

COLLECTIVE BARGAINING AGREEMENT

Between



**INTERNATIONAL ALLIANCE OF THEATRICAL
STAGE EMPLOYEES, Local 480, AFL-CIO**

AND

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, Local 251, AFL-CIO**



Office & Professional Employees International Union

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PREAMBLE

AGREEMENT entered into this _____ day of _____, 20____ between the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, Local 251, AFL-CIO, hereinafter referred to as the UNION, and the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, Local 480, AFL-CIO, hereinafter referred to as the EMPLOYER.

WHEREAS, both parties are dedicated to the principles of trade unionism, and

WHEREAS through collective bargaining, we wish to promote democracy and free trade unionism, and strengthen the labor movement and extend the process of collective bargaining throughout all trades and industries; and

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the Employees concerned a living wage and fair and reasonable conditions of employment and to provide methods for fair and peaceful adjustment of all disputes which may arise between them so as to secure uninterrupted operations of the office workplaces involved.

NOW, THEREFORE, be it mutually agreed to as follows:

ARTICLE 1 - RECOGNITION

The Employer recognizes the Office and Professional Employees International Union Local 251, OPEIU Local 251, AFL-CIO as the sole and exclusive representative of the bargaining unit for all matters concerning wages, hours and other terms and conditions of employment. The Union and the Employer agree that the appropriate unit is composed of all full-time and regular part-time Employees at IATSE Local 480 including: Training Director, Administrative Assistant, Membership Coordinator, Member Account Manager, Field Representative, Training Support Lead, Auditor, Benefits Coordinator, Bookkeeper, Training Coordinator, and IT Administrator, and excluding: managerial employees, confidential employees, guards, and supervisors as defined in the National Labor Relations Act.

The Employer will advise the Union in writing of all additional or newly established salaried and hourly occupations and will, on request of the Union, negotiate as to whether such occupations shall be included in the Bargaining Unit. Any such unresolved differences shall be referred to the Regional Office of the National Labor Relations Board for opinion and the opinion of the Regional Director given orally or in writing will be accepted by the parties as a binding decision.

ARTICLE 2 - UNION SECURITY

It shall be a condition of employment that all Employees covered by this Agreement and those hired on or after its effective date shall, within thirty-one (31) days following the beginning of such employment become and remain members of the Union or tender to the Union a fee equal to the initiation fees and periodic dues that are the obligations of members.

The Employer shall discharge any Employee covered by this agreement within thirty (30) days after receipt of written notice from the Union that said Employee is not a member in good standing of the Union as herein required and that the Employee has failed to satisfy the obligations imposed by this Article after ample written notice of the obligations and the Employer's obligations to discharge an Employee not complying with the obligations.

- The Union shall indemnify and hold the Employer harmless from any liability that may arise from the Employer's compliance with this provision.
- The term "member in good standing of the Union" shall be as defined and construed in the Labor- Management Relations Act, as amended (Taft-Hartley Law).

The Employer agrees to deduct from each Employee's paycheck, following the receipt of an authorization executed by the Employee, the uniform periodic dues and assessments authorized to be deducted in the amount specified by the Union in writing. The authorization shall continue in effect for each succeeding month unless revoked by the Employee in writing. A copy of such notices will be provided to the Union.

By the tenth (10th) day of the following month, the Employer shall remit to the Union the amount deducted in the previous month, accompanied by a list of Employees from whose wage deductions have been made. The list will include the full name of the Employee and the total amounts deducted from each Employee for whom payment has been remitted to the Union.

ARTICLE 3 - MANAGEMENT RIGHTS

It is the intent and purpose of the parties, Employer and Union, to set forth herein their Agreement covering wages, hours of work and other conditions of employment for Employees covered by this Agreement, to collaboratively work in the spirit of responsibility and respect to provide high quality service for the members of IATSE Local 480 and to promote harmonious relations between the Employer and the Union.

The Employer is defined as IATSE Local 480. The Business Representative is the General Manager and Business Representative of IATSE Local 480. The Business Representative supervises the function of the office, including all staff.

