

AGREEMENT BETWEEN  
HISTORIC THEATRE GROUP, LTD  
AND  
THE INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYEES  
STUDIO MECHANICS LOCAL NO. 490

FOR WORK IN  
THE HISTORIC STATE AND ORPHEUM THEATRES  
MINNEAPOLIS, MINNESOTA



FOR A TERM FROM  
JANUARY 1, 2002  
TO  
DECEMBER 31, 2004

## TABLE OF CONTENTS

<u>Article 1:</u>	Recognition of Union; Union Representation	Page 3
<u>Article 2:</u>	Employer's Rights	Page 5
<u>Article 3:</u>	Intentionally Left Blank	Page 5
<u>Article 4:</u>	General Conditions of Employees	Page 6
<u>Article 5</u>	Video Fee	Page 12
<u>Article 6:</u>	Conditions of Employment for Originating Productions	Page 13
<u>Article 7:</u>	Wages	Page 14
<u>Article 8:</u>	Discipline or Discharge of Employees / Grievance Procedure	Page 14
<u>Article 9:</u>	No Strike / No Lockout Clause	Page 16
<u>Article 10:</u>	Saving Clause / Amendments	Page 16
<u>Article 11:</u>	Term	Page 17
<u>Article 12</u>	Special Provisions Regarding Pantages Theatre	Page 17
<u>Schedule A</u>	Rate Schedule	Page 21
<u>Index</u>		Page 19

Historic Theatre Group, Ltd., a Minnesota Corporation, (herein "Employer"), operating the Historic State and Orpheum Theatres in the City of Minneapolis (herein "Theatres"), and the International Alliance of Theatrical Stage Employees Studio Mechanics Local No. 490 (herein "Union") mutually agree as follows:

## **ARTICLE 1: RECOGNITION OF UNION; UNION REPRESENTATION**

1. The Employer recognizes the Union as the sole and exclusive collective bargaining agent for those employees that perform the functions customarily within the jurisdiction of Union as set forth below:

a) Hair Stylist Functions. For Hair Stylists, those functions include by way of illustration but not limitation, the maintenance and cleaning of hair and hair pieces (including applied beards and facial hair); the styling and restyling of wigs, hair styling (i.e. coloring, cutting, perming); hair dressing (i.e. shampooing, hair setting). Employees performing these functions must be proficient with roller sets, curling irons, adhesives and removers, solvents, fixatives and styling aids. (Designing wigs, hair pieces and natural hair, building wigs and hair pieces, repair of wigs and hair pieces, ventilating and/or training the crew will fall under the jurisdiction of Wig Masters and will be treated as set forth in paragraph 1.1d.

b) Make-up Artists. For Make-up Artists, those functions include by way of illustration but not limitation, the application and maintenance of body or face make-up, including but not limited to, foundation, eye/cheek/brow color, lipstick, contouring, body make-up and mascara. Employees performing these functions must be proficient with all types of make-up products and removers. The designing of looks, make-up pieces and prosthetics falls under the jurisdiction of Make-up Designers and will be treated as such in paragraph 1.1d.

c) FX Make-up Artists. For FX Make-up Artists, those functions include by way of illustration but not limitation, the application and maintenance of special effects make-up including aging, prosthetic devices, latex pieces, facial hair (i.e. beards and mustaches), changing of features either with make-up or prosthetics. Employees performing these functions must be proficient with latex, prosthetic pieces, specialty make-ups, removers, adhesives, fixatives and tools for such make-up. The designing of looks, prosthetic pieces and training in same fall under the jurisdiction of Make-up Designers and will be treated as such as set forth in paragraph 1.1 d.

d) Wig Masters and Make-up Designers. When the situation dictates, Employer may engage Wig Masters and Make-up Designers at a wage rate and under such conditions as Employer may negotiate independent of this Agreement and without regard to Section 4.2(a) of this Agreement. However, where Wig Masters and/or Make-up Designers perform work at

the Theatres described in this Agreement, such work shall be governed by the terms of this Agreement. In situations where the artistic demands of a production require Wig Masters and/or Make-up Designers to perform such work, no Make-up Artists or Hair Stylists will be displaced. All work performed by Wig Masters and Make-up Designers at places other than the Theatres shall remain outside of the terms of this Agreement.

e) Hair / Make-up Supervisor. When the situation dictates, Employer may engage a Hair / Make-up Supervisor as set forth in Section 4.2(a). Duties of the Supervisor, which shall be a working supervisor position, include by way of illustration, the set up of the logistics of the department such as setting up tracks, determining the number of persons required for a show, determining work schedules and performing general department coordination duties. Supervisors will not displace any stylists required for the show, but can perform such work as a supervisor. The rate of pay for a Hair / Make-up Supervisor will be negotiated between the Employer and Employee to be hired, with at least a minimum wage level equal to that of Hair Stylists as set forth in Schedule A.

f) This Agreement specifically excludes all supervisors (excepting Hair / Make-up Supervisors as described in Section 1.1(e), security personnel, building maintenance, clerical, box office, usher staff and other professional and trades employees.

