

IA Local 274 and Interlochen Center for the Arts – expires 10/31/2020

This agreement is made this first day of November 2017, by and between Interlochen Center for the Arts (herein referred to as the “Employer” or “ICA”), of Interlochen, Michigan, and Local No. 274 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, artist and Allied Crafts of the United States, its Territories and Canada (herein referred to as the “Union”).

Article 1 Recognition

This agreement shall apply to and cover all stage employees, moving picture technicians and allied crafts employees periodically referred by the Union and placed for employment on the Employer’s premises. Such stage employees, moving picture machine technicians and allied crafts shall, unless otherwise specifically designated, be referred to hereinafter as “employees.”

Article 2 Unity of Purpose

Since this document cannot itemize all work practices, the employees referred by I.A.T.S.E. Local 274 invite the Employer’s representatives to discuss any and all matters so that misunderstandings are avoided, and a spirit of cooperation and unity of purpose can be developed to the greatest degree. It is of the utmost importance to those representing I.A.T.S.E. Local 274 that the best standards and working relationships be maintained.

Article 3 Management Rights

3.01 The Employer shall have the right to make reasonable rules and regulations necessary for the conduct and management of its business. Employees hereunder shall be required to obey all such rules and regulations insofar as they do not conflict with the terms of this Agreement, with the Constitution, By-Laws and Referral procedure now in force of the Union, or with the Constitution and By-Laws now in force of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, artist and Allied Crafts of the United States, its Territories and Canada, to the extent such By-Laws and Working Rules of the Union and such Constitution and By-Laws do not conflict with any applicable State or Federal laws.

3.02 The employees referred by I.A.T.S.E. Local 274 agree to obey all directions and follow all instructions given by the Employer’s representative or facility personnel except where they conflict with this Agreement or represent a safety problem. The employees further promise that there will be no work stoppages or “slowdowns” caused by them.

3.03 In the event the Union cannot provide the requested number of qualified stage or other technicians, the Employer has the right to supplement the complement of employees from alternate sources on a per event basis.

Article 4 Union Security

4.01 All employees referred by the Union and currently members of the Union shall be required, as a condition of continued employment, to remain members of the Union during the term of this Agreement.

4.02 All such employees hereafter engaged shall be required, as a condition of continued employment, to become and remain members of the Union on and after the thirtieth (30th) day following the beginning of their employment.

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4.03 The Employer, upon demand by the Union, shall dismiss such an employee who fails to become a member or remain a member of the Union as herein required, provided written notice of such failure is provided by the Union, and the Union has furnished a replacement for such employee. Nothing contained herein shall require the Employer to discharge or in any way discriminate against any employee who has been denied membership or has had membership in the Union terminated for any reason other than failure of such employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

Article 5 Miscellaneous

5.01 The terms of this Agreement shall apply to all shows or productions that require more than the regularly contracted in-house staff for their completion on any on campus venue operated by or produced by ICA. The employer may utilize up to fifty (50) in-house employees for any performance to work along with I.A.T.S.E. employees. All student events will be excepted.

5.02 The Employer agrees to have in place, through an outside contracted payroll service, a Workers' Compensation policy to cover all workers referred by I.A.T.S.E. Local 274.

5.03 The Employer, through the outside contracted payroll service, agrees to issue individual checks to each employee referred by I.A.T.S.E. Local 274 and forward a record to the Secretary Treasurer at an address supplied by the Union.

Article 6 Recruitment

6.01 The Employer shall give the Union sufficient advance notice of any vacancies for positions coming within the scope of the Agreement; but it is agreed between the parties that hiring of employees hereunder shall not be inconsistent with any applicable State or Federal laws.

6.02 The Union will supply the Employer with a list of personnel and work assignments for each call no less than 24 hours prior to the start of the call.

6.03 The Union will present a list of qualified employees to the Employer for review. As new employees become available, the Employer shall be notified before they are sent to work. The Employer may strike a name from the available personnel list, with good cause shown in writing. From the list provided, Employer may request employees referred to the Employer by the Business Agent or designee of the Union. If such request is made, the person(s) so requested shall be offered the call, and the Employer agrees to pay ten percent (10%) over the regular rate to such requested employee.

6.04 The Employer and the Union participate in the Joint Apprenticeship Training Committee (JATC). The JATC and the Union recognize the Michigan State Technology Apprenticeship Program (MSTAP) as an apprenticeship training program. As a condition of approval of this program the Union shall provide special consideration for MSTAP apprentices when filling work orders.

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6.05 The Employer and the Union recognize that job shadowing is an effective training tool. The Employer shall therefore permit job shadowing with the understanding that:

- A. The Union shall provide prior notice including names of persons shadowing as well as those shadowed.
- B. Upon prior notification by the Union of a job shadowing event the Employer may withdraw or modify its permission.

6.06 The Employer agrees not to discriminate against any employee or applicant for employment by reason of membership in the Union or because of lawful Union activity.