The Union recognizes that the Employer has the duty and the right to manage its facilities and to direct the working forces. This includes, for example, the right to hire, transfer, promote, demote, layoff, discipline, and discharge Employees for just cause, subject to the terms of this Agreement and the grievance procedure. Nothing in this Agreement shall be deemed to negate or reduce the Employer's duty to bargain under Section 8(a)(5) of the National Labor Relations Act before changing a term or condition of employment.

ARTICLE 4 - ACCESS OF VISITING UNION OFFICIALS

An officer of the Union, Business Representative, or an International Representative, for the fulfillment of the Union's obligations in administering this Agreement, shall have access to the Employer's premises without an escort, with 30-minutes prior notice during hours that Employees are working. Such representatives shall comply at all times with the Employer's rules covering access to and movement of visitors within the premises occupied by the Employer.

ARTICLE 5 - SHOP STEWARDS

There shall be no fewer than two (2) Stewards for the Employees working in each location of the Employer (preferably one exempt, one non-exempt). They shall be selected by the members of the Union.

The Union shall provide annual listings of workers identified as Stewards at the beginning of each contract year to the Business Representative of IATSE Local 480 and updated as replacement Stewards are elected. Alternate Stewards may be designated to serve in the absence of a Steward.

The Employer agrees to provide release time with pay for:

1. A meeting with a worker concerning a grievance or discipline appeal.
2. A meeting with the Employer concerning any article of this Agreement.

A Steward shall not represent an Employee in a disciplinary matter if the Steward is a witness or otherwise personally involved in the matter.

In emergency situations, where immediate disciplinary action must be taken because of a violation of law or serious misconduct, the Shop Steward shall, upon approval from the Business Representative of IATSE Local 480, be granted immediate permission to leave their post of duty

to assist in the grievance procedure.

ARTICLE 6 - PROBATIONARY PERIOD

For the first ninety (90) days of employment, newly hired Employees will serve in an introductory period and shall be considered at-will Employees. The Employer or the Union may request an extension of up to an additional ninety (90) days of the introductory period, which shall not be unreasonably denied by either party. Outside of access to the grievance procedure for discipline and termination, new hires shall have access to all other provisions of this agreement.

ARTICLE 7 - NEW MEMBER ORIENTATION

The Employer will provide an opportunity for each new Employee to be addressed by a steward or representative of the Union to be designated by the Union for the purpose of explaining the collective bargaining relationship between the Union and the Employer. The designated steward or representative of the Union will conduct this during normal work hours, as part of their regular job function. This Union orientation will occur during the Employee onboarding period (typically the first two (2) weeks of hire) for new Employees covered by this Agreement and will be up to sixty (60) minutes in duration at a regular time established upon mutual agreement between the Employee and the Union.

Employee Information

The Employer will provide the Union a digital file via email address designated by the Union containing the following information to the extent the Employer has it on file: name; job title; department; rate of pay; work location; work, home and personal cell number; personal email address and home address on file with the Employer within fourteen (14) days of hire.

ARTICLE 8 - LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee (LMC) is one tool designed to enhance the economic viability in the workplace. The process focuses on developing a cooperative partnership between the Employer and Unionized Employees through joint problem solving.

The parties agree that the LMC will discuss matters that are not grievances, and the LMC shall not be used to replace formal negotiations.

The parties agree that the LMC will comprise Employer representatives and Union representatives. Each party shall present agenda items to the other party at least one week prior

to each meeting. The LMC will meet as mutually convenient and necessary, but not less than bi-monthly.

The parties further agree that the LMC will have standing members who will regularly attend all scheduled meetings. In order to be successful, the LMC must have a full commitment from both the highest level in the Employer's organization and Union organization.

The Employer agrees to provide release time for Union representatives of the LMC.

ARTICLE 9 - GRIEVANCE AND ARBITRATION

Grievance defined: A grievance within the meaning of this Agreement shall be any disagreement, controversy or dispute arising between the parties hereto relating to the interpretation or application of any provision of this Agreement. Grievances shall be exclusively resolved in accordance with the procedure herein provided.

The parties agree that grievances be resolved informally whenever possible, at the lowest level.

It is the Employer's desire that all Employees be treated fairly. To provide for the expeditious and mutually satisfactory settlement of questions arising with respect to wages, hours of work, and other conditions of employment, the procedures hereinafter set forth shall be followed.

