

Collective Bargaining Agreement Between

Local 205 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians,  
Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, CLC

and

AUSTIN THEATRE ALLIANCE, INC.

August 1, 2015, through July 31, 2020

This Agreement, between Local 205 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, CLC, hereinafter either "The Local" or "Union," and Austin Theatre Alliance, hereinafter either "ATA" or "Employer," shall constitute an Agreement between the parties hereto for the work, wage rates, working conditions and benefits for all Employees in the Bargaining Unit (as that term is defined hereinafter).

## **1. Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all professional stage Employees of the Employer in the job classifications covered by this Agreement within the jurisdiction of IATSE Local 205 (the Bargaining Unit), and excluding supervisors, office clerical Employees, and other administrative Employees as defined by the National Labor Relations Act.

## **2. Scope of Agreement**

- 2.1.** This Agreement shall be applicable to all eligible professional stage Employees of the Employer performing bargaining unit work (hereinafter, "Employees").
- 2.2.** This Agreement will be binding on all companies of any kind using or leasing the Paramount Theatre, and the State Theatre (individual referred to as "Theatre," and collectively, "Theaters") except in such case where a separate agreement has been reached between the Union and a company leasing or using a Theatre for a specific and limited production.
- 2.3.** This Agreement will apply to Stage Employees at the Paramount and State Theatres. "Stage Employees" will include house staff and non-house staff Employees performing work involving stage carpentry, rigging, truck loading, scenic painting, wardrobe, wigs and make-up, stage lighting and the powering of stage lighting devices, operation of the projection booth, house and stage audio and the powering of house and stage audio, handling of props, and maintenance and installation of any stage equipment in these areas.
  - 2.3.1.** For the purposes of clarity, regarding the State Theatre, it is understood that the State Theatre Community Access Program events, non-performance events hosted by the Employer and the Employer's Education & Outreach Department summer camps and student-related performances will be exempt from this Agreement.
- 2.4.** Employer and the Union will negotiate in good faith regarding shop Employees when and if shop Employees and/or conditions exist.
- 2.5.** The wage scales and working conditions of this Agreement are minimums, and no Employee shall be precluded from obtaining "better conditions" than those in this Agreement.

**3. Rights of the Parties**

- 3.1. The Employer retains all rights except as those rights are limited by the express and specific language of the provisions of this Agreement. Nothing contained in this Agreement shall be construed to impair the rights of the Employer to conduct all business in all particulars except as expressly and specifically provided in this Agreement.
- 3.2. The Union has all rights that are specified in the provisions of this Agreement and retains all rights granted by law, except as such rights may be limited by the provisions of this Agreement. Nothing contained in this Agreement shall be construed to impair the rights of the Union to conduct all business in all particulars except as expressly and specifically provided in this Agreement.

**4. Prior Obligation**

- 4.1. As the Union is a member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, CLC, nothing in this Agreement shall ever be construed to interfere with any obligations the Union owes to the International Alliance by reason of a prior obligation, provided the foregoing shall in no event be construed or applied so as to contravene any applicable federal or state law. The Union represents that nothing in this Agreement interferes with any obligations the Union owes to the International Alliance by reason of a prior obligation.
- 4.2. The Local warrants that nothing in this Agreement conflicts with any obligation it or its members presently have, and agrees that it will provide ATA with written notice of any proposed change in its By-Laws or Working Rules, or in the By-Laws or Constitution of the International Union, which might create conflicting obligations. ATA also agrees to provide written notice to the Local of any changes in ATA personnel policies or working rules that might create conflicting obligations.

**5. Union Security**

Wherever permitted by law, Employees covered by this Agreement, as a condition of employment, shall become and thereafter remain members in good standing of the Union on and after the thirtieth day of their employment or thirty days following the execution of this Agreement, whichever is the later date. To the extent that any federal or state statute does not permit the form of union security herein provided, then and in that event, this Agreement shall be deemed to provide for the maximum form of union security permitted by law.

**6. Hiring**

- 6.1. All House Staff Employees remain within the hiring authority of the Employer's Production Manager.
- 6.2. Except in 6.1, the Union and Employer will determine the number of stagehands to work calls in a safe and efficient manner.
- 6.3. For positions requiring Special Skill, as recognized by ATA and the Union, the Employer shall be allowed to request Employees by name. Employees requested by name shall be paid at the department head rate plus an additional \$1.00 per hour.
- 6.4. Union stagehands will be used whenever the stage, rigging, lighting, sound, or projection booth is used. Movement of any props, equipment, scenery or cumbersome musical instruments, etc., during an event will require Union stagehands, unless movement of same by actors/performers is designated by show director as part of show blocking choreography. Union hands will be used for wardrobe, wigs and make-up work.
- 6.5. All moving and follow spot lamps will be operated by Union stagehands.
- 6.6. All semi-trailers will be loaded or unloaded by Union stagehands and when stagehands are required to load or unload vehicles they will be paid as truck loaders according to Addendum A.
- 6.7. The Projectionist will be responsible for screen masking adjustments when screening is in progress and the House Projectionist should be on the call when work is done installing the masking.

