

COLLECTIVE BARGAINING AGREEMENT

between the

LANSING ENTERTAINMENT & PUBLIC FACILITIES AUTHORITY

and

I.A.T.S.E. & MPMT, Local M274

of the

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES,

MOVING PICTURE MACHINE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES
OF AMERICA, ITS TERRITORIES AND CANADA

July 1, 2013 – June 30, 2016

ARTICLE 1

AGREEMENT

1. This agreement is made this 19th day of December, 2013, by and between the Lansing Entertainment & Public Facilities Authority (hereinafter referred to as the “Employer” of Lansing, State of Michigan, and Local M274 of the International Alliance of Theatrical Stage Employes, Moving Picture Machine Technicians, Artists and Allied Crafts of the United States, its’ Territories and Canada (hereinafter referred to as the “Union”).

ARTICLE 2

RECOGNITION

- 2.1 The Lansing Entertainment & Public Facilities Authority by this agreement recognizes I.A.T.S.E., Local M274 as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment for employees referred to the Employer by the Business Agent or other authorized representatives of I.A.T.S.E. Local M274 and referents called or scheduled directly by the Employer. This agreement shall apply and cover all on-call stagehand employees in the hereinafter described categories. The Employer agrees to advise its Lessees of the availability of the members of the I.A.T.S.E. Local M274 for the staging and performance of its productions.
- 2.2.1 The number of employees required to stage a function shall be determined by the Lessee, the terms of the rider, if any, and the Authority’s Management or technically qualified representative or designee. When requested by call, there may be working Department Heads in the categories of Stage Carpentry, Stage Electric, Stage Audio, Wardrobe, and A/V Projection or others by agreement.

ARTICLE 3

EMPLOYER RIGHTS

- 3.1 The Employer hereby retains and reserves unto itself, without limitation except as expressly set forth in this Agreement, all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it by the laws of the State of Michigan, by its articles and by-laws and by any resolution of its Board of Commissioners. Except as set forth in the Agreement, the rights reserved by the Employer include but are not limited to, the right to determine the quality and quantity of services to be provided, the right to control the materials, tools and equipment to be used, the right to change or discontinue services, material or methods of production, the right to introduce new equipment to be used, the right to introduce methods, machinery or processes, the right to change or decide on materials, supplies, equipment and tools to be purchased, the right to determine

the number location and types of facilities and installations, the right to determine the size of the work force, the right to hire, discharge, discipline, lay off and recall employees, the right to direct the work force, assign and schedule work, the right to establish, change, combine or discontinue job classifications in the bargaining unit, the right to schedule lunch, rest periods, clean-up times, starting and quitting times, the right to determine the number of hours to be worked, the right to establish reasonable work rules or policies, and the right to determine the qualifications of employees to perform available work and the right to manage its affairs efficiently and economically. In the event the Employer's exercise of any of the foregoing rights conflicts with any other provisions of this Agreement, the other provision shall prevail.

ARTICLE 4

UNION SECURITY

- 4.1 Neither the Employer nor the Union shall compel or attempt to compel any employee to do of the following:
- (a) Become or remain a member of the Union or otherwise affiliate with or financially support the Union.
 - (b) Refrain from joining the Union or otherwise affiliating with or financially supporting the Union.
 - (c) Pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of the Union.

This provision shall be reinstated to the original language if necessary to be in accordance with applicable and current law.

- 4.2. The Employer agrees not to discriminate against any employee or applicant for employment by reason of membership in the Union or because of anything said or done in furtherance of the Union.
- 4.3. As the Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Technicians, Artists and Allied Crafts of the United States, its' Territories and Canada, *AFL – CIO*, nothing in this contract shall ever be construed to interfere with any obligation the Union owes to such International Alliance by reason of a prior obligation. However, this condition shall in no event be construed so as to conflict with any applicable State or Federal Laws.

