

**AGREEMENT FOR SERVICES
between
ILLINOIS STATE UNIVERSITY
and
LOCAL 193 OF THE INTERNATIONAL ALLIANCE OF
THEATRICAL AND STAGE EMPLOYEES (AFL-CIO)**

**Covering the Services of Stagehands for
Braden Auditorium, Horton Fieldhouse,
Hancock Stadium, and Redbird Arena**

Dated

July 1, 2010 through June 30, 2013

AGREEMENT FOR SERVICES
between
ILLINOIS STATE UNIVERSITY
and
LOCAL 193 OF THE INTERNATIONAL ALLIANCE OF THEATRICAL
STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF
THE UNITED STATES AND CANADA, (AFL-CIO).

Effective from July 1, 2010 through June 30, 2013.

This Agreement made and entered into by and between Illinois State University (hereinafter referred to as University) and Local 193 of the International Alliance of Theatrical Stage Employees (hereinafter referred to as Local 193 or Union).

Article I
PURPOSE

It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the University and Local 193. The Union is committed to the uninterrupted effective performance of the teaching, research, and public service functions of the University, subject to State or other current laws or policies applicable to the University and as they may be amended from time to time. The Union will strive to maintain these functions through the performance of the regularly assigned and related duties of the part-time temporary stagehands covered by this Agreement.

Article II
LIMITATIONS

Section 1

This Agreement shall not supersede:

- (a) Applicable Federal and State laws and as they may be amended from time to time.
- (b) The By-Laws and Board Regulations promulgated by the Board of Trustees and as they may be amended from time to time.
- (c) Illinois State University Policies related to civil service Extra Help employees, as they may be amended from time to time.

Section 2

In the event of conflict among any of the foregoing as enumerated in Section 1 above and any provision of this Agreement, the foregoing shall prevail except where a deviation from the same, expressly recognized herein, is agreed upon in express terms hereunder.

Section 3

This Agreement constitutes the sole and entire existing Agreement between the parties hereto, and supersedes all prior agreements, commitments, or practices between the University and the Union or its members, and expresses all obligations of and restrictions imposed on each of the respective parties during its term.

Section 4

Should any provision of this Agreement or any application thereof become unlawful by virtue of any Federal or State law or Executive order of the President of the United States or the Governor of Illinois, or final adjudication of any court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified by the parties to comply with the law, order, or final adjudication, but in all other respects the provisions and application of provisions of this Agreement shall continue in full force and effect for the life thereof.

Article III UNION RECOGNITION - CLASS REPRESENTED

The University recognizes Local 193 as the exclusive representative for a bargaining unit consisting of Extra Help Stagehands, both Journeyman and Non-Journeyman, and no matter what function they perform (e.g. IN-OUT Work, Truck Loader/Unloader, Uprigger, Downrigger, Wardrobe, etc.)

This representation is for purposes of determining appropriate rates of compensation and other working conditions.

Article IV MANAGEMENT'S RIGHTS

The Union recognizes the right of the Employer to manage its operations and to cooperate in creating the highest degree of efficiency in such operations. The Union further recognizes the University's right to plan, direct, and control the policies and conditions of employment of its employees insofar as such policies are not inconsistent with the express provisions of this Agreement. The Union also recognizes and acknowledges the exclusive right of management through its representatives to determine the number of employees needed, to assign work, to establish work schedules and to make and to enforce such rules as are necessary and reasonable in order to accomplish its function and to control working conditions not inconsistent with the terms of this Agreement. The Union agrees that employees whom it represents shall accept work assignments, comply with work schedules and obey established rules insofar as they do not conflict with specific provisions of this Agreement or conflict with the requirements of Yellow Cards presented to the Employer prior to show time whenever and wherever such cards are applicable.

Article V
JURISDICTIONAL AND OTHER DISPUTES

The Union agrees to respect the interests of the public in events staged at the University and to not interfere in any manner with the scheduled activities of the University.

In case of jurisdictional disputes arising between representatives of this Union and those of other Unions, it is understood that such differences shall be settled, without work stoppage, between the Unions concerned and the University, and that the University will not make any change in an already established work-assignment practice pending resolution of the dispute.

Article VI
JOINT RESPONSIBILITIES

Section 1: Non-Discrimination

The University and the Union agree that they will not practice discrimination against any individual because of race, creed, color, national origin, sex, political affiliation, marital status, age, physical or mental handicapped condition, or for being a disabled veteran or a veteran of the Vietnam Era. The University and the Union agree that there shall be no discrimination against or coercion of any individual regarding Union membership, that Union membership is entirely a matter of the individual's free choice and determination.

Section 2: Union Activity

The Union and its members will not solicit membership or carry on Union activity on University premises with employees or those contracted for service of the University during working hours, with the exception that the Business Representatives for Local 193, may, after notification and concurrence from University management, check pink contracts and yellow cards for Yellow-Card shows.

