

**AGREEMENT BETWEEN  
THE DR. PHILLIPS CENTER FOR THE PERFORMING ARTS  
And  
MAKE-UP ARTISTS AND HAIR STYLISTS  
LOCAL NO. 798, I.A.T.S.E., AFL-CIO**

THIS AGREEMENT made and entered into this 3<sup>rd</sup> day of June 2019 by and between the Dr. Phillips Center for the Performing Arts, Inc. a Florida non-profit corporation located at 155 E. Anderson Street, Orlando, Florida, 32801 hereinafter referred to as the "EMPLOYER", and MAKE-UP ARTISTS AND HAIRSTYLISTS UNION LOCAL NO. 798, INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, hereinafter referred to as the "UNION."

**ARTICLE 1  
RECOGNITION**

The EMPLOYER recognizes the UNION as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours, and other conditions of employment for all employees of the EMPLOYER working as theatrical make-up artists and hairstylists (who shall, unless otherwise specifically designated, be referred to hereafter as "EMPLOYEES") at the Walt Disney Theater, Steinmetz Hall Theater in the Dr. Phillips Center for the Performing Arts, and Bob Carr Theater, in Orlando, Florida (hereinafter "THEATRE").

**ARTICLE 2  
SCOPE AND JURISDICTION**

1. The scope of this agreement will cover the employment of all EMPLOYEES by the EMPLOYER at the THEATRE for work that falls under the jurisdiction of the UNION.
2. The work jurisdiction of the UNION shall include, but is not limited to, the following: the load-in and load-out of all necessary supplies associated with hair and make-up for performance purposes; putting on or removing of wigs, styling wigs on performers, facial hair, and applying make-up (either facial or full body); the cleaning, setting, and restyling of wigs, hairpieces, or facial hair within the THEATRE.
3. All work outside the THEATRE (including without limitation, all lobbies outside of the THEATRE) is excluded from this Agreement. In the event that EMPLOYER, in its sole discretion, elects to assign work that is outside of the work jurisdiction of the THEATRE, such work shall be governed by the terms and conditions of this Agreement.
4. The EMPLOYER, at its sole discretion, may offer make-up and hairstylist EMPLOYEES work not within the scope and jurisdiction of the UNION and the EMPLOYEES may, in their sole discretion, accept or decline such work. Neither the offer to employ make-up and hairstylist EMPLOYEES to perform work not within the scope and jurisdiction of the UNION, nor acceptance of such work by make-up and hairstylist EMPLOYEES shall constitute a precedent or a past practice under this Agreement.

5. This Agreement does not apply for performances by the EMPLOYER's Resident Organizations (Orlando Ballet, Orlando Philharmonic, the University of Central Florida) within the THEATER.

### **ARTICLE 3 MANAGEMENT RIGHTS**

The EMPLOYER reserves to itself, and the UNION acknowledges, EMPLOYER's exclusive right to make reasonable rules and regulations necessary for the conduct and management of its business. EMPLOYEES hereunder shall be required to obey all such rules and regulations, as long as they do not conflict with the terms of this agreement and a copy shall be provided to the UNION and all EMPLOYEES in advance.

### **ARTICLE 4 REFERRAL OF WORKERS**

1. In hiring persons to perform services covered by the terms of this agreement, the EMPLOYER shall grant preferential consideration to those applicants who have previously been satisfactorily employed as theatrical make-up artists and/or hairstylists, within the geographical area of Orlando, Florida, and the area designated by the International Alliance of Theatrical Stage Employees as within the jurisdiction of Local No. 798.
2. The EMPLOYER agrees to contact the UNION for the purpose of providing employees to work under the terms of this Agreement and the Union agrees to honor all EMPLOYER requests for specifically named individuals, if available.
3. The EMPLOYER shall give the UNION advance notice of all vacancies for positions coming within the scope of this Agreement.
4. Staffing of Calls - The EMPLOYER shall have the exclusive right to determine staffing for any and all work calls, provided, however, that staffing requirements for Yellow Card productions shall correspond to the staffing requirements set forth on the production's "Yellow Card" (see Article 22 below).
5. This Article shall be interpreted and applied consistently with all applicable federal and state laws.