## **7. Work Assessment**

The Employer agrees to deduct from the wages of each Employee, for and on account of the Union, work assessment payments, provided however, that no such deductions shall be made except pursuant to a written authorization from each Employee authorizing such deduction. The Union shall notify the Employer of the percentage of gross wages owed. The Union agrees to hold the Employer harmless for the unauthorized deduction of any Union dues. The authorization form is attached as "Addendum D."

## **8. Stewards**

- 8.1. It is recognized that the Steward is the appointed daily representative of the Union. No Steward shall be subject to penalty, layoff, discipline or discharge for any act in the performance of his/her legitimate or legal duties as Steward.

**8.2.** When only House Staff Employees are called, House Staff shall appoint their own Steward. This appointment will incur no additional pay from the Employer and is not subject to the Steward rate in Addendum A.

**8.3.** The Steward will:

**8.3.1.** Aid the Head Carpenter in ensuring the safe and efficient operation of the stage.

**8.3.2.** Be responsible during calls to the Union for the enforcement of this Agreement.

**8.3.3.** Be the timekeeper of the call for the Union.

**8.3.4.** Be a working member of the call.

**8.3.5.** Be present when discussing questions of clarification of the Agreement in force and present when an on-site dispute occurs.

**8.3.6.** Be recognized on all calls.

**8.4** Stewards are permitted a reasonable amount of time during work hours to investigate complaints in order to file or reject possible grievances. Provided such time does not unreasonably interfere or disrupt any work.

## **9. Union Access**

The Union shall be permitted reasonable access to all Company-owned and all Company-controlled sites where Employees covered by this Agreement are working. Such visits shall be limited to the areas in which the Employees covered by this Agreement are actually working and those areas that could directly affect those areas in which the Employees covered by this Agreement are actually working. Such visits shall cause no interruption or slowdown of the Company's business except in the case of bona fide safety concerns.

## **10. Labor / Management Committee**

A Labor/Management Committee will be established by the Employer and the Union to address issues that arise during the term of this Agreement. The Union Business Agent, or his/her designee, and the Employer's Executive Director, or his/her designee, shall participate in all meetings of this Committee. The Committee shall consist of at least 2 individuals from the Union and 2 individuals from the Employer and requires an equal number of representatives from the Employer and the Union. The committee shall meet as needed, but no less than twice per year unless both sides agree in writing to waive the semi-annual meeting.

## **11. Safety**

**11.1.** The Employer and the Union agree that all required safety procedures must be followed to protect all Employees. The Union has at all times the right to demand that Employees handle and operate only materials and equipment in safe working condition and be

protected with reasonable safeguards while working. No Employee shall be required to perform any work that exposes the individual to danger to life or limb.

- 11.2. All incidents involving the Employer's Employees, including accidents and injuries, must be reported by the Employer to the Union Steward within 24 hours.
- 11.3. The Employer will ensure that reasonable health and safety standards are maintained at each job site. Reasonable health and safety standards include but are not limited to:
  - 11.3.1. A first aid kit appropriate to the hazards of the work at each work site
  - 11.3.2. Adequate lighting, ventilation and safety equipment in all work areas
- 11.4. The Employer shall act promptly whenever unsafe conditions are brought to its attention by the Steward.
- 11.5. When a batten is moved during an event, two (2) Flymen will be required if the batten cannot be safely handled by one (1) Flyman.
- 11.6. The minimum number of loaders for a semi truck shall be four (4). The minimum number of loaders for a bobtail shall be two (2).

## **12. Non Discrimination**

The Employer and the Union agree that in applying the terms of this Agreement there will be no unlawful discrimination based on race, color, creed, religion, gender, sexual orientation, age, national origin, or other status protected by law.

## **13. Work Rules and Requirements**

Employer retains the right to maintain, post, and distribute a set of work rules, policies, and requirements, including safety rules, and to amend those rules, policies, and requirements at its discretion and in consultation with a Labor/Management Committee. In no event will such rules and requirements conflict with or diminish the terms and conditions of this Agreement. A copy of the Employer's work rules, policies, and requirements will be provided to the Union, and any changes must be submitted to the Union at least one week prior to implementation. In the event of a conflict between Employer work rules, policies and procedures and this Agreement, this Agreement shall prevail.

## **14. Discipline and Termination for Cause**

- 14.1. STAGE Employees who violate ATA's work rules and requirements, including safety rules, or who are performing unsatisfactorily may be subject to discipline.

14.2. The Employer agrees to utilize progressive discipline, which shall consist of the following:

- 14.2.1. Written warning
- 14.2.2. Final written warning or suspension
- 14.2.3. Termination

Discipline will progress for subsequent violations of a similar character, or continued unsatisfactory performance.

The Employee and the Union will be notified of all disciplinary actions. The Employer will make every effort to give the Employee twenty-four (24) hours notice prior to issuing a written warning.

Any disciplinary action which is beyond twelve (12) months from date of issuance shall not be used as a basis for progressive discipline.