ARTICLE 5

UNION DUES

- 5.1 Payment by Check-off or Direct to Union. The Employer will check-off dues or service charges on the basis of individually signed voluntary check-off authorization cards on terms that have been agreed to by the Employer and Union. Employees may cancel authorizations for check-off of Union dues or service charges and make payments directly to the Union.
- 5.2 Employer Responsibility for Deductions. The Employer shall have no responsibility for the collection of initiation fees and membership dues or services charges or any other assessments that are not in accordance with Article 4 of this Agreement.
- 5.3 Delivery of Executed Authorizations for Check-off. A properly executed copy of the form authorizing check-off by an employee for whom membership dues or service charges are to be deducted in accordance with Article 4 of this Agreement shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under a properly executed authorization for check-off which is in effect. Any authorization for check-off form which is incomplete or in error will be returned to the Business Agent of the Union by the Employer.
- 5.4 When Deductions Begin. Deductions under all properly executed authorizations for check-off shall become effective at the time such authorizations are tendered to the Employer and shall be deducted from each pay check.
- 5.5 Refunds. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union or where a deduction is not in conformity with the provisions of the Union Constitution or Bylaws, refunds to the employee will be made by the Union.
- 5.6 Remittance of Deductions. Deductions for any calendar month shall be remitted to the Secretary-Treasurer of the Union as soon as possible after the first pay of that month. The Employer shall furnish the Secretary-Treasurer of the Union a monthly list of employees for whom deductions have been made and the amounts thereof.
- 5.7 Termination of check-off. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a employee of the bargaining unit. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.
- 5.8 Disputes concerning check-off. Any dispute between the Union and the Employer that may arise as the whether or not an employee properly executed or properly

revoked an authorization for check-off shall be reviewed with the employee by a representative of the local Union and the representative of the Employer. The decision of the representative of the local Union and representative of the Employer shall be final and binding on the Employee, the Union and the Employer. Until the matter is disposed of, no further deductions shall be made.

- 5.9 Limit of Employer's Liability. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of payment of any sum other than that constituting actual deductions made from wages earned by employees.
- 5.10 Disputes Concerning Membership. Any dispute arising as to an employee's membership in the Union shall be reviewed by the representative of the Employer and a representative of the local Union. However, the employee may be retained at work while the dispute is being resolved.
- 5.11 Employer Liability. The Union shall indemnify and hold the Employer harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.

ARTICLE 6

WAGES

On Call Stage Employees

- 6.1 The Employer agrees to pay per hour not less than the following schedule of rates for the work performed.

<i>Standard Classes</i>	<i>Current '13 7/1/13 2.5%</i>	<i>Effective 7/1/14 2.0%</i>	<i>Effective 7/1/15 2%</i>	
<i>Department Heads +15% on base</i>				
<i>Hand / Stage Carpenter</i>	<i>\$16.12</i>	<i>\$16.44</i>	<i>\$16.77</i>	
<i>Hand / Stage Electrician</i>	<i>\$16.12</i>	<i>\$16.44</i>	<i>\$16.77</i>	
<i>Hand / Property person</i>	<i>\$16.12</i>	<i>\$16.44</i>	<i>\$16.77</i>	
<i>Hand / Spotlight Operators</i>	<i>\$16.12</i>	<i>\$16.44</i>	<i>\$16.77</i>	
<i>Hand / Grips</i>	<i>\$16.12</i>	<i>\$16.44</i>	<i>\$16.77</i>	
<i>Hand / Flyman</i>	<i>\$16.12</i>	<i>\$16.44</i>	<i>\$16.77</i>	
<i>Hand</i>	<i>\$16.12</i>	<i>\$16.44</i>	<i>\$16.77</i>	
<i>Wardrobe</i>	<i>\$16.12</i>	<i>\$16.44</i>	<i>\$16.77</i>	
<i>Projectionist</i>	<i>\$16.61</i>	<i>\$16.94</i>	<i>\$17.28</i>	
<i>Pyrotechnician</i>	<i>\$16.61</i>	<i>\$16.94</i>	<i>\$17.28</i>	

