

**AGREEMENT**

**BETWEEN**

**THE CITY OF MADISON**

**AND**

**INTERNATIONAL ALLIANCE of THEATRICAL  
STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS,  
ARTISTS, AND ALLIED CRAFTS OF THE  
UNITED STATES, ITS TERRITORIES AND CANADA**

**LOCAL 251, MADISON, WI**

**FOR THE PERIOD**

**JANUARY 1, 2008 TO DECEMBER 31, 2009**

**AND**

**FOR THE PERIOD**

**JANUARY 1, 2010 TO DECEMBER 31, 2011**

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## ARTICLE I PARTIES

- A. This is a labor agreement between the City of Madison (City) and the International Alliance of Theatrical Stage Employees Local 251, Moving Picture Technicians, Artists and Allied Crafts of the United States its Territories and Canada (IATSE). It is agreed that this labor agreement contains the full and complete agreement on all subjects upon which the parties did or could have bargained and all matters not included in this agreement shall be deemed to have been raised and disposed of as covered herein.
- B. The parties agree that their policies will not violate the rights or discriminate against any employee covered by this agreement because of sex, creed, race, color, age, national origin, sexual orientation, gender identity, political affiliation, disability, marital status, Union or non-Union affiliation in the application or interpretation of the provisions of this agreement.

## ARTICLE II JURISDICTION

- A. Except as otherwise provided herein, the exclusive jurisdiction of the Union in the Overture Center for the Arts (OCA), Monona Terrace Community and Convention Center (MTCCC), and the City of Madison (City) shall include any and all theatrical work historically performed by IATSE Local 251 craft members including any person employed or working on the call under the control of the Employer as audio visual technicians, stage carpenters, stage electricians, property persons, wardrobe attendants, riggers, fly men/women, moving picture or video operators, camerapersons and technicians, spot light operators, studio mechanics, sound technicians, truck loaders, and unloaders, and set up tear down personnel; excluding all employees included in the AFSCME Local 60 bargaining unit, supervisors, managerial, confidential, and executive employees.
- B. Further, the terms of this agreement will not apply to work performed for events sponsored by residence organizations with whom practice has been established as to working conditions and crews. Such resident organization are Dane County, State of Wisconsin not-for-profit arts organizations, possessing a current 501 (c) (3) federal tax classification, and are defined as frequent and/or long term users of the facility. This exclusion will not apply if the resident organization co-sponsors an event with a commercial, for profit presenter/promoter.

## ARTICLE III NO STRIKE OR LOCKOUT

- A. **NO STRIKE:** The Union recognizes the validity of Section 111.70 (4) (L) of the Wisconsin Statutes and agrees not to support any action in violation of said statutes. The Union agrees that for the duration of this Agreement, Union officers, representatives or members will not authorize, assist or support any strike, work stoppage, slow down, interruption of work or interference with operations of the Employer. In the event of any strike, work stoppage, slow down or interruption or impeding of work, the Employer shall notify the Union thereof, and the Union shall give notice to the employees involved that

they are in violation of this Agreement and should end such strike, work stoppage, walkout or interruption or impeding of work.

- B. NO LOCKOUT: The City will not lock out employees.

#### ARTICLE IV MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibility and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement and such powers or authority are retained by the City.

These Management Rights include, but are not limited to, the following:

- A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible; to manage and direct the employees of the City; to hire, schedule, promote, transfer, assign, train, or retain employees in positions within the City; to suspend, demote, discharge, or take other appropriate action against the employees for just cause. The Employer agrees to furnish the Union with a copy of any written suspension or discharge action taken by the City against any permanent employee within seven (7) calendar days of said action. The Union agrees that the Employer's failure to provide said copy shall not constitute failure to have disciplined for just cause.
- B. To determine the size and composition of the work force, to eliminate or discontinue any job or classification and to lay off employees.
- C. To determine the mission of the City and the methods and means necessary to efficiently fulfill that mission including: the transfer, alteration, curtailment, or discontinuance of any goods or services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the production of goods or the performance of services; the utilization of students, and/or temporary, provisional, or military leave replacement employees.
- D. The City has the right to schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in public interest and consistent with the requirements of this agreement.
- E. It is further understood and agreed that all expenditures or compensation to be paid employees in accordance with this Agreement must first meet the requirements and procedures required by law and the provisions of the Madison General Ordinances and the Wisconsin Statutes.
- F. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee. Supervisory personnel outside of the bargaining unit shall be precluded from performing bargaining unit work, except in emergency situations, or, in those instances, where the job description requires the supervisor to perform such work as a minor portion of his/her work time.

