

**AN
AGREEMENT BETWEEN**

OPERA COLORADO

AND

**DENVER THEATRICAL STAGE, FILM AND
EXHIBITION EMPLOYEES' UNION**

**IATSE LOCAL NO.7
DENVER, COLORADO**

November 1, 2019 – June 30, 2022

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This contractual agreement is made this the 1st of November, 2019, by and between Opera Colorado (referred to herein as the "OPERA") and the Denver Theatrical Stage, Film and Exhibition Employees Union Local No. 7 (referred to herein as the "UNION").

Article 1: GENERAL PROVISIONS

- 1.01 The OPERA agrees to and does hereby recognize the UNION as the sole and exclusive bargaining agent and provider for Stagehands for all work that is covered under Article 2: SCOPE AND JURISDICTION.
- 1.02 Stagehands include all regular Local No.7 Card Members, and those hiring out as part-time employees provided to the OPERA by the UNION.

Article 1A: MANAGEMENT RIGHTS

- 1A.01 The management of the business and the direction of the working force, including, but not limited to, the right to direct, plan, and control operations, to establish and change working schedules, to be the sole judge of the qualifications of employees, to hire, and/or promote employees shall be the right of the OPERA.
- 1A.02 The OPERA shall have the right to create and enforce reasonable working rules and policies as outlined in the employee handbook and to change existing methods or facilities. OPERA agrees to provide to UNION any changes to the employee handbook affecting seasonal employees a minimum of 14 days prior to implementation.
- 1A.03 All rights of management not specifically waived, or otherwise mentioned in this Agreement, shall be retained by the OPERA.

Article 2: SCOPE AND JURISDICTION

- 2.01 The work jurisdiction of the UNION hereunder shall in general cover all carpentry, electrical, property, sound, audio visual and related work to be done at Boettcher Concert Hall, Temple Hoyne Buell Theatre, Quigg Newton Denver Municipal Auditorium and the OPERA Warehouse Facilities.
- 2.02 Should productions or production work be performed by Stagehands outside the aforementioned venues this agreement shall be used, however the OPERA and the UNION shall mutually agree upon the appropriate number of Stagehands to be employed, based on the size and scope of each production and venue.

- 2.03 Only Stagehands shall be permitted to handle or direct the placing of scenery, properties, electrical effects, sound, lighting and audio visual equipment. This clause shall not be interpreted to interfere with the designers' and technical directors' right to "dress the set".

Article 3: BASIC HOURLY CONDITIONS

- 3.01 The minimum call for all Stagehands shall be four (4) hours for all calls.
- 3.011 All hours shall be billed in one-half (1/2) hour increments.
- 3.02 The work week is defined as 12:01 a.m. Monday to Midnight Sunday. For payroll purposes, the work day shall begin at the start time of the call and end when that Stagehand is off for a period of at least eight (8) consecutive hours without work for the OPERA.
- 3.03 For the purpose of figuring time, all hourly calls exceeding the minimum four (4) hour call will be billed on the basis of one-half (1/2) hour increments.
- 3.04 The OPERA shall not schedule separate consecutive work crews on single calls in order to avoid payment of higher rates. For example, if a Stagehand is called for a put-in, they cannot be broken after eight (8) hours and replaced by another Stagehand for the same put-in to avoid overtime rates. However, the Stagehand is free to leave at the end of a minimum call if the Stagehand chooses and the OPERA consents.
- 3.05 The Opera's obligation to pay overtime after 40 hours of work in the work week shall not apply to hourly work which has been billed previously at a premium time rate.
- 3.06 Hours worked under show calls shall not count towards the accrual of eight (8) hours per work day or 40 hours per work week.
- 3.07 Double time will be the highest rate billed under this contract.
- 3.08 STRAIGHT TIME:
- 3.081 Straight time shall be billed for eight (8) consecutive hours of actual work or up to 40 hours per week as determined in accordance with the Fair Labor Standards Act. This includes show calls on Sunday.
- 3.09 PREMIUM TIME:
- 3.091 OVERTIME: Time and one-half (1½) shall be billed under the following conditions:
- 3.0911 Time and one-half (1½) shall be billed for all work in excess of 40 hours per work week, eight (8) hours per work day and for all hours worked on Sunday excluding show calls.

