

## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement is made and entered into this 1<sup>st</sup> of January by and between NORTH COAST STUDIOS, the Employer and the International Alliance of Theatrical Stage Employees, Moving Picture Technician, Artist and Allied Crafts of the United States, its Territories and Canada, Michigan Local 274 the Union.

### **Article 1 - RECOGNITION**

1.01 The Employer recognized the Union as the sole and exclusive collective bargaining agent for those staff employees, stagehands, riggers and other employees who perform the functions usually and customarily within the jurisdiction of the Union, including, but not limitation, the installation, operation, dismantling , service and maintenance of temporary or permanent sound equipment, lighting equipment, projector screens, projection equipment, video tape equipment and any related audio visual equipment, properties, scenery and drips; the rigging of equipment of nature described in Section 1.01 and various other duties incidental or related to the above work, but excluding all office clerical employees, all employees engaged in the transportation of goods, all sales employees, and all guards and supervisors as defined by the National Labor Relation Act, performing work for the Employer within the Union's geographical jurisdiction.

1.02 Whenever the Employer need any employees to perform any work of the character above describe, the Employer shall call the Union exclusively to furnish such employees. The Union will refer qualified employees for employment.

### **Article 2 - MANAGEMENT RIGHTS**

2.01 The Employer shall have the right to make reasonable rules and regulations necessary for the conduct and management of its business and 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 Bylaws and Working Rules now in force of the Union, or with the Constitution and By-laws of International Alliance of Theatrical Stage Employees and Moving Picture Technician, 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 of the International do not conflict with any applicable State or Federal Laws.

2.02 The Employer shall retain the right to determine and judge the qualifications of any referent.

### **Article 3 - UNION SECURITY**

3.01 All on call employees 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. All such employees hereafter engaged shall be required, as a condition

of continued employment, to become and remain a members of the Union on and after 180<sup>th</sup> day of the beginning of their employment. An employee who fails to become or remain a member of the Union as herein provided shall be dismissed by the Employer immediately upon demand of the Union. Nothing contained herein shall, however; require the Employer to discharge or in any way discriminate against any employee who has been denied membership in the Union or had his membership in the Union terminated for any reason other than the failure of such employee to tender periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

#### **Article 4 - SHOP**

4.01 It is understood and agreed that the Employer shall not subcontract or assign any work covered by the jurisdiction of this Agreement to any contractor or sub-contractor within the geographical jurisdiction of the Union which would cause or bring about a loss of work or overtime work opportunity to employees working under this Agreement except in cases where needed expertise is not available from the Union. It is not the intent of this section to prohibit the Employer from renting equipment from any source available.

#### **Article 5 - UNION ACCESS**

5.01 The Business Representative of the Union, or his designated representative, will have access to job sites at all times.

5.02 The Union shall appoint a Steward to function as its representative for any crew of one (2) or more employees, to be compensated as stated in this document. This shall be a working Steward.

5.03 The Employer shall not require any employee to cross a picket line of any labor organization either at a theater or any establishment that the employee may sent to in the course of their employment. Refusal to cross a picket line shall not be cause for discipline, discharge, or replacement and the Union shall not be liable in any manner because of such refusal.

#### **Article 6 - MISCELLANEOUS**

6.01 Should any part of this contract be declared in conflict with any law or regulation, Local, State or Federal, the rest and remainder of this contract shall not be affected and shall remain in full force and effect.

6.02 This contract shall not supersede any contract held by the Union with management of any facility in the Union's jurisdiction.

6.03 As used in this agreement, masculine pronouns and relative words shall be construed to include the feminine gender.

6.04 The Employer agrees to mail or deliver a stage employee payroll form to the Union Office at the end of each regular pay period. This form should include each employee's name, social security number, the number of hours worked and performances worked each day, and his/her gross wage for the week. The Employer further agrees to withhold a local referral fee, as determined by the Union, out of the gross wages of each employee and forward them to the Union Office. This form to be supplied to the employer by members of Local 274.

## **Article 7 - HOURLY WAGES**

7.01 During the term of the agreement, the Employer, and the Union agree that all **payment** of wages will be made in accordance with the wage rates set forth in this agreement, and that the Employer shall handle all payroll along with all withholding taxes.

7.02 Employees, will be paid in accordance with the following schedule of wage minimums:

Effective January 1, 2023 through December 31, 2024:

Open Steel Rigger \$34.00

Moving System Rigger, over forty (40') feet \$31.00 Moving

System Rigger, under forty (40') feet \$31.00 Rigger or

Stagehand \$25.00

IATSE National Health & Welfare Fund contribution equal to fourteen (14%) of the gross wages.

