

THEATRICAL STAGE EMPLOYEES LOCAL 146
Of the I.A.T.S.E. and M.P.M.O. of the U.S., its Territories & Canada, AFL-CIO, CLC.
P.O. Box 13354 Fort Wayne, Indiana 46868



THE ALLEN COUNTY WAR MEMORIAL COLISEUM AND THE
INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES
LOCAL No. 146 DO JOINTLY UNDERSTAND THE FOLLOWING:

SECTION I: WAGE SCHEDULE

Agreement Year 2012 – 2013 Hourly wage or rate

Steward/Lead Person: \$20.50/hour
Steward/Lead Person: \$30.75/hour for overtime or holiday
Steward/Lead Person: \$84.00 for performance

Stage Hand: \$18.50/hour
Stage Hand: \$27.75/hour for overtime or holiday
Stage Hand: \$76.00 for performance

Rigger: Flat rate: \$220.00 Load In and Load Out for 1 to 12 points;
\$275.00 for 13 to 24 points; \$350.00 for 25 or more points.

Truck loader: Same wage as shown for Stagehand.

Climbing focus: Flat rate to climb truss of \$30.00

SECTION II: EMPLOYEE DUTIES AND CONDITIONS

Employees referred by *Union* Local 146 shall be employed to move in, unpack, set up, and operate lighting, sound, properties and scenery, before, during and following all performances. The *Employer* shall contact the Business Representative of *Union* Local 146 to request Stagehands for each work call. The Business Representative shall appoint a Steward for every work call and the *Employer* shall approve the Steward. The Steward shall be non-working on events requiring a working crew of twelve or more persons.

Loaders and Riggers shall not be counted as working crew. Persons employed by the *Employer* though *Union Local 146 Business Representative* under this *Joint Understanding* shall be under the *Employer's* sole direction and control. Employees are not independent contractors or employees of the *Union*. The *Employer* shall indemnify and agrees to hold harmless and without liability all persons employed by the *Employer* under this *Joint Understanding*. The *Employer* agrees to hold *Union Local 146* harmless under this *Joint Understanding*. When the presenter or performer would perform those functions themselves or with volunteer labor the *Union Local 146 Business Agent* and the *Employer* shall negotiate in advance of the event. The *Union Local 146 Business Agent* shall approve and confirm in writing the agreement.

SECTION III: LOAD IN and LOAD OUT

Any employee, under this *Joint Understanding*, that is given a work call to do the load in shall be compensated for a four- (4) hour's minimum. A minimum of four (4) employees and a four (4) hour minimum load in is required for all professional type events carrying or moving in sound, lighting, musical, scenery, or costume equipment and any "yellow card" event or any event requiring truck loaders. Events not in above categories are negotiable and the *Local Union No. 146 Business Representative* should be contacted prior to the day of the event. When the *Employer* reduces a load in crew, departmental seniority shall be utilized in making the reduction. All employees working the load out shall be compensated a minimum of four (4) hours. The load out time shall start within one (1) hour of the end of the performance. All fractions of an hour shall be considered as after the hour and will be computed from the following hour and for determining time to be compensated. The load out time period shall be a four (4) hour minimum. All load outs of less than one (1) hour duration shall be compensated at a two (2) hour minimum unless the employee is only called and working the load out and in that case shall be compensated at the normal four (4) hour minimum.

SECTION IV: TRUCK LOADERS

Truck Loaders shall only unload and load trucks. Truck Loaders shall not perform Stagehand work. Stagehands shall not perform Truck Loader work. Truck Loaders shall be paid four hours minimum wages for the load in. Truck Loaders shall be paid four hours minimum wages for the load out. There shall be a minimum of two Truck Loaders on trucks not to exceed twenty-four feet in length on the load in and load out. There shall be a minimum of four Truck Loaders on trucks more than twenty-four feet in length on the load in and load out. Any deviation from any of the preceding requires previous negotiation and approval in writing by the *Union Local 146 Business Agent*.

SECTION V: RIGGING

A: Any rigging shall be a flat rate for a "load – in --- load - out" call at the prevailing rate shown in the Pay Schedule section herein.

B: Minimum rigging crew in the Main Arena shall consist of one (1) down rigger for every one (1) up rigger, as all rigging points are pulled from ground level. (Example: two up riggers with two down riggers and so forth.) On the out we will go to 2 riggers up to 1 rigger down. Certain shows may also require extra hands, (rope pullers), on large set-ups.

Some set-ups in the Exposition Hall may also require the same minimum rigging crew as stated above.

