



**IATSE Local 635
Basic
Agreement**

September 1, 2006

This Agreement is made and entered into between

(hereinafter referred to as the “Employer”) and IATSE Local 635 (hereinafter referred to as the “Union”) of the International Alliance of Theatrical Stage Employes.

I. Recognition

The Employer acknowledges and agrees that the Union has demonstrated to its satisfaction that the Union represents a majority of the Employer’s employees in an appropriate bargaining unit. Accordingly, the Employer hereby recognizes the Union as the exclusive Collective Bargaining Representative under Section 9(a) of the National Labor Relations Act of the Employer’s employees in the following bargaining unit:

All employees engaged in, but not limited to, Stagehand, Carpentry, Rigging, Lighting, Electrical, Sound, Painting, Properties, Wardrobe, Pyrotechnics, Video Camera Operation, Truck Unloading and Truck Loading work at the Employer’s facilities or events.

As IATSE Local 635 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 nothing in this agreement shall ever be construed to interfere with any obligation IATSE Local 635 owes to such International Alliance by reason of a prior obligation, provided that the foregoing shall in no event be construed or applied so as to contravene any applicable Federal or State Law.

II. Covered Work

This Agreement covers all work performed by or on behalf of the Employer in connection with the production, performance and/or presentation of any theatrical shows, concerts, meetings and events, including those held in or about the Employer’s facilities. This clause shall not preclude normal work performed by members of a road crew of a traveling attraction.

III. Hiring

1. Whenever the need arises for work to be performed that is covered by this Agreement, the Employer will notify the Union at least 48 hours in advance of the call and request referral of the persons needed.

2. The Union will refer qualified persons to the Employer.

3. The Employer may reject any persons referred by the Union if it determines that such persons are not competent to perform the work. Any rejections shall be presented in writing by the Employer to the Union.

IV. Wages

1. Employees shall be paid at the following rates:

Description	Rate
Stagehands, Carpenters, Flymen, Electricians, Props, Sound, Utility Painters, Wardrobe, Truck Loaders and General Shop Hands	15.75/hr
Forklift Operators, Stitches, Light & Sound Board Operators, Crew Heads, Follow Spot Operators, On-Site Stewards, OSHA Certified Operators and any non-Rigging work that requires fall protection	18.83/hr
Riggers and Video & Camera Operators, Projectionists	26.25/hr

2. The above hourly wage rates are minimums and employees are entitled to negotiate better conditions with the Employer on an individual basis, provided that any resulting agreement may not abrogate any of the conditions of this Agreement. Any employee enjoying better conditions will not have his or her wages, benefits hours and working conditions reduced in any way as a result of this Agreement.

3. All call-backs and call returns after meal breaks are made at two (2) hour minimums. A fifth hour may be added to a call.

4. All hours worked over ten (10) in a day shall be paid at one & one half times (x1.5) the prevailing rate.

5. All hours worked over forty (40) in a week shall be paid at one & one half times (x1.5) the prevailing rate.

6. All hours clocked between 12:00 midnight and 8:00am will be paid at one & one half times (x1.5) the prevailing rate.

7. Employees shall not be replaced for the purpose of avoiding overtime pay.
8. Employees shall be given twenty-four (24) hours notice if the position they were originally called for changes to a position with a lower rate. In the event that twenty-four (24) hours notice is not given, the employee shall be paid at the higher rate for the position they were originally called for the first four hours of the call.
9. There will be annual wage increases of 5% beginning January 1, 2009.

V. Staffing Requirements

1. An On-Site Steward shall be required to supervise crew calls of ten (10) or more people.
2. For the purposes of safe Rigging, there shall always be at least one (1) Rigger on the ground and at least one (1) Rigger on the ground for every two (2) Riggers in the air. (Example: 1 air, 1 ground, 2 air, 1 ground; 3 air, 1 ground; 4 air, 2 ground; etc.)

VI. Work Week

The workweek is defined as the period from 8:00am Monday through 7:59am the following Monday.