<i>Audio Board</i>	<i>\$16.61</i>	<i>\$16.94</i>	<i>\$17.28</i>	
<i>All Extra Work Per Hour</i>	<i>\$16.12</i>	<i>\$16.44</i>	<i>\$16.77</i>	
<i>Forklift Operator</i>	<i>\$16.92</i>	<i>\$17.26</i>	<i>\$17.61</i>	
<i>Rigger: General</i>	<i>\$18.86</i>	<i>\$19.24</i>	<i>\$19.63</i>	
<i>A/V General (Special Audio Visual See item 21b)</i>	<i>\$16.12</i>	<i>\$16.44</i>	<i>\$16.77</i>	
<i>Open Steel</i>	<i>\$19.40</i>	<i>\$19.79</i>	<i>\$20.19</i>	
<i>Tie In Electrician 208V</i>	<i>\$16.44</i>	<i>\$16.77</i>	<i>\$17.11</i>	
<i>Truck Loaders when Hourly</i>	<i>\$16.12</i>	<i>\$16.44</i>	<i>\$16.77</i>	
<i>A/V Special includes Audio & Light Board Ops per 6.4.2</i>	<i>\$18.86</i>	<i>\$19.24</i>	<i>\$19..63</i>	
<i>Health Contributions</i>	<i>13%</i>	<i>14%</i>	<i>14%</i>	

- 6.2.1 A minimum call for load in, load out or work call shall be four (4) hours except when an employee is working on the show call and is moved to load out, in which case it shall be considered a work continuation.
- 6.2.2 After eight (8) hours work without a one (1) hour break, an Employee shall be paid two (2) times the Employee's regular rate until such time that a meal break of one hour is given.
- 6.2.3 On a call of 12 hours or more, a second meal break of 30 minutes shall be given after 10 hours. A meal penalty of double time shall be imposed until such time that a meal break of 30 minutes is given. After 10 hours, no meal break will be given if work can be completed within one additional hour.
- 6.2.4 6.2.4 Meal Breaks. When work is performed after five (5) hours, unless and until workers do receive a one (1) hour meal break, such time worked shall be time and one half (1.5), until break or normal meal is given. After the initial five (5) hours, no meal break will be given if work can be completed within one additional hour. The sixth (6th) hour and any additional hours worked will be paid, above prevailing rate, at time and one-half (1.5) until a meal break is provided.
- 6.2.5 In order to maintain and continue the flow of work, the Employer may provide a meal and paid time to consume the meal. In this event Sections 6.2.2 and 6.2.4 above shall not apply. Thirty (30) minutes must be provided to consume the food.
- 6.3 Wage Re-Opener:
The parties recognize that the Authority receives certain contributions from the City of Lansing as part of its annual revenues. In the event during the term of the Agreement that revenue contributions (excluding special or extraordinary contributions earmarked for specific capital expenditures) from the City of

Lansing is increased or decreased by resolution by the Lansing City Council by 10% or more for any fiscal year from the level prevailing during the immediately preceding fiscal year, then either party may upon written notice to the other party reopen this contract subject to the following conditions:

- (1) *Only wage and fringe benefit levels are subject to reopening;*
- (2) *Once written notice of reopening has been provided hereunder, the parties shall negotiate in accordance with their respective legal objections with respect to whether wage and/or fringe benefit adjustments are warranted as a result of the increases/decreases in the City's contribution.*
- (3) *The EMPLOYER agrees that it will not implement adjustments in wages or fringe benefits, other than those granted under this Section, which are less favorable to other employees of the EMPLOYER.*
- (4) *Disputes under this Section 6.3 shall not be subject for the grievance procedure, except that any claim that the EMPLOYER has not adhered to its obligations under subsection (3) of this Section 6.3 shall be a proper subject for the grievance procedure.*

