DALLAS BLACK DANCE THEATRE

RELENTLESS EXCELLENCE

December 10, 2024

Dear City Council Members,

In anticipation of the City Council's upcoming meeting on Wednesday, Dallas Black Dance Theatre ("DBDT") wanted to let you know that it has reached a settlement with the American Guild of Musical Artists ("AGMA"), which was approved by the National Labor Relations Board. The resolution between the parties resolves the pending labor charges filed by AGMA involving our former dancers.

Based on our impression from last week's meeting, the City Council appeared to be focused on what we were doing to resolve the issues with AGMA and our former dancers. The settlement agreement does just that. Under the agreement, in addition to us making the former dancers whole for loss of earnings and other expenses, we will have the NLRB conduct training for all of our employees, provide AGMA access to meet with our current main company dancers once a week at our studio, and revise our policies. We will work with AGMA to revise policies applicable to the main company dancers.

We will also ensure that our employees can raise any concerns to management and/or the Board, and we will listen and take appropriate action. Of course, the dancers can also raise any issues to AGMA. Unrelated to the agreement with AGMA, we've also had some leadership changes on the Artistic side that we believe have, and will continue to have, a positive impact.

Additionally, it bears emphasizing that AGMA is the exclusive collective bargaining representative of all professional dancers employed by DBDT in the main company—this includes our current dancers. Even though AGMA asserts that the current dancers are not AGMA "members," AGMA still remains the current dancers exclusive bargaining representative under the law. Put simply, regardless of our dancers' membership status, AGMA has a duty to fairly represent them.

This resolution with AGMA allows us to move beyond past differences and work with AGMA toward a collective bargaining agreement that supports our dancers and advances DBDT's mission. We are confident this collaborative effort marks the start of a stronger partnership and a brighter future for AGMA, DBDT, and its artists.

Now that this chapter is behind us, we hope we can continue our partnership with the City of Dallas to further our mission of reaching diverse communities through the arts.

Sincerely,

Georgia Scaife
Board President

Ann M. Williams
Founder

Zenetta S. Drew
Executive Director

(214) 871-2376
DBDT.com

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 16

DALLAS BLACK DANCE THEATRE **Employer** **and** **AMERICAN GUILD OF MUSICAL ARTISTS** **Petitioner**	**Case 16-RC-341886**

TYPE OF ELECTION: STIPULATED

CERTIFICATION OF REPRESENTATIVE

An election has been conducted under the Board's Rules and Regulations. The Tally of Ballots shows that a collective-bargaining representative has been selected. No timely objections have been filed.

As authorized by the National Labor Relations Board, it is certified that a majority of the valid ballots has been cast for

AMERICAN GUILD OF MUSICAL ARTISTS

and that it is the exclusive collective-bargaining representative of the employees in the following appropriate unit:

Included: All professional Dancers employed by the Employer in the main company.

Excluded: All other employees, Encore! Dancers, Academy Dancers, Intern Dancers, Office Clerical Employees, Confidential Employees, Managers, Temporary Employees, Guards and Supervisors as defined in the Act.

June 6, 2024

TIMOTHY L. WATSON
Regional Director, Region 16
National Labor Relations Board

Attachment

1. Notice of Bargaining Obligation
2. Notice of Federal Mediation and Conciliation Services for Initial Contract Bargaining

cc: Federal Mediation and Conciliation Services

NOTICE OF BARGAINING OBLIGATION

In the recent representation election, a labor organization received a majority of the valid votes cast. Except in unusual circumstances, unless the results of the election are subsequently set aside in a post-election proceeding, the employer's legal obligation to refrain from unilaterally changing bargaining unit employees' terms and conditions of employment begins on the date of the election.

The employer is not precluded from changing bargaining unit employees' terms and conditions during the pendency of post-election proceedings, **as long as** the employer (a) gives sufficient notice to the labor organization concerning the proposed change(s); (b) negotiates in good faith with the labor organization, upon request; and (c) good faith bargaining between the employer and the labor organization leads to agreement or overall lawful impasse.

This is so even if the employer, or some other party, files objections to the election pursuant to Section 102.69 of the Rules and Regulations of the National Labor Relations Board (the Board). If the objections are later overruled and the labor organization is certified as the employees' collective-bargaining representative, the employer's obligation to refrain from making unilateral changes to bargaining unit employees' terms and conditions of employment begins on the date of the election, not on the date of the subsequent decision by the Board or court. Specifically, the Board has held that, absent exceptional circumstances,[1] an employer acts at its peril in making changes in wages, hours, or other terms and conditions of employment during the period while objections are pending and the final determination about certification of the labor organization has not yet been made.

It is important that all parties be aware of the potential liabilities if the employer unilaterally alters bargaining unit employees' terms and conditions of employment during the pendency of post-election proceedings. Thus, typically, if an employer makes post-election changes in employees' wages, hours, or other terms and conditions of employment without notice to or consultation with the labor organization that is ultimately certified as the employees' collective-bargaining representative, it violates Section 8(a)(1) and (5) of the National Labor Relations Act since such changes have the effect of undermining the labor organization's status as the statutory representative of the employees. This is so even if the changes were motivated by sound business considerations and not for the purpose of undermining the labor organization. As a remedy, the employer could be required to: 1) restore the status quo ante; 2) bargain, upon request, with the labor organization with respect to these changes; and 3) compensate employees, with interest, for monetary losses resulting from the unilateral implementation of these changes, until the employer bargains in good faith with the labor organization, upon request, or bargains to overall lawful impasse.

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[1] Exceptions may include the presence of a longstanding past practice, discrete event, or exigent economic circumstance requiring an immediate response.

NOTICE OF FEDERAL MEDIATION AND CONCILIATION SERVICES FOR INITIAL CONTRACT BARGAINING

As a workplace where employees are now represented by a union, both the employer and union have a number of obligations under the law, including the duty to bargain in good faith. These duties can have a practical impact on the bargaining process, as well as the ongoing labor-management relationship at a worksite.

As you navigate this set of obligations and their resulting impacts, we encourage you to take advantage of the following resources from the Federal Mediation and Conciliation Service (FMCS) (www.fmcs.gov). FMCS is a non-regulatory, independent federal agency, separate from the National Labor Relations Board (NLRB), whose mission is to preserve and promote labor-management peace and cooperation. FMCS services include:

- Skills development training for collective-bargaining negotiation, committee effectiveness, and conflict resolution (available at https://www.fmcs.gov/services/education-and-outreach/skills-development-training/);
- Education on contract administration (available at https://www.fmcs.gov/services/building-labor-management-relationships/); and
- Mediation, if you need additional assistance and support with your initial contract negotiations (available at https://www.fmcs.gov/services/resolving-labor-management-disputes/collective-bargaining-mediation/).

FMCS is a Congressionally funded agency offering support to both unions and employers at workplaces and these FMCS services and resources are provided **at no cost**. FMCS services are customized to the specific needs of employer and union leadership groups and FMCS is available to assist with next steps and/or answer questions that come up throughout an initial collective-bargaining agreement negotiation process, as well as for future stages of a labor-management relationship.

For more information on the full range of FMCS services and how these services can be helpful throughout various stages of the collective bargaining process, see OM 22-08. To discuss the specific needs of your group, please reach out to FMCS via email at initialcontract@fmcs.gov or by phone at (202) 606-8100.