An aggrieved Employee shall present a grievance within fifteen (15) calendar days of its occurrence, or when the Employee or the Union ought to have known, or such grievance will be deemed waived by the Union and the Employer.

In the event of such grievance, the steps hereinafter set forth shall be followed:

Step 1. The Employee and the Steward shall submit the grievance to the Business Representative for IATSE Local 480. The meeting to discuss the grievance shall be held within ten (10) workdays from the submission of the grievance. The Business Representative for IATSE Local 480 shall have ten (10) workdays from the time of the conclusion of the Step 1 meeting to render the decision in writing to the aggrieved Employee and the Steward. Should the decision fail to bring about a satisfactory settlement, the matter may be referred in writing to Step 2 within ten (10) workdays of the Step 1 response; otherwise the grievance shall be barred from further processing.

Step 2. Grievances referred to Step 2 shall be presented in writing by the assigned Union Representative or Steward to the Business Representative for IATSE Local 480. Discussions at this Step shall include the Business Representative for the Employer and a member of the Employer's Executive Board or its designee. Discussions at this Step may also include two (2) Union representatives. The Business Representative for the Employer shall have ten (10) workdays from the time of filing in which to hold a meeting, and ten (10) workdays to render a decision in writing to the Union representative or Steward. Should the Employer fail to present a satisfactory resolution, the Union may initiate Arbitration with FMCS within thirty (30) days. The matter may be referred to Pre-Arbitration by mutual agreement of the parties.

Pre-Arbitration

If the parties have agreed to Pre-Arbitration, they agree that they will hold a pre-arbitration meeting sixty (60) days prior to the start of the scheduled arbitration, with the intent of settling the grievance. If the parties cannot reach agreement, the grievance shall proceed to Arbitration according to this article.

All grievances and answers to grievances as provided herein, must be submitted in writing to the appropriate parties at each step in the grievance procedure.

Grievance involving discharge or suspension shall be initiated at Step 2 above.

If the Union fails to meet any of the foregoing time limits, the grievance shall be waived. If the Employer fails to meet any of the foregoing time limits, the Union can move the grievance to the next step. Any time limits may be extended by mutual agreement, set forth in writing and signed by the parties.

Arbitration

Any grievance which has not been resolved in accordance with the terms and conditions of this Agreement may be referred by the Union or the Employer to an arbitrator. The parties shall request a list of arbitrators from the Federal Mediation Conciliation Service ("FMCS"). The parties shall alternately strike names from such a list until one name remains, which person shall be the Arbitrator.

The decision of the Arbitrator shall be final and binding upon the parties hereto and all fees and expenses of the FMCS and the Arbitrator shall be borne equally by the parties.

The Steward and Grievant shall attend all grievance and arbitration meetings without loss of pay.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

The Employer may discipline or discharge a non-introductory period Employee for just cause. The Employer's normal disciplinary process will progress from verbal warning, to written warning, to final written warning, up to and including termination. The Employer generally will utilize progressive discipline, but in instances of serious misconduct, the Employer may skip levels of discipline, including proceeding directly to termination.

The Employer agrees to notify the Steward or Union Representative in advance of issuing any disciplinary action, verbal warning or greater, and provide the reason for such discipline.

ARTICLE 11 - CONDUCT STANDARDS

Company Equipment and Vehicles

The Employee agrees to exercise care, and follow all operating instructions, safety standards and guidelines when using the Employer's property, including computer equipment and hardware.

The Employee agrees to promptly notify the Business Representative if any property, equipment or machines appear to be damaged, defective or in need of repair.

Company Property

The Employee shall keep their work area neat and clean and use normal care in handling the Local's property. Any broken or damaged equipment shall be reported to the Business Representative as soon as possible so proper repairs can be made.

The use of company property for personal use must be approved by the Business Representative.

Other than laptops and cellphones, the removal of company property, including confidential materials, from the workplaces must be approved by the Business Representative. The parties agree that confidential materials, including personnel files, will be kept in a locked location.

Employee Conduct

Employees agree to conduct themselves in a professional manner during work hours and during company-related events. Egregious behavior during work or company-related events shall be grounds for discipline or dismissal, subject to Article 10 - Discipline and Discharge.

