

A G R E E M E N T

By and Between

Seattle Rep

And

Teamsters Local Union No. 117

**Affiliated With The
International Brotherhood of Teamsters**



**Term of Agreement
July 1, 2019 – June 30, 2022**

NOTICE TO ALL MEMBERS

If you become unemployed, or are off due to an on the-job injury, in the jurisdiction of the Local Union, you will be put on a withdrawal status on request providing all dues and other financial obligations are paid to the Local Union, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current or request a withdrawal.

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SEATTLE REP

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AGREEMENT

THIS AGREEMENT is made and entered into by and between SEATTLE REP (hereinafter referred to as "the Employer") and Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as "the Union").

PREAMBLE

The Employer and the Union agree that the efficient and uninterrupted performance of Seattle Rep is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions as enumerated in this Agreement for employees of the Employer. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the Employer and its employees; effective methods for the prompt adjustments of differences, misunderstandings and disputes; and dignified and fair treatment of employees in the implementation of all policies and procedures. Therefore, this Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

ARTICLE 1 – WITNESSETH

The Employer agrees to the conditions and wage scales as hereinafter specified.

ARTICLE 2 – RECOGNITION

The Employer agrees to recognize the Union as the exclusive bargaining agent for all Ushers at the Bagley Wright Theater employed by Seattle Rep.

ARTICLE 3 – UNION SECURITY

3.01 Membership Requirement: It is recognized that proper negotiations and administration of negotiated agreements entail expense which is appropriately shared by all employees of the bargaining unit. To this end, each employee shall, as a condition of employment, pay to the Union the regular initiation fee and regular monthly dues uniformly required of members or shall pay equivalent amounts to the Union as agency fees. This obligation shall commence as of the first calendar month commencing at least thirty (30) days following the employee's date of hire, or the effective date of this Agreement, whichever is later. Employees with a bona fide religious objection to the foregoing which is based on bona fide religious tenets or teachings of a church or religious body of which said employee is a member may satisfy this obligation by paying equivalent amounts to a mutually agreeable charity.

3.02 Payroll Deduction: The Employer will deduct an amount equal to the Union, uniform monthly dues and/or DRIVE deductions from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Dues and/or DRIVE deductions will be transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to deductions covered thereby. The Union and each employee authorizing the assignment of his/her wages for the payment of the Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such Employer.

ARTICLE 4 – RIGHTS OF MANAGEMENT

Employees are responsible for the safety and comfort of audiences in attendance at the Bagley Wright Theater for performances produced or presented by Seattle Rep (SR). Employees are to ensure that all Usher positions at the Bagley Wright Theater are maintained in the most effective, efficient and courteous manner throughout each event according to the rules and regulations as established by the Employer.

ARTICLE 5 – EVALUATIONS, RESPONSIBILITIES, DISCIPLINE

5.01 Evaluations: Job performance of each employee shall be reviewed approximately four (4) months following the beginning of the Employer's regular October-May resident season as a means of affirming or adjusting the performance of all employees covered by this Agreement. Evaluations shall be conducted by the employee(s)' supervisor and/or designee. As a part of the evaluation process, the Employer shall make best efforts to meet with each usher to discuss the usher's performance upon request. The Employer agrees to supply the Union with a copy of each evaluation or other written notice resulting from these evaluations or any written notice of a disciplinary nature given to any employee.

5.02 Employee Responsibilities and Discipline: Examples of employee behavior that may result in disciplinary action include, but are not limited to: arriving late, canceling with fewer than four (4) hours before call time, failing to wear proper attire or failing to appear (excluding illness and emergency). When documenting any such incident, the Employer will detail the reasons for the incident and will give consideration to those instances involving unavoidable circumstances.

5.03 Discipline and Discharge: Discipline and discharge shall be only for just cause.

5.04 Employees may, upon request, review the contents of their personnel file, and may respond in writing to materials contained in their personnel file. Such responses shall be included as part of the employee's personnel file.

