



COLLECTIVE BARGAINING AGREEMENT

Between



And

COMMUNICATION WORKERS OF AMERICA
AND ITS LOCAL

CWA LOCAL 1101

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AGREEMENT

THIS AGREEMENT is made and entered into effective 5/23/2025 by and between IATSE Local 161 (hereinafter referred to as the “Employer”) and the Communications Workers of America, AFL-CIO and its Local 1101 (hereinafter referred to as the “Union” or “Local”).

ARTICLE I. RECOGNITION

Section I.01 IATSE Local 161 recognizes The Communications Workers of America and its Local 1101 as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment on behalf of all covered employees in the bargaining unit set forth in Section 2, below. The term “employee” or “covered employee” as used in this Agreement shall mean a bargaining unit employee, unless otherwise specified.

Section I.02 Excluded from the bargaining unit: All supervisors, managers, confidential employees, and guards, as defined in the National Labor Relations Act; including but not limited to the Business Agent, the Assistant Business Agent, Field Representatives who are employed directly by another IATSE Local Union but provide services to Local 161 through a servicing agreement, and Local 161 members hired to perform work on a temporary basis of six (6) months or less.

Section I.03 Establishment of New Titles – In the event that the Employer creates a new title then the Employer may temporarily set the minimum salary for such title. The Employer shall notify the Union in writing of the new job title and its corresponding minimum salary. If the Union disagrees and wishes to negotiate over the temporary minimum salary set by the Employer, it shall send a written request to bargain within seven (7) days of receiving the Employer’s notice. If no request is made, then the temporary minimum salary shall become permanent. If a request is made, then the parties shall meet within a period of thirty (30) days to attempt to reach an Agreement. If no Agreement is reached, then the Union may submit the dispute to arbitration. Both parties shall submit to the arbitrator their final minimum salary proposal and the arbitrator shall select the appropriate one.

Section I.04 Members of IATSE Local 161 Executive Board and or Trustees who accept a position that falls under the recognition clause in this Article will resign their position on the Executive Board and or Trustee, prior to their employment of the new position and will fall under the terms and conditions of this agreement. Employees who were granted membership of IATSE Local 161 due to employment with the Local shall withdraw from membership upon ratification of this Agreement. Employees who were

members of IATSE Local 161 prior to their employment with the Local based on work in a covered craft may retain their membership at the title previously worked under and will not be eligible to hold a seat on the Executive Board or as a Trustee while employed directly by the Local. All dues or assessments associated with membership shall remain the sole responsibility of the member.

Section I.05 No employee shall have their salary reduced as the result of implementing the wage minimums.

ARTICLE I. UNION SECURITY

Section I.01 Effective thirty (30) days following the effective date of this Agreement, each employee employed on or before such effective date and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic Union dues to extent permitted by law.

Section I.02 Employees covered by this Agreement employed after the effective date thereof shall, on or after the thirtieth (30th) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues to the extent permitted by law.

Section I.03 The foregoing shall be subject to any prohibitions or restrictions contained in the applicable state laws.

ARTICLE II. PAYROLL DEDUCTION OF DUES

Section II.01 IATSE Local 161 agrees to make collections of Union dues / CWA COPE-PAC contributions weekly through payroll deductions from the employee's pay upon receipt of a written authorization form signed by the employee and delivered by the Union to IATSE Local 161. This authorization shall continue in effect until canceled by written notice from either the Secretary-Treasurer of the Union or the employee as set forth in the Payroll Deduction Authorization for Union Dues card.

Section II.02 IATSE Local 161 shall bear the full cost of dues deduction as set forth in Section 4.01, except that the Union agrees to print the dues deduction authorization cards in a form approved by IATSE Local 161 and the Union.

Section II.03 The Union shall indemnify and hold IATSE Local 161 harmless against all claims, suits, orders, or judgments brought or issued against IATSE Local 161 because of the action taken or not taken by IATSE Local 161 under the provisions of this Article.

Section II.04 IATSE Local 161 also agrees to electronically remit the amounts so deducted to the designated representative of the Union on a monthly basis, not later than the tenth (10th) of the month following the month in which the deductions were made, and to furnish the Union a list of employees in the bargaining unit, including their name, title, date of birth, seniority date, rate of pay, home address, personal email address and phone, status (whether on a leave of absence or active), amount of dues deducted (if any), and a unique identifier, such as payroll number.

