



**IATSE Local 635
Arts Council Of Winston-Salem/Forsyth County
Agreement Proposal**

July 1, 2005

This Agreement is made and entered into between the Arts Council of Winston-Salem/Forsyth County (hereinafter referred to as the “Employer”) and IATSE Local 635 (hereinafter referred to as the “Union”) of the International Alliance of Theatrical Stage Employees.

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 the Employer’s staff or the 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 shall notify the Union at least 48 hours in advance of the call and request referral of the persons needed.

2. The Union shall 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. The Employer shall present any rejections in writing to the Union.

IV. Wages

1. Employees shall be paid at the rates shown in Pay Rate schedule A.

A. PAY RATES

Description	Rate
HAND RATES:	
Stagehands, Utility Painters, Truck Loaders, Wardrobe, and General Shop Hands	14.00/hr
Half Day Rate: (6 consecutive hours)	106.50
Full Day Rate: (up to 15 consecutive hours between 8AM and 12MIDNIGHT)	250.00
HEAD RATES:	
Crew Heads, Fly Persons, Forklift Operators, Follow Spot Operators, Light & Sound Board Operators, On-Site Stewards, OSHA Certified Operators, Set Painters, Wardrobe Heads, and any non-Rigging work that requires fall protection	16.25/hr
Half Day Rate: (6 consecutive hours)	126.50
Full Day Rate: (up to 15 consecutive hours between 8AM and 12MIDNIGHT)	290.00
CONSTRUCTION RATE:	
All Assigned	17.75/hr
HAZARDOUS WORK & SPECIALTY SKILLS:	
Riggers, Scenic Artists and Video & Camera Operators	24.00/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 shall not have his or her wages, benefits hours and working conditions reduced in any way as a result of this Agreement.

3. Reasonable repair and maintenance work specific to the event may be performed as necessary during any call including a Rehearsal or Performance call. The Employer may opt to change the rate of compensation for any employee working at a lower rate of compensation to the Construction Rate at any time in order to perform "Major Construction". Employer shall decide what constitutes

“Major Construction”. In this situation, Construction Rate shall become the employee’s base rate for the entire call.

4. A “continuity call” (one hour immediately preceding or following a rehearsal or performance) - for the purpose of production maintenance shall be paid at the Overtime rate.

5. A show call may include minor set-up and restore not to exceed a total of 45 minutes of actual work outside of the run of the performance. In the event the combined set-up and restore exceeds 45 minutes, affected employees shall be paid one additional hour at the prevailing rate.

6. All calls, callbacks and call returns after one hour unpaid meal breaks off the clock are made at four (4) hour minimums. A fifth hour may be added to a call. All hours worked above minimums shall be equated in one-hour increments.

7. If an employee is required by the employer / producer of an event to wear a uniform or costume provided by the employer / producer during any calls, then each employee required to wear a uniform or costume shall be compensated an additional \$10.00 per call. The uniform / costume must be clean and in good repair and of suitable size.

8. Hours worked over twelve (12) in a day, excluding show calls shall be paid at one & one half times (x1.5) the prevailing rate.

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

10. All hours worked between 12:00 midnight and 8:00AM shall be paid at one & one half times (x1.5) the prevailing rate.

11. Employees shall not be replaced for the purpose of avoiding overtime pay.

12. There shall be no pyramiding of overtime.

13. 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.

14. There shall be annual per hour wage increases beginning at 12:00MIDNIGHT July 1st of each year’s season shown in APPENDIX A and B.

V. Staffing Requirements

1. The Union shall designate a working steward for all events. In the event that the number of employees meets or exceeds twelve, then one of the existing crew heads shall be designated as steward. In situations where there are no crew heads and the number of employees meets or exceeds twelve, then one of the existing crew members shall be designated as steward and shall be paid at the crew head rate.

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. To promote safe working conditions, employee health and hygiene there shall be a fifteen (15) minute break (during every work call) after the first two (2) hours of work.

2. A meal break of one (1) hour, off the clock, shall 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, shall be sufficient and all subsequent hours worked shall be equated in one-hour increments.

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 for each hour, or portion thereof, until a meal break is given and shall receive an additional ten dollars (\$10.00).

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.

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (I) by causes beyond that party's reasonable control and occurring without its fault or negligence. Causes include, without limitation, natural causes (snow, ice, wind storms, etc.), physical disability, the acts or regulations of public authorities, civil tumult, war, epidemic, interruption or delay of transportation service or any case beyond the reasonable control of the Employer or the Union to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt notice, with full details following the occurrence of the cause for any cancellation relied upon.

IX. Holidays

The following holidays are observed under this Agreement.

Any employee working on a holiday shall receive one and one half (x1.5) the employee's appropriate rate for the first twelve (12) hours worked, and two times (x2.0) the employee's appropriate rate for all hours worked after twelve (12) hours and between the hours of 12:00 Midnight and 8:00am.

The following are observed holidays:

- New Year's Day, January 1
- Martin Luther King's Birthday, 3rd Monday in January
- 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
- Thanksgiving Day, 4th Thursday in November
- Christmas Day, December 25

There may be times when other days are declared to be holidays.

X. Travel

For jobs outside of a 25-mile radius of Winston-Salem, North Carolina's recognized city center, employees shall be paid straight time 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 (\$30.00) per day shall be provided when necessary. Meals can be prorated at \$10.00.

