

COLLECTIVE BARGAINING AGREEMENT
between
THE CITY OF BLOOMINGTON, ILLINOIS
for the
BLOOMINGTON CENTER FOR THE PERFORMING ARTS
and
LOCAL 193 OF THE INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES, MOTION PICTURE TECHNICIANS, ARTISTS,
AND ALLIED CRAFTS OF THE
UNITED STATES AND CANADA, AFL-CIO

May 1, 2017 – April 30, 2019

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This Agreement is entered into this 1st day of May, 2017, by and between the City of Bloomington, Illinois (the “City”) and Local 193 of the International Alliance of Theatrical Stage Employees, Motion Picture Technicians, Artists, and Allied Crafts of the United States and Canada, AFL-CIO (the “Union”).

WITNESSETH:

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and its employees; aid toward economical and efficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work, and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the Constitution and laws of the State of Illinois.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1

RECOGNITION AND REPRESENTATION

Section 1.1. Recognition. The City recognizes the Union as the sole and exclusive bargaining agent for all employees of the City of Bloomington working at the Bloomington Center for the Performing Arts in the following titles: Stagehands, Crew head, Up Rigger and Yellow Card Stewards, , excluding all other City employees, including but not limited to the Production Manager and Asst. Production Manager, as well as

all employees defined by the Illinois Public Labor Relations Act as supervisors, professional employees, short-term employees, managerial employees, and/or confidential employees.

Section 1.2. Employee. The term “Employee” as used in this Agreement refers to a person employed by the City working at the BCPA in the bargaining unit described in Section 1.1. Recognition of this Article.

Section 1.3. Extra Help Stagehand. The term “Extra Help Stagehand” as used in this Agreement refers to an individual whom the City hires to perform work within the Union’s jurisdiction, pursuant to Article 9, Referral of Extra Help Stagehands, when the City’s regular complement of employees working in the classifications described in Section 1.1. Recognition, above is insufficient in number. Unless specifically exempted, all terms of this Agreement shall apply to Extra Help Stagehands.

Section 1.4. Access by Union Business Representative. The City agrees that the Business Representative or his/her appointed representative shall have the right to visit the establishment in conjunction with his/her duties with prior notification to the Production Manager or his designee, and in compliance with Section 1.5. Union Business, below. Such visits shall only occur during the scheduled hours of bargaining unit employees.

Section 1.5. Union Business. Unless otherwise specifically provided in this Agreement, no Union business shall be conducted during the paid work time of any employee covered by this Agreement.

Section 1.6. Union Assessments. It is understood and agreed to by the City and the Union that the City will deduct a six percent (6%) working assessment from the

paychecks of Employees and Extra Help Stagehands who have signed the authorization provided in Section 1.6 (a) Union Assessment, below, provided the employee has a sufficient amount available in his/her paycheck. The City further agrees to remit to the Union all assessments so deducted from the Employee's paycheck within five (5) business days, accompanied by a statement containing the names of the Employees on whose behalf the remittance is being made, the amount of the deduction, and the gross earnings for the period covered by the deduction.

(a) "I hereby authorize the Employer to deduct from each of my paychecks an amount equal to six (6%) percent of my gross income and to forward that amount to the Union's office to cover my working assessments. This authorization is made voluntarily and is effective until withdrawn in writing by me, the Employee."

Section 1.7. Fair Share. During the term of this Agreement, any Employees who are not dues-paying members of the Union shall, as a condition of employment, either voluntarily authorize the withholding of a working assessment as set forth above in Section 1.6(a). Union Assessments, or, commencing thirty (30) days after their employment or thirty (30) days after the date this Agreement is executed, whichever is later, pay a fair share fee, 6%, to the Union for the costs of collective bargaining, contract administration, and other services pursuing matters affecting wages, hours, and other conditions of employment rendered by the Union as the exclusive representative of the employees covered by this Agreement. The fair share fee shall not exceed the amount of the working assessment set forth above in Section 1.6(a). Union Assessments. Upon request from the City, the Union will provide proof that an employee is not paying dues or fair share.