ARTICLE 6 – ADJUSTMENTS OF DISPUTES

6.01. Adjustments of all complaints, disputes, controversies and grievances arising during the term of this Agreement concerning the interpretation, application or performance of the terms of this Agreement shall be undertaken in accordance with the following procedure:

- a. Step 1: The grievance shall first be discussed between the aggrieved employee and/or the designated, on-the-job Union Steward and the Audience Services Director for the Employer.
- b. Step 2: If the dispute cannot be adjusted by these persons, the matter shall be reduced to writing with copies furnished immediately to the Union and the Employer so that their respective representatives can consider the matter further.
- c. Step 3: If no adjustment can be arrived at by either discussion or written exchange within thirty (30) days of the grievance being placed in writing (Step 2), the dispute may be submitted to a single arbitrator in Washington State pursuant to the voluntary labor arbitration rules of the Federal Mediation and Conciliatory Services. Submission must be made in writing within sixty (60) days following the date the employee or the Union initiated the grievance in writing.

6.02 Individual employees shall have no right to require an arbitration without the Union's consent. The expenses of the arbitration, including the compensation of the arbitrator, shall be shared equally by the Union and the Employer. Each side shall bear all costs of its witnesses and legal counsel. Nothing herein shall be construed to give the arbitrator the authority to alter, amend or modify any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding on all parties.

ARTICLE 7 – NO STRIKE OR LOCKOUT

7.01 There shall be no strike, lockout, boycott, interruption of work, stoppage, temporary walkout, or walkout for any reason during the term of this Agreement, except that if either party shall fail to abide by the decision of the arbitrator, after receipt of such decision, then the other party shall not be bound by this provision.

7.02 Neither the Union nor any of its officers, agents and members shall be liable for damages for unauthorized stoppages, strikes, slow downs or suspensions of work if the Union gives written notice to the Employer, within twenty-four (24) hours of receipt of notice from the Employer of such action, that it has not authorized the stoppage, strike, slow down or suspension of work.

ARTICLE 8 – JOB CLASSIFICATIONS

8.01 Job Classification and Rates: The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in Appendix "A", which is attached hereto and made a part of this Agreement. Job descriptions shall be set forth in Appendix "B".

ARTICLE 9 – UNION REPRESENTATIVES

9.01 Access: The Employer agrees that the Union Representative, with authorization from the Audience Services Director, shall have access to the premises for the purpose of administering the terms of this Agreement. Such access shall not disrupt the normal operations of the Employer.

Union Representatives and/or members not assigned to an event in progress shall not attempt to gain access to the Employer's premises during such event for purposes other than those stated above.

9.02 Bulletin Boards: The Union will be allowed access to and use of bulletin board space for the purpose of posting Union notices relating to general Union activities. All such notices prior to posting will be signed by an elected officer of the Union and cleared with the Audience Services Manager or designee.

ARTICLE 10 – GENERAL WORKING CONDITIONS

10.01 Work Week: The work week is Monday through Sunday.

10.02 Overtime: All time worked by an employee in excess of eight (8) hours in one (1) day, or forty (40) hours within one (1) week, shall be compensated at the overtime rate of one and one-half (1½) times the established regular rate of pay.

The base rate from which the overtime rate shall be computed is the rate of the position to which the employee is assigned while working on an overtime basis. There shall be no pyramiding of overtime pay.

10.03 Minimum Call: Employees called to work an event shall be paid a minimum of four (4) hours at the straight time rate of pay and shall remain on duty for the number of hours required up to a full four (4) hours and beyond as necessary. Employees who report to work but leave for personal reasons prior to completing their assignment will not be paid the four (4) hour minimum but shall be paid only for those hours actually worked.

Time worked beyond the initial four (4) hour call will be rounded upward to the next quarter hour.

10.04 Breaks: Employees who are required by the Employer to work at least four (4) consecutive hours at a performance where the employee must remain visibly on duty as assigned at all times, shall be entitled to one (1) fifteen (15) minute break, as scheduled by the supervisor to be taken in a designated area, for each four (4) hour period.

10.05 Attire: The Union and the Employer hereby agree that a proper visual image of Ushers, as presented to the public is essential and, as such, employees are required to wear appropriate business attire. A white dress shirt, black pants/skirts, black shoes, black socks, black vest (Seattle Rep logo vest, if required during the term of this Agreement) or coat, tie or scarf, flashlight and nameplate are required at all times. Nameplates, flashlights, and Seattle Rep logo vests, if such vests are required during the term of this Agreement, will be provided by SR. Clothing and accessories must be considered as business appropriate by the Audience Services Director or Supervisor on duty. Seattle Rep provided logo vests, if the Seattle Rep branding and logo is implemented during the terms of this Agreement, shall fit each Usher based on their actual size, and any altering and all cleaning shall be paid for by Seattle Rep.