### **ARTICLE 5 WAGES**

1. The following wage rates shall prevail for the period November 1, 2017 through October 31, 2021.

<b>Employment Category</b>	<b>Effective 11/1/17</b>	<b>Effective 11/1/2018</b>	<b>Effective 11/1/2019</b>	<b>Effective 11/1/2020</b>
<b>Department Head</b>	\$32.55	\$33.36	\$34.19	\$35.05
<b>Make-up Artist/ Hairstylist</b>	\$28.94	\$29.66	\$30.40	\$31.16

2. When two or more persons are called for an engagement or attraction, the first person hired shall be designated as the Hair/Make-Up Department Head for the entire run of the engagement and paid at the Department Head rate as designated above. If only one person is called for an engagement or attraction, then that person shall be designated as the Hair/Make-Up Department Head. The time spent fulfilling the duties of the Head for payroll and other required administrative tasks, is time "actually worked" and is to be compensated as such. Payroll and other admin duties shall be contiguous with the call and not constitute a separate 4-hour minimum call without prior approval from management.
3. No EMPLOYEE shall be permitted to give his/her service gratis at any time, or for any reason, without the permission of the UNION.

#### **ARTICLE 6 PAYROLL PROCEDURES:**

All payroll related functions will be processed in accordance with the EMPLOYER's payroll schedule and processed through Employee Leasing Company or Payroll Service Company of EMPLOYER's choosing (hereafter known as "PSC").

1. The EMPLOYER will give UNION two (2) week written notification of any changes in payroll schedule.
2. The EMPLOYER, through an agreement with PSC, will pay statutory employee expenses and obligations such as FICA, Workman's Compensation and Unemployment Insurance.
3. The EMPLOYER, through PSC, will deduct appropriate employee related taxes, expenses and obligations such as Social Security.
4. The EMPLOYER, through its PSC, will make contributions for Health & Welfare and Annuity to the Funds described in Article 12 and shall direct its PSC to complete all necessary paperwork to conform with all policies and procedures related to the contributions into said funds.
5. The Employer, through an agreement with PSC, will deduct the percentage of an employee's wages specified by the Union as Union assessments, for each employee who has executed a written assessments deduction authorization, until such time as the employee revokes the authorization in writing. Said assessments will be mailed monthly

to the Union at the address specified in the preamble. The Union agrees to hold the Employer harmless for any claims by an employee as the result of deduction made there under by the Employer.

6. The UNION acknowledges that the EMPLOYER is relying on PSC to make all payments and deductions required by this Article 6 and, in recognition thereof, agrees that in the event that any of the payments or deductions under this Article 6 are not made, (i) the UNION shall seek recourse primarily from PSC with respect to such event, and (ii) the EMPLOYER shall only have liability to the UNION with respect thereto, if no payment has been remitted to the PSC by the EMPLOYER.

## **ARTICLE 7 PREMIUM TIME**

1. EMPLOYEES shall be compensated at one and one-half (1 ½) times their straight time hourly rate of pay for all work completed between the hours of 12:00 AM and 8:00 AM.
2. EMPLOYEES shall be compensated at one and one-half (1 ½) times their straight time hourly rate of pay for all work completed in excess of forty (40) hours in any one (1) week inclusive of holidays. The work week shall be Monday through Sunday. All required minimum calls in excess of four (4) hours that are paid but not worked shall not count toward the forty (40) hour requirement.
3. EMPLOYEES shall be compensated at one and one-half (1 ½) times their straight time hourly rate of pay for hours worked in excess of eight (8) consecutive hours.
4. EMPLOYEES shall be compensated at one and one-half (1 ½) their straight time hourly rate of pay for all work completed on the following holidays: New Year's Eve Day, New Year's Day, Martin L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve Day and Christmas Day.
5. EMPLOYEES shall be compensated at one and one-half (1 ½) times their straight time rate of pay for work on a Dark Day. A Dark Day is designated as the one day off in a performance week. A Dark Day should be designated before the week commences and if not otherwise designated, it shall be Monday.
6. There shall be no pyramiding or compounding of premium pay. One and one-half (1 ½) times the straight-time rate of pay shall be the highest rate paid under this Agreement. The Employer may not replace a person on the job to avoid payment of a higher rate.

