

RATE SHEET



I.A.T.S.E. LOCAL NO. 274
419 S. Washington Suite 103
Lansing, MI 48933
Phone: 517-775-8131
email: IATSE274@sbcglobal.net

BA Cell 517-775-8131
email: Businessrep@iatse274.org

and

Associated Controls and Design

(Company Name)

6850 Guion Rd

(Street Address)

Indianapolis, IN, 46268

(City, State, Zip)

PHONE: 574.215.9251 317-298-3961 The
FAX: 574 number is my
CELL: cell use both.
CONTACT: Matt Christophel
email: mchristophel@acdtheatrical.com

CONDITIONS

1. The minimum daily Load in, call shall be no less than eight (8) consecutive hours. Load outs are six (6) hour minimums unless same day as load in, in which case will be five (5) hour minimum.
Work performed outside sixty (60) Miles from the Local office in Lansing, shall have a higher Minimum and travel compensation, dependent on distance to travel to the particular call. All non-worked hours to fulfill minimum work requirements shall be paid at the straight time, Sunday or Holiday hourly rates. A fifteen (15) minute break will be called for on or before every three (3) hours worked.
2. The minimum number of workers on any call will include a Head Carpenter and a Head Electrician. Based on equipment used other Department Heads must be called as determined by and between the Business Agent and the Employer.
3. Base Rate = straight time. Holidays: Base Rate = Two (2) times straight time.
4. The work week will consist of Monday through Saturday till 5:00 P.M.
Any worked performed after eight (8) hours in a day or forty (40) hours worked will be paid at the rate of one and one-half times the Base Rate.
Work performed after twelve (12) hours in a day will be paid at two (2) times the Base Rate.
5. Saturday Clause: Worked performed on Saturday will be paid at one and one-half times the Base Rate.
- ~~6. Sunday Clause: All work performed between the hours of 8:00AM and 11:59PM Sunday shall be paid at one and one-half times the Base Rate.~~
7. All work performed between the hours of Midnight and 8:00AM will be paid at one and half (1.5) times the base rate.
8. Work beginning prior to 7:00AM will be paid at the rate of one and half (1.5) times the Base Rate.
- ~~9. Calls starting between 6:00AM - 8:00AM = two (2) times the Base Rate;
Balance of eight (8) hours = Base Rate~~
10. If workers are laid off and called back before a rest period of eight (8) hours has elapsed, two (2) times the Base Rate will be paid until a rest period of eight (8) hours is called.
This is called "turn around".
11. Performance Defined: The word "performance" shall be construed as a period of three (3) consecutive hours, or less beginning at 1/2 hour prior to the ticketed or scheduled start time, used by the Employer for speeches or entertainment. If the performance runs more than three (3) hours, the applicable hourly rate shall be paid for each additional hour or fraction thereof.
12. Rehearsals shall be paid at the performance rate.

Cancelation of a call within 24 hours of the event will result in a 4 hour minimum for each person on the call.

- 13. Holidays: The following days shall be recognized under this agreement as legal holidays: New Years Eve, New Years Day, Memorial Day, Easter, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas, Presidents Day, Veterans Day, Presidential Election Day and Martin Luther King Day.
- 14. Dues Check-off: The Employer agrees to remit a report, either itself or through a payroll service, to the Union office at the end of each regular pay period. This form should include each employee's name, the number of hours and performances they worked each day, gross wages, benefits paid, percentage owed and percentage deducted for the pay period. The Employer also agrees to withhold or have withheld through a payroll service the work assessment from each Employee's payroll check. The Union will submit the amount of the deduction to the Employer in writing. Such deduction shall be forwarded to the Union at an address provided by the Union on or before the fifteenth (15th) day of each month following the month of such deduction, by check payable to the Union. In addition thereto the Employer or the service shall remit a report designating the amount deducted during the specific month for each Employee.

- 15. Meals:
 - A. A one (1) hour meal period must be given no less than four (4) hours or more than five (5) hours after the call begins, or after the last meal period.
 - B. If no meal period is granted, the workers shall be paid one (1) hour at the Base Rate and one (1) hour at the prevailing rate for each hour worked until a meal period is given or a meal provided.
 - C. In lieu of a one (1) hour meal break, the Employer may provide a meal, in which case the workers will suffer no loss of time on the payroll.

- 16. Benefits:
 - A. ^{Per Christopher 2-12-24} The Employer agrees to pay, in addition to the wages of employees, an amount equal to ~~ten~~ 15% percent (15%) of the gross wages earned by such employees to the IATSE Health and Welfare Fund. These payments will be made monthly and must be received within ten (10) days of the month following the month these contributions were earned.
 - B. The Employer agrees to pay, in addition to the wages of employees, an amount equal to zero percent () of the gross wages earned by such employees to the IATSE Annuity Fund. These payments will be made monthly and must be received within ten (10) days of the month following the month these contributions were earned.
 - C. The Employer agrees to pay, in addition to the wages of employees, an amount equal to zero percent () of the gross wages earned by such employees to the IATSE Vacation Fund. These payments will be made monthly and must be received within ten (10) days of the month following the month these contributions were earned.

10% or 15%
what is it?