14.3. Employment may be terminated for just cause with two (2) weeks written notice by either party, except in the case of drunkenness, unlawful use of drugs, dishonesty or non-payment of wages, in which case no notice will be required of either party and termination may be immediate. The vacant position will be filled with a qualified person in a timely manner.

14.4. In cases where the Employee disagrees with the cause for discipline, he/she will be granted a meeting with ATA to discuss the situation. The Employee has the right to union representation at any meeting.

14.5. All discipline shall be final, unless the union initiates a grievance in accordance with Section 15.

## 15. Grievance Procedure

A "grievance" is a dispute, difference, disagreement, or complaint, which involves the interpretation or application of, or compliance with, the provisions of this Agreement. The parties accept the principle that any dispute will be resolved in an orderly and expeditious manner. If at any time during this process a responding party fails to act when required by these steps, the process will automatically proceed to the next outlined step. All grievances shall be handled exclusively as set forth in this Section.

When an on-site dispute occurs and the Steward and ATA and/or its lessees cannot promptly resolve the dispute or complaint, the parties concerned will confer within three (3) working days of the dispute. If the dispute remains unresolved the matter will proceed to the "Steps for

Processing a Grievance” as set forth in 15.1. (Working days refer to Monday through Friday).

Should a dispute arise between ATA and/or lessees and the Local, the complaining or aggrieved party will serve notice thereof, in writing, on the other not later than five (5) working days from the date the dispute occurred or comes to the attention of the complaining or aggrieved party. Within five (5) business days immediately following receipt of such written notice, the Local and ATA Production Manager will meet in an earnest effort to resolve the matter at hand. If the dispute remains unsettled, the grieving party will then have up to five (5) working days after the meeting proceed to with the following “Steps for Processing a Grievance” as set forth in 15.1.

### **15.1. Steps for Processing a Grievance**

No complaint or dispute will be considered a grievance until and unless filed with the other party in writing with signature within ten (10) working days from said occurrence. The notice will state the specific provision or provisions of the Agreement that are believed violated: the exact nature of the grievance; the act or acts complained of; by whom they were committed; and when they occurred.

**15.1.1.**        *Step One:* The Union and the Employer will designate up to two (2) representatives to meet with the ATA Production Manager within ten (10) working days after filing a grievance. If an agreement cannot be reached, the following steps will apply.

**15.1.2.**        *Step Two:* If, within ten (10) working days of the meeting described in “Step One”, upon either party’s written notice, two (2) Union representatives and legal counsel, if desired and the Employer’s Executive Officer and legal counsel if desired, and, at their discretion, the ATA Production Manager, will meet to resolve the grievance. The defending party will then have up to ten (10) working days following the Step Two meeting to render a reply to the grieving party, the final of which must be put in writing and signed. The grieving party will then have up to ten (10) working days from receipt of this written reply to accept the reply in writing.

**15.1.3.**        *Step Three: Arbitration:* If “Step One” and “Step Two” fail to satisfactorily resolve the grievance, the parties will engage in arbitration. The Union and the Employer will have up to seven (7) working days from the date arbitration is required to agree upon an arbitrator. In the event that the parties cannot agree on an arbitrator, then the parties will apply to either the Federal Mediation and Conciliation Service or the American Arbitration Association (“AAA”). In the event that the Employer elects to utilize AAA, the Employer will bear the associated expenses. Thereafter, the matter will be settled in accordance with the rules those organizations set forth.

- 15.2. All arbitration will take place in the Austin, Texas area.
- 15.3. Both the Employer and the Union agree to the terms and conditions that may be levied by the arbitrator and verdict will be final and may not be altered.
- 15.4. The arbitrator will have no power to amend or delete from the terms and conditions of this Agreement.
- 15.5. Each party will be responsible for its own arbitration expenses. However, the parties will equally share the direct cost of the Arbitrator; unless otherwise agreed to in writing.
- 15.6. The time limits set forth in the Grievance Procedure may be extended by written mutual agreement.

**16. No Strike / No Lockout**

During the term of this Agreement, there shall be no strikes by the Union or lockout of the Employees by the Employer.

**17. Job Classifications**

Full Time ("FT") House Staff Employees

- 17.1. FT House Staff Employees will enter into personal contracts in the form set forth in the addenda to this Agreement and will not conflict with or diminish this Agreement.
- 17.2. Employer will give the Union sufficient advance notice of all vacancies for positions coming within the parameters of this Agreement, but it is agreed between the two parties hereto that hiring of Employees hereunder will not be inconsistent with any applicable State or Federal laws.
- 17.3. FT House Staff Employees' conditions will be set forth in the body and rates of pay in Addendum A of this Agreement and in separate, individual contract addendums.
- 17.4. Employer will be the Employee's first scheduling commitment when considering any other outside professional commitments.
- 17.5. FT House Staff positions have been created to become more integrated in the operations of Employer, and to assume greater responsibilities than Daily Staff Employees. FT Staff are expected to commit to a more demanding work schedule of forty (40) hours per week, attend and participate in staff meetings, work more independently and plan for the long-term preservation of the theater and not just the day to day needs of a show. FT House Staff will enter into separate contracts in accordance with the terms of this

Agreement, and the addenda hereto. Such positions will be salaried from August 1 through May 31 of each year, and then hourly/on-call from June 1 through July 31. FT House Staff will have the option to take June 1 through July 31 as a leave of absence or stay in town and pick up work when it is available as House Staff Daily Hires (17.8). The House Projectionist will be offered work under the same conditions from September 1 to May 30.