Article VII
STAFFING

Section 1 – General

When the nature of an activity in a covered facility requires the employment of Extra Help Stagehands they shall be recruited, examined, hired, and processed in accordance with the provisions of the State Universities Civil Service System of Illinois pertaining to “Extra Help Stagehand”. In their employment, the following principles shall apply:

- a.) In anticipation of the need for Extra Help Stagehands, the Union may refer candidates to the Employer for inclusion on the extra help register, as governed by the State Universities Civil Service System of Illinois, for “Extra Help Stagehand”.
- b.) In recognition of its educational and work obligations to students, the Union agrees that the University may also utilize students to perform Stagehand functions, including In-Out Work, Truck Loading and

Unloading, Rigging and Wardrobe work, in meeting its needs to staff such performances.

- c.) University will advise the Union Business Agent of its performance schedule and preliminary staffing plans for such performances prior to commencement of the performance season. The University will thereafter give the Union Business Agent prompt notice of any additions or other changes to the schedule of events and/or staffing plans.
- d) University will contact the Union Business Agent approximately two weeks prior to a scheduled performance to advise the Union of its specific staffing needs for the performance. The Union Business Agent will thereafter contact a sufficient number of its members to fill the University's staffing needs for the performance and will notify the University of the members who will work the performance. This notification shall be provided to the University 3 days in advance of the event. If the University determines after this notification that the Union is unable to meet the University's staffing needs for the performance, then it may take necessary actions to employ students or others to properly staff the performance.
- e) The University reserves the right to reject for services, any member referred by the Union Business Agent to staff a performance if, in the judgment of the University, the member is not suitable for the work required for the performance. The University will discuss the matter with the Union Business Agent and outline the reason(s) for rejection. If the Union Business Agent believes the reason(s) given are "unreasonable", then the Union may file a grievance under Article IX.
- f) Any Extra Help Stagehand assigned to work a performance shall perform the basic function(s) for which she/he is called, but shall also perform, or assist in performing, other functions as requested or required. The University reserves the right at all times to determine the work to be performed by Local 193 members and when a work assignment is complete for a particular event or part of an event.
- g) All crew members assigned to a performance, including traveling shows, shall be allowed to perform their assigned functions. The Union shall not attempt to prevent such crew members from working or require the assignment of additional Local 193 members to "assist" them, to "stand by" for them or to serve as "back up".
- h) Calls that employ five (5) up to and including eight (8) employees provided by IATSE shall require an assigned lead steward at \$1.00 over the hourly rate for journeyman. Minimum and overtime provisions shall apply. *
- i) Calls that employ nine (9) up to and including twelve (12) assigned employees provided by IATSE shall require an unassigned lead steward at \$1.00 over the hourly rate for journeyman. Minimum and overtime

provisions shall apply. In the event the union is unable to meet its staffing obligation, the steward will be assigned as needed. *

- j) Calls that employ thirteen (13) or more assigned employees provided by IATSE shall require an unassigned lead steward paid at 1.5 times the journeyman rate. Minimum and overtime provisions shall apply. In the event the union is unable to meet its staffing obligation, the steward will be assigned as needed. *

*Only one of the above provisions relative to “Lead – Steward” shall apply at any given time.

Section 2 – Yellow Card Shows Only

In all instances where a show is traveling under the provisions of a Yellow Card, the following principles shall apply in addition to those cited in Section 1.

- a.) The Union agrees to show the Employer the Yellow Card prior to show time.
- b.) The requirements of the current Yellow Card are acknowledged to be acceptable, final, and binding upon both of the parties to this Agreement. The Union will not attempt to add to and the Employer will not attempt to reduce the numbers or the classification of Stagehands required by the current Yellow Card. The Employer may at its own discretion hire Extra Help Stagehands in excess of the Yellow Card requirements.
- c.) It is agreed that the Union will introduce no variables for local conditions insofar as Yellow Card requirements are concerned.
- d.) Local 193 members will normally fulfill two-thirds of the call for a Yellow Card show and students will fill one-third.
- e.) The Staffing for these performances will be arranged as or set forth in Section 1 above.
- f.) If the Union cannot fill the call for a Yellow Card show, it shall notify the University three (3) days prior to the performance date and release the University from its obligation to this Agreement for the duration of the Yellow Card show in question.

Section 3 – Non Yellow Card Shows

In all instances where a show is not under the provisions of a Yellow Card, the following principles apply in addition to those specified in Section 1.

- a.) It is agreed by the parties to this Agreement that the numbers and classifications of personnel required to staff such attractions shall be determined by the Employer as advised by the management of the performance involved.

