

COLLECTIVE BARGAINING AGREEMENT

made by and between

THE JOHN F. KENNEDY CENTER  
FOR THE PERFORMING ARTS

and

INSTANT CHARGE TELEPHONE SALES UNION  
LOCAL NO. B-868, I.A.T.S.E., AFL-CIO

TERM OF AGREEMENT

October 3, 2016

through

October 12, 2020

## TABLE OF CONTENTS

AGREEMENT.....	1
ARTICLE I      RECOGNITION.....	1
ARTICLE II      SCOPE OF AGREEMENT.....	2
ARTICLE III      ENABLING LEGISLATION.....	2
ARTICLE IV      STAFFING.....	2
ARTICLE V      VACANCIES.....	6
ARTICLE VI      UNION SECURITY CLAUSE.....	6
ARTICLE VII      DISCRIMINATION.....	6
ARTICLE VIII      RATES OF PAY.....	7
ARTICLE IX      TRAINEE.....	8
ARTICLE X      LEAVE.....	8
ARTICLE XI      SPECIAL SITUATION LEAVE.....	9
ARTICLE XII      HEALTH COVERAGE.....	10
ARTICLE XIII      SHORT TERM DISABILITY.....	9
ARTICLE XIV      LONG-TERM DISABILITY INSURANCE.....	10
ARTICLE XV      RETIREMENT.....	11
ARTICLE XVI      DISCHARGE AND DISCIPLINE.....	11
ARTICLE XVII      GRIEVANCE-ARBITRATION.....	12
ARTICLE XVIII      PICKET LINES.....	12
ARTICLE XIX      INTERNATIONAL UNION.....	13
ARTICLE XX      CHECK OFF.....	13
ARTICLE XXI      TERM OF AGREEMENT.....	14

## AGREEMENT

THIS AGREEMENT, ENTERED INTO by and between the Board of Trustees of the John F. Kennedy Center for the Performing Arts (hereinafter referred to as the "Center"), and the Instant Charge Telephone Sales Union, Local No. B-868, I.A.T.S.E., AFL-CIO (hereinafter referred to as the "Union").

### WITNESSETH :

WHEREAS, the John F. Kennedy Center Act, 72 Stat. 1698, as amended, established the John F. Kennedy Center for the Performing Arts (hereinafter referred to as "Kennedy Center") as a national memorial to President John F. Kennedy; and

WHEREAS, the Center has sole responsibility for and control over all functions at the Kennedy Center; and

WHEREAS, the Center in the use and operation of the Eisenhower Theater, the Opera House, the Concert Hall, Terrace Theater, and other theaters as contracted has need for and utilizes the services of Instant Charge Telephone Sales Agents (hereinafter referred to as "Employees"); and

WHEREAS, the Union represents to the Center that it is the duly authorized collective bargaining representative of said Employees, and is hereby recognized by the Center as such; and

WHEREAS, the parties are desirous of establishing by this Agreement the wages, hours and other terms and conditions of employment under which said Employees shall work;

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, the parties agree as follows:

### ARTICLE I RECOGNITION

The Center recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for employees of the Center, not including supervisory personnel, working in the Instant Charge operation, including the services desk and information office functions.

ARTICLE II  
SCOPE OF AGREEMENT

The wages, hours and terms herein set forth are specifically intended to also provide for and be applicable to the Instant Charge operation as it may relate to all theaters while operated, managed, owned, controlled, or substantially owned or controlled by the Center and located within the Metropolitan Washington area SMSA (as defined by the Department of Labor Bureau of Labor Statistics) and other theaters as contracted, if and to the extent that Instant Charge services are provided by the Center for particular attractions presented in such theaters. Any provisions of this Agreement to the contrary notwithstanding, nothing in this Agreement shall be construed to confer upon employees employed under this Agreement the jurisdiction or the right to provide maintenance, security, information, interpretation, janitorial, and all other services necessary to the functions of the Center, which services are funded by appropriations under provisions of the John F. Kennedy Center Act, 72 Stat. 1698 as amended.

ARTICLE III  
ENABLING LEGISLATION

This contract shall at all times be interpreted, construed and applied consistent and in accordance with the John F. Kennedy Center Act, 72 Stat. 1698, as amended, and it shall not be interpreted, construed or applied in any manner as to diminish the authority and powers of the Board under such Act, except as specifically provided herein.