1.2 Whenever Employer requests employees to perform any of the work as outlined in Section 1.1, Union shall exclusively furnish such employees.

1.3 Except as set forth in 1.1d of this Agreement, Employer shall not subcontract or assign any work covered traditionally by Union and specifically by the jurisdiction of this Agreement to any contractor or subcontractor 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 Union. It is not the intent of this section to prohibit Employer from renting equipment from any source available.

1.4 Union recognizes the responsibility assumed by it as the formal representative of all employees in its Local. As a part of this responsibility, it pledges the full cooperation of its members to maintain and continue service to those who utilize their services at the Theatres, to perform efficient work, to protect the property and interests of Employer, and to promote the welfare of the citizens of Minneapolis.

1.5 The purpose of this Agreement is to promote industrial peace. The parties hereto recognize that without mutual understanding, harmony, and cooperation among the employees and between the employees and Employer, and without uninterrupted operation, it is impossible to conduct Employer's business with the economy and efficiency indispensable to its existence.

1.6 In accordance with the law, it is agreed that there shall be no discrimination against Employer, or any Union employee, or against any applicant for employment, because of race, color, religion, sex, age, national origin, disability, handicap, or sexual orientation.

1.7 All Employees (see definition in Paragraph 4.1) currently members of Union shall be required, as a condition of continued employment, to remain members of Union during the term of this Agreement unless an employee accepts a position which is not covered by this Agreement. Nothing contained in this Agreement will require Employer to discharge or in any way discriminate against any employee who has been denied membership in Union or has had his/her membership in the Union terminated for any reason other than the failure of such employee to tender the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership.

## **ARTICLE 2: EMPLOYER'S RIGHTS**

2.1 Employer and Union specifically agree that Employer will have the right to direct the work force and determine the policies and methods of operating its facilities, except as expressly limited by the specific provisions of this Agreement. These Employer rights and responsibilities include:

- (a) the right to establish or revise work schedules
- (b) the right to determine the number and type of equipment, material, products and supplies to be used or operated,
- (c) the right to discipline or discharge Employees from work at the Theatres for just cause,
- (d) the right to maintain efficiency of Employees
- (e) the right to determine work assignments,
- (f) the right to discontinue all or any part of its business operation, or to expand, reduce, alter, combine, transfer, assign or cease any job, department or operation for business purposes,
- (h) the right to provide for a mutually-acceptable method of assuring the backstage security of the Theatres, including the right to require all Employees to carry Employer-provided identification badges and to sign in and sign out when entering or leaving the backstage area,

- (i) the right to introduce new, different or improved methods and procedures in its operation, and
- (j) the right to otherwise generally manage the facilities, except as expressly restricted by the provisions of this Agreement, provided, however, that the Union will be notified of any new job classification.

**ARTICLE 3:** Is intentionally left blank.

## **ARTICLE 4: GENERAL CONDITIONS OF EMPLOYMENT**

4.1 **Employer is Employer of Record for Employees.** Employer will serve as the Employer of Record for the Employees.

4.2 (a) **Calls for Employees.** When Employees are required to perform work covered under this Agreement, Employer, through the Operations Coordinator at the affected Theatre, will notify the Union Business Representative of Employer's staffing needs and required qualifications at least twenty-four (24) hours in advance of the time at which the work is to be scheduled (the "Call"- see also Paragraph 4.2 (b) and (c)). Union will then timely notify Employer of its ability or inability to provide Employees with the requested skills and training. Should the Union be unable to provide the requested trained and skilled Employees, then Employer may utilize any other source it chooses to provide such employees. Employer will have the right, in the interest of work continuity and professionalism, to specify job positions requiring the same personnel for the duration of the work.

4.2 (b) **Calls for Employees.** Calls for Employees shall be defined as follows:

(i) **Four Hour Minimums.** All Calls will be four hour minimums.

(ii) **Work Calls.** Work Calls occur when Employees are engaged for the general preparation and/or daily maintenance work of a production or event. Work Calls include those where the Call is for the purpose of loading in, unpacking, hanging and setting up a show.

(iii) **Production Calls.** Production Calls occur when Employees are engaged for general production duties under Article 6 of this Agreement.

(iv) **Performance or Show Calls / Rehearsals.** Performance or Show Calls are those Calls where Employees are engaged for a rehearsal, performance or event on stage. A rehearsal will be defined solely as attempts to run cue to cue through any portion of a production in a manner simulating a performance. Any other show-related work of whatever nature shall not be considered a rehearsal.