- 6.4.1 Work assignments for A/V Special defined. The rate set shall apply when the job requires the simultaneous or sequential utilization of video or slide projection (*Power Point or other computer programs*), switching and/or live video camera or film camera work.
- 6.4.2 Lighting Board Operators and Audio Board Operators defined. Light board operators assigned to programming and running of theatrical lighting systems independent of house lights utilizing a minimum of sixteen (16) channels and Audio Board Operators when assigned and running audio control boards utilizing a minimum of (8) input channels will be paid at the A/V Special Rate. For smaller board operation the rate may be assigned by the Technical Service Manager.
- 6.5.1 Performance and/or Rehearsals. A flat fee of four (4) times the schedule of rates for the work performed per employee per show and/or rehearsal.
- 6.5.2 Performance Defined. Performance may be interpreted to be a period of three and one-half (3 ½) consecutive hours, beginning with a half (1/2) hour prior to the scheduled start time of said performance. If the performance extends more than the three and one-half (3 ½) scheduled hours, the applicable rate shall be paid for each additional hour or fraction thereof.
- 6.5.3 The Employer reserves the right to define “performance” as a call based on the client needs and/or event description.

- 6.6.3 If work is resumed after a break of more than (1) hour, there shall be a minimum of three (3) hours paid.
- 6.7 In the instance that “Yellow Card” events take place in the Employer’s facilities or are sponsored by the Employer elsewhere, “Yellow Card” local work rules and local “Yellow Card” rates will prevail, where they contradict any part of the collective bargaining agreement.
- 6.8 A rate of one and one-half (1.5) times an Employee’s regular rate shall be paid after eight (8) hours worked in any one (1) day or forty (40) hours worked in a week, or between 12 A.M. and 7 A.M. For purposes of computing overtime under this Section, the payroll period shall begin on Monday morning at 12:01 A.M., and end the following Monday morning at 12:00 A.M.
- 6.8.5 In the event a worker is called back to work with less than an eight (8) hour overnight rest period to meet the Employer’s needs of worker continuity, then time and one half (1.5) the base rate will be accorded the worker.
- 6.9.1 Flat Rating. Loaders shall be paid at the flat rate of \$38.00 per person, per semi-trailer, with a minimum of four (4) persons. The rate shall be \$25.00 per person for each truck of lesser size than semi-trailer, with a minimum of two (2) persons. The rate shall be \$12.25 per bus or van, with a minimum of two (2) persons. If a bus is loaded with equipment and used as a truck, the truck rate of \$25.00 per person will apply.
- 6.9.2 The rates listed in Section 6.9.1 apply for truck loaders unless there is a waiting period of more than two (2) hours. In such instances, once the two (2) hour wait is reached, the loader shall be paid the current accrued hourly rate for the time spent on the job, in addition to the flat rate per truck. In this instance, Section 6.2.1 shall not apply.
- 6.11 When an IATSE personnel is positioned as the only liaison with a client or requested/directed to act as the liaison with the client in the direction of work, with two or more individuals, they shall be designated as the IATSE “Department Head” and shall be paid “Department Head” pay. However, when an IATSE personnel is requested or directed to act alone in the setting of rooms or flipping of A/V sets per the work order, they will receive their standard rate of pay.
- 6.11.5 “Department Heads, when requested by the employer, shall be defined in the following departmental areas: Carpenter, Electrician, Audio and or Visual (Video) and Property. Others may be assigned when requested by the Employer and accepted by the Union.”