It is specifically agreed that any dispute concerning the amount of fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 1.8. Indemnification. The Union shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the City for the purpose of complying with the provisions of this Article.

ARTICLE 2

JURISDICTION OF UNION

Section 2.1. Only bargaining-unit Employees may perform work falling within the Union's jurisdiction as described in this Article, except as expressly otherwise provided in this Agreement.

Section 2.2. The Union has jurisdiction over the following work for all events occurring at the BCPA or on its grounds, and for all events occurring off-site that are sponsored by or affiliated with the BCPA or to which bargaining unit Employees are assigned, other than off-site events that are de minimis in nature which may be staffed by the Production Manager or Assistant Production Manager and up to two (2) additional employees who shall not be members of any other City bargaining unit. Nothing in this section shall prevent students from assisting bargaining unit employees in non-paid ticketed events so long as no bargaining unit members are displaced: theatrical rigging, theatrical carpentry,

theatrical electrical/lighting, audio/sound, properties, wardrobe/hair and make-up/dressers, audio-visual/projection, spotlight operation, truck loading and unloading of equipment, set-up (or “Load-in”) operation, performance, rehearsal, and teardown (or “Load-out”) of all equipment including, but not limited to scenery, theatrical soft goods, properties, wardrobe, lighting equipment, sound equipment, electrical effects, spotlights, sound accessories, video tape equipment, audio-visual projection equipment, lasers and pyrotechnics, stage carpentry, rigging, autofly and hydraulic/mechanical effects, stage-related computer operations, projection screens, projection screen masking, and staging, including platforms, risers, portable stages, and production-related scaffolding. Notwithstanding the above, the Production Manager and Assistant Production Manager may continue to perform non-event-related work that they have traditionally performed. Non-event-related work falling within the existing jurisdiction of other labor organizations (such as auditorium lighting and seating; wedding or non-performance related events) shall be excluded from the Union’s jurisdiction.

Work required for non-production events, which are defined as events not requiring cued lighting, audio, or projection, may be staffed by non-bargaining unit personnel. The Holiday Spectacular will be staffed by bargaining unit personnel, but assistance may be provided by non-bargaining unit personnel so long as no Crewhead employees are displaced.

Section 2.3. At such times when preparatory, production, or theatrical maintenance work is required, front or rear of house, the respective head or heads of departments will be called. The assembling of sound or electrical equipment, scenery, or properties shall at all times be done by Employees covered by this Agreement. The term

“theatrical maintenance” shall include work performed on the fly rail system, rigging, audio system, lighting control, and stage lighting.

Section 2.4. The Union shall designate an Employee as a Working Steward who shall receive the Crewhead hourly rate for all hours. The Steward shall remain on the call for the entirety of the engagement, from first call through last call of the day. For purposes of Yellow Card shows, the Steward will provide administrative function only at the Steward hourly rate.

ARTICLE 3

NON-DISCRIMINATION

In accordance with applicable Federal or State law, and City ordinance, the City and the Union shall not discriminate in the application of the provisions of this Agreement against any Employee covered by this Agreement on the basis of sex, religion, creed, national origin, age, disability, sexual orientation or union affiliation. Employees asserting a violation of this Article may process their grievance up to, but not including, binding arbitration.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.1. Management Rights. It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the City in all of its various aspects. Among the rights retained by the City are the City's rights to direct the working forces, including but not limited to make and implement decisions with respect to the following matters without having to negotiate over decisions or the effects of such decisions: the right to plan, direct and control all the operations and services of the City;

to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to relieve employees due to lack of work or for other legitimate reasons; to make, alter and enforce rules, regulations and policies; to change or eliminate existing methods, equipment or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 4.2. Act of God/Force Majeure. Nonperformance by either party will be excused to the extent that performance is rendered impossible by fire, flood, tornado conditions, riots, civil disorder, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party, provided that the nonperforming party gives prompt notice of such conditions to the other party and makes all reasonable efforts to perform.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 5.1. Definition and Procedure. A grievance is a dispute or difference of opinion raised by the Union against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

STEP 1: A grievance shall be submitted in writing to the appropriate immediate non-bargaining unit supervisor. The grievance shall contain a full statement of all relevant facts, the provision(s) of the Agreement which are alleged to have been violated, and the relief requested. To be timely, the

grievance must be presented no later than thirty (30) calendar days from the first date of the occurrence of the matter giving rise to the grievance or thirty (30) calendar days after the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The supervisor or his/her designee shall then attempt to adjust the matter and shall respond in writing within ten (10) calendar days of receipt of the written grievance.