(v) Load Out or "Pack Out" Calls. Pack Out Calls are those Calls where Employees are engaged in the taking out of a production from the theatre. Pack Out calls need not directly follow the Show call, and may be scheduled by Employer at the time most efficient and convenient to Employer.

(a) If an Employee who is engaged on a Performance Call is required to perform pack-out duties during the performance, that Employee shall receive, in addition to the performance rate, one additional hour at the rate of one and one-half times (1.5X) the straight time hourly rate.

(b) If an Employee engaged on the Performance Call is required to perform pack-out duties for up to one hour immediately following the performance, that Employee shall receive a time-and-one half (1.5X) hour for that pack out hour. If the Employee is required to perform pack-out duties for more than one hour immediately following the performance, that Employee will be compensated as a four hour minimum call at the hourly wage applicable to his/her hours worked in that week and the time of day of the work (and those hours will be subject to all the conditions of employment contained in this Agreement).

4.2 (c) Special Provision on Pack Out Calls for Year 2004 of the Term.

Beginning on January 1, 2004 of the Term, Employer and Union agree that the provisions of Paragraph 4.2(b)(v)(a) and (b) of this Agreement, relating to Pack Out Calls for Employees, will be revised. The revisions will be as follows:

(a) Beginning on January 1, 2004, the duties which shall be performed by Employees during the final Performance of a run shall include pack out duties. These Employees will be paid solely the Performance/Rehearsal Wage Rate contained in Schedule A, and will specifically not receive one additional hour at the time and one-half (1.5X) hourly rate for performing pack out duties during the Performance.

(b) Beginning on January 1, 2004, Employees performing pack out duties immediately following a performance will be engaged for a separate four-hour Out Call, to be paid at the applicable hourly rate. Should the work to be performed not require four hours, then the hours added to the bill for the purpose of fulfilling the four (4) hour minimum requirement of Paragraph 4.2(b)(i) (the "Not Worked Hours") will be billed and paid at the regular straight time rate rather than the hourly rate otherwise chargeable based on the Employee's hours worked and the time of the Out Call.

4.3 Qualifications of Employees. Employer has the right to specify that the Union provide only Employees who are known to be qualified to perform the functions for which they are being requested and who are capable of meeting the professional standards of touring theatrical productions. Union will maintain a list of Employees who, by past experience and/or training, have the skills necessary

to perform the necessary tasks pursuant to Article 1 of this Agreement and when Employer requests those skills, Union will provide qualified persons.

4.4 Employer's Right to Decline Work to Specific Employees. Employer and Union agree that Employer has the right to decline employment to specific Employees referred by Union if, (a) based on Employer's previous documented employment experience with the Employee, Employer reasonably believes that such Employee is not qualified to operate the equipment for which the Employer has requested his/her services, and/or (b) that, based on specific documented past experiences with such Employee, Employer has a reasonable belief that the Employee would be a detriment to the Theatre's operations and to the working environment. Employer may also, after documenting in writing past problems with an Employee, formally advise Union in writing not to provide such Employee in the future.

4.5 This Section intentionally left blank.

4.6 Pay Schedule for Employees. Employees will be paid weekly for all services performed for the previous Monday-through-Sunday period. Paychecks will be made available on the Friday following each payroll period. If a holiday occurs on this designated payday, this payday will be advanced to the last business day prior to the holiday. Paychecks will be made available by 3 PM on the Friday following each payroll period. Employees will be provided with a calculation of hours worked with each paycheck.

4.7 Preparation of Invoice and Dispute Resolution. The Operations Coordinator at each Theatre will tabulate and prepare a bill for both the Employees. The bill will then be submitted to the Union Steward, who will examine and approve the bill. In the event of a dispute between any party over any aspect of a bill, the dispute will be taken to the Union Steward, whose determination will be considered final until a discussion and resolution between the Union Business Representative and Employer can be reached.

4.8 Yellow Card and Non-Yellow Card Productions. The technical specifications of any production will be made available to Union by Employer or Employer's client upon request of Union. The Yellow Card prepared by IATSE will determine the number of Employees hired for professional Broadway productions. The number of Employees to be engaged in the taking in or taking out of a non-yellow card production will be determined by the show's presenter or his/her representative in conjunction with the affected Theatre's Operations Coordinator. The Operations Coordinator will then reduce this call to writing in a form acceptable to Union, and fax it to Union. Thereafter, the presenter must be made aware of any increase in the numbers in this call.

4.10 Traveling IATSE Personnel. Where IATSE Hair and Make-up Employees from other locals are traveling with a production under a Pink Contract, these traveling personnel will be allowed to work on the production if at least parity in numbers between traveling and local personnel is maintained. In addition, if a

production is traveling with an IATSE member who is in direct service of an actor, that traveling IATSE member will be allowed to perform those functions with no requirement to hire a local non-working or "shadow" workers. Actors in any production may apply their own make-up with no requirement to hire an Employee under this Agreement.