ARTICLE 12 - NON-DISCRIMINATION

The Employer and the Union agree there shall be no discrimination against any Employee or applicant because of membership in the Union or lawful activities on behalf of the Union, or because of race, color, religion, creed, national origin, ancestry, gender, gender identity and expression, sexual orientation, age, physical or mental abilities, political affiliation, marital status, medical condition, or veteran status.

Both the Employer and the Union are committed to the principles of honesty, just management, fairness, a safe and healthy environment free from the fear of retribution and respecting the dignity due everyone.

Therefore, the Employer and the Union agree:

- That ethical and fair treatment of one another is an integral part of providing high quality services to the members;
- To treat one another, regardless of position or profession, with dignity, respect and trust, and recognize and appreciate the individual contribution each of us makes in our daily work;
- To exhibit a personal, caring attitude toward each person we interact with and do so in ways that ensure courtesy, compassion, kindness and honesty;
- To treat one another in the ways we want to be treated ourselves, including clear communications of expectations regarding performance, support of individual and team opportunities for growth, and provisions of opportunities for input into decisions when they impact people directly.

The Employer and the Union shall be jointly responsible for improving communications among all levels of the organization and shall be jointly accountable for modeling and implementing the commitments of this section.

ARTICLE 13 - SENIORITY & LAYOFF

Seniority Defined: Seniority shall be computed from an Employee's most recent date of hire with the Employer. For the purposes of an Employee's benefits, layoff, recall and vacation scheduling, seniority shall be computed from the Employee's date of hire as defined above. If an Employee leaves the bargaining unit for any reason other than layoff or termination and returns to the bargaining unit within twelve (12) months, such Employee will retain their last seniority date. If a laid-off Employee is reinstated from the recall list, the Employee shall retain full seniority.

Layoff Defined. A layoff is defined as a mandatory reduction in work due to economic or restructuring reasons. If the Employer determines that a reduction of staff is necessary, the Employer shall meet with the Union representative(s) to bargain-the scope of the layoff and discuss any potential alternatives.

Order of Layoff. The order of layoffs shall follow seniority within each of the following departments:

- Administrative
- Accounting
- Representational
- Training
- Information Technology (IT)
- Membership
- Benefits

If a new department is added, the Employer will recognize the same Order of Layoff for that new department. If it becomes necessary to a create new department(s), OPEIU Local 251 shall be notified and given the option to negotiate the impacts of those changes.

In accordance with the foregoing, layoffs shall be in the inverse order of seniority, i.e., the last person hired shall be the first person laid off within the department and recalls shall be in the order of seniority, i.e., the last person laid off shall be the first person to be recalled within the department.

Notice of Layoff. Notice shall be given to all Employees in the affected department no later than forty-five (45) days prior to the effective date of the layoff.

Severance.

Layoffs less than sixty (60) days shall be considered temporary and no severance pay shall be paid.

In the event of a layoff equal to or more than sixty (60) days the laid-off Employee shall receive the following severance pay based on continuous service with the Employer:

- Employees with six months but less than one year of service shall receive one (1) week of severance pay.
- Employees with one year or more of service shall receive one (1) week's severance pay for each full year of service, not to exceed ten (10) weeks' pay.

Recall: Displaced Employees shall be placed on a reinstatement (recall) list for a period of one (1) year from the date of layoff. It is the displaced Employee's responsibility to provide current and accurate contact information so that they can be notified of a recall.

Recall Notification: The Employer shall attempt to contact displaced Employees subject to recall by phone call, certified U.S. mail and email. An Employee on the recall list must respond to the recall notice stating whether they are willing to consider a recall into a vacant position within fifteen (15) calendar days of the date of offer being sent.

Reinstatement: An Employee recalled and reinstated to their former position shall receive their former rate of pay in addition to any wage increases to which they would have been entitled had they not been laid off and which arose during the period they were on the recall list.

ARTICLE 14 - COMPENSATION AND WORK SCHEDULE

Non-Exempt Employees

Non-Exempt Employees are paid an hourly wage and are compensated for all hours turned in on a weekly timecard. Timecards must accurately record work hours with any absences during the day noted as time in / time out.