3.092 **DOUBLE TIME** Double time (2x) shall be billed under the following conditions:

3.0921 Double time shall be billed for all hours worked between the hours of midnight and 8:00 a.m.

3.0922 In the event a Stagehand works in excess of 13 hours within a single work day, such Stagehand will be compensated at twice (2) the hourly rate for all hours over 13 worked in that work day. This rate shall be in effect until the Stagehand has been given an eight (8) hour rest.

3.093 All Premium time must be pre-approved by the OPERA.

Article 4: PERFORMANCES

4.01 All Performances and all dress rehearsals with orchestra will be billed as a show call.

4.02 The performance rate shall apply to all shows and shall start 30 minutes prior to the advertised curtain time. They shall have a running time not to exceed three and one-half (3½) hours until the final curtain, making the total show call four (4) hours.

4.03 For performances exceeding the three and one-half (3 ½) hour running time of the show, the first two (2) one-quarter (¼) hour increments and succeeding time in one-half (½) hour increments will be billed according to Article 9: Basic Wage Scale.

4.05 On a day with multiple performances of shortened versions of operas, the rate of pay shall be pro-rated to an hourly show rate. The total sum shall not be less than one (1) show call.

4.06 On a day with multiple performances, the third (3rd) and succeeding performance between 8:00 a.m. and midnight shall be billed on the basis of one and one-half (1 ½) times the hourly show rate, unless one (1) or more of the performances does not exceed two (2) hour running time.

4.07 Any performance hours running after 12:00 midnight shall be billed at double (2x) the applicable prorated show rate, in one-quarter (¼) hour increments.

4.08 Should more than one-half (½) hour be required to prepare for a performance, additional time may be worked in one-half (½) hour increments not to exceed two (2) hours, prior to the show without being assessed a four (4) hour minimum call. This time shall be billed at the prevailing hourly rate in one-half (½) hour increments.

4.09 Hours worked after a performance to put away props, secure the set, close the house or other related work which must be performed after a show are not to be considered a minimum call and are to be billed at the prevailing hourly rate in one-half (½) hour increments.

- 4.10 On a day with a performance and on which day the OPERA needs production work other than a changeover done in addition to the show call, and which work is related to the show being performed that day, single hours may be worked preceding or following the show to execute such related work without incurring a four (4) hour minimum. Such hours must be in continuity with a show call or separated at most by a meal break, and are to be billed at the prevailing hourly rate in one-half (½) hour increments.
- 4.11 On a day with a performance and on which day the OPERA needs production work other than a changeover done in addition to the show call, and which production work is unrelated to the show being performed that day, single hours may be worked preceding or following the show call to execute such production work without incurring a four (4) hour minimum call provided that such work does not exceed 30 minutes in length. Such hours must be in continuity with a show call or separated at most by a meal break, and are to be billed at the prevailing hourly rate in one-half (½) hour increments. In the event such unrelated work exceeds 30 minutes in length, it will be subject to the minimum four (4) hour call.
- 4.12 On a day with a performance and on which day the OPERA needs to execute a changeover, that changeover shall be subject to the minimum four (4) hour call.
- 4.13 In the event of an Act of God or a bona fide emergency (deemed so by the Union and management of the OPERA) that delays the curtain or cancels the performance, the show call will not start until one-half (½) hour prior to the actual curtain providing that the OPERA is able to notify the Union management of such an emergency four (4) hours prior to the advertised curtain time. In that event there will be no charge for the delay time or cancellation. In the event that four (4) hours notification is not given, terms will be reached between the OPERA and UNION as to the remuneration of the delay time.

Article 5: COMMERCIAL

- 5.01 Should a performance of an opera be filmed or recorded for any purpose other than promotional, news, archives or educational purposes, the show rate for the Stagehands who work that performance shall be 25% above the prevailing show rate and premium hours specified in Article 9 Basic Wage Scale for all Stagehands involved in said performance.