4.11 Wage Calculations. Wage Calculations for Employees shall be made as follows:

(a) Time and One Half. Except as noted in Article 6 of this Agreement, Employees will be paid one and one-half times the regular straight time hourly rate ("Time-and-One-Half"), for all hours worked beyond eight (8) hours in one day and forty (40) hours in one weekly pay period. Hours accrued as a result of minimums and not actually worked will not count toward the forty (40) hour overtime calculation. For the forty-hour calculation, Show hours will be calculated from the half-hour until completion of the show or rehearsal call.

(b) Double Time. Employees will receive twice the regular straight time hourly rate ("Double Time") for all hours worked between 12:00 PM midnight and 8:00 AM. Double-time will be the highest hourly rate obtainable, except for Holidays and performances or portions or performances which occur between the hours of 12:00 PM midnight and 8:00 AM, in which case a double-time prorated hour will be the highest hourly rate obtainable.

(c) Fractions of an Hour. For the purpose of calculating time, any fraction of an hour worked will be paid as a full hour. The official show time will be based on the time of the on-stage clock in full view of all the on-stage personnel and production representatives. In the case of a Broadway musical, the performance will be considered to have ended when the orchestra has completed its "walk-out" music (if any).

(d) Show or Rehearsal Wage Rate. The formula for determining the Show or Rehearsal rate will be four times the hourly rate for the performance. Employees scheduled for the performance crew will report one-half hour prior to the scheduled start time of a performance ("Half Hour") unless otherwise scheduled. The Show or Rehearsal Call will run for three hours past the scheduled start time, and thereafter, for each hour or fraction of an hour of performance time, the performance crew will be paid an additional one-third (1/3) of the Show rate (a "Prorated Hour").

(e) Post Performance Period. One or more Employees on the Show crew may be retained for a maximum of fifteen (15) minutes following the end of a performance (the "Post-Performance Period") to collect microphones or costumes and wardrobe accessories, raise the house curtain, move props, put scenery away, and other like tasks, so long as the additional time falls within the three hour time period of the Show Call. If this fifteen

(15) minute period falls outside the three hour time period of the Show Call, the participating members of the Show crew will be paid an additional Prorated Hour wage. Show crew members retained for work calls after the Show Call, or after the Show Call and the fifteen (15) minute Post-Performance Period, above, will receive a four hour minimum at the appropriate hourly rate for the time worked.

(f) Dismissal of Show Crew Employees. Show crew members will be expected to remain at their positions until the Show call is over and they have been released by their Department Head.

(g) Eight Hour Break Requirement. Employees must be given an eight (8) hour break during each twenty-four (24) hour work period while working for the same presenter. If such an eight (8) hour break is not given, the affected Employees will receive a double-time hourly wage for each hour worked until such eight (8) hour break is given.

4.12 (a) Meal Break. Employees will receive a one (1) hour unpaid meal break ("Meal Break") after they have been employed for not less than three (3) consecutive hours nor more than five (5) consecutive hours. All Meal Breaks must be at least three (3) hours apart. Employer may, at its option, provide Employees with a one-half (1/2) hour paid Meal Break, during which time Employer will supply a balanced hot meal (sandwiches and coffee or pizza do not constitute such a balanced hot meal).

4.12 (b) Meal Penalty. In the event that a Meal Break is not provided after an Employee has been employed for five (5) consecutive work hours, Employer will be required to pay these Employees a meal penalty ("Meal Penalty") equal to one-and-one-half times the applicable wage per hour in addition to the Employee's applicable hourly wage. The Meal Penalty payments will continue each hour or fraction thereof until the Employee has received a Meal Break.

4.12 (c) Callback After a Meal Break. When an Employee is scheduled to break from work for one (1) hour for an unpaid Meal Break, and the break is not followed immediately by another call, that Employee will be called back for a minimum of two (2) hours.

4.12 (d) Meal Requirement for Tightly Scheduled Shows. If there are two (2) performances of longer than ninety (90) minutes in length on the same day with less than one hour between the end of the first performance and the scheduled start of the second performance, a Meal Penalty will be paid unless a balanced hot meal is provided to Employees by Employer.

4.13 Safety of Employees. Both Union and Employer stipulate that the safety of Employees is paramount, and both parties agree to take all reasonable measures to ensure the safety of Employees. In the case of a dispute relative to working conditions of Union Employees at either Theatre, the Union will make the ultimate determination of whether a specific situation is safe.

4.14 Employer Scheduling of Employees. Employer may not replace Employees working on a specific show in order to avoid overtime. Employer may, however, schedule Employees in a way which most efficiently accomplishes necessary tasks.