ARTICLE IV  
STAFFING AND ATTRITION

Section 4.1 The Center retains the right to schedule Instant Charge employees as needed during those hours and on those days of the year as it deems necessary. The Center shall determine the staff needs of Instant Charge and this shall include the number of people working at any one time.

Section 4.2 The Instant Charge work week shall commence on Monday and end on Sunday.

Section 4.3 Regular Full-Time and Part-Time employees shall be given two (2) weeks' notice or salary in lieu thereof in the event of a lay-off. If, after receiving a two (2) week notice of lay-off, an employee is not laid off, said notice shall be considered void. Once an employee is called back to work, any such notice is void.

Section 4.4 Lay-offs are to be made based upon length of continuous service among employees who are regularly assigned to the function affected (Instant-Charge, Service Desk, and Information Office). The initial seniority list shall be as set forth in the attached Appendix A. Lay-offs shall be made by juniority among employees who are regularly assigned to the function affected. Call backs shall be made by seniority among those employees laid off from the function affected. No Part-Time employee shall be subject to a reduction or change of schedule except by mutual consent of employee and the Center, except in the case of a lay-off.

Section 4.5 There shall be no employment of Part-Time employees during the lay-off of any Full-Time employees unless Full-Time employees who have been laid off are unwilling to work at the times required by the Center, after a two (2) week notice of schedule change, whereupon this provision shall no longer be applicable for the duration of the lay-off to such employee who is unwilling to work at the times required.

Section 4.6 There shall be no employment of Flexible-Time employees during the lay-off of any Full-Time or Part-Time employee, unless Full-Time employees who have been laid off are unwilling to work at the time required by the Center, whereupon this provision shall no longer be applicable for the duration of the lay-off to such Full-Time employee who is unwilling to work at the times required.

Section 4.7 Full-Time employees, unless laid off, shall be scheduled for forty (40) hours of work during each week, with two consecutive full days off. Said forty (40) hours shall include paid or unpaid leave, if any.

Section 4.8 There shall at all times be at least five (5) Full-Time ticket sales agents, four (4) service desk agents, and three (3) information operators for a total of twelve (12) Full-Time employees on the payroll unless a layoff is in effect.

Notwithstanding any other lay-off provision, the Center shall be permitted to attrit three (3) Full-Time positions under this Agreement.

Section 4.9 Eligibility to fill Full-Time positions shall be based not only upon seniority but also upon qualification. Notwithstanding any prior provisions of this Article, the Center agrees that in filling any bargaining unit vacancy, consideration shall be given first to all bargaining unit employees. Consideration shall include review of the following criteria: (1) prior demonstrated ability to work professionally with customers and fellow employees; (2) other objective criteria including, but not limited to, performance statistics; (3) positions presently held by the individual under consideration and experience gained therefrom; (4) educational and other work experience; and (5) seniority in the bargaining unit. Bargaining unit employees shall be notified of any such vacancy and given reasonable opportunity to be interviewed and to present personal information relating to the criteria to be applied in filling the vacancy. All newly hired employees shall serve a training and probationary period during the first ninety (90) calendar days of their employment. A Part-Time or Flexible-Time employee who is offered and accepts a Full-Time position shall be on probation for the first ninety (90) calendar days in such position and if his or her work is not deemed satisfactory during such probationary period, he or she may be returned by the Center to his or her previous Part-Time or Flexible-Time position.

In the event that a Flexible-Time or Part-Time employee becomes a Full-Time employee, such employee shall begin to accrue leave and benefits as of the date such employee is hired as a Full-Time employee. There shall be no retroactivity for time spent as a Flexible-Time or Part-Time employee. Notwithstanding the foregoing, Flexible-Time or Part-Time employees who, prior to October 31, 1993, were hired as Full-Time employees shall continue to accrue leave and benefits as of the date they were hired as a Flexible-Time/Part-Time employee.

Section 4.10 At the commencement of the term of this Contract, there shall be one (1) regularly scheduled Part-Time employee. The current Part-Time employee, unless laid off, shall be scheduled for the number of part-time hours and specific part-time hours of work as specified in the schedule in effect during the last full work week in October 2000, attached as Appendix B. Part-Time employees need not be replaced as attrited or at such times as their hours of work are reduced at their request. Hours lost by such reduction need not be reinstated by the Center.