VII. Meals and Breaks

1. There will be a fifteen (15) minute break after every two (2) hours of work.
2. A meal break of one (1) hour, off the clock, will be given no later than after every five (5) hours of work. If the Employer provides a hot meal on the job site, a break of thirty (30) minutes, on the clock, will be sufficient.
3. If a meal break is not given by the end of five (5) hours worked, each employee shall be paid at one & one half times (x1.5) the prevailing rate and shall receive an additional ten dollars (\$10.50) for each half hour, or portion thereof, until a meal break is given.

VIII. Cancellation of Calls

Employer shall give at least thirty-six (36) hours notice of cancellation for all calls. In the event that thirty-six (36) hours notice is not given for the cancellation of a previously arranged call, the Employer shall be billed for one four (4) hour call at the appropriate rate per each employee. In the event that less than eighteen (18) hours notice is given, the Employer shall be billed for all cancelled calls at the appropriate rate not to exceed two (2) four hour calls per each employee.

IX. Holidays

The following holidays are observed under this Agreement base on Federal Statute Holidays as listed below.

Any employee working on a holiday shall receive two times (x2) the employee's appropriate rate for the first ten (10) hours worked, and two and one half times (x2.5) the employee's appropriate rate for all hours clocked after ten (10) hours and between the hours of 12:00 Midnight and 8:00am.

The following are Federal Statute holidays:

- New Year's Day, January 1
- Martin Luther King's Birthday, 3rd Monday in January
- Washington's Birthday, 3rd Monday in February
- Easter - First Sunday after the first full moon after the vernal Equinox
- Memorial Day, last Monday in May
- Independence Day, July 4
- Labor Day, 1st Monday in September
- Patriot Day, September 11
- Columbus Day, 2nd Monday in October
- Veterans Day, November 11
- Thanksgiving Day, 4th Thursday in November
- Christmas Day, December 25

There may be times when other days are declared to be holidays by Federal statute or Executive order.

Any request for holidays to be modified or considered as regular workdays to accommodate a production schedule shall be negotiated in advance with the Business Representative.

X. Travel

For jobs outside of a 25 mile radius of Winston-Salem, North Carolina's recognised city center, employees shall be paid straight time hand rate for travel to and from the job site. For the purpose of this agreement the city center of Winston-Salem is at the intersection of Fourth and Main Streets. Reasonable hotel accommodations and a minimum Per Diem of thirty-five dollars (\$35.00) per day will be provided when necessary. Meals can be prorated at the following rates:

\$18.00 for dinner; \$10.00 for lunch; \$7.00 for breakfast.

XI. Payroll Services

The Employer acknowledges and recognises that Entertainment Labor Services (ELS) has demonstrated to its satisfaction that (ELS) is recognised as the payroll company for the Union and agrees that ELS shall invoice the Employer for all hours of the Employees according to the previously stated rates and conditions plus twenty-five percent (25%) to cover all Federal, State, Local & Unemployment Taxes, Workers Compensation Insurance, and Administrative costs as well as Benefit Contributions as outlined below:

Health & Annuity Benefit Contributions: In order to provide certain pension and welfare benefits to the employees covered under this agreement, the Employer shall contribute a sum of money equal to 10% of each employee's gross wages to the I.A.T.S.E. National Benefits Funds with annual increases of 2.5% beginning at 12:00AM January 1, 2008 and continuing through December 31, 2011.

Wages and Benefit Contributions for Employees must be paid to ELS within 14 days of the original invoice. ELS service fees are subject to increases and decreases because of increases or decreases that may occur on Federal, State, Local and Unemployment Taxes and Workers Compensation Insurance.

XII. Checkoff

The Employer acknowledges that each pay period ELS shall deduct from each employee’s wages all referral assessments that the employee has authorized in writing to be deducted and to remit the same promptly to the Union. The Union shall hold harmless the Employer from all claims arising from this clause.