4.16 Continuity Hour. One or more Employees on the Show or Rehearsal crew may be called in for work in the hour prior to half-hour of a Show or Rehearsal call (the "Continuity Hour") for work as set forth in Article 1. Show or Rehearsal crew members called for a Continuity Hour will be paid for one hour at the applicable hourly rate

4.17 Special Provision for Out Calls on One-Night Shows. With respect solely to the Out calls of a show which loads in, performs once, and loads out on the same day, the hours added to the bill for the purpose of fulfilling the four (4) hour minimum requirement of Paragraph 4.2(b)(i) of this Agreement (the "Not Worked Hours") will be billed and paid at the regular straight time rate rather than the hourly rate otherwise chargeable based on the Employees' hours worked and the time of the Out. Where an attraction performs more than one show, either on the same date or on multiple dates, then the Not Worked Hours will be compensated at the applicable rate based on the Employees' hours and the time of the Out.

4.19 Costume Pay. If any Employee is required by a production to wear a costume during any performance, then that Employee will receive a \$20.00 payment as Costume Pay for each such performance. Black clothing will not be considered a costume unless provided by the production.

4.20 Holidays for Employees. Employees working on New Year's Day, Martin Luther King Day, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day will be paid at the Double Time rate contained in Schedule A. Employees working New Year's Eve Day will begin work at the rate of one and one-half times the straight time hourly rate.

4.21 Special Provisions.

(a) Double Continuity Hour. Employees may be called in for general preparation work in the two hours prior to half-hour of a Show or Rehearsal (the "Double Continuity Hour"), and such Employees will be paid for two hours work at time-and-one-half (1.5x) the straight time hourly rate. Should these two double continuity hours, when added to the Show Call, or to the Show Call and a one-hour Pack Out, total more than five (5) hours, then the provisions of Paragraph 4.12(b) ("Meal Penalty") shall not apply.

(b) Extension Beyond Original Engagement Dates. Where Employees are engaged for the run of a production and the production is extended beyond its original engagement, such personnel will not be obligated to continue

their employment beyond the original engagement term unless at least seven (7) days notice to the affected Employees has been provided by Employer.

(c) Job Sharing for Employees. Employer and Union desire to provide flexibility consistent with quality service to productions engaged in long running engagements at the theatres. For engagements of two weeks or longer, upon the approval of Employer (which shall be in its absolute discretion) and provided that neither Employer nor the production experience any negative financial impact, including that associated with training in additional persons, Employees may “job share” positions for work calls and/or show calls with two (2) qualified personnel, both of whom are knowledgeable of the production’s requirements.

(d) Star Performers. The jurisdiction of Employees shall not extend to the featured artists in a production. “Star performers” retain the right to personally employ and compensate their assistants without any obligation to either party to this Agreement. “Star Performers” are defined as an artist whose name appears before the title of a production or whose name is accompanied by the word “starring” or “also starring” in conjunction with their name or, in the case of musical performer(s) the performer’s name(s) receives headline or marquee billing (e.g. “Liza Minnelli in Concert.”). For purposes of the parity provisions of Section 4.10, star assistants will not be counted as pink contract traveling personnel.

(e) Tools for Employees. Employees shall furnish all tools necessary to accomplish their assigned duties.

## ARTICLE 5: VIDEO FEE

5.1 (a) Flat Rate for Recording. For rehearsals or performances which are being filmed, videotaped, recorded, broadcast or photographed for commercial use, Employer agrees to pay Employees on the rehearsal or performance call a maximum flat fee of \$150.00 per day, in addition to the appropriate hourly wage rates.

5.1 (b) Archival Use. If the filming, videotaping, recording, broadcast or photography is for archival use only, or meets the news/local affairs/promotional exceptions defined in this Paragraph, and Employer has received a written confirmation to that effect from the Client or Presenter, then Employer will pay Employees at the applicable hourly rates detailed in Schedule A1 of this Agreement and no video fees will be paid.

5.1 (c) Commercial Use Defined. For the purposes of this Paragraph, Commercial use is defined as any audio or video recording, photography or live broadcast made of a performance for purposes other than solely archival use, or for the news/local affairs exceptions in this Paragraph.

5.1 (d) Archival Use Defined. For the purposes of this Paragraph, Archival use is defined as an audio, film or video recording or photography made solely for the private use of a production or performer, and not intended for commercial release. With regard to archival filming or videotaping, a maximum of two (2) fixed camera positions will be allowed. With regard to archival audio recording, a maximum of two (2) audio inputs for the recording will be allowed.

