



International Alliance of Theatrical Stage Employees

*Motion Picture Technicians, Artists and Allied Crafts of the United States,
Its Territories and Canada*

LOCAL No. 48

CHARTERED SEPTEMBER 9, 1897

Affiliated with the
Tri-County Regional Labor Council, AFL-CIO



11-CON-05-2683
2683-05
K30418
01/10/2014

AGREEMENT

BETWEEN

I.A.T.S.E. LOCAL No. 48

AND

THE UNIVERSITY OF AKRON

January 5, 2012

AGREEMENT

This Agreement made this 5th Day of January 2012, by and between Local No.48, of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, hereinafter designated as the "Union" and the University of Akron and its Board of Trustees, hereinafter referred to as the "University".

ARTICLE 1 **PREAMBLE**

Section 1. This Agreement shall set forth the rates of pay, hours of work and working conditions of employment and other matters set forth herein to be observed by and between the parties hereto during the term of this Agreement. This Agreement creates no obligations, rights or duties except as expressly stated herein and sets forth all of the terms agreed upon by the University and the Union.

Section 2. The express provisions of this Agreement for its duration constitute the complete and total collective bargaining contract which shall prevail between the University and the Union with respect to wages, hours of work and other terms and conditions of employment and other matters set forth herein. It is further understood that this Agreement can only be added to, detracted from, altered, amended or modified by a document in writing signed on behalf of the parties hereto by their duly authorized officers and representatives.

ARTICLE 2 **INTENT AND PURPOSE**

Section 1. The parties to this Agreement desire to establish and maintain mutual understanding and cooperation that will promote to the fullest the efficiency of operations and the quality and quantity of output. The parties, therefore, agree that they will cooperate to eliminate inefficiencies in any of the operations conducted by the bargaining unit employees. This means, among other things, the use of the most efficient techniques and methods, the prompt execution of all instructions issued by an employee's supervisor, and the performance by all employees of a full day's work for a fair day's pay.

Section 2. The Union agrees that it will support the University in its efforts to operate and manage the operations covered by this Agreement as efficiently and economically as possible, improve the services provided and maintain and preserve equipment, prevent accidents and strengthen goodwill between the University, its employees, and the students of the University.

ARTICLE 3 RECOGNITION

Section 1. The University of Akron recognizes Local No.48 as the sole and exclusive bargaining representative for all full-time and part-time Employees at the School of Dance, Theater and Arts Administration, employed in the following classifications: Theatre Technician, Production Assistant Costume and Production Assistant Technical employed by the University of Akron, with respect to wages, hours, benefits, and all other terms and conditions of employment.

Section 2. The University recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit certified by the State Employment Relations Board ("SERB" on September 10, 2004 in case No. 04-REP-03-0036.

Section 3. In the event the University changes the title or content of a job classification currently certified as being within the bargaining unit or creates a new job within the department with related duties, the university will notify the Union within five (5) work days following any such change or new job and meet (upon request of the Union) to discuss the inclusion of such job in the bargaining unit.

Section 4. The University will deduct regular monthly dues in the amount certified in writing to the University by the Union from the pay of any member who timely executes the Union's authorization form. No other authorization form will be recognized.

Section 5. Payroll deductions shall be made each pay period during which an employee is in active pay status. In order to commence check-off, the authorization card must be submitted to the Associate Vice President of Talent Development and Human Resources by the tenth work day prior to the pay day.

Section 6. Members who complete due deduction authorization cards will have their dues deduction continued for the term of this Agreement subject to their right to request cancellation of dues deduction during the ten (10) work day period immediately preceding any anniversary date of this Agreement. In order to exercise this check-off cancellation right, a member must notify the University and the Union by certified letter, return receipt requested, during the ten (10) day period.

Section 7. The Union shall indemnify the University against any and all claims, demands, suits, or other forms of liability or costs that shall arise out of, or relate to, any action taken or not taken by the University for the purpose of complying with the provisions of this Article.