ARTICLE 7

WORK ASSIGNMENTS

- 7.1.1 Work Assignments for On-Call Stagehand Employees. On-call stagehand employees who have been sent by the IATSE Business Agent or his/her designee will be assigned or reassigned work to meet the needs of the Employer by its Management or designee. Only persons from the able classification records provided by the Local to the Employer shall be sent.
- 7.1.2 On September 15th of each year, the Union will present a list of available, able and qualified employees to the Employer. As new employees become available, the Employer will be notified before they shall be scheduled to work. The Employer may, at times, request written verification from the Union of an employee's qualifications to meet an assigned job classification/assignment. If Union fails to provide Employer with said list by September 15th of each year, the Union and its' members may be subject to disqualification of eligible work. Employees that have become eligible may not gain seniority with Employer until updated list and/or notification becomes available to Employer.
- 7.1.3 Before the Employer can strike a name from the available personnel list, the Employer must show good cause in writing.

ARTICLE 8

HOLIDAYS

- 8.1 Paid holidays are designated as follows:
- Labor Day (Federally Observed)
 - Thanksgiving Day
 - The Day after Thanksgiving
 - Christmas Eve
 - Christmas Day
 - New Years Eve
 - New Years Day
 - Martin Luther King, Jr. Day (Federally Observed)
 - Memorial Day (Federally observed)

Independence Day (Federally Observed)

- 8.2 A holiday rate of two (2) times the Employee's regular rate will be paid on the actual holiday when worked.

ARTICLE 9

BENEFITS

- 9.1 The Employer agrees to pay for the contract year beginning 7/1/13, in addition to the wages of employees, an amount equal to the percent defined in item 6.1 of the total gross wages earned by such employees to the "IATSE NATIONAL HEALTH AND WELFARE FUND". These payments will be made monthly and must be received within thirty (30) days after the end of the month.
- 9.2 The Employer agrees to execute all documents necessary to support contributions to the IATSE National Health and Welfare Fund.

ARTICLE 10

GENERAL CONDITIONS

- 10.1 The Employer reserves the right to provide supplemental qualified personnel in the event the Union cannot furnish adequate numbers of employees.

ARTICLE 11

RECRUITMENT

- 11.1 The Employer will provide the Union notification of job announcements for positions for which members of the bargaining unit may be qualified. Such notice shall include the classification description for the position.
- 11.2 The Union may obtain applications for use by those interested in applying for the positions.

ARTICLE 12

GRIEVANCE PROCEDURE

Should any differences, disputes or complaints arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of both parties to settle such differences, disputes or complaints promptly in the following manner, without any hindrance to the completion of production or stoppage of work:

12.1 Step I - Supervisory

The aggrieved employee shall make a reasonable effort to settle his/her grievance with the supervisor of his/her department accompanied by a Union representative, if he/she so desires, within fourteen (14) calendar days after the incident giving rise to the grievance or when the grievant became aware of or should have become aware of the incident giving rise to the grievance, whichever occurs later. The supervisor must respond to the employee's grievance within fourteen (14) days from the date on which it was presented by the employee and/or Union at this step.

12.2 Step II – Vice President of Operations

If the grievance is not satisfactorily adjusted in the first step, the employee and/or the Union will reduce the grievance to writing within fourteen (14) calendar days and present it to the Vice President of Operations or her/his designee on the form attached as Appendix 'A.' The Vice President of Operations or his/her designee must meet with the grievant, a Union representative, and the immediate supervisor to discuss the grievance within fourteen (14) days after receiving a written grievance. The Vice President of Operations or his/her designee shall answer the grievance in writing within fourteen (14) days after meeting with the grievant, a Union representative and the immediate supervisor.

12.3 Step III – President & Chief Executive Officer

If the grievance is not satisfactorily adjusted in the second step, the employee and/or the Union will submit to the President & CEO, within seven (7) days of receiving a written response in step II, the following; the written grievance, the response to the grievance submitted by the Vice President of Operations and a written explanation as to why the employee and/or the Union disagrees with the response submitted by the Vice President of Operations. The President & CEO or his/her designee must meet with the grievant, a Union representative, and the immediate supervisor to discuss the grievance within fourteen (14) days after receiving the documentation. The President & CEO or his/her designee shall answer the grievance in writing within seven (7) days after meeting with the grievant, a Union representative and the immediate supervisor.