- G. Contracting and Subcontracting: The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City including the exercise of said contracting and subcontracting rights.
- H. Should the City find it desirable to transfer the operation of any department or division to another government agency, the City shall consider the impact of such transfer on its employees and shall notify the Union of such contemplated action. The parties shall meet and confer regarding the impact of such transfers on employees.
- I. The obligations of the City as expressed or intended by the Wisconsin Statutes dealing with adoption of the municipal budget. The obligations and jurisdiction of the City, its officers, boards, committees or commissions.
- J. The City retains the right to establish responsible work rules and rules of conduct. Any dispute with respect to these work rules shall not in any way be subject to arbitration of any kind, but any dispute with respect to reasonableness of the application of said rules may be subject to the grievance procedure as set forth in Article VII of this agreement.

#### ARTICLE V UNION SECURITY / DUES DEDUCTION - FAIR SHARE

- A. The City agrees to deduct, biweekly, as certified by the Union, a sum (fee) from the pay of employees within the bargaining unit as their proportionate share of the cost of the collective bargaining process and contract administration.
- B. All such 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 to the extent required by law. All such employees hereafter engaged shall be required, as a condition of continued employment, to become and remain members of the Union on and after the thirtieth (30<sup>th</sup>) day of their employment to the extent required by law and nothing herein contained 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 failure of such employee to tender fair share of dues and initiation fees uniformly required as a condition of acquiring or retaining membership to the extent required by law.

#### ARTICLE VI UNION ACTIVITY

- A. The Union shall conduct its business off the job as much as reasonably possible.
- B. Given twenty-four (24) hours advanced notice, the SBA will be allowed reasonable access to work areas, provided there is no slowdown in the Employer's business.
- C. The Stage Business Agent (SBA) for the Union shall appoint a job steward who is the direct representative of the SBA when the SBA is not present.
- D. The duties of the Job Steward shall include placing calls to the Union for extra employees needed in departments as approved by the Employer; on site contract

administration, representation of the employees on the crew; and the keeping of proper records as to the time worked by employees. Such payroll records will be submitted to the employer for final approval.

- E. A Job Steward and/or Head shall carry out the employer's instructions within the parameters set by management, including scheduling of extra employees, and shall report all rules or safety violations to the employer. The Job Steward and/or Head, however, shall have no authority to discipline, hire, or discharge employees or to make effective recommendations with respect to such action, nor shall they exercise any of the functions customarily exercised by supervisors as defined in chapter 111.70 of the Wisconsin State Statutes.
- F. It is understood that a Steward on a call is a "working" Steward, unless specifically agreed to by the parties in writing.

## ARTICLE VII GRIEVANCE PROCEDURE

- A. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth below.
- B. General Grievances: Employer grievances or Union grievances involving the general interpretation, application, or compliance with this Agreement may be initiated with Step Two of this procedure.
- C. Union officers or stewards may confer with Employer representatives on grievances filed pursuant to this section without loss of pay. However, the number of such Union officers or stewards shall be limited to one (1) at Step One and two (2) at Step Two unless another number is mutually agreed upon by the parties.
- D. All grievances must be submitted in writing on the Employee Contract Grievance Report form within thirty (30) calendar days of the event giving rise to the grievance, or within thirty (30) calendar days of the time the employee knew, or should have known with the exercise of reasonable diligence, of such event, but in no event more than ninety (90) calendar days from the date of the occurrence; otherwise the right to file a grievance is forfeited and no grievance is deemed to exist. Time limits set forth in the grievance procedure, with the exception of the initial time limit on the filing of grievances, shall be exclusive of Saturdays, Sundays, and Holidays, and the time limits for processing grievances from one step in the procedure to another may be extended upon mutual agreement of the parties. All grievances shall be subject to the following procedure.
- E. The parties shall meet monthly to discuss grievances and matters of concern to either party. The parties shall attempt to notify each other of such matters at least one (1) week prior to the meeting.