5.1 (e) Allowable Promotional Recording. An audio or video tape, or a series of photographs may be made of a production without the payment of the video fee if it is used solely to promote the production on (1) a television news program, (2) a local affairs television program, or (3) a local or national magazine format television program. If the edited and broadcast length of the film or video segment is longer than twenty (20) minutes, there will be a presumption that the taping is for a commercial, rather than promotional, use, and video rates will be paid.

5.1 (f) Employer's Written Confirmation of Purpose of Recording. Employer will use its best efforts to determine the purpose of any filming, audio or video recording, live broadcasting or photography proposed by a production, and will secure a written confirmation from the production stating the purpose of the proposed filming, audio or video recording, live broadcast or photography.

## ARTICLE 6: CONDITIONS OF EMPLOYMENT FOR ORIGINATING PRODUCTIONS

6.1 Originating Production Defined. An Originating Production is defined as (a) a professional touring production whose sets have never toured and/or a new cast that is being readied for the production, or (b) a multiple-day load in of a corporate meeting or corporate presentation which is being prepared for presentation at one of the Theatres. Employer and Union agree that, for the period from the initial load in of an Originating Production, up to but not including the official press Opening Night (or for a corporate meeting, the first presentation) of the production (the "Production Period"), all work of any kind performed by Employees other than Show Calls, if any, will be billed solely on an hourly basis and not as a series of Ins, rehearsals, and/or work calls. For a Production Period, only the straight time hours in each pay period will accrue toward the forty (40) hour calculation for Time-and-One-Half. During a Production Period, Employees will be paid based on the "Production Period" wages detailed in Schedule A of this Agreement.

6.2 End of Production Period. For a professional touring production, the Production period will end, and the normal Conditions of Employment detailed in Article 5 of this Agreement will commence, on the date and time of the official press opening night. For a corporate meeting or presentation of three or more performances, the Production period will end, and the normal Conditions of

Employment detailed in Article 5 of this Agreement will commence, on the date and time of the first presentation to an audience. For a corporate meeting or presentation which is limited to two or fewer performances, the Production Period will continue for these one or two performances, and through the completion of the Out.

6.3 Application of Production Rate at Sole Option of Client. Employer and Union agree that the application of the production rate is at the sole discretion of the theatre client. The decision to use this rate will be communicated to the Theatre's Operations Coordinator no later than one week prior to the first day of the production load-in.

## **ARTICLE 7. WAGES**

7.1 Schedule A. All Employees will be paid in accordance with the rate schedule (the "Rate Schedule") attached to this Agreement as Schedule A.

## **ARTICLE 8: DISCIPLINE OR DISCHARGE OF EMPLOYEES / GRIEVANCE PROCEDURE**

8.1 Employer's Exclusive Right to Discipline Employees. Employer retains the exclusive right to discipline, suspend, and/or discharge Employees for, but not limited to: (1) the use of drugs, (2) drunkenness, (3) dishonesty, (4) incompetence, (5) failure to appear for work when scheduled, (6) theft, and (7) failure to conform to the conditions of Employment contained in this Agreement. Disciplinary action by Employer will be imposed for just cause only, and will normally progress in the following order: (1) oral reprimand, (2) written reprimand, and (3) discharge. If, however, the actions of the Employee jeopardize the health or safety of any of Employer's other Employees, Employer may immediately suspend or discharge the responsible Employee. Employer agrees that this exclusive right to discipline, suspend, and/or discharge Employees will be exercised with due regard to fairness and to the reasonable rights of Employees .

8.2 Grievance Defined. For the purposes of the Agreement, a grievance ("Grievance") will be defined as a dispute or disagreement between an Employee and Employer or between Union and Employer. Employees are encouraged to first attempt to resolve the matter on an informal basis with the affected Operations Coordinator and/or Employer representative at the earliest

opportunity. If the matter cannot be resolved to the Employee's or Union's satisfaction by informal discussion, the matter will be settled in accordance with the grievance procedure detailed in this Paragraph.

8.3 Steps in Grievance Process. In resolving grievances, the following steps will be followed:

Step 1: If the grievance is not satisfactorily resolved informally and the Employee or Union wishes to appeal the grievance to Step 1 of the grievance procedure, the grievance will be reduced to writing setting forth the nature of the grievance, the facts upon which it is based, the paragraph or paragraphs of the Agreement alleged to have been violated, and the relief requested. No grievance will be heard which has been filed later than fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance. The Union Representative, with or without the Employee, will present such first-step grievance to Employer's designee. The Employer's designee will attempt to resolve the matter in an equitable manner and will respond to the Union Representative within four (4) calendar days after such Union presentation.

Step 2: If the grievance remains unresolved, either party may request in writing that the matter be referred to arbitration. The arbitration proceeding will be conducted by an arbitrator to be selected by mutual agreement of Employer and Union within seven (7) calendar days after Union requests such action. If the parties fail to mutually agree upon the arbitrator within the seven (7) day period, either party may request a list of five (5) arbitrators from the Bureau of Mediation and Conciliation Services. Both Employer and Union will have the right to strike two (2) names from the panel.