ARTICLE III. NO STRIKES OR LOCKOUTS

During the term of this Agreement and any extension of this Agreement:

Section III.01 IATSE Local 161 shall not lock out its employees.

Section III.02 No strike shall be caused or sanctioned by the Union, or its members, and neither the Union nor any of its members or representatives, nor any employee, shall call, cause, authorize, instigate, participate in, aid, condone, encourage, ratify, or engage in any stoppage of work, sit-down, stay-in, or other strike, picketing, walk-out, or slowdown, or other interference with the Employers business, or publicize by any means whatsoever that IATSE Local 161 is unfair (an individual's opinion posted on a social media platform shall not constitute a violation of this provision) or that there is a dispute between IATSE Local 161 and any labor organization, or prevent or attempt to prevent, the access of any person to the Employer's premises for any reason whatsoever, or interfere, or attempt to interfere, with the Employer's clients, materials, equipment, or business for any reason whatsoever; and

Section III.03 The Union will not cause or engage in, nor will any employee take part in, any boycott directed against the Employer, its clients, or services, or engage in any other economic action detrimental to the Employer.

Section III.04 Neither the violation of any provision of this Agreement by either party hereto, nor the commission of any act by either party constituting an unfair labor practice shall excuse the Employer, the Union, any of its members or representatives, or any employee from their obligations under the provisions of Section 1 of this Article.

Section III.05 In the event of any violation or violations of any provision of Section 1 of this Article by the Union, its members, or representatives, or by any employee:

- (a) Shall be subject to discipline, including discharge; and
- (b) The Union shall, upon notice from the Employer, immediately direct such employee to resume normal operations immediately.

Section III.06 In the event of any alleged violation or violations of any provision of Section 1 of this Article, either party hereto shall have the right to pursue any legal or equitable remedies with respect thereto to which it may be entitled in a court of competent jurisdiction.

ARTICLE IV. SENIORITY

Section IV.01 Seniority shall be defined as an employee's continuous service with IATSE Local 161. Additionally, employees who have service as an intern or a temporary employee in the prior twelve months from their date of hire as a regular employee shall have their time as a fellow or intern bridged upon hiring. Seniority within a job title classification will be taken into consideration for the following:

- (a) Vacations,
- (b) Layoffs,
- (c) Promotions

ARTICLE V. DISCIPLINE AND DISCHARGE

Section V.01 An employee shall be subject to discipline for just cause; provided, however, that new hires shall serve a probationary period of ninety (90) calendar days, during which IATSE Local 161 shall have the right to terminate the employee with or without just cause and such termination shall not be subject to the grievance and arbitration of this Agreement.

Section V.02 IATSE Local 161 shall provide a written notice to the designated Union Business Agent of disciplinary actions taken against an employee rising to the level of a written warning or greater within three days of such action.

Section V.03 Employees shall have a representative present during all investigatory meetings at which the employee is present and the subject of an investigation that may lead to that employee's discipline unless the employee objects. The representative may be of the employee's choosing unless having a particular individual's attendance would hinder or significantly delay the investigation.

ARTICLE VI. GRIEVANCE PROCEDURE

Section VI.01 Purpose

- (a) The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Section VI.02 Definition

- (a) A grievance is an allegation that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

Section VI.03 Steps of the Grievance Procedure

(a) Step One:

- (i) Within thirty (30) calendar days after the occurrence of the alleged violation or after which the Union should have reasonably known of the violation, the steward shall submit a written grievance to the Local 161 Business Agent and the Local 161 Executive Board through the Recording Secretary citing the alleged violations including the contract provision that applies.
- (ii) The Local 161 Business Agent or their designated alternate shall schedule and attend a grievance meeting to review the matter with the Steward and the designated Business Agent or their designated alternate within thirty (30) calendar days of receiving the written action. The Local 161 Business Agent or their designated alternate shall render their written determination within thirty (30) days after the meeting.