**STEP ONE:** If an employee has a grievance, said grievance shall be reduced to writing and presented to the employee's immediate supervisor on a form attached hereto and made a part thereof as Appendix B and a copy sent to Labor Relations. Within ten (10) days of receipt of the grievance, the supervisor shall meet with the grievant(s) and a Union representative(s) to discuss the grievance. Within five (5) days

following the date of said meeting, the supervisor shall furnish the employee with a written answer to the grievance, a copy of which shall be forwarded to the designated Union representative and to the Labor Relations Manager.

**STEP TWO:** The grievance shall be considered settled in Step One unless within five (5) days after the immediate supervisor's written answer is due, the grievance is again reduced to writing (Appendix B) and presented to the department/division head and a copy sent to Labor Relations. The department/division head, or his/her designated representative, shall, within ten (10) days of receipt of the grievance, confer with the grievant(s) and a Union representative(s) before making his/her determination. Within five (5) days following the date of said meeting, the department/division head shall furnish the grievant with a written answer to the grievance, a copy of which shall be forwarded to the designated Union representative and the Labor Relations Manager.

**STEP THREE:** If a Union grievance is not settled at Step Two or any grievance filed by the City cannot be satisfactorily resolved by conferences with appropriate representatives of the Union, the Employer and/or Union may proceed to the next step as hereinafter provided.

#### ARTICLE VIII FINAL AND BINDING ARBITRATION

- A. Arbitration may be resorted to only when issues arise between the parties hereto with reference to interpretation, application or enforcement of the provisions of this Agreement.
- B. Any dispute which shall be determined by the arbitrator to be non-grievable, shall be appealable under the provisions of Chapter Three of the Madison General Ordinances.
- C. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator at the earliest date after completion of the hearing.
- D. No item or issue may be the subject of arbitration, unless such arbitration is formally requested within thirty (30) days following the filing of a Written Response required by Step Two or the due date thereof. This provision is one of limitation, and no award of any arbitrator may be retroactive for a period greater than thirty (30) days prior to the presentation of the grievance in Step One as herein provided or the date of occurrence, whichever is later.
- E. Final and binding arbitration may be initiated by either party serving upon the other party a notice in writing of the intent to proceed to arbitration. Said notice shall identify the Agreement provision, the grievance or grievances, the department and the employees involved. Unless the parties can, within five (5) working days following the receipt of such written notice, agree upon the selection of an arbitrator, either party may in writing request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators to both parties.

- F. The parties shall within five (5) working days upon receipt of said list meet for the purpose of selecting the arbitrator by alternatively striking names from said list until one (1) name remains. Such person shall then become arbitrator.
- G. Either party may within five (5) working days of receipt of said list, notify the other party and the Wisconsin Employment Relations Commission of their intent to reject the entire list submitted by the Wisconsin Employment Relations Commission. The Wisconsin Employment Relations Commission shall submit a new list which shall not duplicate the original list upon receipt of such notice. The option to reject the list may only be exercised by each party once per grievance.
- H. Unless the parties select an arbitrator and schedule the arbitration hearing within six (6) months of the date the last panel was submitted to the parties by the Wisconsin Employment Relations Commission, the grievance shall be considered moot. This provision shall not be construed to mean that the arbitration hearing date must actually fall within said six (6) month period. If either party raises a question concerning substantive arbitrability, this provision shall remain inoperative until such time as the question of arbitrability is resolved.
- I. The arbitrator shall neither add to nor detract from nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to change wage rates or salary schedules attached hereto.
- J. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
- K. The fees and expenses for the arbitrator's services shall be borne equally by both parties. The grieving employee(s) and not more than one (1) Union representative may be present at the arbitration hearing without loss of regular wages if the hearing is scheduled during said employee's regularly scheduled hours of work. Furthermore, not more than five (5) employees called by the Union to appear at a grievance arbitration hearing may appear without loss of regular wages if the hearing is scheduled during said employee's regularly scheduled hours of work and providing the employee testifies. In the event the parties reach a mutually agreeable settlement of a grievance during the course of a grievance arbitration hearing, not more than five (5) employees called by the Union to testify at the hearing may appear without loss of pay even if they do not give testimony. Expenses relating to the obtaining of depositions shall be borne by the party at whose request such depositions are required.
- L. The arbitrator so selected shall hold a hearing at Madison, Wisconsin, at a time and place convenient to the parties at the earliest possible date following the notification of a selection. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties, and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is procedurally arbitrable under the express terms of this agreement. Once it is determined that the dispute is procedurally arbitrable, the arbitrator shall proceed in accordance with this article to determine the merits of the

dispute submitted to arbitration in accordance with the applicable sections of Chapter 788 of the Wisconsin Statutes, where not in conflict with the Agreement.