Section 8. Within sixty (60) days following the effective date of this Agreement, the University will furnish to the Union a list showing the number of employees in each classification in the bargaining unit. The list will be updated quarterly upon request from the Union.

Section 9. Effective thirty (30) days following the beginning of employment, employees in the bargaining unit who are not members in good standing of the Union shall pay to the Union a fair share fee. This does not require any employee to become a member of the Union nor shall the fair share fee exceed dues paid by members of the Union who are members of the bargaining unit. The calculation and administration of the Union's fair share fee shall comply with ORC 4117.09 and with all constitutional requirements as defined by the federal courts. In order to permit the University a reasonable opportunity to verify the Union's compliance with the constitutional requirements, the Union will annually provide the University with the same package of materials which the Union intends to supply to University's fair share fee payers. Such materials shall be provided to the University no less than 30 days before each annual change in the reduction percentage is schedule to take affect. If the Union fails to timely provide such materials or if the University obtains a written opinion from the Attorney General of Ohio or special counsel appointed by the Attorney General that the Union's materials do not comply with constitutional standards, the University may place all fair share fees in a suspense account. If the parties are unable to reach a consensual resolution concerning the alleged defects, the Union may invoke arbitration to resolve the dispute as to whether the fair share fees should be released to the Union. The deduction of fair share fee from the payroll checks of employees and its payment to the Union is automatic and does not require the authorization of the employee. Payments by employees holding religious conscientious objections shall be governed by the ORC 4117.09(C). No employee shall be required to become a member of the Union as a condition for security or retaining employment.

Section 10. The University agrees to make every effort to forward checked-off dues to the Union within two weeks following the second payday of each month. All remittances shall be mailed by the University to: the Union [678 North Main Street, Akron OH 44310].

Section 11. Any member of the bargaining unit who has elected to become a member of the Union as of the effective date of this Agreement, or who elects to become a member during the term of this Agreement, shall remain a member in good standing, subject to the right of each member to revoke their membership at the same time as specified in Section 6 for revocation of dues check-off.

Section 12. In addition to dues, the University shall check-off payments to the IATSE PAC fund for an employee who presents a valid written authorization.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 1. Recognizing that Ohio law vests full authority and responsibility for the operation of the University in the Board of Trustees (the "Board"), it is understood and agreed that the University, acting by and through the Board and other duly constituted authorities, retains and reserves exclusively to itself all rights, powers, prerogatives, responsibilities, and authority conferred upon and vested in it by the laws and constitution of the State of Ohio and the United States, whether exercised or not. Except as otherwise provided expressly in this Agreement or

this Article, none of the rights reserved exclusively to the Board, as set forth in this Article, shall be subject to the grievance procedure set forth in Article 8 of this Agreement.

Section 2. Without limiting the generality of the foregoing, it is understood and agreed that, except as otherwise expressly provided in this Agreement, the University has the right to adopt new or modify or terminate existing rules, policies, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities, as such right existed prior to the execution of this Agreement. This includes the right to adopt, modify or terminate reasonable work rules that are not inconsistent with this Agreement. The University shall also have the right to take any action it considers necessary and proper to effectuate any management right reserved to it by Section 4117.08(C) of the Ohio Revised Code, including but not limited to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the University, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Utilize personnel, methods, and means in the manner deemed most appropriate and efficient;
- C. Hire and determine the size of its work force, including the number assigned to any work operation or job classification;
- D. Classify, promote, transfer, assign or retain employees;
- E. Establish or modify operational policies and procedures;
- F. Suspend, demote, discharge or take other appropriate disciplinary action against Employees for just cause;
- G. Determine work schedules and overtime and lay off employees in the event of lack of work or lack of funds or when continuation of such work is unnecessary;
- H. Determine the mission of the University and efficiently fulfill that mission including the transfer or alteration of any services or operations;
- I. Determine all methods, procedures and operations to be utilized and to continue, discontinue, or modify any existing or future practices or procedures;
- J. Re-organize, relocate, or discontinue any operations, equipment, or facilities, in whole or in part; and
- K. Establish and enforce consistent standards for services and criteria for evaluating work performance, with prior notice of changes in criteria being provided to employees.