XIII. Changes to this Agreement

Any additions, deletions or changes to this Agreement shall be negotiated by the Employer and the Business Agent or President of IATSE Local 635 and must be put in writing. If during the term of this Agreement, the parties enter into a successor agreement, the parties agree that the terms of the successor agreement must also be put in writing and will supersede the terms of this Agreement.

In the event any clause of this Agreement is declared illegal, it shall not prevent the rest of this Agreement being in full force and effect.

XIV. No Waiver

The union may waive or delay enforcing any of their rights under this Agreement without losing the rights.

XIV. Term of this Agreement

The term of this Agreement shall be effective for three (3) years from the latest date of signing below. Both parties agree to meet at least sixty (60) days in advance of the expiration of this Agreement to discuss its renewal.

For the Employer **Date**

For IATSE Local 635 **Date**

SCHEDULE E: RATE CARD

POSITION	CALL	BASE	HEALTH	ANNUITY	2004-06	BASE	HEALTH	ANNUITY	2006-07	BASE	HEALTH	ANNUITY	2007-08
			7.50%	2.50%	135.00%		9.50%	3.00%	137.50%		12.00%	3.00%	140.00%
STAGEHAND	1 HOUR	\$15.00	\$1.13	\$0.38	\$20.25	\$15.75	\$1.50	\$0.47	\$21.66	\$16.54	\$1.98	\$0.50	\$23.15
	4 HR	\$60.00	\$4.50	\$1.50	\$81.00	\$63.00	\$5.99	\$1.89	\$86.63	\$66.15	\$7.94	\$1.98	\$92.61
	1 HR O.T.	\$22.50	\$1.69	\$0.56	\$30.38	\$23.63	\$2.24	\$0.71	\$32.48	\$24.81	\$2.98	\$0.74	\$34.73
	DOUBLE TIME	\$30.00	\$2.25	\$0.75	\$40.50	\$31.50	\$2.99	\$0.95	\$43.31	\$33.08	\$3.97	\$0.99	\$46.31
DAY RATES	1/2 Day - 6 HR	\$147.30	\$11.05	\$3.68	\$198.86	\$154.67	\$14.69	\$4.64	\$212.66	\$162.40	\$19.49	\$4.87	\$227.36
	7th Hour - OT	\$22.50	\$1.69	\$0.56	\$30.38	\$23.63	\$2.24	\$0.71	\$32.48	\$24.81	\$2.98	\$0.74	\$34.73
	Full Day -15 HR	\$375.00	\$28.13	\$9.38	\$506.25	\$393.75	\$37.41	\$11.81	\$541.41	\$413.44	\$49.61	\$12.40	\$578.81
HEAD	1 HOUR	\$17.50	\$1.31	\$0.44	\$23.63	\$18.38	\$1.75	\$0.55	\$25.27	\$19.29	\$2.32	\$0.58	\$27.01
	4 HR	\$70.00	\$5.25	\$1.75	\$94.50	\$73.50	\$6.98	\$2.21	\$101.06	\$77.18	\$9.26	\$2.32	\$108.05
	1 HR O.T.	\$26.25	\$1.97	\$0.66	\$35.44	\$27.56	\$2.62	\$0.83	\$37.90	\$28.94	\$3.47	\$0.87	\$40.52
	DOUBLE TIME	\$35.00	\$2.63	\$0.88	\$47.25	\$36.75	\$3.49	\$1.10	\$50.53	\$38.59	\$4.63	\$1.16	\$54.02