SECTION VI: PERFORMANCE

The Steward shall be on duty and paid hourly wages one hour prior to show time. The Steward shall work a minimum three and one-half (3 1/2) hours on the performance call. The minimum performance call for the stage crew shall be three and one half-hours (3 ½). Employees working the performance work call shall report one half hour prior to the start of the advertised show time. When it is necessary to finish setting up, unpacking or assembling equipment, the time shall be paid as hourly wages. When a performance work call exceeds three and one half-hours (3 ½), each working employee shall be paid hourly wages. Any deviation from any of the proceeding requires previous negotiation and approval in writing by the *Employer* and the *Union Local 146 Business Representative*.

SECTION VII: OVERTIME

Overtime wage rate is calculated as hourly pay plus one half pay. Overtime wages shall be paid to each working employee in one-hour increments for any amount of time worked into the next hour. Overtime wages shall be paid any time between twelve o'clock midnight and eight o'clock a.m. Overtime wages shall also be effective if more than eight hours (8) time worked in one day call. Employees shall have a fifteen-minute rest period after two and one-half hours of work and a fifteen-minute rest period after six and one-half hours of work. Employees shall have a paid thirty-minute meal period when the *Employer* furnishes food. Employees shall have an unpaid sixty-minute meal period when the *Employer* does not furnish food. Employees who work more than five hours and have not been provided a meal break shall be paid overtime wages for each hour past the fifth hour. When the *Employer* gives every employee a one hour meal break after four hours and before five hours during the load in period, the Steward shall continue working when any road crew member or performer is in the facility and the Steward shall receive overtime wages unless a meal is provided for the Steward by the *Employer*.

SECTION VIII: VIDEO OR MOVIE TAPING FOR COMMERCIAL USE IN FUTURE

The minimum load in shall be eight hours. Installation of permanent screens or any other equipment shall be an eight-hour minimum call. Any event taped or visually recorded for commercial use in the future shall be compensated at two times the normal wage.

SECTION IX: HOLIDAYS

Events on New Year's Eve, New Year's Day, Easter Sunday, July 4th, Labor Day, Thanksgiving Day and Christmas Day shall be compensated at Holiday wages.

SECTION X: COMPENSATION OF EMPLOYEES AND UNION

Wages are calculated as a full hour wages for any fraction of any hour worked. Compensation for work performed by employees is due and payable on the day of the event and prior to performance time. Payment shall be to the *Union Local 146* from the Allen County War Memorial Coliseum, or by cash, money order or cashier check unless the *Union Local 146 Business Representative* has previously approved another

agreement, in writing. The Employer shall pay a fee of seventeen percent (17%) of the gross earnings of all employees working under this *Joint Understanding in 2010 then (18%) 2011* through remainder of contract. This fee is applied to various employer taxes, insurance, payroll services, and office expense related to processing the payroll. The fee shall be paid by the *Employer* to the *Union* and is subject to change during the period of this *Understanding*.

SECTION XI: JOB SAFETY

The *Employer* shall make all provisions for the safety and health of the employees during the hours of employment. The *Employer* shall furnish, at no cost, all safety equipment for use by employees in compliance with applicable Federal, state, and local laws and regulations pertaining to the health and safety of employees covered by this *Joint Understanding*.

SECTION XII: PROMOTERS FINANCIAL RESPONSIBILITY TO THE UNION

The *Union* Local 146 Business Representative may request any promoter to submit a pre-payment or an approved fidelity bond to the *Employer* or the *Union* in a financial amount determined by the *Union* Local 146 Business Representative in advance and in writing prior to the day of the event.

SECTION XIII: NO SMOKING POLICY

It is the policy of the *Employer* and Local Union No. 146 that smoking shall be prohibited in all enclosed areas of the Allen County War Memorial Coliseum or any other in-door facility being utilized. This is in accordance with the City of Fort Wayne Ordinances No. G-22-98, G-23-98 and G-14-07 and with the Job Referral List, Work Procedures, and Policies of Local Union No. 146. Any employee or member of Local Union No. 146 found to be in violation of these policies shall be prohibited from any future employment by the *Employer*.

SECTION XIV: TERM OF JOINT UNDERSTANDING

It is further agreed that the *Joint Understanding* shall be in full force and binding from the first day of September 2010 until the thirty-first day of August 2013. Within sixty days prior to August 31st 2013, either party shall be able to reopen this *Joint Understanding* by notification in writing, delivered by certified mail, to the other party to meet and to negotiate the terms and conditions of a new joint understanding to take effect upon the termination of this *Joint Understanding*. If no such notice is forthcoming the *Joint Understanding* shall renew for a period of one year and will continue to renew itself from year to year thereafter until a proper notice to make changes is initiated

The foregoing *Joint Understanding* between the *Union* and the *Allen County War Memorial Coliseum*, having been duly approved by both parties, is hereby executed by the undersigned authorized representatives of each party.

For the Allen County War Memorial Coliseum:

By: _____

Date _____

For the Union Local No. 146:

By: _____
John H. Hinen Jr., Business Representative

By: _____
Ralph Graft, President

Date _____