



DETROIT-PONTIAC STAGE EMPLOYEES UNION
I.A.T.S.E. Local 38

900 Pallister • Detroit, Michigan 48202 • TEL: (313) 870-9570 • FAX: (313) 870-9580

Representing stage and motion picture technicians in Metro Detroit since 1894.

IATSE 38 – Live Nation, Fillmore Detroit, Collective Bargaining Agreement

This Agreement is entered into by and between Live Nation Worldwide, Inc. (hereinafter the "EMPLOYER") and the International Alliance of Theatrical Stage Employees, Motion Picture Operators, Artists and Allied Crafts of the United States and Canada, AFL-CIO, Local 38 (hereinafter the "UNION").

ARTICLE I
RECOGNITION

- A. The EMPLOYER acknowledges and agrees that the UNION has demonstrated to the EMPLOYER 's satisfaction that the UNION represents a majority of the EMPLOYER 's employees in an appropriate bargaining unit. The EMPLOYER hereby recognizes the UNION as the sole and exclusive bargaining agent for all employees who are employed by the EMPLOYER at the Fillmore Detroit (hereinafter "Venue") and who perform all work under the jurisdiction of the UNION as hereinafter described.

ARTICLE II
JURISDICTION

- A. The UNION shall have jurisdiction over all stagecraft, carpentry, electrical, rigging, props, video (i.e. LED walls and back projection), spotlights, sound, truck loading and unloading, and other related work recognized as traditionally falling within the normal jurisdiction of the UNION in conjunction with a performance at the Venue. Further, the UNION does not have jurisdiction over any major maintenance or construction work that occurs in the venue, but will complete production maintenance work, such as, but not limited to, rehangng trusses and minor production equipment maintenance.
- B. The parties recognize that members of a road crew regularly traveling with an attraction may perform their normal functions for that attraction.
- C. The Union shall not have jurisdiction over the camera work in the venue.
- D. In keeping with the historical practice in the Venue lobbies, the parties agree that the Production Manager, Production Coordinator, or Stage Manager may complete bargaining unit work without any additional Employees being called.

- E The historical practice of audio and lighting equipment rental vendors providing technicians to operate their equipment shall be allowed.
- F. At the request of the EMPLOYER, Employees may be requested to place barricade around the stage as has historically occurred at the Venue.

ARTICLE III
NON-DISCRIMINATION

- A. Neither the EMPLOYER nor the UNION shall in any manner discriminate against any employee or applicant for employment by reason of race, color, national origin, religion, disability subject to reasonable accommodation, sex, sexual orientation, gender identity or expression, or UNION membership.
- B. Whenever the masculine gender is used in this Agreement, it shall also apply to the feminine gender, and vice versa.

ARTICLE IV
MANAGEMENT RIGHTS

- A. The EMPLOYER shall retain all rights, privileges, powers, authority, and discretion possessed by it prior to the execution of this Agreement except to the extent specifically limited by express provision of this Agreement. No right, function, or prerogative of management shall ever be deemed to have been modified, waived, diminished, or impaired by any past practice, course of conduct, or otherwise other than by explicit provision of this Agreement. The rights retained by this Article include but are not limited to:
 - (1) Managing, directing, determining, and controlling the operations of the Venue as it deems proper;
 - (2) Establishing, enforcing, and maintaining reasonable work rules, provided such rules are in writing and posted in working areas;
 - (3) Deciding the type and scope of its operations and activities;
 - (4) Introducing new equipment or processes, changing or eliminating existing equipment or processes, or instituting technological changes or advances in equipment or processes, provided the EMPLOYER shall offer the affected employees training on all new equipment or processes;
 - (5) Controlling and deciding the nature of materials, supplies, equipment, tools, machinery, or other property to be bought, made, or used and the price paid by the EMPLOYER;