Article 6: HOLIDAYS

- 6.01 Time and one-half (½) shall be billed for hours worked and show calls on the following holidays: President's Day, Martin Luther King Day, Easter, July 4th, Veteran's Day, Labor Day and Memorial Day.

- 6.02 Double time (2x) shall be billed commencing at 5:00 p.m. the preceding day for Thanksgiving Day, Christmas Day, and New Year's Day.
- 6.03 Double time (2x) shall be billed for hours worked after eight hours on President's Day, Martin Luther King Day, Easter, July 4th, Veterans Day, Labor Day, and Memorial Day.
- 6.04 Shows on Thanksgiving Day, Christmas Day and New Year's Day shall be billed at two (2) times the prevailing Show Rate.

Article 7: BREAKS: MEAL AND COFFEE

7.01 MEAL BREAKS

- 7.011 Meal breaks of at least one-half (½) hour and not more than one (1) hour will be given after every fourth (4th) or fifth (5th) hour of work. Stagehands who continue to work beyond the fifth (5th) hour shall receive Time and One-Half (1½) of the prevailing hourly rate until afforded a meal break.
- 7.012 A meal break premium shall not be charged when no break is given if a meal is provided.
- 7.013 Meal breaks shall not be considered as hours worked, but will not break the continuity of accumulated hours worked for the day.
- 7.014 The OPERA'S Director of Production, Technical Director, Steward and a majority of Stagehands working may agree to waive both the meal penalty and the meal break requirements.
- 7.015 There shall be a two (2) hour minimum call after a meal break.

7.02 COFFEE BREAKS

- 7.021 During any four (4) or five (5) hours worked, there shall be a paid coffee break of 15 minutes, at approximately the half-way (½) point. This is not applicable during a show call.
- 7.022 During Piano Tech rehearsals and Piano Dress rehearsals the Heads of the Carpenter, Props, Electrics and Sound Departments are responsible for making sure members of their departments have a 15 minute break without disrupting the on stage rehearsal and intermission changes. In the event the Piano Tech and Piano Dress rehearsals interfere with the 15 minute break for the Stagehands, compensation shall be paid at one (1) 15 minute increment of the applicable premium rate.

Article 8: OPERA COLORADO CREW

8.A1 The OPERA CREW shall be comprised of the following positions:

HEADS:

Head Carpenter

Head Electrician

Head Property Master

KEYS:

Head Flyman/Rigger

Lighting Console Programmer

Head Audio Engineer

ASSISTANTS:

Assistant Carpenter

Assistant Electrician

Assistant Properties Master

Shop/Production Carpenter

8.A2 The OPERA shall interview and approve the following Heads of Departments from UNION Stagehands:

Head Carpenter, Head Electrician, Head Property Master, Head Audio Engineer, Head Flyman/Rigger, and, when required, Head of Video/Projections.

8.A3 The Heads of Department shall present, to OPERA, for approval, candidates for the following positions:

Assistant Carpenter, Assistant Electrician, Assistant Properties Master, Shop/Production Carpenter, and Lighting Console Programmer/Operator.

8.A4 The Heads of Departments, Key Heads, Assistants and Shop Crew will be held accountable to the OPERA.

8.A5 OPERA shall provide OPERA CREW and UNION with the dates for each production's planned salaried weeks a minimum of ninety (90) days prior to the load-in for the first production of OPERA's Season.

8.A6 Any OPERA CREW members who wish to relinquish their positions for a subsequent season shall notify the Director of Production for the OPERA a minimum of sixty (60) days prior to the load-in for the first production of OPERA's season.

8.B1 The OPERA CREW as listed in 8.A1 shall be placed on a weekly salary for three (3) work weeks (Monday through Sunday) for each main stage production presented in a jurisdictional venue, dates to be determined by OPERA based on OPERA'S dates of residency within said venue.