**17.6.** FT House Staff Employees will include individuals selected to work full-time in the following positions:

**17.7.** Stage Department

**17.7.1.** House Carpenter

**17.7.2.** House Flyman

**17.7.3.** House Sound and Projection

**17.7.4.** House Sound

**17.7.5.** House Electrician

**17.7.6.** House Projectionist

- Video/Projection Department--This department shall be required June through August each year.

**17.8.** House Staff Daily Hires (hereinafter, "DH")

In the event Employer requires individuals to substitute for the FT Staff Employees identified above, Employer will have the option of obtaining labor in accordance with the terms and conditions of this Agreement at the rates specified in Addendum A:

**17.9.** All other stage Employees shall be designated to work in departments and crafts traditionally represented by IATSE

**17.10.** Steward

Required on all calls and, with the exception of 8.2, paid \$1.00 per hour more than the rate in effect for the work then being performed by the Steward.

**17.11.** Truck Loaders

Truck Loaders will be used to load and unload semi-trucks.

**17.12.** Pyrotechnician

A licensed Pyrotechnician or Flame Effects Operator shall be hired when required by the Fire Marshal.

**17.13.** Rigging

**17.13.1.** Riggers shall be hired to perform work overhead such as, but not limited to:

- moving loft and/or head blocks, setting diverters, and hanging chain motors.
- 17.13.2. Fly rail operators are considered Special Skill for the purposes of section 6.3 above
  - 17.13.3. When House Staff perform Rigging work, the conditions stated in section 18.16 (Work in Higher Classification) will apply. The Rigging rate specified in Addendum A will be paid in addition to any other compensation owed to the Employee.

## **18. Minimum Conditions**

### **18.1. Calls**

Ten (10) minutes into a new hour will be paid as one-half (.5) hour, forty (40) minutes into an hour will be paid as one (1) hour.

The following minimums will apply, except to FT House Employees:

### **18.2. Live Shows:**

- 18.2.1. Minimum call for Put-In will be four (4) hours.
- 18.2.2. Minimum call for Take-Out will be four (4) hours.
- 18.2.3. Minimum call for Performance will be four (4) hours beginning one-half (½) hour prior to scheduled curtain and ending when the show has concluded and the stage has been made safe and secure.
- 18.2.4. Minimum call for School District Performance Put-In will be four (4) hours, Take-Out will be two (2) hours and Show Call will be three (3) hours.

### **18.3. Small Scale Shows:**

Productions or concerts where equipment arrives in a van or less, uses House Repertory lighting plot (up to four instruments may be moved) and House Goods Plot

- 18.3.1. Minimum call for Put-In will be four (4) hours.
- 18.3.2. Minimum call for Take-Out will be four (4) hours.
- 18.3.3. Minimum call for Performance will be four (4) hours.

### **18.4. Small Scale Shows with a running time less than 75 minutes:**

- 18.4.1. For one performance in a day a minimum show call of four (4) hours will apply.
- 18.4.2. For multiple performances in a single day, a four (4) hour minimum show call will apply to the first performance, and a three (3) hour minimum to each subsequent performance.

**18.5. Continuity Call:**

A one (1) hour continuity call will be paid for work up to one hour immediately preceding or immediately following a performance call.

**18.6. Work Calls:**

Minimum call for work performed during the run of a show will be five (5) hours.

**18.7. Pit Calls:**

The minimum call for uncovering the pit will be four (4) hours. The minimum call for covering the pit will be four (4) hours.

**18.8. Moving Picture Shows:**

**18.8.1.** Minimum screening call will be five (5) hours for any day involving a public screening, whether the day contains a single or multiple screenings.

**18.8.2.** Minimum call for work required on a screening day (e.g., a call to run through one or more films) will be four (4) hours.

**18.9. Workweek**

The workweek will commence at 12:00am on Monday and conclude at 11:59pm on the following Sunday.

**18.10. Overtime**

Stage Employees, except as qualified throughout this Agreement, will receive overtime at the rates set forth in Addendum A when any of the following conditions apply:

**18.10.1.** With the exception of Full Time House Staff Employees, after eight (8) hours of actual work in one day, including Performance calls.

**18.10.2.** Over forty (40) hours of actual work time in a workweek

**18.10.3.** With the exception of Full Time House Staff Employees, an Employee's seventh (7th) or more consecutive day of work, until the Employee is allowed a 24 hour period off of work.

**18.10.4.** When one (1) condition exists the overtime rate will be one and one half (1.5x) times the Hourly Rate in effect. When two (2) of these conditions exist simultaneously, the overtime rate will be two times (2x) the Hourly Rate in effect. When three of these conditions exist simultaneously, the overtime rate will be two and one half times (2.5x) the Hourly Rate in effect. If more than three (3) conditions exist simultaneously, the overtime rate will not exceed two and one half times (2.5x) the Hourly Rate in effect, with the exception of meal penalties and turnaround penalties.