- (6) Determining the number, location, and type of facilities or selling, transferring, or discontinuing temporarily or permanently, in whole or in part, any of the EMPLOYER 's operations or facilities;
 - (7) Determining the size of the workforce and the number of employees to be called under the provisions of this Agreement;
 - (8) Determining the starting and stopping times of work and any breaks, the length of shifts, and the amount of overtime to be worked.
 - (9) Conducting drug or alcohol tests by a certified medical laboratory on any employee following an accident or based upon reasonable suspicion.
- B. The EMPLOYER 's failure to exercise any right hereby reserved, or the exercise of any right in a particular manner shall not be deemed a waiver of such right and shall not limit the EMPLOYER 's right to exercise such right in the future in the manner it desires.

ARTICLE V HIRING

- A. When the need arises for work to be performed that falls within the UNION' s jurisdiction as provided by this Agreement, the EMPLOYER will notify the UNION of the number of employees needed to work as early as possible. The UNION shall provide competent employees to fill the call and shall give the EMPLOYER notice at least twenty-four (24) hours before the call if it is unable to fill the call. The EMPLOYER shall then, for that call, have the right to hire employees from any source, including individuals not represented by the UNION, or to have supervisors or members of management perform whatever work the UNION is unable to perform.
- B. The EMPLOYER may reject or direct the UNION not to call particular individuals whom the EMPLOYER determines are not competent or have behavioral issues and may request that the UNION refer particular individuals if available. The EMPLOYER shall submit, in writing, all requests and rejections of Employees to the UNION, stating the reasons for such requests and/or rejections.
- C. At its discretion, the Employer shall have the exclusive right to select particular individuals to fill the Lead positions. The probationary period for all newly hired Leads shall be one-hundred sixty hours (160) worked. During this probationary period, the Employer may remove the Employee from the position of Lead for any reason, and without recourse. If, after such probationary period, the Employer would like to dismiss a Lead for just cause, such dismissal shall be submitted in writing, clearly defining the reasons of dismissal, to the Union. However, in cases of intoxication, theft, drug abuse, fighting, flagrant behavior, gross insubordination, and/or recklessness resulting in a serious accident, a Lead Employee may be discharged or suspended by the Employer at the scene, providing the Employer supplies definitive written notification of his action to

the Union within two (2) business days after the action is taken.

ARTICLE VI
UNION SECURITY/CHECK OFF

- A. Membership in the UNION shall not constitute a condition of employment. All employees covered by the terms of this Agreement may (or may not) become and remain members of the UNION or otherwise affiliate with or financially support the UNION.
- B. The EMPLOYER shall not discharge any employee for non-membership in the UNION.
- C. The EMPLOYER agrees to deduct each pay period from the earned wages of all employees a four percent (4%) Referral Fee, and to remit to the UNION. Such referral assessments will be remitted for employees who individually and voluntarily certify in writing at any time during the life of this Agreement on the UNION 's official Check-Off Authorization Form (a copy of which is attached as an addendum to this Agreement) that they authorize such deduction. The withholding shall commence with the first full pay period following the receipt of an employee's authorization form. The UNION shall provide the EMPLOYER with the necessary deduction authorization form. If the UNION's referral assessment percentage should change, the UNION shall notify the EMPLOYER in writing. The EMPLOYER shall treat these monies as trust funds belonging to the UNION and shall remit them to the UNION no later than the 14th of the month following the previous month's pay period.
- D. The UNION shall indemnify the EMPLOYER and hold it harmless from any and all claims, demands, suits and other forms of liability that may arise out of this Article.

ARTICLE VII
VOLUNTARY POLITICAL CONTRIBUTIONS

- A. The EMPLOYER will deduct from each employee's gross wages at each payroll period such voluntary contributions to the I.A.T.S.E. Political Action Committee (I.A.T.S.E. PAC) as the employee has authorized in writing to be deducted. The EMPLOYER will issue a single check for all employees' deductions payable to the I.A.T.S.E. PAC and remit same directly to the I.A.T.S.E. PAC within ten (10) calendar days of the deduction. Along with the check, the EMPLOYER will provide the PAC with the following information: (1) the name of each employee for whom a deduction has been made, (2) the employee 's social security number, (3) the amount of deduction, and (4) the employee's occupation.
- B. The UNION will indemnify and hold harmless the EMPLOYER from any and all liability arising from deductions provided for in this Section.