## **ARTICLE 8 WORK CALLS**

1. Rehearsals- The minimum for all rehearsal calls shall be four (4) hours. Rehearsal calls shall be addition to any other calls. Rehearsal calls shall begin on the hour or half-hour.

2. Work Calls -The minimum for all work calls shall be four (4) hours. Work calls shall be in addition to any performance calls. Work calls shall commence either on the hour or half-hour.
3. Load-Ins - The minimum for a load-in shall be four (4) hours. Load-ins shall commence either on the hour or half-hour. Performance day load-ins shall be a two (2) hour minimum only if separated by a meal period from the performance.
4. Load-Outs-The minimum for a load-out shall be one (1) hour for EMPLOYEES who worked the attraction and four (4) hours for all other EMPLOYEES. Load-outs shall commence either on the hour or half-hour.
5. A continuity call of one (1) hour may be scheduled prior to or following a performance and paid at the prevailing hourly rate. A continuity call may be extended in one-half (½) hour increments, up to two (2) hours. If a continuity call extends past two (2) hours, the call shall be a four (4) hour minimum call. A full dress rehearsal may not take place during a continuity call.
6. Time in Excess of Minimums - All time in excess of any minimum call shall be compensated at the applicable hourly rate of pay in one-half (½) (Yi) hour increments.
7. There shall be no payment for overlapping or duplication of calls.
8. If EMPLOYEES are required to work more than ten (10) minutes after a performance for special events that take place on stage (e.g., autograph signings, meet and greets, receptions, television news tapings and other events that may take place following a performance) then EMPLOYEES shall be compensated at the applicable hourly rate of pay in one-half (1/2) hourly increments after the first hour.

## **ARTICLE 9 MEAL BREAKS**

1. All EMPLOYEES shall receive a meal period of one (1) hour to commence not earlier than three (3) hours nor later than five (5) hours after commencement of work, subsequent to the end of a performance, or the last meal period. EMPLOYEES may be rotated or staggered for meal periods. This provision shall not apply to a performance, which shall proceed without interruption. The Heads of Department will see that work proceeds as rapidly and efficiently as possible, but at the same time will see that EMPLOYEES receive appropriate breaks which may be on a staggered basis. Employer may at any time in lieu of a meal period, provide a hot meal of acceptable quality for all EMPLOYEES to eat on the job provided that one half hour be provided to consume the meal. EMPLOYEES shall remain on the clock for all meal periods or other breaks of less than one (1) hour.
2. In the event that any workers are not permitted either a one-hour meal period or an acceptable hot meal, then the Employer shall pay any such workers Fourteen Dollars (\$14.00) per half hour until a meal period or hot meal is provided.

3. If an EMPLOYEE receives a meal period of one (1) hour between the third (3rd) and fourth (4th) hour of work then such EMPLOYEE shall be guaranteed a two (2) hour minimum call upon return from the meal period.

#### **ARTICLE 10 REST PERIOD TURNAROUND**

1. There shall be eight (8) hours rest between daily work calls at the same facility in every twenty four (24) hour period. If any EMPLOYEE is required to work before he has had eight (8) hours of rest, the EMPLOYEE shall be paid time and one half (1 ½) the basic hourly rate of pay for the duration of the eight (8) hour rest period, in lieu of any other over time provision. For example, if an EMPLOYEE leaves at midnight and returns at 6 AM, he will receive time and one-half the basic hourly rate for the first two (2) hours of work.
2. It is understood the Union will not refer individual EMPLOYEES to the Employer who will not have had eight (8) hours of rest, unless the Employer so requests.