8.B2 Should the dates of OPERA'S residency for a main stage production presented in a jurisdictional venue be less than three (3) work weeks, the guarantee of three (3) salaried weeks shall be adjusted to match the number of full work weeks of residency. In such instances, the hourly proration, as outlined in Article 9: Basic Wage Scale, shall be used to compensate OPERA CREW for additional time worked beyond the salaried work weeks.

- 8.B3 For work completed during outside the salaried workweeks, the hourly proration, as outlined in Article 9: Basic Wage Scale, shall be used to compensate OPERA CREW for time worked.
- 8.B4 The OPERA may apply the salary guarantee, outlined in Article 9: Basic Wage Scale, to more Assistants if they deem it necessary.
- 8.B5 The Heads of the departments shall submit weekly a copy of all hours worked with all rates listed to the Director of Production of the OPERA.
- 8.C1 The Head Carpenter, Head Electrician and Head Property Master can be given up to eighty (80) hours of preparation time for each mainstage production, beginning not more than two months prior to load in. Weekly salary – at full or prorated amounts – shall not apply to the 80 hours of prep time; rather, prep hours shall be paid at the prorated hourly wage, based upon time worked as reflected in weekly timesheets submitted during this period.
- 8.C2 Production meetings, discussions, demonstrations, and other planning or training sessions held by the OPERA and at which OPERA CREW and/or Stagehands are required to be present shall be considered work hours. For OPERA CREW, should such activities occur outside the salary period, such hours shall be billed at the prevailing hourly rate for actual hours worked.
- 8.C3 The size of the changeover crew will be determined by the Technical Director of the OPERA after consultation with the Steward, Heads of Department, and the Director of Production of the OPERA.
- 8.D1 Article 3: BASIC HOURLY CONDITIONS: The following clauses remain applicable to OPERA CREW under the salary structure: 3.01, 3.02, 3.03, 3.04, 3.05, 3.093. All other Article 3 clauses apply only to non-salaried stagehands.
- 8.D11 OVERTIME: Once OPERA CREW has completed forty (40) hours in a work week, additional hours above forty (40) shall be paid at the rate of time and one-half (1½) the prorated hourly rate.
- 8.D2 Article 4: PERFORMANCES: The following clauses remain applicable to OPERA CREW under the salary structure: 4.08, 4.09, 4.10, 4.11, 4.12 and 4.13. All other Article 4 clauses apply only to non-salaried stagehands.
- 8.D21 Performances occurring within the first 40 hours of work in a work week will be compensated within the basic weekly salary; hours worked for continuity calls and performances which occur after the completion of 40 hours in a work week will be compensated at the Overtime rate as stipulated in 8.D11.
- 8.D3 ARTICLE 5: COMMERCIAL: Should a performance of an opera be filmed or recorded for any purpose other than promotional, news, archives or educational purposes, OPERA

CREW shall receive – above their weekly salary – an additional 25% over the hourly rate for all hours the OPERA CREW is involved in said performance.

- 8.D4 **ARTICLE 6: HOLIDAYS:** OPERA CREW shall receive an additional half-day (4 hours) of pay above the weekly salary for work performed under the holiday conditions listed in 6.01. OPERA CREW shall receive an additional full day (8 hours) of pay above the weekly salary for work performed under the holiday conditions listed in 6.02, 6.03, and 6.04.
- 8.D5 **ARTICLE 7: BREAKS: MEAL AND COFFEE:** All language in Article 7 shall continue to apply to OPERA CREW.
- 8.D8 Special rates in Article 9 [9.04 Rigging Rate; 9.05 Employees in Costume] shall not apply to OPERA CREW.