**18.11. Holidays**

One and one-half (1.5) times the rate in effect for all job positions except Loaders. Loaders receive an additional \$10.00 per semi and \$5.00 per other. Holidays observed: New Year's Eve, New Year's Day, Martin Luther King Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, and Christmas Day.

**18.12. Meals and Breaks**

**18.12.1.** In order to avoid Meal Penalty, a one (1) hour meal break will be provided at intervals of not less than four (4) hours, but not greater than five (5) hours. If necessary, a thirty (30) minute paid meal break will be provided with a balanced meal for lunch, or hot balanced meal for dinner, to be paid for by the Presenter or Producer as mutually agreed. Failure to meet these conditions will result in the assessment of a Meal Penalty.

**18.12.2.** Meal Penalty will be calculated as follows:

1st Half Hour	2nd Half Hour	3rd and each subsequent half hour
\$10.00	\$12.00	\$15.00

**18.12.3.** Meal Penalty will be assessed after five (5) hours into a call when a meal break has not been provided.

**18.12.4.** Grace: If the remaining work for the day can be finished within thirty (30) minutes after five (5) hours into the call, grace may be requested from the Steward and with his approval, no penalty will be incurred.

**18.13. Rest Periods**

A fifteen (15) minute break will be provided for every two and one-half (2.5) hours on the call, excluding calls of three hours or less. A penalty of one hour paid at the Hourly Rate in effect will be paid for each instance of missing a break.

**18.14. Turnaround**

**18.14.1.** The rest period between the end of a call and the beginning of a call on the following day will be no less than eight (8) actual hours.

**18.14.2.** In the event a Full Time House Staff Employee is not given the appropriate rest period, a penalty of \$150 will be paid.

**18.14.3.** With the exception of Full Time House Staff, any Employee not given the appropriate rest period, the Employee will return to work at one and one half (1.5x) times the prevailing hourly rate and will remain at that rate until a proper rest period is given.

### **18.15. Replacement**

- 18.15.1.** Once an Employee has accepted a call, the Employer will not replace the Employee on the call in order to avoid payment of premium rates.
- 18.15.2.** After consultation with the Union Steward, separate crews may be scheduled by the Employer to maintain reasonable health and safety standards.

### **18.16. Work in Higher Classification**

- 18.16.1.** If an Employee is directed to work in classification with a higher rate, he/she will be paid at the higher rate for a minimum of two (2) hours.
- 18.16.2.** If such work continues for more than 2 hours, the Employee will be paid at the higher rate for the minimum in effect on the call.
- 18.16.3.** If such work continues for more than 4 hours, the Employee shall receive the higher rate for the entire day.

### **18.17. Cancellation**

Employees cancelled less than 24 hours in advance of a call they were previously scheduled, will receive compensation equal to a 4 hour minimum at their regular wage rate.

### **18.18. Elections**

If the workday is longer than 8 hours, all Employees shall be allowed adequate time off to vote in all city, county, state and federal elections. Time off will be mutually agreed upon and shall be unpaid.

### **18.19. Personal Vehicle Use**

- 18.19.1.** When Employees, other than FT House Staff, are directed by the Employer to use their personal vehicle for Employer's business, the Employer shall provide parking or reimbursement for necessary parking and reimbursement for any necessary tolls. The Employer shall provide mileage reimbursement at the then current IRS rate, provided the Employee submits the required reimbursement paperwork and adequate documentation to support the request prior to the end of the next pay period.
- 18.19.2.** When FT House Staff are directed by the Employer to use their personal vehicle for Employer's business, the Employee shall be compensated one (1) additional hour's pay at the rate in effect.
- 18.19.3.** The Employee may refuse to use his/her personal vehicle for Employer

business without repercussions.

#### **18.20. Costume Fee**

- 18.20.1.** If an Employee is required to be onstage and in costume in the performance of his/her duties, the Employee will be paid a costume fee of \$20.00 per performance.
- 18.20.2.** The costume shall be provided by the Employer or the Employer's client.
- 18.20.3.** "Show Blacks" (Long/short sleeved black shirt, black gloves, black pants, dark colored shoes and socks) are not considered a costume.

#### **18.21. Payment of Wages**

All wages shall be paid in accordance with the Employer's standard, generally applicable payroll practices. If timely payment is not made, provisions of state law shall apply.

#### **18.22. Insurance**

Employer will provide workers' compensation insurance to each Employee covered by this Agreement, and shall, upon written request, furnish proof of same to the Union.

#### **18.23. Wage Rates**

The minimum wage rates for all Employees covered by this Agreement are listed in Addendum A.