Section 4.11 The Center may hire an unlimited number of Flexible-Time employees. Flexible-Time employees will be scheduled, by mutual agreement between employee and management, for at least one shift of three (3) hours in each calendar month. In addition to the mutually agreed three (3) hour monthly shift, each Flexible-Time employee must sign up for a second shift each month. If confirmed for such a second monthly shift, that employee must work the shift. Exception from this requirement will be made because of illness or emergency. Exception from this requirement will also be made for any month in which an employee is assigned or signs up and works two shifts. Employees (including Part-Time and Flexible-Time employees) shall be called for work at such times as the Center shall deem necessary, on the basis of availability and seniority among those employees who are qualified to perform the job function, except in emergency situations as defined in the second sentence of Section 4.13. Notwithstanding the foregoing, a Flexible-Time employee must be a Union member in good standing both at the time such employee requests hours and at the time the work schedule including such employee is finalized by management.

Section 4.12 The Center shall not be obligated to employ any employee for more than the maximum number of hours in any week for which an employee may be paid straight-time wages. Employees working more than forty (40) hours in any week shall be paid at the rate of time and one-half for work performed in excess of forty (40) hours.

Section 4.13 Supervisory personnel shall not perform bargaining-unit work except in case of emergency. The term emergency as used herein shall mean an exceptional circumstance accepted by mutual consent between management and the Union.

Section 4.14 The Center may hire at its own discretion applicants to be trained for any and all functions within the Instant Charge operation. The Center may also provide training in any and all functions within the Instant Charge operation to current employees who volunteer for such training, or if there are insufficient volunteers in the opinion of the Center, to current employees selected in the reverse order of seniority. Any such current employees who are unable to successfully complete the training will not be required or allowed to perform in the function or functions in question. Employees who successfully complete the training will be qualified for the function in which they were successfully trained and the Center may reassign qualified employees to such other functions on a temporary basis. This clause shall not be interpreted in any way to circumvent existing staffing procedures.

Section 4.15 All employees working eight (8) hour shifts shall be allowed a sixty (60) minute break to be included as a part of employee's eight (8) hour work shift for all purposes. Breaks shall be scheduled at times designated by the Center. All employees working at least four (4) hour shifts, but less than six (6) hour shifts, shall be allowed a fifteen (15) minute break to be included as part of employee's work shift. All employees working at least six (6) hours, but less than eight (8) hour shifts, shall be allowed a thirty (30) minute break to be included as part of the employee's work shift. All employees working an eleven (11) hour shift shall be allowed, in addition to a sixty (60) minute break, a fifteen (15) minute break as a part of the employee's work shift. Scheduled breaks not taken shall not be compensated. If the Kennedy Center closes the building for three (3) or more hours in any one day, breaks and lunches will be scheduled on hours actually worked.

Section 4.16 Notwithstanding any other provision of Article IV, as many as four (4) but not necessarily that number of duly appointed shop stewards shall be considered most senior within their job classification for purposes of lay-offs, scheduling, and recalls.

Section 4.17 A work call shall be for not less than three (3) hours. The Center shall have the right to offer additional hours of work, in increments of not less than one (1) hour, with the exception of closing the office which may be offered in fifteen (15) minute increments, to employees as follows: First, to those employees already working on the shift, whose names appear on the sign up sheet as having requested the hours being offered, in order of seniority, most senior first; secondly, to employees working on the shift in order of seniority, most senior first; thirdly, to employees not working on the shift, whose names appear on the sign up sheet as having requested the hours being offered, in order of seniority, most senior first; fourthly, to any other employees on the basis of seniority, most senior first.

Additional increments of work shall not be separated by more than one (1) hour from the end of the shift on which the employee is working when offered such additional increment. If the additional increment is separated by more than one (1) hour from the end of the employee's shift, such additional increment must be for a minimum of three (3) hours. No employee shall be required to accept any additional increments of work, when and if offered by the Center.