- M. Expedited Arbitration: The parties desire that the arbitration process results in the timely resolution of their disputes. Whenever appropriate, and upon their mutual agreement on a case-by-case basis, the parties shall utilize an expedited arbitration procedure. Said procedure shall generally follow the guidelines recommended by the American Arbitration Association, consistent with the provisions of this Article.

## ARTICLE IX WAGES, BENEFITS, AND CONDITIONS

- A. During the term of this Agreement, the Employer and the Union agree that all payments of wages will be in accordance with the wage rates as set forth below.

All wage rates will be effective on the first day of the payroll period including the effective date listed in the salary schedule.

### Hourly Wage Rates:

Title	1/1/08	12/13/09	1/1/10	1/1/11
Hand	\$17.16	\$17.59	\$17.59	\$17.59
Head	\$18.92	\$19.39	\$19.39	\$19.39
Steward	\$20.47	\$20.98	\$20.98	\$20.98
Rigger	\$21.32	\$21.85	\$21.85	\$21.85
Climbing	\$31.98	\$32.78	\$32.78	\$32.78
Loader	\$23.45	\$24.04	\$24.04	\$24.04
AV Tech	\$21.32	\$21.85	\$21.85	\$21.85
Pusher	\$12.00	\$12.30	\$12.30	\$12.30

### Performance

Title	1/1/08	12/13/09	1/1/10	1/1/11
Show Key	\$29.32	\$30.05	\$30.05	\$30.05
Show Hand	\$25.77	\$26.41	\$26.41	\$26.41

- B. Benefits:

- Should the Wisconsin Department of Employee Trust Funds determine under Article 3.1(4) that a waiver be provided to the IATSE bargaining unit to opt out of the WPE plan, the following language shall apply:

In addition to the wages of employees, the Employer agrees to pay an amount equal to the percentage, defined below, of the total gross wages earned by such employees to the IATSE Health and Welfare Plan. 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. In conjunction with each payment, the employer shall submit a remittance report showing the names of the employees for whom contributions are being made, their Social Security numbers, their dates of employment, their gross earnings as well as the amount of contributions paid for them.

## Employer Benefit Contribution:

Effective	1/1/08	12/13/09	1/1/10	1/1/11
Percent	0%	10%	10%	10%

- The City shall pay to the Wisconsin Retirement System the required employee contribution as listed.

## Employee Contribution:

Effective	1/1/08	12/13/09	1/1/10	1/1/11
Percent	0%	0%	100%	100%

- Worker's Compensation: The City will provide workers compensation in accordance with state statutes.

## C. Regular Hourly Rate Conditions:

- The first person called in the following departments shall be the Head and shall receive Head pay. Head pay shall apply even if no other employees in the department are called. Typically, the Head carpenter shall oversee other Heads and shall serve as the liaison between the crew, the building, and the client. The departments include carpenter, electrician, audio, wardrobe, hair and make-up, props, fly system, video/projection. Heads may be released from rehearsal or performance calls if equipment from the department, or employees performing work of the department, are not being used. Heads will be required when any equipment from a particular department is used. The parties agree that the phrase, "any equipment from a particular department" means any equipment of the type historically used by personnel in that department, and is not limited to equipment actually owned or controlled by the Employer. It is understood that not every piece of equipment belongs to an individual department, and that any individual piece of equipment will not require Head pay for more than one Head. Past practice will be used in determining when it is appropriate to call and/or release a Head.
- Heads will always be considered working members of the crew.
- The number of Employees called to work in connection with an event shall be that number which is ordinarily adequate to perform the work anticipated within the time expected to be available. However, the minimum number of Employees required under the provisions of an IATSE Yellow Card shall be determined by the Yellow Card. A copy of the Yellow Card shall be supplied to Overture Center upon receipt by the Union.
- When the City deems it appropriate to hire stagehands to work as forklift operators, they shall be paid the same rate as Heads. This provision shall not be interpreted to give IATSE jurisdiction over the work of forklift operators except as it relates to worked described in Article II.
- The Pusher rate will be paid whenever a show specifically requests pushers.