#### **ARTICLE 11 COMMERCIAL RATES**

1. For all television and commercial calls, EMPLOYEES shall be paid a one-time fee of seventy five dollars (\$75). This one-time fee shall cover the entire run of the performance for all media.
2. A television or commercial rate attraction shall be defined as one where the photographs, film or video images are utilized in connection with a profit motivated venture such as a souvenir booklets, national television commercials, record albums, or commercials for a product. Publicity stills and television or movie footage used for the promotion of the THEATRE or recordings that are sold for Arts Education or School Programs shall not be included in the definition of television or commercial rate attraction.
3. The foregoing, however, shall not prohibit the taking of news film footage not exceeding thirty (30) minutes in length and three (3) minutes of air time. News footage so taken shall not be used for the purpose of making documentaries, entertainment shows or television commercials.
4. During take-ins, rehearsals and run-throughs, EMPLOYEES shall not receive additional pay if pictures are taken which are not television or commercial rate attractions as defined in Article 11.2 above.
5. Photographs, film, or video images which are not television or commercial rate attractions may be taken at the applicable hourly rate during the continuity hour immediately preceding or following performances.

6. If photographs, film or video images are taken during a performance for television or commercial use as defined in Article 11.2 above, then the call shall be considered a commercial call.
7. Before a commercial performance, a meal break (whether worked or not) of one (1) hour shall interrupt continuity. After a performance, a meal break shall not interrupt continuity. Calls for the purpose of taking pictures which are not television or commercial rate attractions, and which are not in continuity, shall be subject to a four (4) hour minimum call.

## **ARTICLE 12 BENEFITS**

1. The EMPLOYER, through its PSC, shall contribute an amount equivalent to the applicable percentage indicated in Table 1 of Article 12 below of each EMPLOYEE's gross wages to the I.A.T.S.E. Annuity Fund (I.A.T.S.E. National Benefit Funds). Payment shall be due by the end of the month of employment.
2. The EMPLOYER, through its PSC, shall contribute an amount equivalent to the applicable percentage indicated in Table 2 in Article 12 below of each EMPLOYEE's gross wages to the I.A.T.S.E National Health & Welfare Fund.
3. The UNION may reallocate either all or part of the percentage designated to each fund, provided that the total EMPLOYER contributed percentage for the contract year as set forth in Section 12 Tables 1 and 2 below, is not exceeded and will notify the EMPLOYER no later than August 1 of each year of any changes to the division of the contribution between Health & Welfare and Annuity Benefits effective November 1 of such year.
4. The EMPLOYER shall direct its PSC to complete, execute, and return to the UNION the Participation Agreement required by the Trustees of the Annuity Fund. The contribution shall be remitted at such time and in such manner as provided in the Participation Agreement and pursuant to the rules and regulations of the Annuity Fund.
5. As used herein, "gross wages" on which Employer contributions shall be due shall cover and include all wages, compensation and remuneration paid to EMPLOYEES, inclusive of overtime and payments for holidays, vacation, and unworked time on a minimum call, prior to the deduction of payroll taxes.
6. The Employer shall contribute to the I.A.T.S.E Entertainment and Exhibition Industries Training Trust Fund during the term of this Agreement the amount of fifteen cents (\$.15) per hour for each hour worked or guaranteed an employee covered by this Collective Bargaining Agreement. All contributions to the Fund shall be payable no later than the fifteenth (15th) day of each month for the hours worked in the preceding month. All contributions shall be payable to the IATSE Training Trust Fund, and sent to P.O.Box 51317, Los Angeles, CA 90051-5617, along with a list of all covered employees and the total gross wages paid to each employee in the

reported month. The Employer agrees to be signatory to the IATSE Entertainment and Exhibition Industries Training Trust Fund, established in June 22, 2011 ("Trust Agreement") and to abide by and be bound by its terms and conditions, and any amendments thereto, and all policies and procedures of the Fund, including Collection of Contributions Payable by Employers, as related to the contributions due per the above referenced Collective Bargaining Agreement.

TABLE 1 Health & Welfare Contribution:

Year One	Year Two	Year Three	Year Four
14.00%	14.00%	14.00%	14.00%

TABLE 2 Annuity Contribution:

Year One	Year Two	Year Three	Year Four
8.00%	9.00%	10.00%	10.00%

### **ARTICLE 13 HAZARDOUS CONDITIONS**

EMPLOYEES shall not be required to work under hazardous conditions or in areas in which hazardous chemicals, such as spray paints, cleaning solutions, inks, dyes, etc. are being used when such materials present a hazard to the health and safety of the EMPLOYEES. An EMPLOYEE will not jeopardize any potential employment by refusing to perform work that is determined to be hazardous.