- b.) The calls in regard to stagehand services for these performances will be arranged or set forth in Section 1 above.
- c.) During the course of a performance season, the University will attempt to staff non-Yellow Card shows with a balance between Local 193 members and students i.e. approximately 50% students and 50% Local 193 members.

Section 4 – Technical Rider – Information Pertaining to Call

The University agrees to make available to the Union Business Agent for Local 193 the technical rider with information pertaining to the labor call upon confirmation with the production’s management. This information will then be verified by phone with the designated University staff ensuring all call information is current and accurate.

Article VIII **Working Rules and Conditions**

Section 1. Setting of Call Time

For all Extra Help Stagehands assigned to the staging of any given attraction, Call Time shall be set by the University except as Yellow-Card shows send notice in advance of their call times for take-in. For pay purposes, time will start at the announced Call Time or when the individual Extra Help Stagehand checks in for work, whichever is later, and shall end when the individual checks out after work.

Section 2. Minimum Call Times – General

When Extra Help Stagehands are called in to work an event, they shall be guaranteed work for a “minimum” number of hours as specified below. Once called in to work an event, Extra Help Stagehands may be assigned any event related work.

Section 3. Minimum Call Time for “In” Work and “Out” Work

Those employees who are scheduled to report to work for a show load-in or load-out shall be paid a minimum of four (4) hours pay at their regular rate of pay for the load-in and four (4) hours pay for the load-out.

Section 4. Minimum Call Time for Show

Call time for “Show” shall be one half hour before the show and the minimum show call time is established at four (4) hours.

Section 5A. Minimum Call Time for “Riggers” – Commercial Bus and Truck Shows

For commercial truck and bus shows, riggers will be a separate call. The minimum call for riggers called for such shows is established at four hours.

Section 5B. Minimum Call Time for “Riggers” – Non- Commercial Bus and Truck Shows

For non-commercial truck and bus shows, riggers will not be a separate call but will be part of the In Work call. Extra Help Stagehands called as riggers for these shows and required to do rigging work will receive the appropriate rigging rate for the work performed and be guaranteed four (4) hours at that rate, but may also be required to crossover and perform any other stagehand functions during the four hour minimum guarantee period. Any hours worked beyond the four hour guarantee period will be paid at the Extra Help Stagehand regular rate.

Section 6. Exceptions to Minimum Guarantees

- a) Children's Theatre and Performances: The minimum call is established at 2 hours. Load In/Out is considered part of the call.
- b) "Work" Calls: The minimum "work" call is established at 3 hours.
- c) If a Local 193 member assigned to work an event is late by more than 15 minutes for a particular call, she/he will not be eligible for a minimum for that call and will receive payment for only those hours actually worked.

Section 7: Overtime

Overtime will be paid at one and one half the employee's regular rate of pay for hours: 1.) hours worked over 40 in a workweek; and 2.) actual hours worked over eight (8) in a day; and 3.) actual hours worked after midnight provided the employee has worked more than seven (7) actual hours in the day.

There shall be no pyramiding or duplicating of overtime provisions. Hours compensated under one overtime provisions shall be excluded from any other overtime provision. When two or more provisions requiring the compensation of overtime rates are applicable, the provision most favorable to the employee shall apply.

Section 8: Safety – Use of Safety Equipment

The University agrees to provide reasonable safeguards for Stagehands at all times. The Union agrees that its members will observe safe working practices and wear and otherwise use all recommended safety equipment as provided and comply at all with all safety rules as prescribed and those established for the protection of the public. The University agrees to be responsive to Stagehand safety concerns.

Section 9: Workers' Compensation

While providing service as part-time temporary Stagehands as covered by this Agreement, Stagehands shall be considered as covered by the Worker' Compensation Act. The Department of Central Management Services, Springfield, Illinois, an outside agency, determines eligibility for Workers' Compensation.

In order to be considered for coverage, the Stagehand must immediately notify their supervisor and the Office of Environment Health and Safety and complete the necessary reports if they have suffered a job-related accident.

It should be noted that there are strict reporting both from the specificity of details regarding the accident/illness as well as the timeliness with which the Stagehands and the supervisor submit detailed report.

Section 10: Work Breaks

A 15-minute work break may be authorized by the Stage Manager after 2.5 consecutive hours of work. If, in the judgment of the Stage Manager, work will be completed and workers released within 3 total hours, no break will be provided.

Section 11: Meal Breaks

All employees covered by this Agreement shall have a non-paid meal period of at least one (1) hour after the fifth continuous hour and second unpaid meal period of (1) hour duration after the fifth continuous hour of work after the end of the first meal period, unless an emergency or unpredicted situation causes the need to alter the meal periods and breaks in order to meet the requirements of the show or production. If a meal period is not provided, the pay rate will be at time-and-one-half from the start of the 6th hours until a meal break is provided. If a meal is provided by the show, the penalty is waived.