Section 3. Except as set forth in this Agreement, The University of Akron shall not be obligated to continue any practice, policy or benefit that was or may have been in existence prior to the signing of this Agreement, and the continuation or modification of any such practice, policy or benefit. However, the University agrees that any discontinuance or modification of a practice, policy or benefit that is not set forth in this Agreement will be developed and implemented only after due consultation with the Union.

Section 4. To the extent that the University's exercise of its management rights affects an employee's terms or conditions of employment to a meaningful degree, the University shall provide the employee reasonable notice and an explanation of the change before the change becomes effective. This section, however, does not limit or prohibit the University's exercise of its management rights affecting employees' terms or conditions of employment without notice or an explanation.

Section 5. The Union may refer candidates/ applicants for a full or part time position; however, the Employer reserves at all times the right to make all decisions as to hiring of all candidates/applicants and may hire without preference for those referred by the Union or those not so referred.

ARTICLE 5 SCOPE OF JURISDICTION

Section 1. Work performed by members of the Bargaining Unit is generally performed on Campus at Guzzetta Hall, in the Theaters, the Ballet Center, Scene Shop, the Costume Shop, and for the Opera and Dance Institute at their facilities or in various venues on the University of Akron Campus.

Section 2. Nothing in this Agreement shall prohibit the University from utilizing faculty and/or students to perform work under the jurisdiction of the Union as has been the practice prior to the Execution of this Agreement.

Section 3. Members of the bargaining unit shall perform their assigned duties to support student productions sponsored by the College of Fine & Applied Arts. Bargaining unit members assigned to work in the Costume Shop will provide assistance in all aspects of costume construction; assist in daily operations of Costume Shop; transport, assemble, supervise and store costumes for shows; and perform other duties as assigned. Bargaining unit members assigned to work in Technical Theatre operations will provide assistance in all aspects of set design and construction; all production needs including lighting, sound and rigging; and perform other duties as assigned.

ARTICLE 6 WORKING CONDITIONS

Section 1. One member of the bargaining unit will be designated as the Steward on all calls.

Section 2. Wages shall be paid to Full Time Employees in accordance with wage scales established in Appendix "A" of this Agreement for the University of Akron. Wages in Appendix "B" shall be applied to all Part-Time Employees covered by this Agreement.

Section 3. All calls shall be a minimum of four (4) hours for employees in the classifications within the bargaining unit. All calls that refer to a minimum amount of hours, are considered a continuous hourly call. The one exception to this clause will be one production meeting per production.

Section 4. All employees shall receive one and one half (1.5) the regular rate after forty (40) cumulative hours of work in a work week. A work week will be defined as Monday through Sunday.

Section 5. All employees, if required by the employer to work on a Holiday, shall receive double the hourly rate for hours actually worked on Holidays recognized and observed by the University.

Section 6. All part time employees, in addition to their normal comfort breaks, will be entitled to a paid fifteen (15) minute work break if schedule for four (4) continuous work hours and a second paid fifteen (15) minute break if the part time employee works six (6) or more continuous hours. The two breaks may be combined if production permits.

Section 7. Rigging will be performed from personnel lifts or other appropriate equipment.

Section 8. Notice of cancellation of a call(s) shall be given to bargaining unit employees in the same manner as other University employees.

Section 9. Crews may be broken down after the majority of work is completed and minimums have been satisfied,

Section 10. The checks for payroll shall be provided by the University of Akron to the Employees on the regular pay periods as other University staff employees.