(b) Step Two:

- (i) In the event the grievance is not resolved through Step One, then within twenty-one (21) calendar days following the receipt of the written determination of the Local 161 President or their designated alternate, the matter may be submitted, in writing, to the Executive Team or their designated alternative.
- (ii) The Local 161 President or their designated alternate, shall schedule a grievance meeting to review the matter with the Union's Local Vice President or their designated alternate, within fourteen (14) calendar days after the receipt of the submission of the written grievance referenced in subparagraph (i) of Step Two. Local 161 President or their designated alternate shall render their decision, in writing, within twenty-one (21) calendar days after the meeting.

Section VI.04 If the grievance is not settled, the Union may, within sixty (60) calendar days after receipt of the decision at Step Two, submit a written notice of intention to arbitrate to IATSE Local 161.

ARTICLE VII. ARBITRATION

Section VII.01 If the grievance is properly appealed to arbitration, representatives of IATSE Local 161 and the Union shall select an arbitrator set out below.

Section VII.02 If no satisfactory settlement of the grievance is reached at Step Three, within twenty-five (25) weekdays after the Employer's Step Three answer or failure to answer within the applicable time, the Union may submit a demand for arbitration to the Regional Director and simultaneously request from the American Arbitration Association a panel of seven (7) arbitrators who are members of the American Academy of Arbitrators. The parties will promptly proceed with selecting an arbitrator and scheduling a hearing. If the Union does not timely submit a demand for arbitration, the grievance will be deemed settled in accordance with the Employer's disposition in Step Three.

Section VII.03 The decision of the arbitrator shall be final and binding on IATSE Local 161 and the Union without either party waiving its right to a court review. The arbitrator shall have no authority to expand the grievance beyond the written grievance the parties have submitted for arbitration. The arbitrator shall only have the authority to determine whether IATSE Local 161 has violated a specific provision of this Agreement. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or imply things into the provisions of this Agreement, or impose upon any party hereto a limitation or obligation not provided for in this Agreement.

Section VII.04 The fees and expenses of the arbitrator, including transcripts (if transcripts are agreed upon), shall be shared equally by IATSE Local 161 and the Union.

ARTICLE VIII. UNION REPRESENTATION

Section VIII.01 The Local shall keep IATSE Local 161 informed of the names of individuals employed by IATSE Local 161 who are designated as Union Stewards.

Section VIII.02 IATSE Local 161 shall allow access to their workplace(s) to Union representatives not employed by IATSE Local 161 for the purpose of conferring with management and employees. The Union agrees to give IATSE Local 161 advance notice of its intent to visit the workplace facility and Union representatives will comply with all Employer safety policies during such visits.

Section VIII.03 IATSE Local 161 shall provide the Union with a bulletin board (or electronic equivalent) in each workplace where bargaining unit employee(s) are required to report to work. The bulletin board shall be in a prominent area of the workplace.

Section VIII.04 Union Stewards shall be granted time off with pay when attending grievance meetings with management during working hours. It is understood that other Steward activities will be conducted outside of working hours unless circumstances do not permit, in which case the Steward will make every effort to minimize the invasion of work time.

Section VIII.05 If the needs of the Employer allow in the sole determination of IATSE Local 161 and the Union has given at least one week of notice, bargaining unit employees shall be excused without pay to attend to the business of the Union. There shall be no effect on a bargaining unit employee's seniority or benefits, per the MPIPHP/NBF rules, because of their excused absence without pay under this provision.

Section VIII.06 IATSE Local 161 will allow up to two (2) bargaining unit members up to ten (10) days of time off with pay (prorated) to attend negotiations for a successor Agreement.

ARTICLE IX. SEPARABILITY

Section IX.01 Should any part of this Agreement or any portion thereof be rendered or declared illegal, legally invalid, or unenforceable by a court of competent jurisdiction or by the decision of an authorized governmental agency, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof.

Section IX.02 If any portion of this Agreement is held illegal as above- mentioned, the parties agree to meet promptly to agree upon a proper and legal substitute.

Section IX.03 The parties will adhere to all Federal, State, and Local laws.