ARTICLE VIII
NO STRIKE/NO LOCKOUT

During the term of this Agreement, (1) the EMPLOYER agrees not to lock out the employees, and (2) the UNION and its members agree not to conduct, cause, permit, or condone any strike, picketing, work stoppage, sympathy strike, reduction in work standards, slowdown, or any other interruption of or interference with the business or operations of the EMPLOYER or the Venue.

ARTICLE X
WAGES AND PAYROLL

- A. The basic hourly wages contained in the following table shall be paid for all straight-time hours.

Employee Classification	06/23/19- 05/30/20	05/31/20- 05/29/21
Steward	\$25.00	\$25.75
Leads	\$24.50	\$25.24
Board Operators	\$24.50	\$25.24
Riggers	\$24.50	\$25.24
Stagehands	\$19.00	\$19.57
Forklift Operators	\$23.00	\$23.69

- B. The EMPLOYER shall offer the opportunity for employees to be paid by direct deposit in lieu of conventional paychecks.
- C. The Employer shall have the right to use a time management system and/or time clock (e.g. TMSS) at the Venue to aid in the payment of Employees.
- D. For the purposes of payroll, the pay period shall be Sunday through Saturday. This pay period shall extend past midnight on Saturday only if a call that begins on Saturday carries over into the early morning hours on Sunday. In such circumstances, the end of the call shall mark the end of the pay period and the workweek. Payroll shall be processed bi-weekly.

ARTICLE XI
MINIMUM STAFFING

- A. Except as stated below, the minimum staffing requirement for all events shall be four (4) employees, one (1) who shall be paid the Steward rate and three (3) who shall be paid at

the Lead rate. On non-performance days, the minimum staffing requirement shall be based on the needs of the Employer.

- B. Notwithstanding Section A, above, the minimum staffing requirement shall be two (2) employees, one (1) paid at the Steward rate and one (1) paid at the Lead rate, for special events, comedy shows, podcasts, speaker series, movie nights, not-for-profit events, church events, government events and local/cover bands that utilize house sound and lights.

ARTICLE XII **WORK RULES**

- A. For the Steward and the Leads, their minimum daily call shall be six (6) hours.
- B. For forklift drivers, their minimum daily call shall be for a minimum of three (3) hours.
- C. For all others, their minimum daily call shall be for a minimum of four (4) hours.
- D. Load-out calls shall be for a minimum of four (4) hours and shall be compensated at the applicable hourly rate. Notwithstanding the above, Employees who have worked a performance immediately preceding a load-out shall not receive a separate minimum call and shall be compensated only for hours actually worked.
- E. Any un-worked hours in a minimum call shall be paid at the straight-time hourly rate.
- F. There shall be no departmentalization and all employees shall perform the work required by the EMPLOYER in accordance with needs of the show.
- G. Turnaround Employees shall have a minimum of six (6) hours rest each night before returning to work. If employees are called before such rest, they shall receive one and one-half (1½) times their applicable basic hourly rate for all hours worked until they receive such rest. This provision shall apply to concert and comedy events only and there will be no turnaround premium if one of the events is a special event.

ARTICLE XIII **OVERTIME AND PREMIUM PAY**

- A. Overtime Employees shall receive one and one-half (1½) times their applicable basic hourly rate for all hours worked in excess of forty (40) straight-time hours in the work week.
- B. There shall be no pyramiding of overtime under the terms of this Agreement.
- C. All pay shall be paid in one half (½) hour increments.