Article 7 Wage and Conditions

7.01 Compensation. The employer agrees to pay not less than the following schedule of rates for work performed:

	Current	11/01/17	11/01/18	11/01/19	11/01/20
Stagehand (per hour)	\$17.90	\$18.43	\$18.89	\$19.36	\$19.84
Stagehand (per performance)	\$71.61	\$73.75	\$75.56	\$77.44	\$79.36
Hair, Makeup, Wardrobe (per hour)	\$21.59	\$22.23	\$22.79	\$23.36	\$23.94
Hair, Makeup, Wardrobe (per performance)	\$89.90	\$92.49	\$91.16	\$93.44	\$95.76
Up Rigger (per hour)	\$27.50	\$28.32	\$29.03	\$29.76	\$30.50
Down Rigger, Audio & Light Board Ops & Dept. Heads (per hour)	\$24.64	\$25.37	\$26.00	\$26.65	\$27.32
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Benefits

IATSE Health & Welfare	19%	19%	19%	19%	19%
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7.02 Any employee who assists as a truck loader shall receive, in addition to hourly salary, a \$10.00 bonus per truck loaded or unloaded.

7.03 Any employee who works or focuses lighting on an unsupported truss shall receive a flat bonus of \$30.00, regardless of the time involved.

7.04 When "Yellow Cards" apply or department heads are requested in the technical rider, those individuals designated as department heads shall receive a 10% premium in remuneration beyond the prevailing wage.

7.05 When calls are for only one day, a 10 hour minimum per day shall prevail, excluding Show Call.

7.06 When calls for the same event occur on adjacent days, the minimum shall be 8 hours per day, each day, excluding Show Call.

7.07 For every day worked the Employer shall provide one days lodging, gratis, to each employee. Lodging shall be on the campus of ICA or elsewhere if such housing is unavailable.

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7.08 The Employer shall also provide food at appropriate times at the work site (breakfast and lunch only for each day worked) with dinner only provided at Interlochen's Stone Cafeteria, adjacent to the work site while off shift.

The intervals between eating shall not be greater than 6 hours, at which time a 30-minute period shall be allowed to consume the food which the Employer has provided. The hourly wage shall continue (not be interrupted) while the food is being consumed.

7.09 Solely for the purpose of determining the hours encompassed by Show Call, a performance shall consist of that time between one hour before the advertised starting time until three (3) hours after the advertised starting time. Should the performance run longer than the call, all hours worked shall be computed at the applicable hourly rate of pay. Employees required by the Employer to report to work more than one hour before the scheduled start time for a performance call will receive pay at the applicable hourly rate.

7.10 The Employer agrees to a minimum turn around time between work activities of eight (8) hours on the same show except where waived unanimously by all the employees represented by I.A.T.S.E. Local 274 on the call.

7.11 All employees shall be paid for one hour at the applicable rate for any fraction of an hour worked.

7.12 Employees shall be paid one and one-half times (1 ½) the hourly rate for all work performed under the following conditions.

1. Between 12 midnight and 8am
2. After eight (8) hours in a day
3. Holidays recognized in this Agreement

7.13 The following are considered holidays for the purpose of this Agreement:
New Years Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas and New Year's Eve.

7.14 The Employer agrees to pay, in addition to the wages of employees, an amount equal to the percentage stated in this document of the total gross wages earned by such employees to the outside contracted payroll service, along with payroll, for the **IATSE Health and Welfare Fund. Health and Welfare.**

7.15 The Employer shall contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund during the term of this Agreement the amount of 0.05% of gross wages made. All contributions into the Fund shall be made payable to the IATSE Entertainment and Exhibition Industries Training Trust Fund (IATSE Training Trust Fund), and sent to **P.O. Box 51317 Los Angeles, CA 90051-5617**, along with a list of all covered employees and the total gross wages paid to each employee in the reported month. Employer agrees to be signatory to the IATSE Entertainment and Exhibition Industries Training Trust Fund, established June 22, 2011, (Trust Agreement") and to abide by and be bound by its terms and conditions, and any amendments thereto, and all policies and procedures of the Fund, including Collection of

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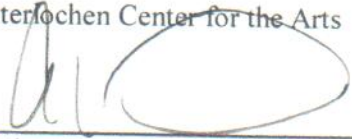
Contributions Payable by Employers, as related to the contributions due per the above referenced collective bargaining agreement.

Article 8 Term

This Agreement shall be in force and binding from November 1, 2014 through October 31st, 2017. At least sixty (60) days prior to the expiration date hereof, the parties shall meet and begin to negotiate the terms of a new agreement to take effect upon the termination of this Agreement.

Interlochen Center for the Arts

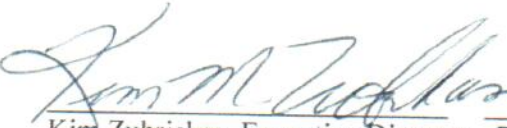
I.A.T.S.E. Local 274



Arthur M. Devey III, President 11/16/17
Date




Matt Woolman, Business Agent 1/16/18
Date



Kim Zubrickas, Executive Director 11/13/17
Date
Human Resources and Institutional Resources



James Peters, President 1/16/2018
Date



Rory Baker, Executive Director 11/13/17
Date
Interlochen Presents