Union will strike the first name, Employer will then strike one (1) name and the process will be repeated until the last remaining name on the panel will be the arbitrator. Expenses for the arbitrator's services and proceeding will be borne equally by Employer and Union, however each party will be responsible for compensating its own representatives and witnesses. The decision of the arbitrator will be final and binding upon the parties and the Employee. The arbitrator will hear the grievances at a scheduled meeting subject to the availability of the Employer and Union Representative. The arbitrator will notify Union Representative, the Employee and Employer of his/her decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. If either party desires a record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a record of the proceedings, the cost will be shared equally. The arbitrator will have no right to amend, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she will consider and decide only the specific issue or issues submitted to him/her in writing by the parties to

this Agreement, and will have no authority to make a decision on any other matter not so submitted to him/her. The arbitrator will be without power to make decisions contrary to, inconsistent with, modifying, or varying in any way the application of laws, rules, or regulations having the force and effect of law. The decision will be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and on the facts provided.

If the grievance is not presented within the time limits set forth above, it will be considered waived. If the grievance is not appealed to the next step or steps within a specified time limit or any agreed extension thereof within the specified time limits, Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step, and such extension will not be unduly withheld.

8.4 Two Written Reprimands Required Prior to Termination. Employer and Union agree that two (2) written reprimands will be given before Employer will have the right to decline employment to a specific Employee (but see exception in Section 8.1).

#### **ARTICLE 9: NO STRIKE / NO LOCKOUT CLAUSE**

9.1 Neither Union, nor its officers or agents, or any of the Employees covered by this Agreement, will engage in, encourage, sanction, or support any strikes, slowdown, mass absenteeism, the willful absence from their positions, the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation, or the rights, privileges, or obligations of employment, or the duration of this Agreement. In the event that any Employee in the Union violates this Article, Union will immediately notify any such Employee, in writing, with a copy to Employer, to cease and desist from such action, and will instruct the Employee to immediately return to their normal duties. Any or all Employees who violate this Article may be discharged or otherwise disciplined.

9.2 Employer agrees not to lock out Employees for any reason during the Term of this Agreement.

#### **ARTICLE 10: SAVING CLAUSE / AMENDMENTS**

10.1 Saving Clause. This Agreement is intended to be in conformity with all applicable and valid Federal and State laws, and those rules and regulations promulgated thereunder having the force and effect of law on the effective date of this Agreement. Should any Article, Paragraph, or portion thereof, of this

Agreement be held unlawful and unenforceable, such decision will apply only to the specific Article, Paragraph, or portion thereof directly specified in the decision, and all other valid provisions will remain in full force and effect.

10.2 Amendments. This Agreement may be amended at any time by mutual agreement of Union and Employer. Any such amendment must be in writing and signed by both parties.

10.3 Interpretation of Agreement. Union and Employer acknowledge that the interpretation of this Agreement requires the consideration of how similar situations were resolved in the past. Union and Employer agree to take these prior situations into consideration when attempting to arrive at an equitable solution to disputes over the terms of this Agreement.

## **ARTICLE 11: TERM**

11.1 Term of Agreement. The provisions of this Agreement will become effective on the date executed, and will remain in full force and effect through the 31<sup>st</sup> day of December, 2004.

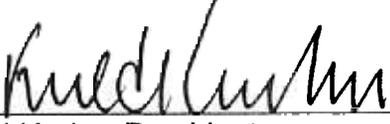
11.2 Notice of Termination After Expiration Date. This Agreement will remain in full force and effect during the period of negotiations prior to and following the expiration date of this Agreement, until notice of termination of this Agreement is provided by one party to the other in the manner set forth in this Article. In the event that a successor agreement has not been agreed upon by the expiration date of this Agreement as provided for above, either party may terminate this Agreement by the serving of written notice upon the other party not less than ten (10) calendar days prior to the desired termination date, which shall not be before the expiration date provided above.

## **ARTICLE 12: SPECIAL PROVISIONS REGARDING PANTAGES THEATRE**

12.1 In the event that the restoration of the Pantages Theatre is completed during the Term of this Agreement, and in the event that Employer is confirmed by the MCDA as the manager of that venue, then Employer and Union agree that the Pantages Theatre will be operated generally under the terms of this Agreement, but agree that when the Pantages Theatre is being utilized by smaller local or regional theatres, (for example The Jungle Theatre, Mixed Blood Eye of the Storm, the History Theatre, Penumbra, Frank Theater and the Fringe Festival), Union agrees to waive the exclusive jurisdiction provision of Article 1.1 of this Agreement to allow IATSE members employed by the above theatres to work on their organization's productions at the Pantages Theatre.