ARTICLE X. LABOR-MANAGEMENT COMMITTEE

Section X.01 The parties shall form a Labor-Management Committee (LMC) that will consist of two (2) members designated by the Union and two (2) members designated by the Employer. The LMC will meet once every quarter (or as both Parties may otherwise agree) for up to one (1) hour, on dates and at times mutually agreed by the Parties, to discuss significant issues facing the Organization and bargaining unit. The LMC is not a decision-making body or forum and is not authorized to modify or supplement this Agreement, to process or decide grievances or to engage in collective bargaining.

Section X.02 Employee participants in the LMC will be compensated for their time spent attending the LMC meeting (which shall be paid at the employee's regular hourly rate of pay in the case of non-exempt employees or treated as paid "official time" for exempt employees).

Section X.03 Discussions of the LMC do not obligate either party to agree to any suggestions or proposals discussed, but the Parties intend this forum to foster agreement to work collaboratively and professionally toward the common goal of supporting and improving the Organization. Each party may have one of its designated LMC members take notes during these meetings and will share the notes with the other party following the meeting.

ARTICLE XI. SAFETY AND HEALTH

Section XI.01 IATSE Local 161, Union and employees recognize the importance of maintaining high standards of safety and health to prevent injury and illness. Each employee has the primary responsibility to observe practices of health, safety, cleanliness, neat dress, and appearance.

Section XI.02 IATSE Local 161 will make reasonable provisions for safety in accordance with federal, state, and local standards. IATSE Local 161 may establish safe working and operating practices and guidelines to ensure employee and public safety.

Section XI.03 IATSE Local 161 is responsible for providing a safe work environment for its employees and for ensuring that employees comply with IATSE Local 161's established safety rules and standards, including enforcing all such rules and standards.

Section XI.04 Employees must comply with the safety provisions IATSE Local 161's members contractually require, including but not limited to wearing and utilizing all Employer issued PPE when required. Employees are responsible for abiding by the rules and regulations that govern safe working conditions.

ARTICLE XII. HOLIDAYS

Section XII.01 Full-time and part-time employees will receive paid holidays upon hire and will follow the IATSE General Office (New York and West Coast Office) paid statutory holidays and scheduled office closures for each calendar year. The IATSE General Office (New York and West Coast office) Statutory Holidays and Office Closures for 2024 Memorandum is attached as Exhibit A. If the IATSE General Office (New York and West Coast Office) grants any new holiday or early office closures, the same provision shall be deemed included hereunder; holidays or early office closures will not be reduced from those listed in Exhibit A.

Section XII.02 IATSE Local 161 will offer holiday substitution with at least three days' written notice to the Business Agent to be used for religious and or personal observation. Employees shall work remotely on the above designated holidays if they choose to substitute holidays.

Section XII.03 If the above Holidays cannot be granted due to needs of the business and not the fault of the employee, IATSE Local 161 will grant an employee a day off with pay in lieu of the paid holiday to be taken within twelve (12) months of the holiday.

Section XII.04 When a Holiday falls on a Saturday the Holiday will be observed the Friday prior. When a Holiday falls on a Sunday, it will be observed on Monday.

Section XII.05 A full day of PTO is required for an absence on an early office closure day as listed in Exhibit A.

ARTICLE XIII. WAGES

Section XIII.01 Y1: Upon ratification employees shall receive a 6.0 % increase to their base salary.

Section XIII.02 Y2: On the one-year anniversary of ratification employees will receive a 4.0% increase to their base salary.

ARTICLE XIV. BENEFITS

Section XIV.01 All employees under the scope of this agreement will be covered by the Motion Picture Industry Pension & Health Plans (MPIPHP) and Individual Account Plans (IAP), or IATSE National Benefit Funds (IANBF). All employees under the scope of this agreement will have access to the IATSE Local 52 401k plan through the duration of this contract and any extension thereof. If the rates for Pension, Health, Welfare or IAP go up during the course of the agreement, Local 161 agrees to remit the higher rates.