STEP 2: If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Director within ten (10) calendar days after the designated Supervisor's answer in Step 1. The HR Director, or designee, shall make such investigation of the facts and circumstances as the HR Director, or designee, deems necessary, and may meet with the Union representative. If the grievance is settled, the settlement shall be reduced to writing and signed by the Human Resources Director, or his or her representative, and the Union. If no settlement is reached the Human Resources Director, or his or her representative, shall give the City's written answer to the Union within ten (10) calendar days after the date of the meeting, or, if there is no meeting, within fourteen (14) calendar days after the written grievance was received by the HR Director, or representative.

Section 5.2. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration, with written notice

to the City, within fourteen (14) calendar days after receipt of the City's answer in Step 2, or within fourteen (14) calendar days of the time when such answer would have been due. The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom shall be from the National Academy of Arbitrators who reside in Illinois, Indiana or Wisconsin. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the Union shall have the right to strike one (1) name from the panel. The party striking first shall be determined by coin toss. The parties shall continue the strike process until one name remains. The remaining person shall be the arbitrator. The arbitrator shall be notified of his or her selection by a joint letter from the City and the Union requesting that he or she set a time and place, subject to the availability of the City and Union representatives. The City and the Union have the right to request the arbitrator to require the presence of witnesses and/or documents. The City and the Union retain the right to employ legal counsel.

Section 5.3. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision(s) of the Agreement. The arbitrator shall be empowered to issue a decision concerning only the issue raised by the grievance as submitted in writing at Step 1 and shall have no authority to make a decision on any other issue not so submitted to him or her. The arbitrator shall

be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. Unless otherwise jointly instructed by the City and the Union, the arbitrator shall submit in writing his or her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. If the decision or award of the arbitrator is rendered within the limitations of this Section, the decision of the arbitrator shall be final and binding on all parties.

Section 5.4. Expenses of Arbitration. The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within thirty (30) calendar days after the occurrence of the event giving rise to the grievance or within thirty (30) calendar days after the Union through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within

the specified time limit, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the City and Union representatives involved in each step.

ARTICLE 6

NO STRIKE – NO LOCKOUT

Section 6.1. No Strike. During the term of this Agreement, there shall be no strike, sympathy strike, sit-down, slowdown, boycott, concerted stoppage of work, or other intentional, concerted interferences with the operations of the City. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. In the event of a violation of this Section of this Article, the Union shall immediately notify the employees that the action is unlawful and was neither called by nor sanctioned by the Union. During the term of this Agreement only, if I.A.T.S.E. organizes another bargaining unit at the BCPA, at the Union's written request within six (6) months of certification, the parties will reopen only this Section of the Agreement for renegotiation.

Section 6.2. No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 6.3. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 6.1. No Strike above, is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 6.4. Judicial Restraint. Nothing contained herein shall preclude the

City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE 7

DISCIPLINE

Section 7.1. General Principles. Discipline will only be imposed upon non-probationary employees for just cause. Disciplinary action or measures may include, among other things, oral reprimand, written warning, suspension (with or without pay) and/or termination. The City recognizes the basic tenets of progressive discipline and, where appropriate, will follow a policy of progressive discipline for occurrences or disciplinary infractions. The progressive disciplinary processes outlined in the City's Handbook and Discipline Guidelines, as may be changed from time to time, will be observed in the administration of disciplinary action. Prior to actual imposition of suspension without pay or termination, the employee shall be afforded an opportunity to respond to the conduct giving rise to possible disciplinary action. Furthermore, upon request of the employee, a representative of the Union (steward) shall be allowed to be present during such discussions, if he/she is reasonably available.