### **ARTICLE 14 HAIR PIECES REMOVED FROM THEATRE/ TOOLS**

1. Make-up artist(s)/hairstylist(s) shall accompany all appropriate wigs, hairpieces, and/or related items, whenever such items are removed from the THEATRE for use elsewhere in conjunction with the publicity or appearances of the performers, or for any other reason whatsoever, from the time of removal until the return of said items to the THEATRE. If no make-up artist/hairstylist is available, the Company supervisor or assistant will act in his/her place. This shall not apply to items removed from the THEATRE for purposes of repair or cleaning, or to items that are the personal property of a performer. Make-up artist(s)/hairstylist(s) assume(s) no responsibility for said items taken out of the THEATRE.
2. When said items are removed from THEATRE for use in television, film or publicity, etc., make-up artist(s)/hairstylist(s) involved shall be paid two (2) hours of extra pay if required



to take the items with them after the performance at night, and appropriate transportation reimbursement shall be provided for taxis, parking, mileage, etc.

3. Whenever an EMPLOYEE borrows an article, tool or apparatus for use in the THEATRE, such EMPLOYEE is acting as an agent of the EMPLOYER and the EMPLOYER shall be responsible for any loss or liability therefrom due to fire, theft, accident or any unforeseen cause, except in the case of willful misconduct or gross negligence, wherein the EMPLOYEE shall bear full liability.

## **ARTICLE 15 CANCELLATION OF CALLS**

At least twelve (12) hours' notice of cancellation is required to EMPLOYEES working a call or EMPLOYEES will be paid the minimum call at applicable rates. This twelve (12) hour notice shall not apply when such cancellation results from an Act of God, fire, national or local calamity, acts or regulations of any public authority, war, epidemic, storm or inclement weather.

## **ARTICLE 16 JUST CAUSE TERMINATION**

1. The UNION agrees that EMPLOYER has the right to replace and/or dismiss any EMPLOYEE for just cause shown, including, but not limited to recurrent tardiness, dishonesty, insubordination, theft or other unlawful conduct, incompetence, illegal drug or alcohol use, or a second failure to adhere to EMPLOYER's reasonable work rules, a copy of which will be provided to the UNION and all EMPLOYEES.
2. No EMPLOYEE shall report to work while intoxicated or under the influence of drugs or alcohol, other than as legitimately prescribed by a physician. Any EMPLOYEE who reports to work impaired or who uses or possesses either illegal drugs or alcohol within the THEATRE, shall be immediately removed from the call by the EMPLOYER, without the right to pay for that call. Any EMPLOYEE who is so removed by the EMPLOYER from a call shall be subject to discipline up to and including discharge for just cause.

## **ARTICLE 17 NON-DISCRIMINATION**

1. There shall be no discrimination against any EMPLOYEE or applicant for employment by reason of membership in the UNION or because of anything said or done in furtherance of the UNION.
2. There shall be no discrimination against any EMPLOYEE or applicant for race, color, creed, sex, religion, national origin, age, marital status, or because of physical or mental disability not affecting the individual's ability to perform his/her designated duties.

**ARTICLE 18**  
**ADMISSION TO PREMISES**

Any officer or duly authorized representative of the UNION shall be admitted to the premises of the EMPLOYER during normal working hours for the purpose of checking the performance of this Agreement by the EMPLOYER as long as there is no disruption in the work being performed. Any person so admitted shall comply with all rules and regulations of the EMPLOYER while on the premises. The UNION shall not exercise this right in an unreasonable manner.

**ARTICLE 19**  
**UNION PRIOR OBLIGATION**

As the UNION is a member of the International Alliance of Theatrical Stage Employees of the United States and Canada, nothing in this agreement shall be construed to interfere with any obligation the UNION owes to such International Alliance by reason of a prior obligation, but this shall in no event be construed so as to conflict with any applicable state or Federal laws or the terms of this Agreement.