AC&D

RATE SHEET

RATES

TITLE	BASE			PERFORMANCE
			x 1.5	x 2
Dept Head	\$25.00	\$37.50	\$50.00	\$100.00
Hand	\$22.00	\$33.00	\$44.00	\$90.00
Fork Driver	\$25.00	\$37.50	\$50.00	\$100.00
Loader	\$25.00	\$37.50	\$50.00	\$100.00
Rigger	\$32.00	\$48.00	\$64.00	\$128.00
Wardrobe/Dresser	\$22.00	\$33.00	\$44.00	\$90.00
Head Wardrobe	\$25.00	\$37.50	\$50.00	\$100.00
Flyman	\$30.00	\$45.00	\$60.00	\$120.00

The rates above do not include benefits (currently ten (15%) percent)

Unless payroll is made by your company or designated payroll service, with all applicable payments, deductions, workman's compensation and liability insurance paid, all payrolls will be handled by:

Address: UTP Productions,
 Inc PO 3778
 Salt Lake City, UT 84110
 (801) 328-1298

Please send invoice to
 my email and
 ap@acdtheatrical.com

If you choose to have UTP Productions, Inc. process payroll as the employer of record, the payroll fee will be twenty-six percent (26%) times the Gross taxable wages. Terms of payment shall be net 15 days from the invoice date. Any invoice not paid within 30 days after invoice date shall be interest at the rate of 1.5% per month until paid in full. If collection efforts are necessary to collect amounts due hereunder, Client shall reimburse UTP Productions, Inc. for its collection efforts, including attorney's fees.

These rates will be in force and binding upon both parties, from: January 25, 2024 through: January 25, 2025

FOR THE UNION:

(Name and Number of Local) (City and State)
 I.A.T.S.E. LOCAL NO. 274 Lansing, MI 48933

By: *Chris Guardiola* BA Chris Guardiola

(Signature of Authorized Officer) (Title) (Print Name)

FOR THE EMPLOYER:

Associated Controls & Design Indianapolis, IN, 46268

(Name of Employer) (City and State)

By: *[Signature]* Manager Project Manager (PM) Matthew Christophel

(Signature of Authorized Officer) (Title) (Print Name)

IATSE Health and Welfare Fund Trust Acceptance p. 1

Trust Acceptance Agreement

The undersigned Employer and undersigned Union agree as follows regarding Welfare Fund benefits for employees covered by the Collective Bargaining Agreement (the "CBA") between them:

1 Trust Agreement

Employer agrees to be bound by all of the terms and provisions of the Agreement and Declarations of Trust (the "Trust Agreement") establishing the IATSE National Health and Welfare Fund (the "Welfare Fund") dated May 1, 1997, as amended and the Welfare Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "Collection Guidelines" and to be represented in the administration of the Welfare Fund be the Employer Trustees therein named or by their successors.

2 Computation of Contributions

Commencing with the effective date for contributions under the current CBA between the Union and Employer, and continuing through any renewals, extensions or amendments thereof, Employer agrees to contribute the sum specified in Work performed after twelve (12) hours in a day will be paid at two (2) times the Base Rate. is covered by the CBA. If the CBA calls for contributions by the hour, day or shift, then it must be for each Hour, day or shift or portion thereof for which such employee received pay from Employer (including days of paid vacations, paid holidays and any other days for which an employee receives pay), except to the extent provided in the CBA and detailed on page 2 of this Agreement, but not more than seven (7) days in any calendar week for any one employee.

3 Payment of Contributions

Payment of contributions as required above shall be made by check payable to the "IATSE National Health and Welfare Fund" and must be received in the Welfare Fund Office not later than: **For Weekly Contributors, the** end of the week following the week of employment; **OR, For Monthly Contributors, the 10th day of the month** following the month of employment. Each payment of contributions shall be accompanied by a Remittance Report in the form supplied by the Welfare Fund.

4 Records

Employer agrees to maintain and make available to the Union, the Trustees or one or more of their designees for inspection and verification all of its payroll records covering such employment in accordance with the Trust Agreement and the Welfare Fund's Collection guidelines.

5 IRS Compliance

The Welfare Plan adopted by the Trustees shall comply with the requirements of the Internal Revenue Code so as to enable Employer to treat contributions to the Welfare Fund as a deduction for income tax purposes.

6 Terms of the CBA

A copy of the current CBA will be provided by the Employer upon request by the Fund Office. This Trust Acceptance Agreement shall continue in full force and effect until the parties sign a successor CBA or extension that supersedes the contribution rate set forth in Paragraph 9 hereof, in which case the parties shall be required to sign a new Trust Acceptance Agreement and submit it to the Welfare Fund Office. Should the parties (i) fail to sign an extension agreement but continue performance of the CBA after its expiration date, or (ii) sign a renewal, extension or amendment of the CBA that does not change the contribution rate set forth in Paragraph 9 of this Trust Acceptance Agreement shall automatically be deemed extended thereby unless written notice to the contrary is received by the Welfare Fund.

7 Term of Contract

January 25, 2024 through January 25, 2025

8 Type of Contract

Area Standards

AC&D

9 CONTRIBUTION RATES:

From January 25, 2024 To January 25, 2025

Ten percent (15%) of gross wages.

10 To Which Plan Are You Contributing:

Health & Welfare Plan C

FOR THE UNION:

(Name and Number of Local) (City and State)
I.A.T.S.E. LOCAL NO. 274 Lansing, MI 48933

By: *Chris Guardiola*

BA

Chris Guardiola

(Signature of Authorized Officer) (Title) (Print Name)

Date:

1/25/2024 FOR THE

EMPLOYER:

(Name of Employer) (Employer FEIN)
Associated Controls & Design

(Address) (City/State/Zip Code)
6850 Guion Rd Indianapolis, IN, 46268

810 441 5044

(Telephone) (Fax)

Matthew Christophel Project Manager (PM) ^{Experiential} Manger

(Signature of Authorized Officer) (Title) (Print Name)



Date: 2/1/2024

PAYROLL COMPANY (If Applicable)

(Name of Company) (Name of Contact Person)
UTP Lonnie Harkness

32 W Broadway, Suite 202

Salt Lake, UT 84101

(Address)

(City/State/Zip Code)

(Telephone)

(Fax)

801-328-1298

801-328-1307