Article 9: BASIC WAGE SCALE

9.01 WAGE RATES - SALARIED OPERA CREW

9.011 HEADS OF DEPARTMENT: Carpenter, Electrician, Prop

	2019-2020	2020-2021	2021-2022
Weekly Salary	\$1,431.02	\$1,459.64	\$1,481.54
Hourly Prorate	\$35.78	\$36.49	\$37.04
Overtime Hourly (1.5x)	\$53.66	\$54.74	\$55.56

9.012 KEY HEADS: Sound, Lighting Console Programmer/Operator, Flyman, and when necessary, Video/Projections

	2019-2020	2020-2021	2021-2022
Weekly Salary	\$1,367.02	\$1,394.36	\$1,415.28
Hourly Prorate	\$34.18	\$34.86	\$35.38
Overtime Hourly (1.5x)	\$51.26	\$52.29	\$53.07

**9.013 ASSISTANTS: Carpenter, Electrician, Prop, Shop
Carpenter**

	2019-2020	2020-2021	2021-2022
Weekly Salary	\$1,267.70	\$1,293.05	\$1,312.45
Hourly Prorate	\$31.69	\$32.33	\$32.81
Overtime Hourly (1.5x)	\$47.54	\$48.49	\$49.22

9.02 WAGE RATES - STAGEHANDS

9.021 NON-SALARIED ASSISTANTS: Spotlight Operators and Assistant Flyman (if required)

	2019-2020	2020-2021	2021-2022
Per Hour	\$25.40	\$25.78	\$26.16
Per Show	\$135.45	\$137.48	\$139.55

9.0211 These are special rates that apply to Performances Only (Article 4.03)

	2019-2020	2020-2021	2021-2022
Show OT 1/2 Hour	\$25.40	\$25.78	\$26.16
Show OT 1/4 Hour	\$12.70	\$12.89	\$13.08

9.022 STAGEHANDS

	2019-2020	2020-2021	2021-2022
Per Hour	\$24.19	\$24.55	\$24.92
Per Show	\$131.93	\$133.91	\$135.92

9.0221 These are special rates that apply to Performances Only (Article 4.03)

	2019-2020	2020-2021	2021-2022
Show OT 1/2 Hour	\$24.76	\$25.13	\$25.50
Show OT 1/4 Hour	\$12.37	\$12.56	\$12.75

9.03 TRUCK LOADING RATE

9.031 Truck Loading Rate shall be paid to all Stagehands dispatched to load and unload vehicles for the OPERA which are not owned, leased or rented by the OPERA for local transport or for deliveries from local companies to the theater or shop. At the discretion of the OPERA, Truck Loaders may be used at any time.

9.032 Truck Loading rate shall be paid per person, per truck for semi-tractor trailers, with a two (2) hour maximum per truck, plus any hourly rate (pro-rated for any period less than a full hour) for each additional hour beyond the two (2) hour maximum.

	2019-2020	2020-2021	2021-2022
Per Truck:	\$60.11	\$61.01	\$61.93
Per Hour:	\$30.05	\$30.50	\$30.96

9.033 Truck Loading rate shall be paid per person, per truck for trucks 24 feet or less in length (bobtail trucks), with a one (1) hour maximum per truck, plus an hourly rate (pro-rated for any period less than a full hour) for each additional hour beyond the one (1) hour maximum.

9.0331		2019-2020	2020-2021	2021-2022
	Per Truck:	\$30.05	\$30.50	\$30.96
	Per Hour:	\$30.05	\$30.50	\$30.96

9.034 There will be a four (4) person minimum crew per truck.

9.035 There will be a one (1) truck minimum.

9.04 RIGGING RATE

9.041	Hourly Rate:	2019-2020	2020-2021	2021-2022
	Head Rigger	\$34.67	\$35.19	\$35.72
	Assistant Rigger	\$31.74	\$32.22	\$32.70

9.042 Rigging Rate shall be paid to any Stagehand working on an hourly basis who is directly involved in the use of rigging hardware, formulas and techniques to safely suspend, install, remove, repair or support weight bearing loads and equipment. This does not include normal operation of equipment once it has been installed.

9.0421 One Stagehand shall be designated Head Rigger and other Stagehands shall be designated Assistant Riggers. Anytime a safety harness is required to be worn (i.e. hanging and focusing FOH lighting positions and boatswain chairs) the stagehands involved will be compensated at the prevailing rate. Rigging shall be billed in one-half (1/2) hour increments.