Section 11. A designated union representative may represent a bargaining unit member in disciplinary and grievance meetings with University representatives. The term “disciplinary” meeting refers to investigatory interviews with any supervisor that may foreseeably result in the University taking disciplinary action. It does not include routine supervisory encounters, including job evaluations. Designated union representatives and steward(s) shall perform their Union functions totally outside of working time and shall not interfere with other employees who are performing their work. No work time shall be used for Union business except for attendance at jointly called labor-management conferences. Unless the designated union representative received inadequate advance notice of a joint conference, each designated union representative shall notify their supervisor of the need to be absent no later than one hour after the designated union representative’s shift begins on the day in question. The Steward may request approval from the Associate Vice President of Talent Development and Human Resources for the purpose of discussing solutions to problems of mutual interest. Such approved work time will be with pay, but shall be limited to a maximum of one (1) hour in any calendar month. The one (1) hour time limit in any month may be extended by mutual agreement between the Associate Vice President of Talent Development and Human Resources and a Union officer to accommodate an unusual situation.

ARTICLE 7 BENEFITS

Section 1. Full time employees covered under this Agreement may participate in the University of Akron Health Care Plans as are offered to other full time staff employees.

Section 2. Full time employees covered under this Agreement will receive vacation and holiday benefits as offered to other full time University staff employees. Part time temporary employees covered under this Agreement are not eligible for vacation or holiday leave.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 1. Any bargaining unit member may bring a grievance. The term “grievance” means any dispute or difference between the University and the Union concerning the interpretation, application or terms of this Agreement, not otherwise exempted by law or excluded by this Agreement.

Section 2. Any grievance not filed or advanced within the time limits set forth herein shall be deemed waived and neither the Union or the University shall have any obligation to process it further. The failure to make a written answer shall be determined to be a denial of the grievance. Specified time limits shall be strictly observed and may only be extended by mutual written agreement.

Section 3. Most grievances arise from a misunderstanding which should be promptly resolved on an informal basis. Hence, before commencing the formal grievance procedure, the bargaining unit member must bring the matter to the attention of his or her supervisor within five (5) working days of the occurrence giving rise to the grievance or within five (5) working days of the time that the employee, with reasonable diligence, should have known of the occurrence giving rise to the grievance. The supervisor will give a verbal answer within five (5) working days. The employee may be accompanied by a designated union representative if they choose.

Section 4. No award of back pay shall be made for any time more than 5 days prior to the date the written grievance was first filed, and any amounts received by the employee in the form of interim earnings from another job and/or unemployment compensation shall be set off from any back pay award.

Section 5. Any grievance which cannot be informally resolved shall be processed only in the following manner:

A. STEP ONE

1. A bargaining unit member who believes they have a grievance as defined herein will reduce their grievance to writing by completing in full the grievance form and present the grievance to their supervisor within five (5) working days after the supervisor's answer in the informal process. The written grievance shall state the specific Article(s) and Section(s) of this Agreement alleged to have been violated, a statement of the relevant facts, and the specific relief requested. Any supervisor or other administrator designated to hear first level grievances will hold a meeting with the grievant and a designated union representative within seven (7) working days following submission of the grievance.
2. Within five (5) working days after the first step meeting, the supervisor will answer the grievance in writing on the grievance form and return it to the bargaining unit member and the designated union representative.
3. If the Union is not satisfied with the answer, they may appeal said answer by returning the completed grievance form within five (5) working days of receipt of the answer to the Directors of Dance, Theatre and Arts or other designated administrator. The grievance shall then proceed to Step Two.

B. STEP TWO

1. Within seven (7) working days after the submission of the Union's notice of appeal, the Director of Dance, Theatre and Arts and/or other designated administrator will hold a Step Two meeting. A designated union representative shall attend this meeting.
2. Within five (5) working days after the second step meeting, the University will answer said grievance in writing on the grievance form and return it to the Local 48 Business Representative.

3. If the Union is not satisfied with the answer, they may appeal said answer by returning the completed grievance form within five (5) working days of receipt of the answer to the Associate Vice President for Talent Development and Human Resources or his designee. The grievance shall, thereupon proceed to Step Three.