In situations where there are multiple performances within a single day and less than one (1) hours exists between calls, employees who are covered by this Agreement and who are called for both performances will be paid at their regularly hourly rate for the time between work calls. The period between shows shall not be considered as "hours worked" for the purposes of determining when unpaid meal periods arise under the first paragraph of this Article.

Section 12: Extra Help Stagehand Identification Card ID

All Local 193 members shall receive an Extra Help Stagehand identification card.

Section 13: Clocking In/Out

All Extra Help Stagehands assigned to work a performance in Braden Auditorium and possessing an Extra Help Stagehand identification card shall punch in prior to commencing work and punch out after work using the BSC/BA time clock. All Extra Help Stagehands who do not possess an Extra Help Stagehand ID card or who are assigned to work in other covered facilities will sign in/out for each performance worked on a sign in/out sheet provided by the University.

Section 14: Timesheets

The Local 193 Business Agent, or designee, shall submit a fully completed Billing Worksheet to the designated University representative immediately after each performance worked by a member of Local 193.

Article IX GRIEVANCES

- (a) A grievance is defined as a claim of a violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated. Any claims not conforming to the provisions of this definition shall be automatically denied by the University as not constituting a valid grievance.
- (b) All grievances shall be presented in writing to the appropriate Director sponsoring the event (signatory to this Agreement). Any grievance not settled at this level shall be referred in writing to the Assistant Director for Labor and Employee Relations in the Office of Human Resources. Grievances shall not be subject to arbitration.

Article X Ethics Act

As state employees, extra help stagehands covered by this agreement are required to take Ethics Training on an annual basis. This is a requirement of the State Officials Employees Ethics Act and applies to employees of Illinois State University. Ethics training is a self-administered, interactive, one-hour program that is accessible by a computer connected to the internet. A paper version may be available in the future.

Employees will be advised of their need to take the training at a specific time. Employees, who do not successfully complete the training, will not be permitted to work at Illinois State University.

Article XI Classification

The parties agree to work collaboratively to develop knowledge/skill standards, training curriculum, and examination questions to use in certifying individuals to the journeyman status and the journeyman rate. The parties have agreed to include venue-specific knowledge and skills in the development of the certification process. Certification to the journeyman status rests solely with IATSE. If standards change or the University's needs are not being met, the parties further agree to work together to make revisions in standards, training, and the testing instrument. The University agrees to provide IATSE access to facilities for training at mutually convenient times.

Article XII WAGES

Section 1: Method of Establishment of Wages

Wages specified herein have been established in negotiations by and between the parties.

Section 2: Effective Date of Wages

Wages established in this Agreement shall become and remain effective as specified in Schedule A hereof, except as otherwise provided herein.

**Article XIII
TERMINATION**

Section 1

This Agreement is effective 12:01 a.m., July 1, 2010, and expires 11:59 p.m., June 30, 2013, and shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement. In the event such notice is given, negotiations shall begin no earlier than thirty (30) days prior to June 30, 2013. This Agreement shall remain in full force and effect until a new Agreement is reached.

Section 2

It is hereby agreed by both parties to this agreement that Schedule A of this Agreement will be opened for the purpose of establishing new rates of pay after the anniversary date of this Agreement. Only Schedule A and any other mutually agreed upon articles will be subject to renegotiation. Such negotiations shall commence not later than sixty (60) days prior to the anniversary dates of July 1, 2011, and July 1, 2012.

Section 3

Except as specified and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives this _____ day of _____, 2010.

ILLINOIS STATE UNIVERSITY

By _____
University Chief Spokesperson

By _____
For Redbird Arena, Horton Fieldhouse
and Hancock Stadium.

By _____
For Bone Student Center and Braden Auditorium.

**LOCAL 193 OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED
STATES AND CANADA, (AFL-CIO)**

By _____
Business Agent, Local 193

By _____
Chief Spokesperson for Local 193

Schedule A

<u>Type Work</u>	<u>FY 2011 Hourly Rate</u> <u>July 1, 2010</u>
“IN”	Journeyman - \$17.50 Non Journeyman – 80% of Journeyman
“OUT”	Journeyman - \$17.50 Non Journeyman – 80% of Journeyman
SHOW	Journeyman - \$17.50 Non Journeyman – 80% of Journeyman
TRUCK LOADERS	\$17.50 (While working as a Truck Loader, whether Journeyman or Non Journeyman)
WARDROBE WORK	Journeyman - \$17.50 Non Journeyman – 80% of Journeyman
UP RIGGERS	\$26.25
DOWN RIGGERS	\$18.50
LEAD STEWARD (assigned or unassigned supervising 5 up to and including twelve (12) <u>union</u> employees)	\$18.50
LEAD STEWARD (unassigned supervising thirteen (13) or more <u>union</u> employees)	\$26.25