XI. Payroll Services

The Employer acknowledges and recognizes that Entertainment Labor Services (ELS) has demonstrated to its satisfaction that (ELS) is recognized 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, Health and Annuity Contributions as outlined in Article XII, plus twenty-five percent (25%) to cover all Federal, State, Local & Unemployment Taxes, Workers Compensation Insurance, and Administrative costs with biennial increases of 1% beginning 12:00 AM July 1, 2007.

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. Health & Annuity Contributions

Health & Annuity Benefit Contributions: In order to provide certain pension and welfare benefits to the employees covered under this agreement, the Employer shall contribute \$9.00 per four (4) hour call \$15.00 Per Half Day, \$37.50 for a Full Day and \$2.25 per each additional hour billed. The Contributions shall be divided between the two I.A.T.S.E. National Benefits Funds with biennial increases of 5% beginning at 12:00 AM July 1, 2006 and continuing through the term of this agreement as stated in Article XVI of this Agreement.

Health and Annuity Benefits Contribution Chart:

CALL TYPE	2005-2006	2006-2008
Std. 4 Hour Call:	\$9.00/call	\$9.44/call
Half Day Rate:	\$13.50/half day	\$14.16/half day
Full Day Rate:	\$36.00/full day	\$37.76/full day
Additional Hours:	\$2.25/hour	\$2.36/hour

XIII. Check off

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.

XIV. 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 shall 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.

XV. No Waiver

The Union's Business Representative or his or her designee may waive or delay enforcing any of their rights under this Agreement without losing them.

XVI. Term of this Agreement

The term of this Agreement shall be effective from 12:00 AM July 1, 2005 until 11:59 PM, June 30, 2009. Both parties agree to meet at least sixty (60) days in advance of the expiration of this Agreement to discuss its renewal.

In the event negotiations are not opened by the designated date. This agreement shall be extended through the Employer's fiscal year ending in 2009 at the rates defined by this Agreement in Appendix A and Appendix B

_____ For the Employer	_____ Date
_____ For the Employer	_____ Date
_____ For IATSE Local 635	_____ Date

APPENDIX A:

Description	2005-06	Benefits	Subtotal	P.C.	2006-07	Benefits	Subtotal	P.C.
3% Increase	RATE	2.25		125%	RATE	2.25		125%
HAND	\$14.00	\$2.25	\$16.25	\$20.31	\$14.42	\$2.25	\$16.67	\$20.84
4 hr Call	\$56.00	\$9.00	\$65.00	\$81.25	\$57.68	\$9.00	\$66.68	\$83.35
Half Day	\$106.50	\$13.50	\$120.00	\$150.00	\$109.70	\$13.50	\$123.20	\$153.99
Full Day	\$260.00	\$36.00	\$296.00	\$370.00	\$267.80	\$36.00	\$303.80	\$379.75
HEAD	\$16.25	\$2.25	\$18.50	\$23.13	\$16.74	\$2.25	\$18.99	\$23.73
4 hr Call	\$65.00	\$9.00	\$74.00	\$92.50	\$66.95	\$9.00	\$75.95	\$94.94
Half Day	\$130.00	\$13.50	\$143.50	\$179.38	\$133.90	\$13.50	\$147.40	\$184.25
Full Day	\$290.00	\$36.00	\$326.00	\$407.50	\$298.70	\$36.00	\$334.70	\$418.38
SPECIALTY	\$24.00	\$2.25	\$26.25	\$32.81	\$24.72	\$2.25	\$26.97	\$33.71
4 hr Call	\$96.00	\$9.00	\$105.00	\$131.25	\$98.88	\$9.00	\$107.88	\$134.85
Construction	\$17.75	\$2.25	\$20.00	\$25.00	\$18.28	\$2.25	\$20.53	\$25.67
4 hr Call	\$71.00	\$9.00	\$80.00	\$100.00	\$73.13	\$9.00	\$82.13	\$102.66

APPENDIX B:

Description	2007-08	Benefits	Subtotal	P.C.	2008-09	Benefits	Subtotal	P.C.
3% Increase	RATE	2.36		126%	RATE	2.36		126%
HAND	\$14.85	\$2.36	\$17.21	\$21.69	\$15.30	\$2.36	\$17.66	\$22.25
4 hr Call	\$59.41	\$9.44	\$68.85	\$86.75	\$61.19	\$9.44	\$70.63	\$89.00
Half Day	\$112.99	\$14.16	\$127.15	\$160.20	\$116.38	\$14.16	\$130.54	\$164.47
Full Day	\$275.83	\$37.76	\$313.59	\$395.13	\$284.11	\$37.76	\$321.87	\$405.55
HEAD	\$17.24	\$2.36	\$19.60	\$24.70	\$17.76	\$2.36	\$20.12	\$25.35
4 hr Call	\$68.96	\$9.44	\$78.40	\$98.78	\$71.03	\$9.44	\$80.47	\$101.39
Half Day	\$137.92	\$14.16	\$152.08	\$191.62	\$142.05	\$14.16	\$156.21	\$196.83
Full Day	\$307.66	\$37.76	\$345.42	\$435.23	\$316.89	\$37.76	\$354.65	\$446.86
SPECIALTY	\$25.46	\$2.36	\$27.82	\$35.06	\$26.23	\$2.36	\$28.59	\$36.02
4 hr Call	\$101.85	\$9.44	\$111.29	\$140.22	\$104.90	\$9.44	\$114.34	\$144.07
Construction	\$18.83	\$2.36	\$21.19	\$26.70	\$19.40	\$2.36	\$21.76	\$27.41
4 hr Call	\$75.32	\$9.44	\$84.76	\$106.80	\$77.58	\$9.44	\$87.02	\$109.65