DAY RATES	1/2 Day - 6 HR	\$155.55	\$11.67	\$3.89	\$209.99	\$163.33	\$15.52	\$4.90	\$224.58	\$171.49	\$20.58	\$5.14	\$240.09
	7th Hour - OT	\$26.25	\$1.97	\$0.66	\$35.44	\$27.56	\$2.62	\$0.83	\$37.90	\$28.94	\$3.47	\$0.87	\$40.52
	Full Day -15 HR	\$466.65	\$35.00	\$11.67	\$629.98	\$489.98	\$46.55	\$14.70	\$673.73	\$514.48	\$61.74	\$15.43	\$720.27
CONSTRUCTION	1 HOUR	\$19.00	\$1.43	\$0.48	\$25.65	\$19.95	\$1.90	\$0.60	\$27.43	\$20.95	\$2.51	\$0.63	\$29.33
	4 HR	\$76.00	\$5.70	\$1.90	\$102.60	\$79.80	\$7.58	\$2.39	\$109.73	\$83.79	\$10.05	\$2.51	\$117.31
	1 HR O.T.	\$28.50	\$2.14	\$0.71	\$38.48	\$29.93	\$2.84	\$0.90	\$41.15	\$31.42	\$3.77	\$0.94	\$43.99
	DOUBLE TIME	\$38.00	\$2.85	\$0.95	\$51.30	\$39.90	\$3.79	\$1.20	\$54.86	\$41.90	\$5.03	\$1.26	\$58.65
DAY RATES	1/2 Day - 6 HR	\$166.80	\$12.51	\$4.17	\$225.18	\$175.14	\$16.64	\$5.25	\$240.82	\$183.90	\$22.07	\$5.52	\$257.46
	7th Hour - OT	\$28.50	\$2.14	\$0.71	\$38.48	\$29.93	\$2.84	\$0.90	\$41.15	\$31.42	\$3.77	\$0.94	\$43.99
	Full Day -15 HR	\$500.40	\$37.53	\$12.51	\$675.54	\$525.42	\$49.91	\$15.76	\$722.45	\$551.69	\$66.20	\$16.55	\$772.37
SPECIALTY	1 HOUR	\$25.00	\$1.88	\$0.63	\$33.75	\$26.25	\$2.49	\$0.79	\$36.09	\$27.56	\$3.31	\$0.83	\$38.59
	4 HR	\$100.00	\$7.50	\$2.50	\$135.00	\$105.00	\$9.98	\$3.15	\$144.38	\$110.25	\$13.23	\$3.31	\$154.35
	1 HR O.T.	\$37.50	\$2.81	\$0.94	\$50.63	\$39.38	\$3.74	\$1.18	\$54.14	\$41.34	\$4.96	\$1.24	\$57.88
	DOUBLE TIME	\$50.00	\$3.75	\$1.25	\$67.50	\$52.50	\$4.99	\$1.58	\$72.19	\$55.13	\$6.62	\$1.65	\$77.18
DAY RATES	1/2 Day - 6 HR	\$211.80	\$15.89	\$5.30	\$285.93	\$222.39	\$21.13	\$6.67	\$305.79	\$233.51	\$28.02	\$7.01	\$326.91
	7th Hour - OT	\$37.50	\$2.81	\$0.94	\$50.63	\$39.38	\$3.74	\$1.18	\$54.14	\$41.34	\$4.96	\$1.24	\$57.88
	Full Day -15 HR	\$635.40	\$47.66	\$15.89	\$857.79	\$667.17	\$63.38	\$20.02	\$917.36	\$700.53	\$84.06	\$21.02	\$980.74
MEAL COMP	Breakfast	\$7.00	\$0.53	\$0.18	\$9.45	\$7.00	\$0.67	\$0.21	\$9.63	\$7.00	\$0.84	\$0.21	\$9.80
	Lunch	\$10.00	\$0.75	\$0.25	\$13.50	\$10.00	\$0.95	\$0.30	\$13.75	\$10.00	\$1.20	\$0.30	\$14.00
	Dinner	\$18.00	\$1.35	\$0.45	\$24.30	\$18.00	\$1.71	\$0.54	\$24.75	\$18.00	\$2.16	\$0.54	\$25.20
PROJECTIONIST	FILM RATE	\$180.00	\$13.50	\$4.50	\$243.00	\$189.00	\$17.96	\$5.67	\$259.88	\$198.45	\$23.81	\$5.95	\$277.83