Exempt Employees

Exempt Employees are not entitled to overtime; however, they shall not be expected to work excessive hours as a result of this classification. Exempt Employees will be considered full-time for the purposes of contributions to the National Benefits Fund.

General Pay Information

Certain deductions will be made in accordance with federal and state laws, such as taxes, Social Security and Medicare.

The Employer makes certain contributions on behalf of each Employee as part of the Employer's benefits program. Each Employee may elect to have additional amounts deferred from their compensation for each pay cycle, which the Employer will forward to the program's annuity fund on the Employee's behalf

Overtime

Non-exempt Employees may be asked to work overtime.

Overtime compensation is paid to non-exempt Employees at one and one-half times their straight time rate for all hours paid in excess of eight (8) hours per day and forty (40) hours per week.

Non-Exempt Employees must receive authorization from the Business Representative before working overtime. Such authorization shall not be unreasonably withheld. After the Employee has worked overtime, the Employee must enter it on their timesheet prior to the close of that pay period.

Overtime pay is based on hours paid. Time taken for lunch or dinner is included as time paid for purposes of computing overtime.

Pay Schedule

Employees will be paid on every other Friday. If the regular payday falls on a holiday, payday will be the last regular workday before the holiday.

Work Hours and Location

The Employer follows a work schedule of 40 hours per week. The normal work day for non-exempt Employees is from 9AM to 5PM. The Business Representative may establish and approve alternative hours for Employees as needed. Employees who wish to work remotely must obtain approval in advance from the Business Representative, which approval shall not be unreasonably withheld.

Work Week

A normal work week consists of 5 to 7 workdays out of any 7 consecutive calendar days, commencing with the first day worked. Work weeks need not be the same for all Employees and may be adjusted with reasonable notice.

When a non-exempt Employee performs work on a 6th or 7th day at a workplace they will be compensated a minimum of three (3) hours or for time actually worked, whichever is greater, at the applicable overtime rates.

Rest Periods

Non-exempt Employees who perform a 5-day work week shall receive a minimum 54-hour rest period before commencing their next work week. Non-exempt Employees who perform a 6- or 7-day work week shall receive a minimum 32-hour rest period before commencing their next work week.

Compensatory Time

Exempt Employees will be provided one day of compensatory time off for any two full days of workplace weekend work performed in a calendar month. This compensatory time will not be calculated as leave time and must be used within 30 days of the date that it is earned.

The Employer may not offer pay in lieu of providing the minimum rest period or compensatory time off.

ARTICLE 15 - GENERAL EMPLOYMENT

Employee Classifications

Employees are either full-time or part-time. The Employer may hire temporary workers, including IATSE Local 480 members, and/or contract workers for fewer than ninety (90) days on a project and must provide notice to the Union for projects lasting longer than five (5) days. These temporary workers may be full-time or part-time.

Part time Employees customarily work fewer than twenty-five (25) hours per week. Part time Employees receive wages and benefits; however, they do not qualify for paid leave time. Employees that customarily work twenty-five (25) hours or more per week are considered full-time.

Employee Records

It is the Employee's responsibility to notify the Business Representative and the Office Manager of any changes in name, address, telephone number, marital status, number of dependents, military service status, beneficiaries, or person to notify in case of an accident.

Personnel Records are available for review only by the individual Employee, the Business Representative, and/or the Office Manager.

Employment of Relatives

The Employer will not knowingly hire immediate family members of Employees. "Immediate family members" includes but is not limited to an Employee's parent, child, spouse, domestic partner, sibling or in-laws, including step relationships.

This policy does not apply to temporary or contract hires, either full or part-time.

ARTICLE 16 - EMPLOYEE BENEFITS

Employee Benefits

The parties agree that the Employer will continue to contribute 100% of the cost for each full-time Employee to the IATSE National Health and Welfare Fund: Plan C-2 benefits.

Medical Reimbursement Plan (MRP)

The Employer will contribute \$150.00 per quarter per full-time Employee to the IATSE National Health and Welfare Fund: Medical Reimbursement Plan (MRP).