9.043 Rigging Rate shall be billed instead of, rather than in addition to the Stagehand's normal pay rate.

9.05 **EMPLOYEES IN COSTUME:** Any Stage Employee required by the OPERA to wear a theatrical costume during any performance shall receive an additional premium equal to one-quarter (1/4) of the prevailing show call rate.

9.06 BUILD RATE

9.061	Hourly Rate:	2019-2020	2020-2021	2021-2022
	Warehouse	\$27.75	\$28.17	\$28.59
		(Preparation of space to facilitate build)		
	Build Rate	\$32.40	\$32.88	\$33.38
		(General Construction - All Departments)		
	Specialty Rate	\$37.03	\$37.58	\$38.15
		(Special skills include but are not limited to welding, automation, fabrication, prop building, electronics, etc)		

9.062 Rates for a show build pertain to new or renewal production construction and does not pertain to production maintenance or facilitation of minor additions to a currently constructed production being produced by the Opera.

9.07 PERSONAL VEHICLE USE

9.071 Anytime a Stagehand is required to use their personal vehicle for a purpose other than going to or leaving from work, the company shall compensate the employee fifty-eight (0.58) cents per mile, or the current IRS 1052 standard, whichever is the greater, for mileage on top of their hourly rate.

Article 10: BENEFITS

- 10.01 Additionally, the COMPANY will contribute an additional 22% of all gross wages to Local No.7's benefit plans, the allocation between funds to be determined by Local No. 7.
- 10.03 The COMPANY agrees to pay over contributions by separate checks payable to "IATSE Annuity Fund" and "DTSEU Local #7 Health and Welfare Trust Fund", accompanied by such reporting forms as established by the Funds, no later than 15 days after the last weekly payroll of each month in respect to all employment during the preceding month on which contributions were payable. Annuity contributions shall be sent to 417 Fifth Avenue, Third Floor, New York, NY 10016. Health and Welfare contributions shall be sent to PO Box 8402, Denver, CO 80201.
- 10.04 The COMPANY agrees to be bound by all of the terms and conditions of the Fund agreements and each respective Funds Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contributions due as set forth in the Agreement.

Article 11: DUES CHECKOFF AND PAYMENTS TO THE UNION

- 11.01 Upon receipt of a written authorization duly signed, the OPERA shall withhold from each STAGEHAND'S Gross Wages an amount equal to four percent (4%); and the OPERA shall pay over such amount, accompanied by a corresponding STAGEHAND wage earning report, by check not less than once each month to the UNION.

Article 12: NO DISCRIMINATION

- 12.01 The OPERA and the UNION agree to comply with all applicable federal, state, and local laws, regulations, rules, directives, and orders with regard to the acceptance, selection, classification, and referral of applicants for employment or for UNION membership without discrimination because of race, color, religion, national origin, gender, age (40 year and older), sexual orientation, gender variance, marital status, military status, or physical or mental disability, where the disability is such that it does not hamper the employee in performing the essential functions of the job and carrying out his/her duties in a reasonably efficient manner, as required by law.

12.02 Gender variance. Gender variance is defined as a sense that a person's gender identity is incongruent with the person's biological sex.

Article 13A: DISCIPLINE

- 13A.1 The OPERA reserves the right to suspend, discharge, or otherwise discipline any employee for violation of rules and policies as established in the employee handbook, or as contained in this agreement.
- 13A.2 OPERA agrees to provide to UNION any changes to the discipline policies in the employee handbook a minimum of 14 days before implementation. UNION acknowledges that OPERA has the right to change such policies, and agrees that any such changes made to the handbook prior to the next CBA Renewal shall supersede the handbook policies as recorded here in the CBA at time of this CBA's ratification.

From Opera Colorado's Employee Handbook, Rev. 07.01.2018:

DISCIPLINARY ACTIONS

Disciplinary action is occasionally necessary in any organization. It would be unfair not to let you know where the Company stands on the matter of discipline or what penalties are imposed for what violations. In the event an employee disregards the established Company policies or rules, disciplinary action will be taken.