6. All personnel shall receive a minimum of four (4) hours pay per call for a “load in” (set up). All personnel shall receive a minimum of three (3) hours pay for a “load out” (take down) except that the minimum of the four (4) hours pay shall apply for those people added above the number requested for the “load in” or for those whose “load out” is twenty-four (24) or more hours after the beginning of the “load in” and is their only call of the day. All personnel shall receive a minimum of two (2) hours pay per recall. A recall is defined as a resumption of work within two (2) hours of the beginning of an unpaid break. Work continuing after time off in excess of two (2) hours shall require a three (3) hour minimum. If work resulting in the call does not require a full two (2) or three (3) hours of labor the individual may be assigned other work related to the current event within the same performance space.
7. In computing wages for all work, all fractions of an hour shall receive a full hour of pay, except the out of an attraction, after the minimum out has been completed, and the crew is in overtime, the time is charged in one half (1/2) hour increments.
8. The City retains the right to schedule a four (4) hour multi-task work call.
9. A daily work period includes all time worked from the start of the first call of the day until the end of the last call that precedes an eight (8) hour unpaid break. Personnel released from a call must have an eight-hour break before returning to work for the same attraction the next day.
10. The load out after an attraction shall begin at the call time determined by the SBA/Union Steward in association with the Promoter’s Representative and the attraction’s Stage Manager, or the end of the attraction, whichever comes first.
11. Employees are entitled to a fifteen minute paid break for every four hours of a work call, at a mutually agreeable time. Employees who work a show call will be given a fifteen minute paid break before they start work on the out of an attraction.
12. Whenever the OCA requires stage employees, it shall notify the SBA, stating the location, start time, classification of the work to be performed, and the number of employees needed to fill the call. The OCA will attempt to provide such notice at least seventy-two (72) hours in advance. There shall be no penalty for failure to provide advanced notice.
13. Call Changes and Cancellations
  - a. The Employer will provide twelve (12) hours notice to the SBA of the change in time of a call. The Union, upon receipt of such notice, will make a reasonable effort to notify employees of the change. If twelve (12) hours notice for call change is not provided by the Employer, the Employer agrees to pay a penalty of an additional one (1) hour at the applicable rate to each employee assigned to the call.

- b. The Employer will provide twenty-four (24) hours notice to the SBA of the cancellation of a call. The Union, upon receipt of such notice, will make a reasonable effort to notify employees of the cancellation. If twenty-four (24) hours notice for a cancellation is not provided by the Employer, the employee shall be paid according to the provisions and applicable rates of the original work call.
14. The employer shall provide a safe and healthy work environment for the performance of work covered by this Agreement. The employer shall not discriminate or retaliate against any employee who reasonably refuses to work due to an unsafe or unhealthy condition.

D. Performance and Rehearsal Rates Conditions

1. A performance or rehearsal shall be a three (3) hour minimum call. This excludes the complimentary one-half (1/2) hour call time preceding the announced show time.
2. All performance personnel shall be paid per hour for performances over three (3) hours in length at the applicable performance base rate.
3. Time and one half (1 ½) the applicable performance rate shall be paid for each hour or fraction thereof a performance or rehearsal that runs between 12:00 a.m. (midnight) and 8:00 a.m. and on Holidays listed in this agreement.
4. Performance personnel may be called for no more than one (1) continuity hour immediately preceding or following a performance or rehearsal call to perform work relating to that performance or rehearsal. Such work shall be paid at the applicable hourly rate and no minimum personnel shall apply.
5. The operation of follow spots shall be assigned to Local 251, Union personnel in accordance with Article II.

E. Overtime Pay, Premium Pay, and Holiday Pay Conditions

1. Overtime Pay: Time and one half (1 ½) the applicable base rate shall be paid for work performed after eight (8) hours for the same attraction within a daily work period. Double the applicable base rate shall be paid for work performed after eighteen (18) hours for the same attraction within a daily work period.
2. Premium Pay: Time and one half (1 ½) the applicable base rate shall be paid for work performed between midnight and 8:00 a.m. Work performed after eight (8) hours for the same attraction between midnight and 8:00 a.m. shall be paid at double the applicable base rate. Work performed after eighteen (18) hours for the same attraction between midnight and 8:00 a.m. shall be paid at triple the applicable base rate.
3. Holiday Pay: Time and one half (1 ½) the applicable base rate shall be paid for all work performed on New Year's Day, Martin Luther King Jr.'s Birthday (the third Monday in January), Memorial Day (the last Monday in May), Independence Day, Labor Day, Thanksgiving Day, December 24<sup>th</sup> and December 25<sup>th</sup>. For

payroll purposes, Holiday pay shall commence with the first call of the actual Holiday and conclude at the end of the last call of the actual Holiday.