Retirement Saving Plan

The Employer provides an Annuity retirement savings plan for full time Employees who qualify to participate. The plan includes an optional provision for Employee tax deferred compensation contributions. The Employer will contribute daily (for each day worked) to a Pension plan for each Employee.

Workers' Compensation

The Employer provides insurance to compensate for any illness or injury an Employee might suffer while working on company premises, traveling on official company business, or attending an activity officially sponsored by the Employer.

The Employee must report the details of a work-related injury to the Business Representative as soon as possible. The Employee must complete a report for each injury, no matter how small, to keep coverage in force and to get any benefits or other compensation to which the Employee may be entitled.

ARTICLE 17 - MILEAGE REIMBURSEMENT

When an Employee is required to transport themselves during the workday for work-related purposes, they shall be paid a mileage allowance for such travel at the applicable IRS rate unless they are being provided with a car allowance. All mileage calculations are to be based on the shortest drivable route.

ARTICLE 18 - VACATION

Full time Employees are granted one hundred sixty (160) hours of vacation annually due on the first of January.

Unused vacation hours for all Employees expire annually at the end of the calendar year. After the first ninety (90) days of employment, newly hired Employees can begin using vacation hours, prorated from the date of hire.

All vacation requests must be pre-approved by the Business Representative of IATSE Local 480. The Employer will make every effort to schedule vacations to meet the Employee's requests so long as that scheduling does not interfere with the Employer's operational needs. When two or more Employees request the same vacation days off, and if the timing presents a conflict for the Employer, the determining factor will be seniority.

Employees who voluntarily separate from the Employer will be paid for all unused vacation hours.

ARTICLE 19 - SICK LEAVE

Current Employees are entitled to sixty-four (64) hours paid sick leave per calendar year, due annually on the first of January. Newly hired Employees are entitled to sixty-four (64) hours paid sick leave per calendar year prorated from the date of hire and can begin using sick leave hours immediately.

A. Reasons Employees May Use Sick Leave:

There are a variety of circumstances that may qualify for the use of Sick Leave, including, but not limited to:

- An Employee's own physical or mental illness, injury, or health condition;
- A family member's physical or mental illness, injury, or health condition;
- Preventative care for the Employee or a family member; and
- Absences resulting from the effects of domestic violence, sexual violence, abuse or stalking of the Employee or Employee's family member.

"Family" is defined as an Employee's spouse, domestic partner, child, foster child, sibling, mother, father, grandchild, grandparent, parent-in-law, grandparent-in-law, aunt, uncle, niece, nephew, cousin, individuals for whom the Employee is the legal guardian, foster equivalent family member, close friend, and any member of the Employee's household.

B. Scheduling and Using Sick Leave:

Employees may use accrued Sick Leave as soon as it is accrued. Sick Leave may be used in any increment.

All Employee benefits will continue during Sick Leave, so long as the Employee returns to work after taking Sick Leave and works at least one full day. Employees will need to pay any Employee contributions due during the Sick Leave.

C. Carryover of Unused Sick Leave:

At the end of each calendar year, Employees will carry over any unused Sick Leave, not to exceed sixty-four (64) hours.

Unused Sick Leave is not paid out when the Employee's employment ends.

D. Exhaustion of Sick Leave:

Employees who have exhausted their Sick Leave will be required to use their vacation to cover absences. Employees who do not have sufficient Sick Leave or vacation hours will not be paid for time away from work.

E. Non-Retaliation:

The Employer will not retaliate or discriminate against Employees for requesting or using their earned Sick Leave.

F. FMLA

The Employer will comply with the Family and Medical Leave Act in accordance with the law.

Eligible Employees on a qualified leave under the Family and Medical Leave Act shall be permitted to continue their medical insurance coverage as required by law.

ARTICLE 20 - LEAVES OF ABSENCE

Bereavement Leave

In the event of a death in the family, Employees shall be granted up to five (5) days leave with pay, per annum. Additional leave may be granted in extraordinary circumstances. For the purposes of this article, step relationships are equal to blood relations.

“Family” is defined as an Employee's spouse, domestic partner, child, foster child, sibling, mother, father, grandchild, grandparent, parent-in-law, grandparent-in-law, aunt, uncle, niece, nephew, cousin, individuals for whom the Employee is the legal guardian, foster equivalent family member, close friend, and any member of the Employee's household.

