynch Theatre at
John Jay College of Criminal Justice, provided they give notice to the respective College Human Resources Director of the purpose, date and time of their planned visit. Access to any of the subject CUNY theatres is contingent upon the Union receiving authorization from the College Director of Human Resources. It is further understood and agreed that the Union's meeting or discussion with bargaining unit employees shall occur on their meal break or on non-CUNY time so as not to interfere with the college's business.