The commission of any of the offenses, practices, or actions listed below will subject employees to progressive discipline, immediate suspension, or discharge. This is a non-exhaustive listing.

1. Absence without notifying your immediate department head or General Director.
2. Excessive or unjustified absence or lateness.
3. Threatening, intimidating, coercing, or interfering with fellow employees.
4. Failure to keep your work area clean and/or creating unsanitary conditions.
5. Poor work performance, including failure to perform or lack of effort to perform work, in accordance with recognized standards of quality and quantity.
6. Disregard or inattention to working directions or instructions given.
7. Inability or unwillingness to work harmoniously with other employees.
8. Sleeping on the job.

The commission of any of the following offenses, practices, or actions are considered cause for immediate discharge:

1. Stealing, destroying, or damaging any property of the Company, fellow employees, volunteers, donors or patrons.

2. Reporting for work or attempting to work under the influence of drugs, alcohol, or in a physical condition making it unsafe or unsatisfactory to continue employment.
3. Possession or sale of controlled substances on Company premises at any time.
4. Disorderly, immoral, or indecent conduct.
5. Failure to exercise proper custodial responsibility of Company keys assigned to your care or permitting another person to use Company keys without proper authorization.
6. Unauthorized possession of firearms or other weapons on Company property.
7. Misrepresenting reasons for time off from work.
8. Failure to return to work from an authorized leave of absence, vacation, or disciplinary suspension.
9. Altering, falsifying, or making a misstatement of fact to any employee or on any Company document, job or work record, employment application, or report.
10. Failure to withdraw from, or to report, outside activities or interests which conflict with, or adversely affect, the interests of the Company.
11. Insubordination, including refusal or failure to perform regular, overtime or additional work assignments, disobedience of orders, or acts of disrespect toward department heads.
12. Falsifying or refusing to give testimony when accidents, disciplinary actions, or any other investigations are being carried out.
13. Physical violence, fighting, or creating a disturbance on Company premises or inciting such activities.
14. Gross neglect of duty.
15. Removal of Company records or release of confidential information.
16. Failure to report an accident involving Company equipment.

Other acts, omissions or misconduct not covered in the above summaries of disciplinary actions may also be subject to discipline. The Company will review circumstances of other acts or omissions as they occur. The disciplinary actions taken will depend upon the severity and willfulness of the act, omission, misconduct and other similar factors. The Company may impose greater or lesser penalties for these incidents, including discharge.

Article 13B: DISPUTE RESOLUTION

13B.01A Grievance is defined to be an alleged violation by the OPERA of the terms of this Agreement. All grievances shall be processed promptly in accordance with the following procedure:

Step 1. Any STAGEHAND having a grievance, and their Steward shall discuss the grievance with the OPERA within five (5) working days of the knowledge of the grievable incident. Step 1 will be terminated within five (5) working days after the presentation of the grievance or with the OPERA'S response whichever occurs first.

Step 2. If the grievance is not resolved under Step 1 of the grievance procedure, the UNION shall within five (5) working days thereafter, reduce the grievance to writing and together with an identification of the specific contract provision allegedly violated and the relief requested, present it to the OPERA. The OPERA shall attempt to adjust the matter within five (5) working days.

Step 3. If the grievance is not resolved under Step 2 of the grievance procedure, a grievance shall be presented to the OPERA who shall render a decision in writing within five (5) working days after the presentation of the grievance in this step.

Step 4. If the grievance is not resolved under Step 3 of the grievance procedure, it may be referred to arbitration by the UNION within fifteen (15) days of the conclusion of Step 3.

13B.02 Failure on the part of the OPERA to answer a grievance at any step shall not be deemed acquiescence thereto, and the UNION may proceed to the next step.

13B.03 Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved in accordance with the OPERA'S last position and shall not thereafter be considered subject to the Dispute Resolution provisions of this Agreement.