The Business Representative must approve all bereavement time.

Time Off To Vote

An Employee, who is a registered voter, shall, upon request, be granted reasonable unpaid time off from assigned duties to vote on the day of the election in a national, state, municipal, affiliated political party caucus, or tribal election.

If the Employee plans to take time off to vote, the Employee must provide the Business Representative with reasonable notice beforehand. The Employer may specify the hours during which the Employee may leave to vote.

Military Leave

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), The Employer prohibits discrimination against persons because of their service in the Armed

Forces, the Army National Guard and the Air Force National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency.

Jury Duty

The Employer supports Employees in fulfilling their civic responsibilities by serving jury duty when required and will fully compensate Employees for time they are required to serve on jury duty.

The Employee must inform the Business Representative as soon as possible after receiving a jury summons so that arrangements can be made to accommodate the Employee's absence, and the Employee will be expected to report for IATSE Local 480 work during jury service whenever the court schedule permits.

Benefits will remain in effect and unchanged for the full term of the Employee's jury duty absence.

Time Off From Work In Connection With Court Cases

The Employer recognizes that an Employee might be subpoenaed or otherwise required to serve as a witness in court cases or arbitrations. Employees called to testify will not be paid for the time they are away from work as a result of their participation in a court case or arbitration but may use available vacation days to cover their time away from work.

If the Employee is called to serve in such a manner, they shall notify the Business Representative as soon as possible.

ARTICLE 21 - HOLIDAYS

The Employer observes the following holidays:

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving
The day after Thanksgiving
Christmas Day

If any holidays are added in the future to the IATSE Area Standards Agreement, the Employer will observe them as well.

The Employee will be paid for these holidays if they:

- are a full-time Employee, and
- have worked the day before and the day after the holiday, unless time off has been approved in advance as vacation days.

Holidays that fall on a weekend will be observed either on a Friday or Monday, and the Business Representative will notify the Employees in advance.

Due to business needs, some Employees may be asked to work on a holiday. The Business Representative will make the request of the Employee at least two (2) days in advance. Non-exempt Employees will receive double time pay for holiday hours worked.

Compensatory Time

Exempt Employees will be provided compensatory time off for any Holiday hours worked, equal to the time worked. This compensatory time will not be calculated as leave time and must be used within 30 days of the date that it is earned.

The Employer may not offer pay in lieu of providing the compensatory time off.

Seasonal Shutdown

If the Employer chooses to engage in a seasonal shutdown, any regularly scheduled work days and recognized holidays within that shutdown will be treated as a workday for all Employees and paid at eight (8) hours for non-exempt Employees. These days may not be deducted from the Employees' vacation days.

The Employer must give thirty (30) days' notice of a seasonal shutdown to the Union and Employees.

Closing the office to members does not constitute a shutdown.

ARTICLE 22 - SAFETY

1. The Employer will not require any Employee to perform any work that the Employee reasonably considers to present a clear and present danger to their health and safety.
2. Complaints of unsafe conditions will be promptly investigated by the Employer and appropriate action will be taken if the Employer finds that an unsafe condition does exist.
3. The Employer will designate an individual as the responsible safety officer at each Employer facility.

ARTICLE 23 - WORK IN A HIGHER CLASSIFICATION

If part of the workday is worked in a higher classification, with prior approval by the Business Representative, than the classification under which the Employee is called for work, the higher rate shall prevail for the entire workday. The Employee reverts to their regular classification the next day unless notified to the contrary. However, the provisions of this Article do not apply unless the Employee is assigned to work in the higher classification for two (2) hours or more.

ARTICLE 24 - EMPLOYER REQUIRED CERTIFICATION

The Employer retains the right to require work-related certifications and/or mandatory training at its discretion and its cost. The Employee will be paid wages for any training time.

If an Employee is required to attend an off-site work-related certification and/or mandatory training, the Employer shall pay or reimburse the Employee for all work-related expenses and any costs associated with the off-site work-related certification and/or mandatory training including and not limited to travel time, overtime, course fees, licensing fees, exam fees, and travel costs including mileage, parking, per diem, airfare, taxi, ride app transportation, or shuttle, and single occupancy mid-scale or better hotel.