**ARTICLE 20**  
**TRAVELING MAKE-UP ARTISTS, HAIRSTYLISTS**  
**AND WARDROBE SUPERVISORS**

1. The make-up artist or hairstylist supervisor and assistants may not perform duties normally assigned to wardrobe supervisor or assistants, and no wardrobe supervisor or assistant shall be allowed to perform the duties normally assigned the make-up artist or hairstylist. No actor may assist another actor in the application of make-up, wigs and/or hair pieces except on stage as part of the action of the production. Stage managers and assistants may not perform the normal duties of the make-up artist or hairstylist. Any variances shall be mutually determined by the Business Representative and Management.
2. Any makeup artist or hairstylist required to appear on stage during a performance in view of the audience shall receive a premium of ten dollars (\$10.00) per performance. An EMPLOYEE must be notified upon hire for a specific position that they will be required to appear on stage during a performance,

**ARTICLE 21**  
**EMPLOYEE DUTIES/EQUIPMENT**

1. Duties of make-up artists and hairstylists shall be limited to maintaining, cleaning, handling, distributing, packing or unpacking, and general supervision of all items relating to make-up and hair styling, including wigs, hair pieces, mustaches, sideburns, eyebrows, or any other artificial hairpieces provided and used by the production, and the recreation of any hair or wig styles designated for use in the production, with the supervision of the Producer's designated representative. The make-up artist/hairstylist will assist in the placement of microphones as designated by the designer, or the designer's representative, if placed within a wig or hairpiece, but will assume no responsibility for the proper functioning of any such device.
2. Make-up artists and hairstylists shall not be required to furnish any equipment for specific use in the performance of duties, such as combs, rollers, sprays, hair or wig dryers, blocks, repair materials, etc. Should the production require materials not furnished by the production, the make-up artist/hairstylist shall agree to shop such items at the expense of the production for labor and materials, and with the understanding that Management is aware of the additional duties assigned and shall compensate the EMPLOYEES for the additional duties. EMPLOYEES shall receive a minimum of one (1) hour of pay at the applicable rate of pay, with additional time paid in one-half (½) hour increments.
3. Kit Rentals
  - a. If the employee is required to bring their kit a minimum fee of \$20 per performance shall be charged. If the expenditure by the employee for expendables exceeds the kit fee, upon presentation of a paid receipt, management shall reimburse the employee for the expense.
  - b. If the Dr. Phillips Center for the Performing Arts provides the tools and expendables no kit fee will be owing.
  - c. Special Events: If there is a special event where a Make-Up Artist or Hair Stylist has to bring their full kit rather than a selected kit, usually because there is not enough information as to what is needed, the fee shall be \$100 plus reimbursement for any expendables that exceed the fee.

## **ARTICLE 22 YELLOW CARD ATTRACTIONS**

Staffing conditions pertaining to Road Attractions shall be consistent with the complement of EMPLOYEES required under the "Yellow Card" issued by the I.A.T.S.E. And such complement shall not be decreased without the specific authorization by the Producer of the Road Attraction and the International.

## **ARTICLE 23 GRIEVANCE AND ARBITRATION**

### **Section 1: GRIEVANCE:**

In the event that during the term of this Agreement, any dispute or disagreement involving the interpretation or application of the provisions of this Agreement, hereinafter referred to as a "grievance", arises between the EMPLOYER and the UNION or between the EMPLOYER

and any EMPLOYEE represented by the UNION, said grievance shall be handled in accordance with the following procedure:

Step 1: For EMPLOYEE initiated grievances, the grievance shall be submitted orally by the UNION or EMPLOYEE to the Vice President of Operations (or his designee) within seven (7) calendar days of the date of the event(s) giving rise to the grievance. The Vice President of Operations (or his designee) shall respond to the oral grievance within two (2) working days of its submission. In the event the Vice President of Operations (or his designee) is not able to resolve the grievance, the UNION or the EMPLOYEE may submit the grievance in writing as set forth in Step 2 below. All grievances initiated by the UNION or the EMPLOYER rather than by an EMPLOYEE or group of EMPLOYEES, shall be submitted in writing as set forth in Step 2 below.