10.06 Safety Standards: All work shall be done in a competent and safe manner and in accordance with State of Washington Safety Codes and City of Seattle Rules.

10.07 Meals: Employees who work in excess of eight (8) consecutive hours in one (1) day shall be paid six dollars (\$6.00) in lieu of a meal.

10.08 Added Duties: Any employee assigned the scheduling function or related administrative work, including employee meetings or wardrobe functions, shall be paid only for the actual hours worked.

10.09 On-The-Job Injury: An employee injured on the job, and required to leave the job site due to the injury, shall be compensated for a four (4) hour minimum call, or for the number of hours specifically scheduled for the employee for that assignment. In no event shall the employee be compensated for more than eight (8) hours.

10.10 Employee Recognition Program: Seattle Rep (SR) recognizes the commitment and dedication of all employees and desires to recognize those who have provided exceptional long-term service.

The Employer and the Union shall work together in developing an Employee Recognition Program, and the committee formed shall include a minimum of one (1) Union Member.

SR will annually recognize years of service in five (5) year service increments.

ARTICLE 11 – LEAVES OF ABSENCE

- 11.01 Procedure for Requesting Leave: A leave of absence will be granted provided:
- a. The employee requests the leave in writing.
 - b. The request is received by the Supervisor ten (10) days prior to the date requested, except in an emergency or as set forth in Section 11.02(a).

- c. The reason for the leave is consistent with Section 11.02.

The employee will be given a written response within seven (7) calendar days of his or her request for a leave of absence. If the leave is granted, the duration of the leave will be stated in the response. All extensions, if granted, shall be authorized in writing. The employee will neither gain nor lose seniority during an authorized leave of absence.

11.02 Duration of Leave: The minimum period for a leave of absence shall be one (1) week. The duration of a leave of absence shall be in accordance with the following:

- a. Disability – for the period of time of disability up to twelve (12) months. In cases of such disability, the employee must submit a request for a leave of absence within two (2) weeks from the day he/she was off the job, or released from a hospital if the disability was unanticipated. The Supervisor may require reasonable proof sufficient to verify the employee's need for a medical leave of absence and the employee's ability to return to work.
- b. Military Service – for the period of time necessary to serve in the Armed Forces of the United States.
- c. Business Reasons – for up to a total of ninety (90) days in a twelve (12) month period.
- d. Other Reasons – including, but not limited to, family circumstances, travel, education, and other reasons that the Supervisor or his or her designee considers valid, for up to a total of ninety (90) days in a twelve (12) month period.

The combination of leave for "c" and "d" above may not exceed one-hundred twenty (120) days in the same twelve (12) month period.

11.03 Return From Leave: The employee shall notify the Supervisor in writing of his or her availability for work by the date of the expiration of an authorized leave of absence, or whenever the employee is available for work, whichever occurs first. The employee who does not make contact with the Supervisor in accordance with this Section of the Agreement, will be notified of this noncompliance by a certified letter requiring the employee to respond within ten (10) calendar days of receipt of same. Should the employee fail to be available for or accept work thereafter, he/she will be considered to have quit his or her employment.

The employee will be reactivated on the call list(s) within five (5) days after the Supervisor or his or her designee is notified by the employee that he/she is ready to return to work.

ARTICLE 12 – SAVINGS CLAUSE

If an Article of this Agreement or any Addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any

article should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

ARTICLE 13 – NON-DISCRIMINATION

The Employer and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, political ideology, ancestry, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification reasonable necessary to the operations of the Employer. Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to both genders.

ARTICLE 14 – WORK ASSIGNMENTS

Work Assignment procedure for Ushers in the Bagley Wright Theater shall be as follows:

14.01 Prior to the beginning of each season, the Employer will provide to all employees a timeline featuring all the dates for the coming season, to include performance dates for all productions; dates of Availability Roster posting and deadlines; and dates for schedules distribution.