#### **18.24. Reproduction Of Services**

- 18.24.1.** When Employer utilizes audio, video, or film recording, and/or transmission equipment during any work whatsoever, it will be required to certify, in writing, the exact purpose of the recordings and/or transmission. Further, whenever the use of such audio, video, and/or film recordings is for profit (professional or commercial) Employer will pay a rate equal to one and one half (1.5x) times the Employee's hourly rate, "For profit" will not include podcasts, closed circuit broadcasts, archival recordings or those made for the purpose of grant applications and other non-professional or non-commercial exhibition (such as newscasts, press conferences, non-profit benefits and the like). "For profit" will include, but not be limited to network release, DVD release, online purchase for download and paid premium webcast, Except as otherwise provided herein, broadcast quality is defined as any audio, video, or film recording with the potential of commercial presentation, This determination will be made by the Employer and a representative of the Union.
- 18.24.2.** Exemptions – All events at the State Theatre will not fall under the guidelines

of Section 18.23 Reproduction of Services. All events which are considered non-scripted comedy events and are either Moontower Comedy & Oddity Festival or Moontower Comedy Presents events will not fall under the guidelines of Section 18.23 Reproduction of Services. For the purpose of clarity, Moontower Comedy Presents events are predominantly stand-up comedy shows and podcasts that feature a headlining comic or comics and one to four opening comic acts. Additionally, for the purpose of clarity, this exemption for Moontower Comedy Presents events is not meant to include traditional theatrical presentations (e.g., Noises Off, The 39 Steps, etc.) even though they may feature comic actors and humor. The Employer will send a notice in writing or by email on a timely basis to the Business Agent for each event for which the exemption described herein has been utilized.

- 18.24.3.** Non Commercial Archival recordings or those made for the purpose of grant applications and other non-professional or non-commercial exhibition (such as newscasts, etc.) shall be permitted to use a maximum of three (3) cameras and one line feed for sound and /or a slight adjustment on lighting. A release must be signed for all Non Commercial recordings verifying that the recordings are not for commercial presentation. Any recording that incorporates the use of credits, for whatever purpose, will give credit to the Union.

## **18.25. Truck Loaders**

Truck Loaders will receive a minimum of four (4) hours at the stagehand rate or the per-truck rate times the actual number of trucks worked, whichever is greater. For all time worked in excess of two (2) hours, Truck Loaders will be compensated at the stagehand hourly rate in addition to their per-truck rate.

## **19. Benefits**

### **19.1. Health and Welfare**

- 19.1.1.** Employer agrees to contribute to the IATSE National Health and Welfare Fund the amount specified in Addendum B for each week of employment on behalf of each Stage Employee for coverage in accordance with the rules and regulations of such Health and Welfare Fund as now in force or as hereafter amended. Employer agrees to contribute on behalf of each FT Stage Employee an amount equal to cover individual C-3 insurance coverage available through the IATSE Health & Welfare Fund not to exceed the per week amount outlined in Addendum A. Payments for such contributions will be made monthly, by separate checks to the Fund, and transmitted with remittance reports on forms provided by the Fund, to its office at 417 Fifth Avenue, 3rd Floor, New York, NY. 10016-2204.

- 19.1.2. Employer will continue to pay into the health benefits of FT House Staff Employees during the months of June and July, if the individuals commit to being on-call during those months.
- 19.1.3. Employer agrees to be bound by the agreements and declarations of trust established in the aforesaid Fund and to be liable for any reasonable attorney's fees and other expenses that may arise in collection of contributions due hereunder should there be default in payments thereof.
- 19.1.4. Employer agrees to contribute the amount specified in Addendum B of each FT House Staff Employee's gross pay per week to his or her choice of either Employer 403(b) plan or the annuity offered through the IATSE National Health and Welfare Fund.

## **19.2. Vacation / Sick Days**

FT House Staff Employees will have vacation and sick time as offered to other Employer's Employees. Sick and Vacation days are accrued according to the Employer's policy.

## **19.3. Parking**

For all "Show Call" personnel, except FT House Staff, the Employer will provide either \$8 parking stipend or a free place to park.

## **20. Training Trust Fund**

Training Trust Fund – The Employer shall contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund as stated in "Addendum C". Additionally, for the purposes of training, the Employer agrees to provide use of theatre(s) and compensate FT House Staff for 1 (one) day per calendar year.

## **21. Savings Clause**

Should any part hereof or any provision herein contained be rendered or declared invalid or unenforceable by reason of any existing or subsequently enacted legislation or by any decree for a court of competent jurisdiction, such invalidation or unenforceability of such part or provision will not invalidate or render unenforceable the remaining portion hereof, which will remain in full force and effect.

In the event that the highest court having jurisdiction of the matter declares by its final decision that any provision of this Agreement is invalid, the Parties agree to negotiate in good faith for such modified provision as will be valid as to the subject matter.

## **22. Matters Covered and Completed**

Any substantial amendments or changes of qualifications of the Agreement will be reduced to writing and will not be binding unless discussed and confirmed in writing by the authorized representatives of Employer and the Union.

**23. Force Majeure**

Neither party will be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, terrorist acts or threats, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**24. Term of Agreement**

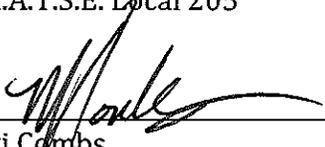
This Agreement will be in effect from August 1, 2016, through July 31, 2020, and shall continue thereafter from year to year unless within the 60 days prior to August 1st of any subsequent year, either party shall file written notice with the other of its desire to amend or modify this Agreement.