IATSE Annuity contribution equal to six (6%) of the gross wages

Effective January 1, 2024 through December 31, 2024:

Open Steel Rigger \$34.00

Moving System Rigger, over forty (40') feet \$31.00 Moving

System Rigger, under forty (40') feet \$31.00 Rigger or

Stagehand \$25.00

IATSE National Health & Welfare Fund contribution equal to fifteen (15%) of the gross wages. IATSE Annuity contribution equal to six (6%) of the gross wages

January 1, 2025 through December 31, 2026 Open

Steel Rigger \$36.00

Moving System Rigger, over forty (40') feet \$33.00 Moving

System Rigger, under forty (40') feet \$33.00 Rigger or

Stagehand \$27.00

IATSE National Health & Welfare Fund contribution equal to sixteen (16%) of the gross wages. IATSE Annuity contribution equal to seven (7%) of the gross wages.

7.03 Working Steward for crews of two (2) or more employees shall be paid one (\$1.00) per hour premium in addition to their regular published bas hourly rate.

7.04 The minimum call for employees, shall be eight (8) hours at the prevailing hourly rate



outside the Fifty (50) mile radius of the geographical center of Lansing and shall be eight (8) hours of prevailing rate when working within the fifty (50) mile radius.

7.05 All employees shall be paid for a full hour at the prevailing rate for any fraction of an hour worked.

7.06 Employees shall be paid double the hourly rate for all work performed under the following conditions:

Holidays as defined in this agreement:

After sixteen hours

12:00 midnight to 8:00 am

After eight (8) hours on Saturdays and Sundays

7.07 Employees shall be paid at one and one half (1½) time their regular hourly rate for hours worked on Saturdays and Sundays.

7.08 Employees will be paid at one and one half (1½) their regular hourly rate for all hours worked in excess of eight (8) hours in a calendar day or continuously.

7.09 Articles 7.10 and 7.11 will only apply when there are not local employees available.

7.10 Any employee working outside the fifty (50) mile radius of the geographical center of Lansing shall receive forty (\$40.) dollars a day per-diem to use as he/she wishes. This per-diem will be paid with the same week's payroll.

7.11 Any employee working outside the ninety (90) mile radius of the geographical center of Lansing shall receive fifty (\$50) dollar a day per-diem will be supplied with a room paid for by the employer, this room will be consistent with those supplied to regular employees.

7.12 Employees will be paid one and one half time their regular hourly rate for all hours worked in excess of forty (40) hours in a workweek. It shall be understood that the workweek shall begin Friday at 5:00 PM till the following Friday at 5:00 PM.

## **Article 8 - HOLIDAYS**

8.01 For the purpose of this Agreement, the Employer and the Union recognize the following to be Holidays:

New Year's Eve after 5pm (except of out of the fifty (50) mile radius that overtime rates apply all

day)

New Year's Day Independence  
Day Thanksgiving Day

Christmas Eve Day  
Christmas Day  
Memorial Day Labor  
Day  
Easter Sunday

## **Article 9 - MEAL BREAKS**

9.01 Meal penalty will be paid when stage employees are made to work more than five (5) hours without:

1. A one hour unpaid meal break.
2. This penalty will be charged at double the prevailing rate for all hours or parts of an hour worked until a meal break is given.
3. A five-minute (5) rest period will be given for every one (1) hour worked.

## **Article 10 - CLASSIFICATIONS**

10.01 The following are job descriptions as described between employer and employee:

1. **Open Steel Rigger:** Is a person who installs all ropes, chains, cables, pulleys, etc..., necessary to raise and lower stage equipment whether by means of manual counter weight system or winches, or performs other height or hazardous work with the benefit of a safe working platform.
2. **Moving System Rigger:** Is a person who installs all ropes, chains cables, pulleys, etc..., necessary to raise and lower stage equipment whether by means of manual counter weight system or winches, or performs any other high or hazardous work with the benefit of a safe working platform of less that forty (40) feet.
3. **Moving System Rigger:** Is a person who installs all ropes, chains, cable, pulleys, etc..., necessary to raise and lower stage equipment whether by means of manual counter weight system or winches or performs other high or hazardous work with the benefit of a safe working platform of less than forty (40') feet.
4. **Rigger or Stage Hand:** Is a person who works in support of the riggers off the floor or stage, and/or installs, all ropes, chains, cable, etc., necessary for dead hung non vertical moving stage equipment. This person to be fully knowledgeable in the construction, removal, installation, repair and operation of stage equipment.
5. **Steward:** Union appointed foreperson working in concert with the Employer for scheduling, record keeping, crew management, and Union liaison to facilitate the completion of work assigned in a reasonable and orderly manner.

## **Article 11 - ADVANCED NOTICE**

11.01 The Employer agrees to provide at least five (5) business days advanced notice to the Union's Business Representative for staffing needs. It is understood that the Union shall endeavor to fill staffing needs at any time, but may not be able to provide those persons without sufficient notice.

## **Article 12 - BENEFITS**

12.0 The Employer further agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for each respective Fund, to wit: (1) IATSE national Health & Welfare Fund. (2) the IATSE National Pension Fund, (3) the IATSE Annuity Fund and (4) The IATSE Vacation Fund, all as restated September 22, 2005, as amended, respectively, and each respective Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contributions due as set forth herein above. These payments will be made monthly and must be received within fifteen (15) days of the end of the month in which wages are earned.