14.02 An Availability Roster with the listing of performance dates and call times will be posted at a central location in the Bagley Wright Theater no later than five (5) weeks prior to the first shift for any production. At the same time, an availability page on the Employer's website (www.seattlerep.org) will also be posted. All employees on the Seniority List will be included on the Roster, and issued a log in for the website. Employees agree to indicate a minimum of twenty percent (20%) of the number of performances in a production for which they are available to work per production. A minimum of four (4) performances shall be worked by an employee per production, unless the Usher is assigned to fewer than four (4) performances or is on an approved leave of absence. Failure to work the minimum of four (4) shifts may result in disciplinary action.

14.03 Each employee will submit their availability in the open shifts in their allotted week. Employees shall have four (4) days from Tuesday through Friday to complete their entries on the Availability Rosters, indicating their preferred shifts and availabilities. Assignments shall be made in accordance with preferences as indicated on the Rosters and by seniority to the available open shifts.

14.04 Employees who have chosen not to designate their preferences or have failed to complete the Availability Roster by the designated time must contact the Employer to provide notice of availability within five (5) days following the deadline for the completed Availability Roster, and will be scheduled on a first come, first-served basis after assignments are made from the Availability Roster.

14.05 After making assignments for each production, the Employer shall e-mail to each employee who chooses to use the internet a Master Schedule no later than one (1) week prior to the first shift of the new schedule. The Employer shall post a hard copy on the premises the same day, with additional copies available for any employee who requests one. In addition, the Employer shall continue to mail the Master Schedule to those employees who choose that option. The employees shall indicate their desire to have the Master Schedule mailed to them by filling out the Employer's form. Any employee who reports for a call that he/she has not been assigned, shall not be compensated unless he/she is then assigned to work the performance and works the same.

14.06 Assignments of work shall be by seniority. In cases of cancellation by an employee, the work assignment may be offered by the employee to another employee on the replacement/substitution roster. The replacement Usher shall not assume the seniority of the substituted Usher. The replacement Usher shall be placed wherever their seniority takes them on the replacement/substitution roster. In the event the employee finds a replacement, failure to work their scheduled shift will not be counted against them as an absence. The Employer may offer and assign the work to an employee by broadcast email or to those employees that are available on site, in the event an employee cannot, or does not, find a replacement for their shift. In the event of a balcony closure, the least senior person(s) on the replacement/substitution roster shall be cut.

14.07 On the occasion when the balcony is closed, the three (3) least senior ushers who have signed up and been assigned for a shift, will have their shift cancelled. Every effort will be made to make balcony closure decisions early in the week and management will notify any affected ushers as soon as possible. If the employee is not provided work and if the employee does not receive two (2) days' notice of cancelation of shift the employee will be compensated for lost time.

14.08 The Employer shall provide the Union a seniority list of all bargaining unit employees.

14.09 Seniority shall be determined by years of service within the bargaining unit.

14.10 Joint Labor-Management Committee Review: The Union and the Employer agree to submit the issue of dispatch procedure to the Joint Labor-Management Committee (JLMC) review at the request of either party during the life of this Agreement if either party believes that the procedure is presenting too great a hardship on its constituents or that the procedure is too problematic for its continued application.

ARTICLE 15 - WASHINGTON PAID FAMILY AND MEDICAL LEAVE

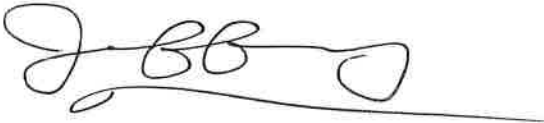
The Employer and employee will each pay fifty percent (50%) of the covered employee's premium of Paid Family and Medical Leave, pursuant to RCW 50A.04.115(3)(d) for all eligible bargaining unit employees.

ARTICLE 16 – TERM OF AGREEMENT

This Agreement constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

This Agreement shall become effective commencing July 1, 2019 and shall remain in effect through June 30, 2022, and shall continue thereafter from year-to-year unless at least sixty (60) days prior to July 1 of any subsequent year either party shall file written notice with the other of its desire to amend, modify, or terminate this Agreement.