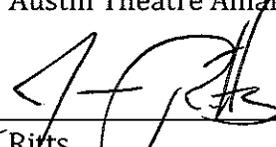
The parties agree to meet, 6 months prior to the expiration of this agreement, for an informal discussion regarding the effectiveness of this agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, on the date first written above.

For I.A.T.S.E. Local 205

For Austin Theatre Alliance, Inc.

By   
Nikki Combs  
Business Agent

By   
Jim Ritts  
Executive Director

Date 10/4/2019

Date 10/4/19

**Addendum A - Wage Rates**

	<u>8/1/2015 - 7/31/2016</u>	<u>8/1/2016- 7/31/2017</u>	<u>8/1/2017- 7/31/2018</u>	<u>8/1/2018- 7/31/19</u>	<u>8/1/2019- 7/31/2020</u>
Stagehand	\$17.74	\$18.45	\$19.19	\$19.96	\$20.71
Rigging	\$26.60	\$27.66	\$28.77	\$29.92	\$31.04
Steward	Plus \$1.00	Plus \$1.00	Plus \$1.00	Plus \$1.00	Plus \$1.00
Assistants	\$18.94	\$19.70	\$20.49	\$21.30	\$22.10
Heads	\$19.51	\$20.29	\$21.10	\$21.95	\$22.77
Loader-semi	\$50.92	\$52.96	\$55.08	\$57.28	\$59.43
Loader-bob	\$25.46	\$26.48	\$27.54	\$28.64	\$29.71
House Carp Hourly	\$24.73	\$25.72	\$26.75	\$27.82	\$28.86
House Carp Salary	\$44,142.80	\$45,908.51	\$47,744.86	\$49,654.65	\$51,516.70
House Sound House Electrician House Flyman House Sound & Projection Hourly	\$21.81	\$22.68	\$23.59	\$24.53	\$25.45
House Sound House Electrician House Flyman House Sound & Projecton Salary	\$38,930.63	\$40,487.86	\$42,107.37	\$43,791.67	\$45,433.86
DH-carp	\$21.76	\$22.63	\$23.54	\$24.48	\$25.40
DH-staff	\$20.29	\$21.10	\$21.95	\$22.82	\$23.68

## **Addendum B – Benefit Contributions**

This Memorandum of Understanding between IATSE Local 205, herein after “Union” and Austin Theatre Alliance, herein after “Employer” shall constitute an Agreement between the parties regarding benefit contributions for all Employees in the Bargaining Unit as defined in Section 1 of the Collective Bargaining Agreement between the aforementioned parties dated, August 1, 2016 and in effect until July 31, 2020.

The Employer and the Union agree to the following Health and Welfare contributions:

### **Full Time House Staff H&W Contributions:**

8/1/16 – 7/31/17: \$95.00 flat fee per week

8/1/17 – 7/31/18: \$100.00 flat fee per week

8/1/18 – 7/31/19: \$116.00 flat fee per week

8/1/19 – 7/31/20: A flat weekly fee adequate to cover the cost of IATSE C-3 Single H&W insurance. The weekly fee shall have a 10% increase cap per annum.

### **Daily Hire and all other Stage Employees H&W Contributions:**

8/1/16 – 7/31/20: 12% of gross hourly wages

The Employer and the Union agree to the following Annuity contributions for Full Time House Staff:

### **Full Time House Staff Annuity Contribution:**

8/1/16 – 7/31/20: 4.4% of gross weekly wages

Full Time House Staff Employees are defined in Section 17 of the Collective Bargaining Agreement as:

\*House Carpenter

\*House Flyman

\*House Sound & Projection

\*House Sound

\*House Electrician

\*House projectionist

Full Time House Staff shall continue to receive Health and Welfare contributions as outlined above during periods when they are considered “on call” as referenced in Section 19.1.2 of the Collective Bargaining Agreement. Full Time House Staff shall continue to receive Health and Welfare and Annuity contributions as outlined above during periods of paid leave.

The Employer further agrees to be bound by the all of the terms and conditions of The

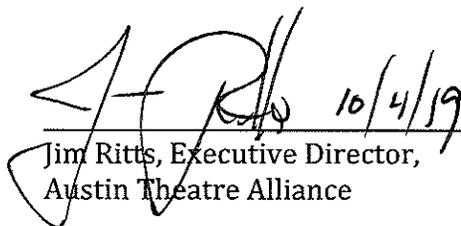
Agreement and Declaration of Trust for each respective Fund, to wit: (1) the IATSE National Health & Welfare Fund, (2) the IATSE Annuity Fund, both as restated September 22, 2005, and as amended, respectively, and each respective Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contributions due as set forth hereinabove.

The parties agree that the contributions will be submitted by the Employer to be received by the 10<sup>th</sup> of the month following the month in which the work was performed.

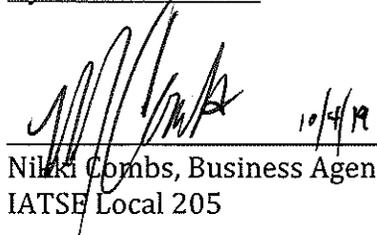
This Agreement is to be in force and binding on the parties hereto from August 1, 2018 to July 31, 2020.