C. STEP THREE

1. The Associate Vice President for Talent Development and Human Resources and/or other designated administrator will hold a third step meeting within seven (7) working days of receipt of the bargaining unit member's notice of appeal.
2. The grievant may be represented at this level by the Local 48 Business Representative.
3. Within ten (10) working days after said meeting, the Associate Vice President for Talent Development and Human Resources and/or other designated administrator will give the University's final written decision to the Local 48 Business Representative.

Section 6. In unusual circumstances where a grievance affects a large number of bargaining unit employees and time is of the essence, the Union may advance to Step Three by notifying the University in writing within twenty-four (24) hours following the filing of the grievance. In such instances, the Step Three meeting will be held no later than the fifth work day following receipt of the Union's notice.

Section 7. If the Union is not satisfied with the University's Step Three decision, it may demand arbitration. Any demand for arbitration must be delivered to and received by the Associate Vice President for Talent Development and Human Resources within ten (10) work days after the date of the University's Step Three decision. Within five (5) work days following the University's receipt of the Union's demand for arbitration, the parties shall mutually request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) potential arbitrators. Within five (5) work days following receipt of such list, the parties will meet to select the arbitrator. The Union shall strike a name from the list and the parties will then alternate in striking names until only one (1) name remains. If the arbitrator chosen cannot serve, the parties shall request a new list and begin the selection process anew. Either party may exercise one time a request for the submission of another list of arbitrators from FMCS.

Section 8. All fees and expenses of the arbitration shall be borne equally by the University and the Union. The fees and expenses of the arbitration are defined as follows:

- A. The fees of a stenographer or reporter as requested by the arbitrator or either party and the associated transcription costs. If only one (1) party desires a transcript of the proceedings, the total cost for such transcription shall be paid by the party desiring the transcript. If the other party desires a copy, the total cost of such transcription shall be shared equally by both parties;
- B. The fees and expenses of the arbitrator used in the case;

- C. The rental fees of any facilities where the arbitration is conducted; and
- D. The wages of any employee witnesses who are summoned to appear as witnesses for either side shall be paid by the side who calls them. (It is understood that any bargaining unit members who are on call as witnesses shall work until called to testify.)

Section 9. The arbitrator shall be requested to submit an accounting for all of their fees or expenses. The arbitrator shall be requested to render their decision as quickly as possible, but in no event later than thirty (30) calendar days after the last day of the hearing unless mutually agreed by the parties.

Section 10. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator may not substitute their discretion for that of the University nor impose on either party an obligation not specifically required by the express language of this Agreement, the University Regulations or ORC Chapter 124. The arbitrator's decision shall be final and binding provided such decision does not exceed the jurisdiction of the arbitrator as set forth herein. Any award by the arbitrator shall not be retroactive to a date more than five (5) work days prior to the date the grievance was filed.

ARTICLE 9

PROHIBITION OF STRIKES AND LOCKOUTS

During the life of this Agreement and any period prior to its formal effective date, the Union, its officers, representatives, agents, members and the employees covered by this Agreement shall not encourage, cause or authorize, any strike, sympathy strike, general strike or any other work stoppage, slowdown, sit-in, picketing, boycott or other interference with the operations of the University. This Article shall apply regardless of whether these prohibited acts are in connection with a dispute between the Union and the University, or with respect to any other matter, even though it is not covered by the terms of this Agreement. It is agreed that in the event of a work stoppage, picketing, slowdown or other curtailment of work of any nature that is unauthorized by the Union, the Union shall, upon receiving notice thereof, immediately use all best efforts to end the work stoppage and that it will order those employees engaged in such illegal activity to return to work and immediately cease the violation. It is agreed that should an employee or group of employees violate any of the provisions of this Article, such employee or group of employees shall be subject to discipline by the University, including suspension or discharge, as the University deems appropriate in its sole discretion. In consideration of this pledge to have no work stoppages by the Union and employees, the University shall not lock out employees for the duration of this Agreement.

ARTICLE 10 **LEGALITY AND WAIVER**

Section 1. In the event any Article, section or portion of this Agreement shall be declared invalid by a court of competent jurisdiction or by a state or federal agency or is in contravention of any state or federal law or regulation, the remaining provisions of this agreement shall not be invalidated thereby and shall remain in full force and effect.