Flexible-Time employees shall sign up for shifts which begin and end on the hour. Flexible-Time employees shall not sign up for a morning shift beginning any time other than 10:00 am. Flexible-Time employees shall not sign up for shifts beginning at 12:00 noon. Flexible-Time employees shall not sign up for an evening shift ending any time other than 9:00 pm. For the purpose of this section, evening is defined as beginning at 4:00 pm.

Flexible-Time employees with confirmed scheduled hours of any duration cannot cancel any or all scheduled hours except for emergency or illness. When cancelling scheduled hours for emergency or illness, a Flexible-Time employee receiving a split-shift cannot cancel one portion of the shift and work the other, rather, the whole split-shift must be cancelled. Any Flexible-Time employee who cancels hours three (3) times in a six (6) month period for any other reason will be subject to termination. The six (6) months will be based on any rolling six (6) month period.

If, in order to comply with the requirement to offer work to the most senior person who has requested a shift, the Instant-Charge Manager or Supervisor would have to schedule more people than he/she needs to cover a shift (or any part thereof) then the Instant Charge Manager or Supervisor may schedule out of seniority order to fill the shifts.

#### ARTICLE V VACANCIES

The Center shall give the Union advance notice of all vacancies for positions coming within the scope of this Agreement. The notice to the Union shall be given to the Business Agent of Local B-868. Applicants submitted to management by the Business Agent on behalf of the Union will be given every consideration for employment.

#### ARTICLE VI UNION SECURITY CLAUSE

All employees covered hereunder shall, as a condition of continued employment, apply for and retain membership in the Union on the thirty-first (31st) day following the beginning of employment; provided, however, that nothing herein contained shall require the Center to discharge or to otherwise discriminate in any way against any employee if such membership was not available to the employee on the same terms and conditions generally applicable to other members or if membership was denied or terminated for any reason other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. Failure or refusal to tender such uniform fees and/or dues shall obligate the Center to deny employment to any such employee.

#### ARTICLE VII DISCRIMINATION

Section 7.1 There shall be no discrimination against any employee or applicant for employment by reason of membership in the Union or because of any activity or statement which is protected under the First Amendment or would be considered protected activity by the National Labor Relations Board if it were to have jurisdiction over this Agreement.

Section 7.2 There shall be no discrimination against any employee or applicant for employment because of race, creed, color, sex, religion, national origin, age, marital status, sexual orientation, or because of a physical handicap not affecting the individual's ability to perform the duties of an employee.

ARTICLE VIII  
RATES OF PAY

Effective October 3, 2016, the base wage will be adjusted to \$19.96.

Section 8.1 Over the term of the agreement, wage increases to be paid as follows:

- A. October 3, 2016 through October 1, 2017 - \$20.16
- B. October 2, 2017 through September 30, 2018 - \$20.51
- C. October 1, 2018 through October 413, 2019 - \$21.02
- D. October 14, 2019 through October 12, 2020 - \$21.65

Section 8.2 Cost of Living Adjustment

- a. If the Consumer Price Index for All Urban Consumers (CPI-W) for Washington, D.C., Maryland, and Virginia Metropolitan Area for all items (1982-1984 = 100) cost of living index figure for the month of July 2013, as published by the U.S. Bureau of Labor Statistics, is more than four percent (4%) higher than such figure for the month of July 2012, then in such event, the rate of pay specified in Section 8.1.B. above (exclusive of incentive pay) shall, on and after October 7, 2013 be increased by the amount of such excess percentage but in no event more than two percent (2%), and the dollar increase resulting therefrom shall automatically be added to all rates of pay specified in Sections C and D above.
- b. If the Consumer Price Index for All Urban Consumers (CPI-W) for Washington, D.C., Maryland, and Virginia Metropolitan Area for all items (1982-1984 = 100) cost of living index figure for the month of July 2014, as published by the U.S. Bureau of Labor Statistics, is more than four percent (4%) higher than such figure for the month of July 2013, then in such event, the rate of pay specified in Section 8.1.C. above (exclusive of incentive pay) shall, on and after October 6, 2014, be increased by the amount of such excess percentage but in no event more than two percent (2%) and the dollar increase resulting therefrom shall automatically be added to all rates of pay specified in Section D above.
- c. If the Consumer Price Index for All Urban Consumers (CPI-W) for Washington, D.C., Maryland, and Virginia Metropolitan Area for all items (1982-1984 = 100) cost of living index figure for the month of July 2015, as published by the U.S. Bureau of Labor Statistics, is more than four percent (4%) higher than such figure for the month of July 2014, then in such event, the rate of pay specified in Section 8.1.D. above (exclusive of incentive pay) shall, on and after October 5, 2015 be increased by the amount of such excess percentage but in no event more than two percent (2%).

