



I.A.T.S.E. LOCAL NO. 274
419 S. Washington Suite 103
Lansing, MI 48933

PHONE: 517-374-5570

BA CELL: 517-775-8131

EMAIL: latse274@sbcglobal.net

Clearwing Production

(Company Name)

11101 W Mitchell St.

(Street Address)

West Allis, WI 53214

(City, State, Zip)

Contact: **Kelsey Gerdon**

Phone: 702.373.1968

Fax:

Cell:

Email: kgerdon@clearwing.com

Labor@clearwing.com

CONDITIONS

1. The minimum daily work call shall be paid no less than eight (8) hours. A fifteen minute break will be called on or before every three (3) hours worked.
2. The minimum number of workers on any call will include a Head Carpenter. Based on equipment used other Department Heads may be assigned, as determined between the Business Agent, and the Employer.
3. Base Rate = straight time. Holidays: Base Rate = Two (2) times straight time. Work performed outside sixty (60) miles from the Local office in Lansing, shall have a stipend of \$50, per employee, per day. Work performed eighty (80) miles or more from office shall have national per diem or room and board provided.
4. Load-ins that start after 8p will start at rate of one and one-half (1.5) times the base rate. Any work performed after eight (8) hours in a day, or forty (40) hours worked in a week will be paid at the rate of one and one-half (1.5) 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 after 5:00 P.M. 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 two times (2x) the Base Rate.~~
7. ~~All work performed between the hours of Midnight and 6:00AM will be paid at two (2) times the Base Rate and will remain at two times (2x) the Base Rate until an eight (8) hour break is called.~~
8. All work performed prior to 8:00AM will be paid at one and one half (1.5) times the base rate.
9. 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 reached. This is called "turn around".
10. 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.
11. Rehearsals shall be paid at the performance rate.
12. Cancellation 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. Referral 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 the Employer or the service shall remit a report designating the amount deducted during the specific month for each Employee. IATSE Local 274 has a 4% referral fee check off.

15. Meals:

- A. A one (1) hour meal period must be given no less than three (3) 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 substantive meal, appropriate to the time of day, and time to consume it, no less than thirty (30) minutes, and workers will suffer no loss of time on the payroll. If Employer provides a meal, reasonable accommodations shall be made to those with dietary restrictions.
- D. If the workers are broken for more than one (1) hour, they shall receive a five (5) hour minimum call when they return to work.

16. Benefits:

- A. The Employer agrees to pay, in addition to the wages of employees, an amount equal to thirty percent (30%) 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 fifteen percent (15%) 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 following month these contributions were earned

Clearwing Productions

Rate

Wages

JOB TITLE	Base Rate	x1.5	x2
Stage Hand, Dresser, Cable Page, Spot op	\$30	\$45	\$60
Department Heads	\$35	\$52.50	\$70
Board Ops, Camera Ops, Riggers, Hair and Make Up, Stitcher, 208 electrician.	\$45	\$67.50	\$90
Truck Loaders/ Hand, Fork Op	\$32	\$48	\$64

The rates above do not include benefits (currently forty five (45%) 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

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: Aug 27th 2024 through: September 1st, 2024

FOR THE UNION:

IATSE Local 274
(Name and Number of Local)

Lansing, MI
(City, State)

Chris Guardiola
(Signature of Authorized Officer)

Business Representative
(Title)

Chris Guardiola
(Printed Name)

For the Employer:

Clearwing Productions
(Name of Employer)

Milwaukee, WI
(City, State)

Kelsey Gerdon
(Signature of Authorized Officer)

Labor Administrator
(Title)

Kelsey Gerdon
(Printed 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

August 27, 2024

through

September 1, 2024

8 Type of Contract

Area Standards

9 CONTRIBUTION RATES:

From August 27, 2024 To September 1, 2024

Forty-five percent (45%) of gross wages.

10 To Which Plan Are You Contributing:

Health & Welfare Plan C- (30%)
IATSE Annuity- (15%)

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:

8/27/2024

For the employer

Clearwing Productions 39-1579608

(Name of Employer) (Employer FEIN)

11101 W. Mitchell St. West Allis, WI, 53214

(Address) (City/State/Zip Code)

414-258-6333

(Telephone) (Fax)

Kelsey Gerdon **Labor Administrator Kelsey Gerdon**
(Signature of Authorized Officer) (Title) (Print Name)

Date: **8/27/2024**

PAYROLL COMPANY (If Applicable)

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

(Address) (City/State/Zip Code)
32 W Broadway, Suite 202 **Salt Lake, UT 84101**

(Telephone) (Fax)

801-328-1298

801-328-1307