Section 2. The waiver of any breach or condition of this Agreement shall not constitute a precedent for any further waiver of any such breach or condition.

ARTICLE 11 **NON DISCRIMINATION**

Section 1. It is recognized that the University is a public institution for higher education duly organized and existing under the laws of the State of Ohio and operated, in part, for the education of students. To that end, both parties recognize their mutual obligation to promote efficient University operations and harmonious relations.

Section 2. The parties will abide by all laws pertaining to equal employment opportunity. There shall be no discrimination against any employee on account of race, color, religion, sex, national origin, disability, age, ancestry, Union membership or political affiliation.

Section 3. The parties agree that this Agreement shall be subject to the University's Affirmative Action Plan or any such Affirmative Action Plan adopted by the University in the future or as may be required by law.

Section 4. It is understood that all gender-based references to employees and bargaining unit members in this Agreement refer to both sexes.

ARTICLE 12
TERM OF AGREEMENT

Section 1. This Agreement shall become effective October 1, 2011 and shall continue in full force and effect until midnight on September 30, 2014.

Section 2. For purposes of negotiating a successor Agreement, each negotiating team shall be limited to a reasonable number of members. Meetings will be scheduled once a week unless mutually agreed otherwise. The parties shall negotiate without assistance for the first forty (40) days of the negotiation period. If no agreement has been reached by such date, either party may declare an impasse and invite mediation by Federal Mediation and Conciliation Service. The parties shall cooperate with the Federal Mediator and shall negotiate in good faith for the remainder of sixty (60) day negotiation period. This shall constitute the sole and exclusive means of dispute resolution and no other third party assistance or participation will be utilized unless agreed otherwise in writing prior to the 40th day of the negotiation period. Except for any mutually agreed period of confidentiality, both sides reserve the right to communicate with bargaining unit members concerning the nature of the respective proposals or to urge adoption or rejection of same; provided, that the University shall neither disparage the Union nor seek to conclude an agreement directly with the employees. The Union reserves its right to strike in accordance with ORC Chapter 4117 at the end of the negotiation period.

Section 3. Should any provision of this Agreement be found to be in violation of law, all other terms and provisions of this Agreement shall continue and the Union and the University shall meet and confer regarding the necessity of a substitute provision.

Signature Page to Follow

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Approved and signed this 7th day of March, 2013.

I.A.T.S.E. Local No. 48

By 
Helen Louie
Business Agent

By _____

By _____

By _____

By _____

The University of Akron

By 
TED A MALLO
Vice President and
General Counsel

By _____

By _____

By _____

By _____

APPENDIX "A"
Rates of Pay for Full-Time Employees

Theatre Technician – Grade 3

Minimum Rate of Pay: \$14.51 per hour

Current Rate of Pay: \$16.34 per hour

APPENDIX "B"
Rates of Pay for Part-Time Employees

Production Assistant Costume:

Starting Rate: \$ 9.00 per hour

Certified Rate: \$10.00 per hour

Production Assistant Technical:

Starting Rate: \$ 10.00 per hour

Rates of Pay

Rates of pay are effective 7/01/05. If an individual was hired after 7/01/05, the rate of pay will be effective as of the date of hire.

If a pool amount is established for merit wage increases for the classified staff which would become effective 7/01/06 and 7/01/07, bargaining unit members will receive an across the board wage adjustments in the same amount at the same time as the established merit pool provides (me too agreement).

If a pool amount is established for merit wage increases for the classified staff which would become effective 7/01/08, 7/01/09, 7/01/10 and 7/01/11, bargaining unit members will receive an across the board wage adjustment in the same amount at the same time as the established merit pool provides (me too agreement).

If a pool amount is established for merit wage increases for the classified staff which would become effective 7/01/12, 7/01/13 and 7/01/14, bargaining unit members will receive an across the board wage adjustment in the same amount at the same time as the established merit pool provides (me too agreement).