Section 8.3 Trainees shall be paid \$7.55 per hour or at the applicable District of Columbia minimum wage, whichever is greater.

**ARTICLE IX**  
**TRAINEE**

Not more than ninety (90) calendar days from the date of their initial employment, or following their first one hundred fifty (150) hours of employment, whichever occurs first, trainees shall be classified as regular Flex-Time employees, unless earlier terminated by the Center.

The Center shall have the right to schedule trainees for work at the Center's discretion, under close supervision, until the trainee is capable of handling telephone calls by himself/herself or until the trainee has completed his/her initial forty-eight (48) hours of employment, whichever occurs first. The training period will exclude any orientation time (i.e., IS/IT orientation, HR orientation, union orientation, etc.). Thereafter, trainees must be placed on the seniority list and must bid for hours of employment with all other employees.

In the event that, after forty-eight (48) hours employment as a trainee the Center deems further training necessary, Center may schedule a trainee for up to 20 hours of work without regard to seniority but must pay the trainee at the applicable rate of pay set forth in Section 8.1.

**ARTICLE X**  
**LEAVE**

Section 10.1 For the term of this Agreement, each Full-Time bargaining unit employee shall be entitled to accrue paid leave, which shall accrue as follows:

<u>Years of Seniority</u>	
<u>Less Than Three (3)</u>	
<u>Rate Per Hour Worked</u>	<u>Maximum Hours Per Contract Year</u>
.140	256
<u>Three (3) But Less Than Fifteen (15)</u>	
<u>Rate Per Hour Worked</u>	<u>Maximum Hours Per Contract Year</u>
.161	288
<u>Fifteen (15) or More</u>	
<u>Rate Per Hour Worked</u>	<u>Maximum Hours Per Contract Year</u>
.198	344

Leave is not accrued on overtime hours. At the end of the contract year, the employee will be paid in full (at that year's wage rate) for all unused leave in excess of forty (40) hours, and the employee may be paid in full (at that year's wage rate) for the remaining unused leave (up to forty (40) hours) at the employee's election. Except for sickness or emergency, leave shall be taken at times which are reasonably and mutually convenient to the employee and the Center. Upon voluntary or involuntary termination of employment, an employee shall be paid for all accumulated leave.

Leave requests for the Thanksgiving holiday must be submitted no later than November 1. Leave requests for the Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day holidays must be submitted no later than December 1. Conflicts among bargaining unit employee leave requests will be resolved through the use of seniority. Employees will be notified on or before the 10<sup>th</sup> of November and December, respectively, if the leave request has been approved or denied. For the purposes of approving holiday leave requests, the Kennedy Center may notify and schedule available Flexible-Time employees at any time during those months.

Section 10.2 There is no leave entitlement for Part-Time or Flexible-Time employees.

#### ARTICLE XI SPECIAL SITUATION LEAVE

Leave without pay, without loss of seniority or benefits shall be granted to Full-Time and Part-Time employees for qualifying events under the Family Medical Leave Act ("FMLA"). Domestic partners will be deemed eligible under FMLA definitions. Leave will be granted for a period of up to ninety (90) days in any calendar year provided the Center makes the determination that such employee's position can be filled by Flexible-Time employees without disruption to the Instant Charge operation.

Military leave without pay but without loss of seniority or benefits shall be granted for the duration of an affected employee's military obligation, provided, however, that the employee returns to work in Instant Charge within ninety (90) days of discharge.

Full-Time and Part-Time employees subpoenaed for jury duty shall receive straight-time wages for the time actually expended for such jury duty such amount not to exceed normal weekly wages received by such employee. Notwithstanding the foregoing, straight-time wages shall not be paid on account of an employees serving more than twenty (20) days jury duty in any one (1) year period. The Center shall be credited with the amount of jury fees received by employee for such jury duty. Full-Time employees shall accrue leave while on jury duty, but neither Full-Time nor Part-time employees shall be paid incentive compensation for time absent from work for jury duty.