Section XIV.02 For Motion Picture Industry Pension & Health Plans (MPIPHP) recipients, Local 161 will remit hourly contributions for all hours worked to the MPIPHP at the then current contribution rate outlined in the "Basic Rates" as outlined in the current Producer IATSE Basic Agreement during the term of this agreement. Notwithstanding the foregoing, for exempt employees who are guaranteed 56 benefit hours weekly, Local 161 will remit contributions for 56 hours per week. Individual Account Plan contributions of at least 6% shall be based on the employee's regular hourly rate of pay, or in the instance of an exempt employee, the employee's weekly

salary. IATSE Local 161 agrees to remit contributions to MPIPHP through the term of this agreement and any extension thereof.

Section XIV.03 Current Non-Affiliate Group rates are as follows:

- (a) Active Health: \$7.3400 per hour
- (b) Retiree Health: \$0.3710 per hour
- (c) Pension: \$1.8065 per hour
- (d) IAP: 6% of weekly salary

Section XIV.04 For IATSE National Benefit Funds (IANBF) recipients, Local 161 will remit daily contributions for all days worked or guaranteed to the IANBF Plans at the rates set forth in the then-current Local 161 Majors Agreement, and its successors, during the term of this agreement. Weekly exempt employees will have a five (5) day guarantee.

Section XIV.05 If the Dental Plan Maximum benefit is increased to \$2500 effective Jan 1, 2025, as recommended to the Directors of the Motion Picture Industry Pension & Health Plans per the IATSE Local 161 Majors Agreement, that increase, and all subsequent increases shall apply to IATSE Local 161 staff covered by this agreement as well.

Section XIV.06 Required MPIPHP Participation:

- (a) Obligations for Existing Participants
 - (i) Pursuant to the terms of this Agreement, all new hires or current employees who commenced employment on or after the effective date of this Agreement and are already participants in the MPIPHP Plans are hereby required to maintain their participation in said plans. This requirement is non-negotiable and shall continue uninterrupted for the duration of their employment with Local 161 .
- (e) Options for New Hires
 - (i) Newly hired employees who have not previously participated in the MPIPHP Plans are afforded the option to elect participation in either the IANBF Plans or the MPIPHP Plans. It is imperative to understand that once an election is made, it is irrevocable and binding. This means that even in the event of termination of employment followed by subsequent reemployment with Local 161, the employee shall remain bound by their initial election and shall not be permitted to alter their participation status.

Section XIV.07 If employees become ineligible for benefits under the MPIPHP or IANBF Plans, or the IATSE Local 52 401k Plan, IATSE Local 161 will meet with CWA Local 1101 within seven (7) days to negotiate an alternative.

Section XIV.08 Employees will continue to be eligible for the IATSE Training Trust Fund / LinkedIn learning subscription for as long as it is offered by the IATSE Training Trust Fund. In the event the program is no longer offered to IATSE Local 161, Local 161 will meet with the Union within thirty (30) business days to discuss an alternative program for continuing education.

ARTICLE XV. PAID TIME OFF

Section XV.01 Employees will be granted twenty-five (25) days of PTO on January first of each new year. New employees shall be granted twenty-five (25) days of PTO prorated for the portion of the year remaining upon hiring. Employees may carry up to seven (7) days of unused PTO into the next calendar year. Any such PTO days carried over from the prior calendar year may be used at any point in the subsequent year. No employees will lose PTO due to the implementation of this agreement (see Appendix A: Employee PTO Allocation).

Section XV.02 PTO shall be pro-rated for part-time employees from twenty-five (25) days based on a forty-hour workweek and rounded to the nearest half day. For example, a part-time employee working thirty-one (31) hours per week will receive 77.5% of twenty-five (25) days, or nineteen and one half (19.5) days of PTO.

Section XV.03 PTO requests of five (5) days or more must be made at least two (2) weeks in advance of use and are subject to approval of the Business Agent.

Section XV.04 Any unused PTO, prorated per the percentage of the year worked and less days used to date, will be paid upon separation of employment for resignation with at least two weeks' notice unless extenuating circumstances exist.

Section XV.05 Employees who fall under the lay off and severance article in this agreement will be paid out their full amount of unused PTO.

Section XV.06 Unused PTO will not be paid out for any employee that is terminated for cause.

Section XV.07 IATSE Local 161 will have met all requirements under NYC Labor (LAB) CHAPTER 31, ARTICLE 6 Section 196-B. This article does not constitute any waiver of these rights by CWA Local 1101.