4. Pay shall not exceed double the base rate unless the crew has worked more than eighteen (18) hours. Double the applicable base rate shall be paid for all work done after eighteen (18) hours in any one daily work period. Triple the applicable base rate shall be paid for all work done after 18 hours in any one daily work period between the hours of 12 a.m. and 8 a.m. Pay shall not exceed three (3) times the applicable base rate. This shall not affect meal break computations.
5. Overtime pay, premium pay, and holiday pay do not apply to show/performance rates except when specifically stated.
6. The following terms and conditions shall be in effect regarding meal breaks:
  - a. An unpaid meal break shall be no less than one (1) hour in length. If a meal break of less than one (1) hour is given, food must be provided for the crew by the promoter or employer prior to the end of the fifth (5th) hour and this shall be a paid break at the applicable rate and thirty (30) minutes in duration. All work done on a call in excess of five (5) consecutive hours without one of the breaks described herein shall be paid at double the applicable rates (meal penalty).
  - b. One (1) hour penalty if the "In" and Show last longer than five (5) hours with no break and if there is no break between the "Show" and the "Out".
  - c. In the event food does not arrive at the end of the fifth (5th) hour, the meal penalty will not go into effect provided:
    1. No personnel work into the sixth (6th) hour.
    2. When food arrived and is ready to eat that will be the starting time of the thirty (30) minute break that is paid for the entire crew.
    3. The waiting period shall be paid at the applicable rate.
    4. There will be no reduction in crew during either the waiting period or the meal break.
    5. The waiting period for food shall be no longer than one (1) hour.
7. No personnel shall be replaced or cut for the sole purpose of avoiding overtime or meal requirements. This provision shall in no way be interpreted to restrict the right of the employer to send employees home due to lack of work.
8. The Union shall not refuse to relieve any personnel who can no longer work safely due to fatigue.
9. For purposes of Fair Labor Standards Act (FLSA) compliance only, a weekly work period shall be defined as seven consecutive days Sunday through

Saturday. The City will ensure that employees are compensated in accordance with the FLSA.

F. Rigging and Climbing:

1. Climbing is the term applied to all work that involves the attachment or mounting of equipment to or from theatrical grids and to all work that involves working on the ceiling or roof structure of the Overture Center. Persons called as a climber shall be paid at the climber rate for at least a minimum call or until the work is finished, whichever is greater.
2. Persons who are asked to focus lights, adjust microphones or any other equipment while climbing on a truss, shall be paid at the climbing rate in hourly increments for time spent doing that work.
3. Rigging is a term applied to all work done to support the work of a climber, including the assembly and tying on of cable and chain combinations prior to them being pulled in the air by climbers. It is also applied to all work done on a theatrical grid to move sheaves and maintain the fly system. Persons called as a Rigger shall be paid at that rate for at least a minimum call or until the work is finished, whichever is greater.
4. Persons of the carpentry or electricians crew asked to perform rigging work on the grid or to focus box booms in the Overture Hall or Capitol Theater shall be paid at the rigging rate in hourly increments for time spent doing that work.

G. Loading:

1. Loaders shall be employed each time a truck with a bed size of 14' or larger is used for show scenery or theatrical equipment at the Overture Center.
2. A member of the Road Crew must supervise the loading and unloading of all show related vehicles.
3. Person's employed as loaders shall work only in the truck or other show related vehicles.
4. These provisions shall not be interpreted to give IATSE jurisdiction over the work of truck loading except as it relates to work described in Article II.
5. When the City deems it appropriate to hire stagehands to work as forklift operators they shall be paid the same rate as Heads. This provision shall not be interpreted to give IATSE jurisdiction over the work of forklift operators except as it relates to work described in Article II.

H. Installation, construction, and/or modification of permanent theater systems shall be compensated at the "Rigger" rate.