**IN WITNESS WHEREOF**, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives in execution of this Agreement which shall be binding upon the parties hereto and upon the successors or assignees of the parties hereto.

**Historic Theatre Group, Ltd.**

by  Date 27 February 2002  
Fred Krohn, President

**International Alliance of Theatrical Stage Employees  
Studio Mechanics Local No. 490**

by  Date FEB. 27, 2002  
Bill Devins, Business Representative

by \_\_\_\_\_ Date:  
, President

## INDEX OF MAJOR PROVISIONS

<u>Topic</u>	<u>Paragraph</u>	<u>Page</u>
Amendments to Agreement	10.2	17
Calls for Employees	4.2(a), (b)	6
Continuity Hour defined	4.16	11
Costume Pay	4.19	11
Double Continuity Hour	4.21(a)	11
Double Time, calculation	4.11	9
Eight Hour Break each 24 hours	4.11(g)	10
Employees, right of Employer to decline	4.4	8
Employer defined	Preamble	3
Employer's Rights	2.1	5
Extra List Employees, skills and training	5.2(b)	13
FX Make-up Artist functions	1.1(c)	3
Grievance Procedure	Art. 8	14
Hair and Make-up Supervisor	1.1(e)	4
Hair Stylist functions	1.1(a)	3
Holidays	4.20	11
Job sharing	4.21 (c)	12
Load out calls	4.2(b)	7
Load out calls, Year 2004	4.2(c)	7
Make-up Artist functions	1.1(b)	3
Make-up Designer functions	1.1(d)	3
Meal Break / Penalty	4.12(a), (b)	10
Minimum Call, number of hours	4.2(b)	6
No Strike / No Lockout Clause	Art. 9	16
Non-Discrimination Clause	1.6	5
Not-Worked Hours	4.2(c)	7
Originating Production, conditions of employment	Art. 6	13
Out Calls	4.26(b)(C)	7
Pink Contract traveling personnel	4.10	9
Post-Performance Period	4.11(e)	9
Preparation of bill	4.7	8
Rate Schedules	Sched A	19
Rehearsal defined	4.2(b) (iv)	6
Reprimands, requirement of two written	8.4	16
Safety of Employees	4.13	11
Saving Clause	10.1	17
Star performers	4.21(d)	12
Term of Agreement	Art. 11	17
Theatres defined	Preamble	3
Time, fraction of hour paid as full hour	4.11(c)	9
Time-and-One-Half, calculation	4.11(a)	9
Time-and-One-Half, calculation for originating		

productions	6.1	13
Traveling IATSE Personnel	4.10	9
Union defined	Preamble	3
Union as Exclusive Agent	1.1	4
Union, Pledge of Service and Efficiency	1.4	4
Video Fee	Article 5	12
Wages, calculation of	4.11	9
Wages	Sched. A	21
Wig Master functions	1.1(d)	3
Yellow Card Productions	4.8	8

**SCHEDULE A**

**Rate Schedule for Hair and Make-up Employees**

All Hair and Make-up Employees will be paid at the wage rates below, in accordance with the terms and conditions of the Agreement:

	Hair Stylist / Make-up Artist (hired via Union)	Hair Stylist Supervisor / Make-up Supervisor (hired via Union)	FX Make-up Artist (hired directly)	Wig Master / Make-up Designer (hired directly)
<b>Regular Hourly Rate (straight time)</b>				
2002	\$ 21.17	\$ 21.67	Wage to be Negotiated Directly with Employee	Wage to be Negotiated Directly with Employee
2003	\$ 21.80	\$ 22.30		
2004	\$ 22.46	\$ 22.96		
<b>Time and One-Half</b>				
2002	\$ 31.75	\$ 32.50		
2003	\$ 32.70	\$ 33.45		
2004	\$ 33.69	\$ 34.44		
<b>Double Time</b>				
2002	\$ 42.34	\$ 43.34		
2003	\$ 43.61	\$ 44.61		
2004	\$ 44.91	\$ 45.91		
<b>Performance/ Rehearsal Rate</b>				
2002	\$ 84.67	\$ 86.67		
2003	\$ 87.21	\$ 89.21		
2004	\$ 89.83	\$ 91.83		
<b>Prorated Hourly Rate</b>				
2002	\$ 28.22	\$ 28.89		
2003	\$ 29.07	\$ 29.74		
2004	\$ 29.94	\$ 30.61		
<b>Production Period Rate</b>				
2002	\$ 23.17	\$ 23.67		
2003	\$ 23.80	\$ 24.30		
2004	\$ 24.46	\$ 24.96		

NOTE: Above rate sheet contemplates a 6% wage increase in 2002, and 3% wage increases in 2003 and 2004.