Section XV.08 A thirty (30) day non-paid leave of absence may be approved on a case-by-case basis. Each employee must submit their request no later than two (2) weeks in advance. A non-paid leave of absence is subject to approval by the Executive Board and the Executive Board decision is final.

ARTICLE XVI. JURY DUTY

Section XVI.01 Employees may take necessary leave for jury duty. Employees who are summoned by a court to serve jury duty must immediately notify the Business Agent of Local 161 and the Recording Secretary and provide a copy of the summons and release form. Employees who serve jury duty will continue to be paid their regular salary, for up to ten (10) days of jury duty.

ARTICLE XVII. PARENTAL LEAVE

Section XVII.01 Employees shall receive twelve (12) weeks paid leave for the birth, adoption, or placement of a foster child. This leave must be taken within the first year of the child's birth, adoption, or placement. Parental leave can be used in conjunction with additional PTO if requested in advance of parental leave. Approval to use parental leave must be in writing signed by the President of Local 161. An eligible employee who wishes to request parental leave under this policy shall submit their request to the Executive Board and Business Agent of Local 161 as to the specific days being requested.

ARTICLE XVIII. BEREAVEMENT

Section XVIII.01 The Employer shall provide each employee up to five (5) paid days to plan for/attend the funeral of a family member. Family members include:

- (a) Spouse
- (b) Domestic Partner
- (c) Child/stepchild and anyone for whom the employee has legal custody.
- (d) Parent/stepparent/foster parents/parent-in-law
- (e) Siblings
- (f) Grandparent
- (g) Grandchild

Section XVIII.02 In limited circumstances, bereavement leave may also be granted in the event of the death of any other individual. If an employee needs such leave, they shall notify the Executive Board and Business Agent of the circumstances and submit a request for approval to the Executive Board. If necessary, the Employer will work with employees on a case-by-case basis to approve additional paid days.

ARTICLE XIX. MILITARY LEAVE

Section XIX.01 IATSE Local 161 shall provide employees who serve in the armed services with all rights and privileges afforded to them by the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and any other applicable federal and state laws.

Section XIX.02 Employees must provide the Executive Board and Business Agent of IATSE Local 161 with notice of their need for leave under this provision as far in advance as is reasonable under the circumstances.

Section XIX.03 Time spent in such service shall be considered time with the Employer in computing severance pay, vacation, and all other benefits which depend in whole or in part upon the length of service with the Employer.

Section XIX.04 If an employee's salary is greater than the compensation provided by the government, IATSE Local 161 shall pay the difference between the employee's salary and the government compensation for up to three (3) months of active duty or training.

ARTICLE XX. EXPENSES

Section XX.01 Expenses incurred will be reimbursed according to the IATSE Local 161 Expense Reimbursement Policy adopted July 25, 2023, and revised January 22, 2025.

Section XX.02 If an expense cannot be approved and or reimbursed in a timely manner IATSE Local 161 will promptly notify the employee(s), and the union, of the reasons why it was not approved and or reimbursed and IATSE Local 161 will put a plan in place to rectify the situation.

ARTICLE XXI. LAYOFF & SEVERANCE

Section XXI.01 Layoff:

1. If the Employer has a need to reduce its workforce through layoffs it shall provide the Union with thirty (30) calendar days advance notice of their intention to layoff bargaining unit employees. The notice shall include the number of employees the Employer has scheduled for layoff for each job classification. During the thirty (30) day period the Employer and the Union shall meet to discuss the reason(s) for the layoff and alternatives that may alleviate the need for such layoff.
2. If at the conclusion of the thirty (30) day notice period the Employer wishes to proceed to a layoff then it shall proceed by laying off the least senior employee in each affected job classification, until it has reached the number of employees designated for layoff in its notice to the Union.