Step 2: The grievance shall be reduced to writing and presented by the UNION to the Vice President of Operations (or his designee) or by the EMPLOYER to the President or Business Agent of the UNION (or their designee) within fourteen (14) calendar days after the date of the event(s) giving rise to the grievance. Such a written grievance shall be dated and signed and shall state the provisions of the Agreement involved in the grievance, the date(s) of the alleged violation(s), the facts on which the grievance is based, the name of the individual or individuals aggrieved, and the remedy sought. The designated representative of the EMPLOYER or the UNION, as the case may be, shall respond to the written grievance in writing within seven (7) calendar days of its submission. The designated representatives of the UNION and the EMPLOYER shall hold a meeting to discuss the matter within seven (7) calendar days of the written response and shall make good faith efforts to settle if at all possible. The decision, if any, of such representatives shall be final and binding upon the parties and any EMPLOYEE(s) concerned. Failure of the aggrieved party to serve a written grievance within the given time period will constitute a waiver of the grievance.

Step 3: If the designated representatives of the EMPLOYER and the UNION fail to settle the dispute within seven (7) calendar days of the meeting, either party may request that the matter be submitted for binding arbitration as set forth below in Section 2, Arbitration.

## **Section 2: ARBITRATION:**

1. Any grievance or dispute between EMPLOYER and the UNION concerning the interpretation, application or meaning of a provision in this Agreement that has been processed in accordance with the provisions of Article 23, Section 1 of this Agreement may be submitted to binding arbitration with an impartial arbitrator to be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, the Director of either the National Academy of Arbitrators or the FMCS Region shall be requested to submit the names of seven (7) disinterested persons who practice in the FMCS Region and are qualified and willing to act as impartial arbitrators. From such list, the UNION and the EMPLOYER shall each alternately strike one name until six (6) names have been

eliminated and the person whose name remains on the list shall be selected to act as the impartial arbitrator. The procedure to be followed in submitting the difference or dispute to the arbitrator, unless otherwise agreed upon by the parties, will be determined by the arbiter himself. Neither party waives, however, the right to a full hearing with the right to compel the production of evidence and witnesses, and cross examination.

2. The Arbitrator shall have no power or authority to add to, subtract from or in any way alter, amend, change or modify the terms of this Agreement. The Arbitrator's award shall be written and it shall be binding upon the EMPLOYER, the UNION, and the EMPLOYEES involved in the controversy. Upon satisfactory and appropriate proof, the Arbitrator shall have authority to award interest and exemplary damages. The parties hereby agree that the decision and award of the Arbitrator shall be final and binding upon both parties, without further right of recourse or appeal.
3. The fee and necessary expenses of the Arbitrator shall be borne equally by the EMPLOYER and the UNION.
4. Since all disputes, controversies or grievances arising out of this Agreement are intended to be resolved amicably, neither party shall take any step or institute any action whether by way of lockout, concerted refusal to work, work stoppage, strike, or otherwise to enforce or settle a grievance arising under this Agreement.

## **ARTICLE 26 NO STRIKE AND NO LOCKOUT**

It is hereby agreed that so long as the EMPLOYER complies with the above grievance procedure, the UNION agrees that there shall be no strike, slowdown, picketing, bannering, work stoppage or refusal to work by the UNION for any reason which has the effect of interrupting or delaying the service or operations of the Employer during the period of this Agreement. Similarly, so long as the UNION complies with the above grievance procedure, the EMPLOYER agrees that there shall be no lockout against EMPLOYEES during the period of this Agreement.

## **ARTICLE 27 TERM AND RENEWAL**

This Agreement shall be for a term commencing November 1, 2017 and ending October 31, 2021. At least sixty (60) days prior to its expiration day, the parties shall meet and confer for the purpose of negotiating the terms and provisions of a new agreement to take effect immediately upon the expiration hereof.

IN WITNESS WHEREOF, the parties here have set their hands to this Agreement by their duly authorized representatives this \_\_\_\_\_ day of June 2019.

**FOR THE EMPLOYER:**

Katherine Ramsberger  
Katherine Ramsberger

President

10 June 2019  
Date

**FOR THE UNION:**

Daniel D. Dashman  
Daniel Dashman

Business Agent

June 14, 2019  
Date