SEATTLE REP



JEFFREY HERRMANN
Managing Director

20/25/29
Date

**TEAMSTERS LOCAL UNION
NO. 117/IBT**



JOHN SCEARCY
Secretary-Treasurer

9/30/19
Date

APPENDIX "A"

Wage Rates

A.1 **Usher Wage Rate** – The hourly wage rate for the job classification of Usher shall be as follows:

| <u>Effective</u> <u>9/1/19</u> | <u>Effective</u> <u>9/1/20</u> | <u>Effective</u> <u>9/1/21</u> |
|---|---|---|
| \$16.28 | \$16.77 | \$17.27 |

APPENDIX "B"

Definition of Usher Classifications

- A. Service performed by Ushers will include:
1. Control movement of patrons through main entrance
 2. Direct patrons to seats indicated on ticket stubs
 3. Dispense programs to the public
 4. Assist patrons with their inquiries and complaints
 5. Refer complaints that cannot be resolved to the House Manager on duty.
 6. Locate patrons and deliver messages in emergency situations
 7. Open, close, as well as monitor doors and generally assist patrons during intermission(s) and after the performance
 8. Keep aisles clear at all times in conformance with fire regulations
 9. Take appropriate corrective action for emergency or unsafe conditions where possible
 10. Inform the Audience Service Director immediately of an emergency or unsafe condition
 11. Scan/stub tickets
 12. Direct patrons to Patron Services Office to resolve ticket issues
 13. Relieve Ushers for breaks during performance
 14. Open front doors and act as Door Attendant at intermission
- B. Required Supplies: Employer provided scanner, pen and flashlight
- C. The Employer shall make flashlights and batteries available to the employees at each event and at no costs to the employees.

LETTER OF UNDERSTANDING

By and Between

SEATTLE REP

And

TEAMSTERS LOCAL UNION NO. 117

**Affiliated with the
International Brotherhood of Teamsters**

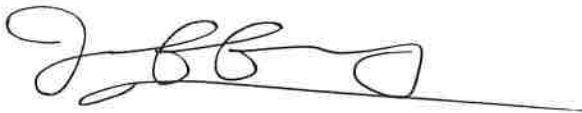
Re: Scheduling Incentive Program

Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union") and Seattle Rep (hereinafter referred to as the "Employer"); agree that this Letter of Understanding shall apply for the 2019 – 2022 Labor Agreement by and between Seattle Rep and Teamsters Local Union No. 117 as follows:

The parties agree that during the course of this year's season the Employer will develop a scheduling incentive program. The general components of the plan shall be as follows:

- The Employer will provide an incentive to each employee if the schedule is fully staffed and employees have signed up for all shifts.
- The Employer will advise the specific incentive upon the schedule being posted for sign up and all employees will be notified of the incentive.

SEATTLE REP



JEFFREY HERRMANN
Managing Director

20/25/29
Date

**TEAMSTERS LOCAL UNION
NO. 117/IBT**



JOHN SCEARCY
Secretary-Treasurer

9/30/19
Date



TEAMSTERS LOCAL UNION 117

Affiliated with the International Brotherhood of Teamsters

General Public and Private Sector Employees and Special Services Employees in King and Pierce Counties and Employees of the State of Washington

WEINGARTEN RECOMMENDATIONS TO EMPLOYEES¹

The Union recommends employees take the following steps to protect their jobs²:

1. If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward present. If possible, notify the steward or other Union official of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.
2. If you are unable to obtain representation before entering the meeting, you should:
 - a. Ask whether you are free to leave the room if you choose to do so;
 - b. Ask whether anything said at the interview could lead to disciplinary action or discharge;
 - c. If so, ask that (1) a Union representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union representative in private prior to the questioning;
 - d. If a Union representative is unavailable, ask that the meeting be postponed until a Union representative can be present;
 - e. In the event the employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU COMPLY WITH THEIR DEMANDS, INCLUDING ANSWERING THEIR QUESTIONS. HOWEVER, YOU SHOULD STATE THAT YOU ARE DOING SO ONLY UNDER PROTEST.

¹ These recommendations do not apply when an employee faces possible criminal charges. Such employees should obtain the advice of an attorney.

² These recommendations are not appropriate in some industries and should be tailored to reflect contract and internal Union procedures.