## **Article 13 - GRIEVANCE PROCEDURE and ARBITRATION**

13.0 **Step 1:** Any employee having a complaint and/or his/her Union Representative will discuss that complaint with the Employer's representative before the matter may be a subject of a grievance. Such complaint shall be discussed within fourteen (14) days after the occurrence of the event out of which the complaint occurred, or the date the employee would have become aware of the facts of such occurrence by exercise of due diligence. During this discussion, should the employee so desire he may request the Employer's Representative to obtain his Union Representative. The employee shall have any opportunity to discuss the matter in private with the Union representative for a reasonable period of time.

13.1 **Step 2:** If the complaint is not settled by the Employer's Representative to the employee's and/or the Union's satisfaction, it shall be reduced to writing within ten (10) work days from the time of such discussion, signed by the employee and/or the Union Representative and presented to the Employer as a grievance. The Employer will issue a written answer to the grievance, which will be delivered to the Union representative within five (5) workdays following receipt of the written grievance.

13.2 **Step 3:** If the Union does not accept the written answer, the Union Representative shall, within ten (10) workdays following the date he received the written answer, appeal in writing. The appeal will explain the reason why the Step 2 answer was unacceptable. Within ten (10) workdays of receipt, the Union Representative and the Executive Director (and/or other representative) will meet to hear the grievance. Within five (5) workdays following such review, the Employer (and/or other representatives) will issue a written answer to the grievance. Following receipt of the Employer's Step 3 answer, the Union will have fifteen (15) work days to make a written demand for arbitration.

13.3 Within the fifteen (15) workdays specified in Section 8.3, the Union may appeal the grievance to arbitration at the American Arbitration Association for resolution under the Voluntary Labor Arbitration Rules of the American Arbitration Association then prevailing.

13.4 Failure on the Employer's part to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed with the next. Step.

13.5 A workday, for purposes of this Article, is a calendar day exclusive of Saturdays, Sundays and Holidays.

3.6 A disposition of grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved in accordance with the Employer's last position.

13.7 The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties. The Award of the arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the employees.

- a) The arbitrator shall have jurisdiction over grievances only after completion of the Grievance Procedure and he shall have the power to add to, subtract from, or modify in any way the terms of this Agreement.

#### **Article 14 - NO STRIKES or LOCKOUTS**

14.0 The parties agree that the grievance and arbitration procedures set forth in this Agreement shall be the sole and exclusive means of resolving all grievances arising under this Agreement, and during the term of the Agreement neither the Union nor the Employees in the bargaining unit covered by this agreement will instigate or engage in any strike, slowdown, concerted stoppage of work or any other interruption of work over any grievance arising under this Agreement or any sympathy strike (except as provided in Section 4.2 of this Article) which would interrupt the Employer's operations. In the event that any Employee or group of Employees in the bargaining unit covered by this Agreement shall during its term, engage in any of the activities herein prohibited, the Union agrees, upon being notified by the Employer, to instruct such Employee or group of Employees to immediately cease such prohibited activity and will attempt to bring an immediate end to such violation.

14.1 It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement, for an Employee to refuse to go through work behind any lawful, union sanctioned primary picket line directed against the Employer and the Union shall not be liable because of refusal of Employees to cross such a primary picket line.

14.2 The Employer agrees that it will not cause or direct any lockout of Employees covered by this Agreement during its term.



**Article 15 - SAFETY**

15.0 The Employer will not require Employees to work on unsafe equipment or in unsafe situations.

15.1 In the event an unsafe situation is identified, the Union may suggest alternatives for consideration by the Employer, but the Employer is not obligated to adopt or any particular method of eliminating an unsafe situation.

15.2 The Employer will continue to make reasonable provision for the safety and health of its Employees during the hours of their employment so as to comply with all applicable Federal, State and Local laws and regulations pertaining to the health and safety of Employees covered by this Agreement.

15.3 Safety equipment, when required by the Employer, shall be supplied without cost to the Employees.

15.4 In the event of extreme weather; precautions shall be taken to protect the safety of the employees. Under no circumstances will the employee be expected to perform work that could reasonable endanger their health or wellbeing. In the event of extreme weather the Employer in consultation with the Head Carpenter, or another head in his absence, shall make arrangement for the safety of the Employees, however; the Employees shall remain at the workplace until the problem is remedied or released by the Employer.

**Article 16 - DURATION**

13.01 This Agreement is to be in force and binding upon the parties hereto and upon the successors or assignees either parties hereto, from the **1<sup>st</sup> day of January, 2023 to the 31<sup>st</sup> day of December 2026**. At least sixty days prior to the expiration date hereof, the parties shall meet and confer to negotiate the term of a new Agreement to take effect upon the termination of this Agreement.

**International Alliance of Theatrical Stage Employees,  
Moving Picture Technicians, Artist and Allied Crafts  
Local 274, Lansing, Michigan**

*Chris Guardiola* 10/10/2023  
Business Agent, Dated

**North Coast Studios, Inc**  
*Patrick Burns* 10/10/2023  
Patrick Burns, Vice President

**Business Agent,**

**Dated**