13B.04 The cost of the arbitration shall be borne equally between the UNION and the OPERA. The arbitrator shall not have the right to add to, subtract from or modify any of the terms of this Agreement. All arbitration hearings shall be conducted and subjected to the Rules of the American Arbitration Association.

13B.05 The party requesting arbitration shall request from the American Arbitration Association a list of seven (7) names of persons qualified to act as arbitrator. Beginning with the OPERA, the parties shall then alternately strike names and the last name remaining shall have been selected as arbitrator.

13B.06 Any of the above mentioned time limits may be extended by mutual consent in writing.

Article 14: STRIKE AND LOCK OUT

14.01 Throughout the effective term of this Agreement, the UNION agrees that neither it, nor any of its officers, agents, or representatives shall engage in, authorize or encourage any stoppage or suspension of work, slowdown, sit-down, picketing, strike, boycott or concerned refusal to work against the OPERA.

14.02 The OPERA agrees that it will not lock out the Stage Employees during the term of this Agreement.

Article 15: SAFEGUARDS

- 15.01 The UNION has the right to demand that Stagehands are, at all times, surrounded with reasonable safeguards and sanitary conditions while working including, but not limited to, potable water and restroom facilities.
- 15.02 The OPERA shall furnish proof that it carries Employer's Liability, Workman's Compensation, and Unemployment Insurance for the Stagehands employed under this agreement.
- 15.03 The OPERA shall be responsible for providing all safety equipment including, but not limited to, harnesses, scaffold, railings, goggles, ear protection, ladders and/or lifts of the proper height for the work being attempted.
- 15.04 STAGEHANDS shall not perform any unsafe practices due to the absence of the proper tools or safety equipment. Furthermore, any Stagehand who refuses a task for reasons of safety or reports unsafe conditions to the UNION or the OPERA shall not be penalized for said action.

Article 16: I.A.T.S.E. EMBLEM

- 16.01 The UNION's right to affix the I.A.T.S.E. stencil or emblem on any theatrical equipment manufactured or constructed specifically for a theatre, theatrical production or event is recognized by the OPERA and the OPERA agrees that such right belongs, exclusively to the UNION and may be withdrawn at will. However, should the OPERA herein produce or be a party to the production of a play or event, and should the construction of scenery and other equipment for such production or event have been built by I.A.T.S.E approved UNION labor and/or in approved UNION shops, and as a result thereof the OPERA has become entitled to have the I.A.T.S.E. stencil affixed to such scenery and equipment; then in such an event it is agreed that the UNION will not be unreasonable or at will withdraw the OPERA right to such stencil.

Article 17: SEVERABILITY

- 17.01 The terms and conditions of the Agreement are joint and several and if a clause herein shall hereafter be declared illegal by a court or body of competent jurisdiction, the rest of the contract shall not thereby fail or be rendered null and void, but shall continue in full force and effect, and only the illegal clause shall thereby be rendered null and void and severed from this contract.

Article 18: TERM OF AGREEMENT

18.01 This contract shall be in effect through June 30, 2022 .

18.02 The term of this agreement shall be for three years and from year to year thereafter, unless either party hereto shall cause to be served upon the other, by certified mail, return receipt requested, written notice at least 30 days in advance of the expiration date hereof, or any subsequent anniversary thereof, of the intention of said party to terminate modify, or change said Agreement or any part thereof, in which event the parties shall meet and confer to negotiate the terms of a new agreement to take effect upon the termination of this Agreement.

18.03 It is agreed between the parties that either party shall have the right, upon a showing by the other of emergency or special need satisfactory to the party to whom the showing is being made, to grant a written waiver or compromise of any of the terms and conditions of this collective bargaining Agreement for such special situation or emergency. It is further agreed that the waiver of any provision of the Agreement by either party shall not constitute a precedent for any further waiver of such provisions.

ACCEPTED THIS, THE 29th of November, 2019.

OPERA COLORADO

DENVER THEATRICAL STAGE, FILM
AND EXHIBITION EMPLOYEES UNION
IATSE LOCAL #7

By 
Greg Carpenter
General & Artistic Director

By 
Bryant Preston
Business Representative