ARTICLE XIV
HOLIDAYS

The holidays recognized in this schedule will be New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day, shall be paid time and one-half (1½) the Employee's basic applicable rate. Further, any Veteran that is employed on a call on Veteran's Day shall be paid time and one-half (1½) times their straight time rate.

ARTICLE XV
MEAL PERIODS AND BREAKS

- A. If a call exceeds five (5) hours, the EMPLOYER shall provide either a one-half hour paid meal period or a one (1) hour unpaid meal period. The meal period must be given no earlier than the third (3rd) hour and no later than the six (6th) hour from the call time. If a timely meal period is not given, then the employees will receive, in addition to their prevailing rate, one -half (1/2) hour of their applicable basic hourly rate until the meal period is given. For purposes of triggering the penalty provision of this section, the hours worked on a load-out shall not be combined with the hours worked on a performance.
- B. Employees' meal breaks can be staggered.
- C. After a one (1) hour meal break, the minimum call back shall be two (2) hours.

ARTICLE XVI
COMMERCIAL RECORDINGS

- A. For events that are filmed for commercial purposes, a ten percent (10%) premium shall be paid in addition to the applicable hourly wage to all Employees working during the hours which the actual filming or recording occurs.
- B. An audio or visual recording shall be considered commercial use when there is a direct correlation of such recording and financial gain. For example, if an Artist records a DVD that they are releasing for sale, such shall be considered commercial use. However, if an Artist streams the performance on a website that can be viewed for free, such as YouTube, such shall not be considered for commercial use.

ARTICLE XVII
FRINGE BENEFITS

- A. PENSION:
 - 1. For the duration of the term of this agreement, the EMPLOYER shall contribute monthly an amount equal to two and one-half percent (2½%) of each employees' gross wages for all work performed under this agreement to the I.A.T.S.E. Locals

38 and 812 Pension Fund. This contribution shall be made by check and shall be mailed to the I.A.T.S.E. Locals 38 and 812 Pension Fund, c/o T.I.C. International Corporation, 30700 Telegraph Road, Suite 2400, Bingham Farms, MI 48025.

2. All contributions to the Fund shall be payable no later than the fifteenth (15th) day of the month for the hours worked in the preceding month. Along with payment, the Employer shall provide a report of all covered employees and the total gross wages paid to each employee in the reported month.

B. HEALTH AND WELFARE:

1. The EMPLOYER agrees to be bound by the I.A.T.S.E. National Benefit Funds Agreement and Declaration of Trust as restated September 22, 2005, and as amended and shall contribute an amount equal eleven percent (11%) of all employees' gross wages for all work performed under this agreement. This contribution shall be made by check made payable to I.A.T.S.E. National Health and Welfare Fund, and mailed to I.A.T.S.E. National Benefits Fund, PO Box 11944, Newark, NJ 07101-4944. All contributions to the Fund shall be payable no later than the fifteenth (15th) day of the month for the hours worked in the preceding month. Along with payment, the Employer shall provide a report of all covered employees and the total gross wages paid to each employee in the reported month.
2. The Employer further agrees to be bound by the Fund's Statement of Policy and Procedures for Collection and Contributions Payable by Employers, as related to the contributions due as set forth herein above.

C. IATSE TRAINING TRUST FUND

1. The EMPLOYER agrees to contribute one-half percent (½%) of gross wages earned by all employees to the IATSE Entertainment and Exhibition Industries Training Trust Fund.
2. 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 fifteenth (15th) day of each month in respect to all employment in the preceding month on which contributions were payable. Along with payment, a list of all covered employees and the total gross wages paid to each employee [or, the total number of hours worked or was guaranteed] in the reported month. Benefit fund payments will be made separately for each local UNION. Benefit contributions shall be sent to the IATSE Training Trust Fund, PO Box 51317, Los Angeles, CA 90051-5617.
3. The EMPLOYER agrees to be bound by all 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 EMPLOYER, as related to the contributions due as set forth in this Agreement.