When leave permitted under this contract is taken by an employee, the employee's position shall not be filled. An employee taking such leave shall have the right to be restored to his/her position upon return, subject to the Center's other rights hereunder.

**ARTICLE XII**  
**HEALTH COVERAGE**

The Center agrees to offer employees the same medical, dental, and vision insurance coverage which is offered to administrative employees, pursuant to the terms and conditions offered to administrative employees. If the Center charges a premium to its regular full-time employees for single coverage, bargaining employees shall not be required to pay more than the Center's regular full-time employees and, in no event shall be required to pay more than the following percentage of premiums and monthly maximum charges:

As of...	Employees shall pay no more than the following percentages of the total premium:	With a maximum monthly cap for the HMO Plan of:	And a maximum monthly cap for the POS Plan of:
1/1/17	7%	\$35	\$60
1/1/18	9%	\$50	\$75
1/1/19	11%	\$60	\$90
1/1/20	15%	\$70	\$120

For current regular full-time bargaining unit employees as of October 3, 2016 who retire after (10) years of continuous employment with the Center shall have the right to continue such medical and dental insurance coverage at their own expense until such time as they become eligible for Medicare coverage.

**ARTICLE XIII**  
**SHORT TERM DISABILITY**

With respect to Short Term Disability, the Kennedy Center shall transfer to the I.A.T.S.E. Local B-868 Health and Welfare Fund the following amounts per year per full time-employee for the purpose of purchasing short term disability insurance:

Year 1 - \$325.00  
Year 2 - \$350.00  
Year 3 - \$375.00  
Year 4 - \$400.00

**ARTICLE XIV**  
**LONG-TERM DISABILITY INSURANCE**

If a Full-Time employee is absent from work and disabled due to an illness or injury for more than twenty-six (26) weeks, the employee will be entitled to long-term disability pay (LTD). LTD benefits are sixty percent (60%) of an employee's base salary, with a maximum monthly benefit of \$5,000.00. LTD will continue for as long as the employee is disabled up to age 65. If an employee's disability begins after the employee is age 61, benefits will continue beyond age 65. If disability entitles an employee to benefits from other sources such as Social

Security or Workers' Compensation, these benefits shall be counted as part of his/her sixty percent (60%) guaranteed LTD benefits.

Notwithstanding any provision of this Agreement, an employee's entitlement to LTD shall be determined strictly in accordance with the provisions of the Center's LTD insurance policy as is in effect from time to time, provided that the Union shall be provided prior notice of any material modification in the LTD insurance policy in effect at the beginning of the Agreement and shall be provided with the opportunity to bargain over the effects of any such material modification. A copy of the LTD insurance policy shall be available to all employees upon request.

## ARTICLE XV RETIREMENT

Section 15.1 The Center agrees to contribute to an Annuity Fund to be designated by the Union on behalf of each Full-Time employee employed under this Agreement four percent (4%) of such employee's gross earnings under this Agreement.

Section 15.2 Subject to the provisions of this Section 15.2, the Center agrees to contribute to the I.A.T.S.E. National Pension Fund Plan B ("Fund") on behalf of each employee who is covered by the Agreement. An employee shall be considered covered by the Agreement ("Covered Employee") if that employee worked at least seventy-five (75) days in two (2) consecutive years since the Center began contributing to this plan.

A. Subject to the foregoing, the Center shall make contributions on behalf of Covered Employees periodically, and in no event later than the January 31st following the year for which such contributions are due

B. From October 3, 2016 through October 12, 2020, the Center shall contribute to the Fund an amount which represents Twenty Dollars (\$20.00) per day for each Covered Employee.

## ARTICLE XVI DISCHARGE AND DISCIPLINE

The Center agrees that no employee shall be discharged or disciplined except for just cause, and in such case, progressive discipline will be taken as outlined in the Kennedy Center Personnel Policies and Procedures manual. Just cause is defined to include, without limitation, willful misconduct, repeated failure to perform employment responsibilities efficiently, dishonesty, habitual tardiness, refusal to follow proper supervisory instructions, and failure to maintain at least a ninety percent (90%) monthly average of available telephone time. Ninety percent (90%) of available telephone time is defined as an average of fifty-four (54) minutes on the telephone per hour. Excluded from the fifty-four (54) minutes are approved breaks; extraordinary cause; assigned tasks and duties; contractual breaks and lunches; five (5) minutes prior to scheduled lunch; and five (5) minutes prior to end of shift.