Agreed to on this 4<sup>th</sup> day of October, 2019  
Agreed upon by:

**By and For Employer:**

  
\_\_\_\_\_  
Jim Ritts, Executive Director,  
Austin Theatre Alliance

**By and For Union:**

  
\_\_\_\_\_  
Nikki Combs, Business Agent,  
IATSE Local 205

**Addendum C - I.A.T.S.E. TRAINING TRUST FUND**

Effective January 1, 2017, the Employer agrees to contribute \$0.02 (two cents) per hour of gross wages earned by all bargaining unit Employees to the IATSE. Entertainment and Exhibition Industries Training Trust Fund, for the duration of this Collective Bargaining Agreement.

All contributions to the IATSE Entertainment and Exhibition Industries Training Trust Fund shall be made by check payable to the "IATSE Training Trust Fund," no later than the 15th day of each month in respect to all employment during the preceding month on which contributions were payable. Benefit contributions will be made separately for each local union. Benefit contributions shall be sent to the IATSE Training Trust Fund, 10045 Riverside Drive, Toluca Lake, CA 91602.

The Employer agrees to be bound by all of the terms and conditions of the IATSE Entertainment and Exhibition Industries Training Trust Fund Agreement, established June 22, 2011, ("Trust Agreement") and to abide by and be bound by any amendments thereto, and all policies and procedures of the Fund, including Collection of Contributions Payable by Employers, as related to the contributions due as set forth in the Agreement.

The Trustees of the IATSE Training Trust Fund shall have the right through the accountant of their choice to examine the Employer's payroll and employment records to verify the information contained on the reporting forms, or to determine the amount owed in the event of late payments or default.

DATED this 4<sup>th</sup> day of October, 2019.

By and between Local 205, International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada and Austin Theatre Alliance, Inc.

For the Employer:  
Austin Theatre Alliance

By:  10/4/19  
Jim Ritts  
Its: Executive Director

For the Union:  
IATSE LOCAL 205

By:  10/4/19  
Nikki Combs  
Its: Business Agent

**Addendum D - WORK ASSESSMENT CHECK OFF**

Pursuant to Section 7 of the Collective Bargaining Agreement between Austin Theatre Alliance (hereinafter referred to as the "Employer"), and I.A.T.S.E Local 205, (hereinafter referred to as the "Union"), the Employer, during the term of the Agreement, agrees to deduct each pay period, Union Work Assessment dues from the pay of those Employees who have authorized such deduction in writing, as provided in this Check Off Agreement. Such Union work assessment dues shall be limited to amounts levied by the Union. Deductions shall be made only for those Employees who have voluntarily submitted to the Employer's written authorization form, which shall be attached to the Employer's new hire paperwork. It is the Union's responsibility to provide the Employer with this form. The required Authorization shall be in the following form:

**WORK ASSESSMENT CHECK OFF**

**AUTHORIZATION**

Date: \_\_\_\_\_

I, the undersigned, working in the jurisdiction of I.A.T.S.E. Local 205, hereby request and voluntarily authorize Austin Theatre Alliance to deduct from any wages or compensation due me each pay period, the regular Union work assessment dues uniformly applicable to those Employees working in the jurisdiction of I.A.T.S.E. Local 205, Austin, Texas.

This authorization shall remain in effect unless I revoke it by sending written notice to the Employer.

**I understand that signing this authorization is voluntary and is in no way required for employment by Austin Theatre Alliance.**

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

SSN #: \_\_\_\_\_

Memorandum of Understanding re: Agreement Extension

LR 10/4/19  
MC 10/4/19

**Addendum E - Agreement Extension**

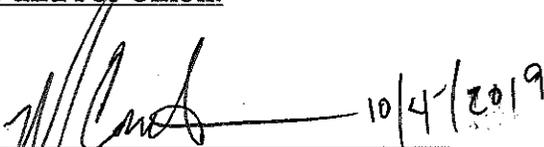
The parties to the Agreement enter into this Memorandum of Understanding, which shall serve as an Addendum to the collective bargaining agreement. The current collective bargaining agreement expires July 31, 2019. The parties have mutually agreed to extend the collective bargaining agreement for a period of one year, until July 31, 2020, with the agreement that during this time period, all terms and conditions of the contract shall continue in effect, with the exception that persons covered by the agreement shall receive a wage increase of 3.75%, effective August 1, 2019 as noted in the amended Addendum A Wage Rates.

Nothing herein is intended to waive or modify the parties' obligations to bargain a new contract to take effect August 1, 2020. To that end, the parties agree to meet no later than April 30, 2020 to commence negotiations for a new collective bargaining agreement to take effect August 1, 2020.

**By and For Employer:**

  
\_\_\_\_\_  
Jim Ritts, Executive Director,  
Austin Theatre Alliance

**By and For Union:**

  
\_\_\_\_\_  
Nikki Combs, Business Agent,  
IATSE Local 205