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

ARTICLE XVIII **GRIEVANCE AND ARBITRATION**

- A. There shall be no strike or lockout during the life of this Agreement. All disputes must be handled in the manner provided by the grievance and arbitration provisions set forth herein. Neither shall any strike or lockout be resorted to during the time that arbitration is pending or in progress respect to any dispute or other matter, and the wages, hours or working conditions prevailing at the time the difference arose shall be preserved unchanged.
- B. All matter of dispute and grievance that may arise between EMPLOYER and an employee or employees shall be adjusted in accordance with the following procedure:
 1. Step 1. Any employee, or one designated member of a group having a grievance shall have the right to call for the Steward. When the Steward is called, he may discuss the grievance with the employee or employees and investigate the matter, if necessary, in order to establish the facts, before taking the matter up with a representative designated by EMPLOYER. The EMPLOYER representative, the employee and Steward will attempt to adjust the grievance. If no settlement is reached as the result of discussion, the grievance will be reduced to writing and will be signed by the employee or the one designated member of a group of employees involved, and presented to the EMPLOYER representative who shall as soon as possible, state his/her disposition of the grievance, in writing, in the grievance form and sign his/her name thereto. One copy of the grievance form shall be given to the EMPLOYER representative, one copy to the Steward and the third copy to the employee who signed the grievance.
 2. Step 2. If the grievance is not settled at Step 1, it shall then be referred to the Business Manager of Local 38 or his/her designated representative who shall discuss and attempt to resolve the grievance with the designated EMPLOYER representative. If the grievance is not settled on this level within ten (10) days of the date the EMPLOYER representative signed the grievance in Step 1, the parties may extend the period for the settlement to another fixed date, mutually agreed upon in writing but in no case longer than sixty (60) days from the date of the decision to extend the settlement period. If a settlement is not affected by such date, the dispute or grievance may be submitted for arbitration under the provisions of Step 3, hereinafter set forth.

3. Step 3. If the grievance is not settled at Step 2, the UNION may file written notice of intent to arbitrate within ten (10) days of the time allowed in Step 2 for resolution of the grievance. Within ten (10) days of this notice of intent to arbitrate, the parties shall meet in an effort to mutually select an arbitrator if the parties are unable to select an arbitrator at this meeting, the UNION may, within ten (10) days of the meeting, file for arbitration with the American Arbitration Association pursuant to their rules. The arbitrator shall have no power to add, modify, subtract or amend the terms of this Agreement and shall render a decision within thirty (30) days after the hearing. The Arbitrator is specifically authorized to decide all matters of dispute between the parties without any exception whatsoever.
- C. The arbitrator shall have no power to add, modify, subtract or amend the terms of this Agreement and shall render a decision within thirty (30) days after the hearing. The Arbitrator is specifically authorized to decide all matters of dispute between the parties without any exception whatsoever.
 - D. The decision of the arbitrator shall be final and binding on both parties, including the grievant. The UNION and EMPLOYER shall bear their respective costs of arbitration procedure separately. The fees of the arbitrator shall be shared equally between the UNION and EMPLOYER.
 - E. Time limits provided under this section may be extended by mutual agreement of the parties in writing.
 - F. No grievance shall have validity hereunder if filed more than ten (10) days after either the occurrence of the action, condition or event on which the grievance is based or ten (10) days after the date on which the employee should reasonably have known of such action, condition or event.

ARTICLE XIX
SAFETY

- A. The EMPLOYER shall provide a safe and healthy environment for the performance of work and shall operate its facilities consistent with all federal and state health and safety regulations. The EMPLOYER shall not discriminate or retaliate against any employee who fails or refuses to work due to an unsafe or unhealthy working condition as reasonably determined by the EMPLOYER. Employees shall abide by all EMPLOYER, Federal, State and OSHA safety regulations.
- B. By the end of the term of this Agreement, the Union agrees that any Employee referred by the Union to perform job functions as the First Rigger on any call shall be certified through the Entertainment Technician Certification Program (ETCP).
- C. The Union agrees that any employee referred by the union to perform job functions as a Forklift Operator or Lift Operator on any call shall be certified and the Union can provide

such certification documentation to the Employer.