ARTICLE XVII  
GRIEVANCE/ARBITRATION

In the event any grievance or dispute arises as to the interpretation, application or claimed violation of this Agreement, or should there be a staffing disagreement, the Union and the Center shall meet promptly upon request of either party to discuss the matter in an effort to reach an amicable settlement, the matter shall be submitted to arbitration as follows:

Either party may request arbitration by written notice to the other party. In the event that the parties are unable mutually to agree upon an arbitrator, the selection of an arbitrator shall be referred to the American Arbitration Association for the selection of a labor arbitrator under its rules and regulations. The decision of the arbitrator shall be final and binding. The arbitrator's fee and expenses shall be borne equally by the parties.

Pending the determination of the matter, no step shall be taken by either party to enforce its demands and the matter shall remain in status quo pending decision. Both parties agree that a report of any grievance may be made over the telephone or in person and later confirmed in writing by either party.

The Union agrees not to engage in any strike, slow-down or interruption of work while the matter is being resolved. There shall be no strike, work stoppage or interruption in protest of any resolution of the Arbitrator. The Center agrees not to engage in any lockout during the term of this Agreement.

ARTICLE XVIII  
PICKET LINES

The Center shall not require any employee hereunder to cross a legal picket line established or sanctioned by any sister union of I.A.T.S.E. or other A.F.L.-C.I.O. affiliate having a grievance against the Center, nor shall any employee be penalized by reason of refusal to cross such picket line nor shall the Union be liable because of such refusal. In the event of a legal picket line established or sanctioned by another union against a tenant of the Center or against concessionaires occupying space in the John F. Kennedy Center for the Performing Arts but having no relationship with the Center covered by this Agreement, the Union agrees that if the Center is in no way a party to the dispute that resulted in the said picketing, then the Union will immediately on being informed by the Center of the above circumstances, notify its members employed in the premises to report for work. Should any employee refuse to report for work thereafter, the Center may replace such employees for the duration of the employees' refusal to work. Under the above circumstances, the Center must be notified twenty-four (24) hours in advance of employees' intention to return to work.

**ARTICLE XIX**  
**INTERNATIONAL UNION**

As the Union is a member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists, and Allied Crafts of the United States, its territories, and Canada, AFL-CIO, CLC, nothing in this Agreement shall ever 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.

**ARTICLE XX**  
**CHECK OFF**

The Center will deduct and pay to the Union the regular amount of dues established by the Union Constitution or By-Laws from the pay of each employee covered by this Agreement who voluntarily authorizes and directs the Center to make such deductions. Each such authorization shall be in writing in the form prescribed below and shall be governed by the provisions thereof and of the National Labor Relations Act, as amended, as if such Act were applicable to the Center and the Union. The Union shall notify the Center in writing who the payee of checks for such deductions shall be, and the name and address of the person to whom such checks are to be sent. The Center shall be entitled to rely on such notices until receipt of a written modification thereof. The Center shall transmit to the Union not later than the seventh (7th) day following the applicable payday for which the deductions are made, a check for the total amount deducted together with a statement showing the name of each employee and the amount paid on his or her behalf.

The written deduction authorization shall be in the following form:

I hereby authorize and direct my employer to deduct from my wages my Union dues and assessments owing to Local B-868, of the International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada, AFL-CIO, CLC, and direct that such amounts deducted be sent to the Secretary-Treasurer of such Local Union, or his designee, for and on my behalf.

This authorization and assignment shall be irrevocable for the period of one year, and shall automatically renew itself for successive annual periods, unless I give the Center and said Local Union at least sixty (60) days, and not more than seventy-five (75) days, written notice before the periodical renewal dates of this authorization and assignment.

Social Security No. \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**ARTICLE XXI**  
**TERM OF AGREEMENT**

This Agreement shall be for a term commencing as of October 3, 2016, and expiring at midnight on October 12, 2020. At least ninety (90) days prior to its expiration date 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.