I. Audio and or Video Recording, Broadcasting, Webcasting, or the Taking of Motion Pictures:

1. Any personnel who perform duties for any rehearsal, performance or presentation that is being video and/or audio recorded, filmed, broadcast, or webcast shall be paid at one and one-half times (1 ½) the applicable rate.
2. The following video and/or recording activities shall be exempt from the provisions of Article IX(I)1.
  - a. Videotaping or audio recording for archival or production purposes via one (1) fixed camera location or one (1) mono audio house feed.
  - b. Videotaping for television publicity segments or news of not more than two (2) minutes duration of which no continuous sequence shall exceed 30 seconds.
  - c. Camera blocking videotapes (for preparation purposes) that may be made during performances or rehearsals prior to the primary videotaping activity. Preparation videotapes may not be used in the telecast release, in non-commercial educational segments and/or any documentary footage or promotional material.
  - d. Videotaping to be utilized in audio-visual presentations for classroom educational material provided on a non-commercial basis.
  - e. Videotaping or audio recording used for non-commercial, public access television broadcast.
3. Should any recording exempted per the language of Article IX(I)2 be subsequently used for any commercial broadcast, webcast or commercial sale, including, but not limited to DVD or CD sales; including any such broadcasts, webcasts, or sales done by third parties, then the conditions of Article IX(I)1 shall be applied retroactively to any and all applicable rehearsals, performances or presentations. It shall be the Employer's obligation to inform the Union of any such instances, and compensate personnel accordingly.
4. If the Union learns of any subsequent commercial usage of recordings that had been deemed exempt per Article IX(I)2, and is not informed of such by the Employer within seven (7) days thereafter, personnel who had performed duties for the applicable rehearsals, performances, or presentations shall be compensated retroactively an additional three (3) times the applicable rate.

## ARTICLE X JOB POSTING, PROBATION AND DISCHARGE

### A. Job Posting and Filling:

All permanent vacancies that are approved to be filled, regardless of bargaining unit, shall be posted on all bulletin boards used by the employees in such places as the employer decides, and e-mailed to the Union Business Agent and Secretary. Such notices shall be posted for at least five (5) working days, which days shall be in two (2) separate weeks before the final date of acceptance of applications. Notices shall be as informative as are reasonably possible.

**B. Probation and Discharge:**

1. All employees, within the first three (3) days of employment, shall provide required I-9 information and any other employment documentation required by the employer including a complete City Job application form. Failure to provide the required documentation within the first 3 days of employment shall result in immediate termination.
2. Employees shall be considered on probation for the first twenty (20) workdays as stagehands working for the Overture Center or the MTCCC. Probation may be extended for an additional ten (10) days at any time during the first twenty (20) workdays. During the probationary period the employer shall perform background checks and shall evaluate performance and conduct to determine if the employee shall continue to perform work for the Overture Center or the MTCCC. Any disciplinary action, up to and including immediate termination during the probationary period shall not be subject to appeal in any way.
3. If an employee is not assigned to work at the Overture Center or the MTCCC for a period of one (1), year, continuous service shall be considered broken and if/when the individual is assigned to work at the Overture Center or MTCCC it shall be considered a new hire subject to provisions (1) & (2) above.
4. The Union shall not assign any employee to work at either the Overture Center or MTCCC that has been discharged by the City of Madison for just cause. This provision will be effective with the signing of the contract and will not be implemented retroactively.

**ARTICLE XI  
SAVINGS CLAUSE**

It is the intent of the parties that nothing in this agreement conflicts with either state or federal law and should this occur during the term of this agreement such provision shall become null and void.

**ARTICLE XII  
MISCELLANEOUS**

The Union and City recognize that they each have statutory and charter rights and or obligations. Notwithstanding any other provision of this agreement to the contrary, the Union and the City reserve the right to enforce any other legal rights to which they either by law or equity are entitled.

ARTICLE XIII  
DURATION OF AGREEMENT

This Agreement is to be in full force and binding upon the parties hereto, from the 1<sup>st</sup> day of January 2008 to the 31<sup>st</sup> day of December 2009, and the 1<sup>st</sup> day of January 2010 to the 31<sup>st</sup> day of December 2011. At least sixty (60) days prior to the expiration date hereof, the parties shall meet and confer to negotiate the terms of a new Agreement to take effect upon the termination of this Agreement.

This Agreement is the only Agreement between the parties concerning the matters contained herein and supersedes all prior agreements.