12.4 Step IV- Mediation

In the event that the grievance is unresolved at Step III of this procedure, the parties agree to submit the grievance to a mediator mutually selected by the parties.

12.5. Step V – Arbitration

If the previous steps do not result in a resolution of the dispute, the Union may elect to take the matter to arbitration by written notice to the American Arbitration Association, with a copy to the Employer, given within fourteen (14) calendar days after the conclusion of the previous Step IV. If notice of appeal to arbitration is given pursuant to the preceding sentence, the parties shall select an arbitrator under the rules and procedures of the American Arbitration Association or the parties may mutually agree upon an arbitrator to hear the grievance.

The parties agree that the arbitration and the Arbitrator shall be subject to the following conditions:

1. The Arbitrator shall be empowered to rule only on those grievances and defenses that involve the interpretation or application of this Agreement, and that are presented in the grievance form.
2. He/she shall not add to, detract from, ignore, or change any of the terms of this Agreement, nor any other agreement made supplementary hereto.
3. It shall be the responsibility of the Arbitrator to render a decision in writing within thirty (30) days after the closing of the case if possible.
4. Grievances may be combined on different subjects before the same Arbitrator, if the parties agree.
5. The Arbitrator's decision within his/her jurisdiction on a grievance submitted for arbitration shall be final and binding on the parties.
6. The Arbitrator shall be bound by and function in accordance with the labor arbitration rules of the American Arbitration Association in effect at the time of arbitration.
7. A grievance not answered by the Employer or taken to the next step by the Union within the time limits provided in any step shall be deemed denied and shall be automatically advanced to the next higher level. The Employer and Union agree to make a good faith attempt to address each and every grievance in a timely fashion.

8. Notwithstanding any other provision of this Agreement to the contrary, the parties agree that any grievance not processed to arbitration by the filing of a demand for arbitration within one hundred eighty (180) days of its initial filing shall be deemed denied as of the last step where the grievance was processed.
 9. Time limits in this grievance procedure may be changed by mutual agreement between the Employer and the Union. Any such agreement shall be in writing.
 10. Any and all costs in connection with the preparation and presentation of each case shall be paid by party incurring such costs. The expenses of each witness and compensation of any witness for any party shall be paid by the party producing such witness. The Arbitrator's fee and expenses shall be paid equally on a 50-50 basis between the Employer and the Union.
 11. The Arbitrator shall have the authority to remedy any violation of the contract properly presented to him/her and may award appropriate relief.
- 12.6 The time limits set forth in this Article are to be strictly observed unless mutually extended in writing. Should any grievance not be pursued to the next step within the time provided, it shall be deemed resolved on the basis of the Employer's last answer.

ARTICLE 13

TERMS OF THE AGREEMENT

13.1 This Agreement shall be in force and binding from July 1, 2013 through June 30, 2016, and from year to year thereafter unless notice of termination or modification is given as hereinafter provided. At least sixty (60) days prior to the expiration date hereof, the parties shall meet and confer to negotiate the terms of a new Agreement to take effect upon the expiration of this Agreement unless notice of termination had been given.

**For the Lansing Entertainment &
Public Facilities Authority**

**For the International Alliance of
Theatrical Stage Employes,
Moving Picture Machine Technicians,
Artists and Allied Crafts of the United
States of America, its' Territories and
Canada, AFL-CIO, Local M274**

**BY: _____
Scott Keith
ITS: PRESIDENT/CEO**

**BY: _____
Matthew Woolman
ITS: Business Agent**

**BY: _____
Tristan Wright Meyer
ITS: VICE PRESIDENT/OPERATIONS**

**BY: _____
John McDaniel
ITS: Secretary/Treasurer**

**BY: _____
Greg Soleau
ITS: VICE PRESIDENT/FINANCE**

**BY: _____
ITS:**

AGREED THIS 19 DAY OF December, 2013