**THE CENTER:**  
**JOHN F. KENNEDY CENTER**  
**FOR THE PERFORMING ARTS**

By:   
Title: Director, Ticketing Services  
Dated: 7/6/17

**THE UNION:**  
**INSTANT CHARGE TELEPHONE**  
**SALES UNION LOCAL NO. B-868,**  
**I.A.T.S.E., AFL-CIO**

By:   
Title: PRESIDENT  
Dated: 7/6/17

Instant-Charge  
Incentive Plan

- I. Instant Charge operators will receive \$.23 per call. Services incentive will be to \$.91 per ticket. Information will be \$.109 per call.
- II. In recognition of this incentive opportunity, such operators will strive to answer and handle calls faster and in a more efficient manner, and to ask for additional sales. The Kennedy Center will provide aid to operators with respect to techniques for additional solicitation. Any order canceled because of operator error and resold by that same operator will result in the incentive for the first sale being deducted from that operator's incentive.
- III. It is expected that there will be no diminution in customer service and accuracy of information collected by operators as a result of this incentive opportunity, and operators who fail to perform in accordance with the standards established by the Center will be subject to disciplinary action. All operators are expected to be polite to customers, to answer all appropriate questions in a courteous manner and, when forwarding calls to another desk or office, to inform the customer about where the call is being transferred. Instant Charge operators shall answer a few questions in a good faith effort to help a customer and in order to determine if the customer's intention is to purchase tickets during that call. Operators are expected to offer customers whose calls do not result in a sale an opportunity to provide basic contact information so that the customer can be informed about current and future activities at the Center. Information operators shall answer all questions in a complete and satisfactory manner and shall not transfer a call to Instant Charge until a customer is ready to purchase tickets.
- IV. When an operator is removed by the Center from telephones for more than fifteen (15) consecutive minutes to perform other necessary tasks, or when an operator is prevented from selling tickets due to a computer-generated outage for fifteen (15) or more consecutive minutes, he or she will receive incentive compensation for such period based upon the average hourly incentive earned by such operator on that day or the average hourly incentive earned by all operators on that day, whichever is higher.

Appendix A

**Full-Time Instant Charge by Seniority**

Veveca Tobias	1/6/77
Renee Henderson	6/28/77
Allison Barksdale	12/20/78
Stephanie Barnes	9/11/87 (7/11/93 FT)
Frank Maranelli	1/22/96 (10/8/07 FT)

**Full-Time Services by Seniority**

Don Ramsey	6/29/89
Antonio Bullock	6/12/95
Ryan Halbrook	2/28/05
Gary Oiler	11/13/06

**Full-Time Information by Seniority**

James Watts	8/1/05
Brandon Guilliams	4/2/07 This position will be attrited as of 3/31/17
Elizabeth Elliott	1/9/12 (2/13/12 FT) As of 8/29/16. This position was attrited as of 3/18/17

Kregg Stovner	10/6/08
William White	3/8/10
Susan Trinter	1/5/15
Bernadette Manning	12/2/16
Lori Schwartz	12/2/16

**Flex-Time by Seniority**

Ron Cocome	10/24/77
Janie Jones	8/30/78
Mike Hackley	6/30/80
Sharon Middleton	11/3/80
Joyce Irving	12/13/83
Patritia Hunt	3/21/85
Charlene Laumer	11/7/86
Mary Watts	5/7/88
Cheryl Cohen Allen	8/7/89
Joseph Wallen	2/22/99
Karen Cossaro	4/1/02
Joy Clinkscale	11/7/05
Nancy Hollins	11/7/05
Hermione Williams	11/7/05
Fari Mahmoud	11/7/05
Carolyn Mai	11/7/05
Kevin Josey	2/5/08

**Flex-Time Services by Seniority**

Allison Barksdale	12/20/78
Joseph Wallen	2/22/99

**Flex-Time Information by Seniority**

Joyce Irving	12/12/83
Charlene Laumer	11/7/86
Joseph Wallen	2/22/99
Nancy Hollins	11/7/05
Kevin Josey	2/5/08
Kregg Stovner	10/6/08
Hermione Williams	11/7/05