Dated at Madison, Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

For the City of Madison

For the International Alliance  
of Theatrical Stage Employees,  
Moving Picture Technicians, Artists  
And Allied Crafts of the United States,  
Its Territories And Canada.  
Local 251, Madison, WI.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
IATSE PRESIDENT

\_\_\_\_\_  
COMPTROLLER

\_\_\_\_\_  
IATSE VICE PRESIDENT

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
IATSE BUSINESS AGENT

\_\_\_\_\_  
IATSE UNION REPRESENTATIVE

Approved as to form only, on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
CITY ATTORNEY

APPENDIX A  
MONONA TERRACE COMMUNITY AND CONVENTION CENTER

The Monona Terrace Community and Convention Center (MTCCC) will continue to employ stagehands to set up facilities and equipment. Stagehands employed at the MTCCC shall have all of the rights and conditions of this agreement.

A. Scheduling:

1. MTCCC shall schedule stagehands as MTCCC deems necessary by informing the SBA of the day, hours, and number of stagehands needed to perform the work.
2. Training: Stagehands shall participate in all training as required by MTCCC and the City of Madison.

B. Compensation:

1. The MTCCC shall compensate stagehands in accordance with Article IX, A and B of this agreement.
2. If a touring show requests labor that is structured according to the yellow card format, and the call is of sixteen (16) people or more, then MTCCC would apply the same rates and conditions as the agreement with the OCA.
3. Operations stagehands are paid at the same rate as Hands as specified in Article IX.

C. Overtime, Premium Pay, and Holidays

1. Overtime: For purposes of Fair Labor Standards Act (FLSA) compliance only, a weekly work period shall be defined as seven consecutive days Sunday through Saturday. The City will ensure that employees are compensated in accordance with the FLSA.
2. Overtime Pay: Time and one half (1 ½) the applicable base rate shall be paid for work performed after eight (8) consecutive hours within a daily work period. Double the applicable base rate shall be paid for work performed in excess of eighteen (18) hours within a daily work period.
3. Premium Pay: Time and one (1 1/2) half the applicable base rate shall be paid for work performed between midnight and 8:00 a.m. Work performed in excess of 8 hours and between midnight and 8:00 a.m. shall be paid at double the applicable base rate.
4. Holiday Pay: Time and one half (1 ½) the applicable base rate shall be paid for all work performed on New Year's Day, Martin Luther King Jr.'s Birthday (the third Monday in January), Memorial Day (the last Monday in May), Independence Day, Labor Day, Thanksgiving Day, December 24<sup>th</sup> and December 25<sup>th</sup>. For payroll purposes, Holiday pay shall commence with the first call of the actual holiday and conclude at the end of the last call of the actual holiday.

5. Pay shall not exceed double the base rate unless the crew has worked more than eighteen (18) hours. Triple the applicable base rate shall be paid for all work done after (18) hours in any one daily work period between the hours of 12:00 a.m. and 8:00 a.m. Pay shall not exceed three (3) times the applicable base rate.

## APPENDIX B EMPLOYEE CONTRACT GRIEVANCE REPORT

**Instructions:**

See the appropriate collective bargaining agreement for time limits and procedures for presenting and acting on grievances. A copy of this grievance must be filed with the Office of Labor Relations when it is submitted.

If this is a group grievance, use name and address, and attach a sheet listing the names and classifications of other grievants.

<b>Grievance Step - Circle One</b>		
<b>1</b>	<b>2</b>	<b>3</b>

NAME (LAST, FIRST, MI)		JOB TITLE	
DEPARTMENT/DIVISION	WORK LOCATION	EMPLOYEE'S HOME ADDRESS	
BARGAINING UNIT	EMPLOYEE'S WORK PHONE NO.	EMPLOYEE'S HOME PHONE NO.	
This grievance alleges violation of Article(s) _____ Section(s) _____ of the Labor Agreement.		DATE OF ALLEGED GRIEVANCE	
DESCRIBE THE GRIEVANCE - STATE ALL FACTS, INCLUDING TIME, PLACE OF INCIDENT, NAMES OF PERSONS INVOLVED, ETC. (ATTACH ADDITIONAL SHEETS IF NECESSARY).			
RELIEF SOUGHT:			
EMPLOYEE'S SIGNATURE	UNION/ASSOCIATION REPRESENTATIVE'S SIGNATURE	DATE FILED WITH EMPLOYER	
EMPLOYER REPRESENTATIVE'S ANSWER			
EMPLOYER REPRESENTATIVE'S SIGNATURE	TITLE	DATE GRIEVANCE RECEIVED	DATE GRIEVANCE ANSWERED