ARTICLE 25 - WAGES

New hires covered by this agreement will be paid no less than \$18.00 per hour.

The Employer reserves the right to bring in new hires with direct verifiable prior experience into an appropriate wage scale. No new hire shall be brought in above an existing Employee who is performing work in the same job classification.

All staff employed prior to ratification will be established into their position at no less than their current rate of pay.

The Employer shall give all Employees a 3% across-the-board wage increase effective each January 1 of each year of this Agreement.

If across-the-board raises of more than 3% for IATSE members under the Area Standards Agreement (ASA) are added in the future, the Employer will match the percentage for all Employees, effective the January first of the calendar year immediately following the ASA raises.

Administrative

<u>Contract Years</u>	<u>Admin 1.</u> – Administrative Assistant	<u>Admin 2.</u> – Administrative Assistant
Year 1. – 2023	\$20.60	\$23.69
Year 2. – 2024	\$21.21	\$24.40
Year 3. - 2025	\$21.85	\$25.13

Accounting

<u>Contract Years</u>	<u>Accounting 1.</u> - Auditor	<u>Accounting 2.</u> – Members Accounts Manager - Bookkeeper
Year 1. – 2023	\$24.40	\$27.58
Year 2. – 2024	\$25.13	\$28.41
Year 3. - 2025	\$25.88	\$29.26

Representation – Salary Exempt

<u>Contract Years</u>	<u>Rep. 1</u> – Field Representative	<u>Field Rep 2.</u> – Field Representative
Year 1. – 2023	\$66,950.00	\$95,480.88
Year 2. – 2024	\$68,958.50	\$98,345.31
Year 3. - 2025	\$71,027.26	\$101,295.67

Training

<u>Contract Years</u>	<u>Training 1. – Training Admin.</u>	<u>Training 2. – Training Coordinator</u>	<u>Training 3. – Exempt, Training director</u>
Year 1. – 2023	\$24.40	\$30.31	\$82,219.75
Year 2. – 2024	\$25.13	\$31.22	\$84,686.34
Year 3. - 2025	\$25.88	\$32.16	\$87,226.93

Information Technology

<u>Contract Years</u>	<u>IT Admin</u>
Year 1. – 2023	\$27.58
Year 2. – 2024	\$28.41
Year 3. - 2025	\$29.26

Benefits

<u>Contract Years</u>	<u>Benefits - Member Benefit Coordinator</u>
Year 1. – 2023	\$28.64
Year 2. – 2024	\$29.50
Year 3. - 2025	\$30.39

Membership

<u>Contract Years</u>	Membership – Membership Coordinator
Year 1. – 2023	\$24.40
Year 2. – 2024	\$25.13
Year 3. - 2025	\$25.88

ARTICLE 26 - NO STRIKE / NO LOCKOUT

There shall be no strikes, pickets, stoppages, or slowdowns by the Employees during the term of this Agreement, and there shall be no lockouts by the Employer during the term of this Agreement.

In the event that there is any strike, picket, stoppage, or slowdown during the term of this Agreement, the Union agrees that it will take every reasonable means to cause the Employees immediately to discontinue any of these activities.

ARTICLE 27 - ZIPPER CLAUSE

All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between OPEIU Local 251 and IATSE Local 480. The Agreement may be modified, but only in writing, upon mutual consent of the Parties.

ARTICLE 28 - DURATION

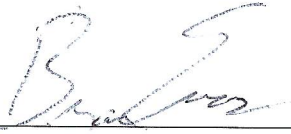
This Agreement shall become effective January 1, 2023 and shall continue in full force and effect until 11:59 pm, December 31, 2025 and will automatically renew from year to year thereafter, unless written notice to terminate or modify this Agreement is given by either party to the other at least ninety (90) calendar days prior to the expiration date of the Agreement.

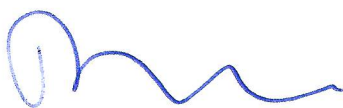
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative as of the day and year first written above.

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 251, AFL-CIO


Kelley Allen
President

INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES,
LOCAL 480, AFL-CIO


Bryan Evans
Business Representative


Rebecca Stair
President