- D. The EMPLOYER shall provide and maintain an appropriate industrial-type first aid kit in close proximity to the stage work area.
- E. The EMPLOYER shall provide and maintain an Automated External Defibrillator (AED) in close proximity to the stage work area. EMPLOYER shall train the Steward and the Lead Employees in the use of the AED.
- F. The Union agrees that all Riggers and Electricians that are referred to the Venues shall have been trained in their respective positions and such training shall be documented by the Union.
- G. If an Employee utilizes his/her own equipment while working at the Venue, such as, but not limited to, rigging harnesses, the Employee will make such equipment available for inspection by the Employer. If the equipment does not meet the required safety standards, such equipment shall not be utilized.

ARTICLE XX
UNION STEWARD

- A. There shall be one (1) Job Steward on every work call. The Job Steward shall be a working employee at all times, provided the EMPLOYER agrees to accommodate reasonable requests for time to complete necessary paperwork.
- B. The UNION steward shall be responsible for submitting payroll reports to the employer and UNION, which shall be used in computing employee wages and benefit contributions for the payroll period. The time required to compile and submit these reports shall be compensated by EMPLOYER as a part of the steward's duties.

ARTICLE XXI
UNION ACCESS

The EMPLOYER agrees to allow a representative of the Local UNION and and/or representative of the International UNION access to the EMPLOYER 's facility for the purpose of observing or investigating working conditions upon reasonable notice to the EMPLOYER.

ARTICLE XXII
CANCELLATION OF CALLS

If a UNION referral call is canceled, twenty-four (24) hours or more notice of the cancellation is required or the UNION referrals will be paid the minimum call at applicable rates. This twenty-four (24) hour notice shall not apply when such cancellation results from an Act of

God, fire or national or local calamity, acts or regulations of any public authority, war, epidemic, storm or inclement weather.

ARTICLE XXIII
SEVERABILITY

In the event any provision of this Agreement is determined by any court or administrative agency of competent jurisdiction to conflict with or violate any state or federal law or administrative rule or decision, the relevant provision shall be null and void. All other provisions of the Agreement shall continue in full force and effect.

ARTICLE XXIV
PAST PRACTICE

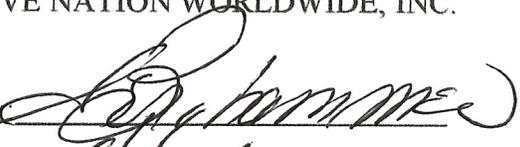
In the event a question arises as to how to treat a particular situation not specifically covered in this Agreement, it is understood and agreed that the practice and precedent at the Venue before June 5, 2019 shall prevail. In the event that no past practice or precedent covers the particular situation in question, the Union and the Employer agree to meet and negotiate, at a reasonable time and place, a resolution to such situation.

ARTICLE XXV
DURATION

- A. This Agreement is to be in force and binding from June 23, 2019 through May 31, 2021 and then shall renew itself from year to year unless either party of this Agreement gives written notice of its desire to terminate or amend the terms and conditions hereof at least sixty (60) days before its expiration.
- B. IN WITNESS WHEREOF, the parties have caused their names to be signed on this 24th day of June, 2019.

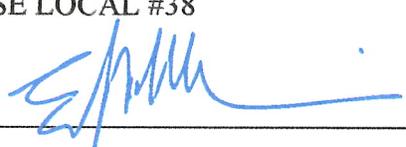
AGREED TO AND ACCEPTED:

LIVE NATION WORLDWIDE, INC.

By: 

Date: 6/25/2019

IATSE LOCAL #38

By: 

Date: 6-24-2019