Section XXI.02 Severance:

1. Employees who are laid off shall receive the following severance, conditioned upon the employee executing a release of claims in a form to be determined by the Employer:

Length of Service	Severance Pay
6 months – 1 year	1 week
1+ years	1 week for each year of service

2. Employees who have been laid off shall have recall rights to the position from which they were laid off for a period of twelve (12) months from the date of their layoff. The Employer may not contract out work, outside of Local 161 members, or hire a new employee to perform the work that a laid off employee was performing during the twelve (12) month recall period without first recalling the laid off employee. It shall be the responsibility of the laid off employee to have a current email address on file with the Employer. If a laid off employee fails to respond to a job offer within five (5) business days and report within an additional five (5) business days of the Employer sending an offer via the most current email address on file, then the laid off employee shall forfeit their recall rights. The Employer may at its own discretion extend the timelines for a recalled employee to report.

3. By virtue of the separation of employment, these members shall be entitled to apply for unemployment benefits. The determination of eligibility for such benefits (and the amount of the benefits to which they may be entitled) shall be made by the appropriate state agency pursuant to applicable state law. The Employer agrees that it shall not contest any claim for unemployment benefits. The Employer shall not be required to falsify any information.
4. The Employer will provide a Positive letter of recommendation upon request.
5. The employee shall be paid all monies due to the employee under this Agreement within seven (7) calendar days of the employee's termination.

ARTICLE XXII. CONTRACTING OF BARGAINING UNIT WORK

Section XXII.01 IATSE Local 161 shall not have the right to contract bargaining unit work outside of Local 161 members. Nothing herein shall prohibit the Employer from hiring Local 161 members to perform work as long as the hiring does not result in a layoff.

ARTICLE XXIII. JOB DUTIES

Section XXIII.01 Job Duties:

- (a) Within ninety (90) days following ratification of this Agreement current employees will have submitted a job description to the Executive Board for review. CWA Local 1101 and representative(s) of the Executive board will meet to discuss any issues and or discrepancies of the job descriptions within ninety (90) days of their receipt. Once agreed upon, the job descriptions will be subject to letter (b) of this article. The Executive Board will have Job Descriptions for all new employees hired after ratification of this agreement within ninety (90) days of their hiring.
- (b) IATSE Local 161 shall notify the Union and bargaining unit employees when it makes any significant material change(s) to job duties for a job classification covered under this Agreement. If the Union believes the change(s) to the job duties creates additional responsibilities for employees in that job classification that warrants higher pay and wishes to negotiate a new minimum salary because of the change it shall send a written request to bargain within seven (7) days of receiving the Employer's notice. If a request is made, then the parties shall meet within a period of thirty (30) days to attempt to reach an Agreement. If no Agreement is reached, then the Union may submit the dispute to arbitration.

Both parties shall submit to the arbitrator their final minimum salary proposal and the arbitrator shall select the appropriate one.

Section XXIII.02 Time Recording and Reporting:

- (a) Signed weekly timecards will be submitted to the Business Agent or President or President's designee by each employee by Friday. The timecard will clearly indicate any PTO taken as well as location of work (e.g., work from home, work from office), work on set/location, city/state. Timecards will be approved and signed by the Business Agent before processing. Employees will be paid no later than Thursday of the following week.
- (b) Employees, except for Field Representatives, will submit brief but thorough quarterly reports to the Business Agent and Recording Secretary summarizing the status of current projects and any issues the Executive Board should be aware of regarding those projects and/or their working conditions. The Executive Board will provide a template for such reports, which will be subject to union approval. Employees shall not complete more than one report a quarter.
- (c) Field Representatives will submit monthly reports to the Business Agent and Recording Secretary summarizing set visits, the status of current projects and any issues the Executive Board should be aware of regarding those projects and/or their working conditions. The Executive Board will provide a template for such reports, which will be subject to union approval.

Section XXIII.03 Promotions:

- (a) If the Employer has a need to fill an open bargaining unit position, it shall announce it to bargaining unit employees via employees work email to allow for internal applicants to seek the position. The email shall include the email contact information for the person to contact if an employee has interest in filling the position. The Employer shall consider existing employees prior to seeking an outside candidate with the understanding that the final decision in selecting a candidate rest solely with management.

ARTICLE XXIV. DIVERSITY, EQUITY, AND INCLUSION

Section XXIV.01 IATSE Local 161 is committed to equal employment opportunity, to honoring the personal dignity of each individual with whom we interact, to cultivating and maintaining an inclusive environment, and to ensuring that our workplaces are free from discrimination, either direct or indirect, on the grounds of age, citizenship status, color, creed, disability (physical or mental), ethnic or racial origin, familial status, gender, gender identity, gender reassignment, marital or civil partnership status, pregnancy and maternity, national origin, nationality, sex, sexual orientation, race, religion or belief,

transgender status, veteran status, or any other legally-protected basis (collectively “protected status”) pursuant to U.S. federal, state, and local laws. These protections apply to employees and applicants and cover both actual and perceived identities.

Section XXIV.02 Harassment and discrimination are not only illegal; they are also contrary to IATSE Local 161’s mission and values. Those in management have a heightened obligation to ensure that harassment and discrimination do not affect hiring, promotion, transfer, discipline, compensation, development/training, termination, or any other terms, conditions, or privileges of employment. All employees must abide by and uphold the Employer’s policies on harassment and discrimination.

Section XXIV.03 It shall be the employee’s choice to identify their race, gender, language skills and/or ethnicity and to change their identification at any time. IATSE Local 161 will not assign an identification to any employee who chooses not to self-identify. Nothing herein shall prohibit IATSE Local 161 from fulfilling all applicable legal reporting requirements.

ARTICLE XXV. SUCCESSIONSHIP

Section XXV.01 This Agreement shall be binding upon the parties, their successors, and assigns.

Section XXV.02 In the event IATSE Local 161 is to be sold, transferred, or assigned IATSE Local 161 will notify the Union at least thirty (30) calendar days prior to the close of such proposed transaction and, during such thirty (30) calendar day period, will meet with the Union upon request to engage in bargaining regarding the impact of the transaction on bargaining unit members.

Section XXV.03 IATSE Local 161 will give notice to the purchaser or transferee of the existence of, and operations covered by, this Agreement.

ARTICLE XXVI. ENTIRE AGREEMENT

Section XXVI.01 The parties acknowledge that this Agreement is the product of extensive and comprehensive negotiations which touched upon all matters of interest to each of them. Both parties further acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter which would constitute a mandatory subject of bargaining.

Section XXVI.02 In view of that history of bargaining the parties agree that this Agreement concludes all collective bargaining between them for the term of the Agreement: that all the understandings and agreements arrived at by the parties are set forth herein supersedes all prior agreements between the parties or their representatives, oral or written, including past practices not specifically preserved by the express provisions of this Agreement; those prior written practices and policies of management provided to the Employees before the conclusion of collective bargaining and not incorporated into this Agreement may be continued by management without becoming binding past practices; and that this Agreement constitutes the sole, entire and existing agreement between them.

Section XXVI.03 Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject referred to or covered in this Agreement. Notwithstanding the foregoing, amendments to this Agreement mutually agreed upon by both parties may be made at any time, provided such amendments are reduced to writing and signed by the parties' authorized representatives, and any subject or matter may be raised and bargained if both parties mutually agree to enter into such bargaining.

ARTICLE XXIX. TERM OF AGREEMENT

Section I.88 This Agreement will take effect on 5/23/2025 and will expire two (2) years from date of ratification of the first contract, with three-year terms in subsequent contracts.

Section I.89 This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

Section I.90 Any letter of understanding or supplemental agreement into which the Employer and Union enter will not be considered a part of this Agreement and is not subject to the grievance and arbitration procedure hereof, unless specifically provided in such letter of understanding or supplemental agreement.

Section I.91 This Agreement will remain in full force and effect from the date hereof to and including and it will automatically renew on the same terms and conditions for consecutive one-year periods unless, at least 60 days before this Agreement's expiration or the expiration of any extensions thereof, either party gives written notice by overnight or certified mail to the other party that it desires to modify or terminate this Agreement.

Section I.92 Wherefore, the undersigned authorized representatives of their respective principals agree to be bound by the terms of this collective bargaining agreement.

Signed:



Date: 5/23/2025

FOR CWA LOCAL 1101 - EXECUTIVE VICE PRESIDENT

AL RUSSO - EXECUTIVE VICE PRESIDENT

PRINT



Date: 05/23/2025

FOR IATSE LOCAL 161 - PRESIDENT

Molly Merrell - President

PRINT