ARTICLE 8

SCHEDULING AND WORKING CONDITIONS

Section 8.1. Staffing of Call Times.

(a). Yellow Card Events. Employees shall confine their services to their respective department, i.e. Flyperson to fly floor, on Yellow Card events. Notwithstanding any other provision of this Agreement, the City shall honor any Yellow Card agreement and shall not call for fewer employees to be used than called for on the "yellow card." For yellow

card shows, wardrobe shall be a separate call.

(b). Non-Yellow Card Events. It is agreed by the parties to this Agreement that for any attraction not under the provisions of a Yellow Card, the numbers and classifications of personnel required to staff such attractions shall be determined by the City in conjunction with the management of the attraction involved, provided the City maintains safe working conditions and safe crew numbers at all times.

For attractions carried on two (2) or more semi-tractor trailers, the City agrees to staff four (4) truck loaders subject to call time minimums who will not be expected to join the regular crew after trucks are unloaded/loaded. "Holiday Spectacular" is exempt from requiring truck loaders.

Section 8.2. Call Time Minimums. For non-yellow card events occurring at the BCPA, minimum call times shall be four (4) hours each for load-ins and load-outs, provided the employee has a break in service and is called back for the load-out. If there is no break in service, the employee shall be paid a four (4) hour minimum for the load-in and straight time for work completed thereafter. Such minimum call times shall not apply to educational or Creativity Center events.

If an employee assigned to work an event is unexcused late by more than 15 minutes for a particular call, he/she will not be eligible for a minimum for that call and will receive payment for only those hours actually worked.

Call times will be set by the City. For pay purposes, time will start at the announced call time or when the individual employee checks in for work, whichever is later, and shall end when the individual employee checks out after work.

For Yellow Card shows, unless scheduling prevents, presets and restores shall be handled as separate calls, subject to a two (2) hour minimum.

Section 8.3. Performance Times. In the event of a multiple show run, a performance is defined as lasting from one-half (1/2) hour before doors (upon the house being opened for audience seating) until the final curtain. A post-performance grace period of fifteen (15) minutes is allowed for the purpose of clean-up or reset only.

Section 8.4. Cancellation. In case of a cancellation, except by Act of God or any unavoidable accident, all Employees called and reporting to work the event, performance, preview, rehearsal, and/or taking in, hanging, or taking out shall be paid pursuant to Section 8.2. Call Time Minimums, or applicable yellow card agreement, unless twenty-four hours' notice of cancellation has been given.

Section 8.5. Meal Period. All employees shall be granted an unpaid lunch period if they work five or more consecutive hours. All attempts shall be made to schedule the meal period to begin after the third hour of work, but in no event shall such lunch period begin later than the fifth hour after the beginning of an employee's shift. In the event the meal period is 30 minutes or less, employees will be paid and a fresh meal will be provided. If an employee does not receive his meal period as provided in this Section, he shall be paid one additional hour of pay at his regular hourly rate of pay.

Section 8.6. Breaks. The City will provide a fifteen (15) minute break near the mid-point of each four to five hour shift. The rest period may not be used to cover late arrivals or early departures, nor are there any penalties if the breaks are not taken.

Section 8.7. Fitness for Duty. If there is any question concerning an Employee's fitness to return to duty following a layoff or leave of absence or to continue work, the City may require, at its expense, that the employee have an examination by a qualified and licensed medical professional(s) selected by the City. If the City determines that an

employee is not fit for duty based on the results of such an examination(s), the City may place the employee on an unpaid leave of absence. The City reserves the right to require pre-employment physicals, at City expense.

Section 8.8. Training. Employees may be required to attend compliance training. In addition, no employee will be allowed to operate or set up any and all BCPA equipment unless first trained by the BCPA Production Manager or Assistant Manager. Once training is complete, the Production Manager or Assistant Production Manager will inform the Union Steward that the employee is authorized to operate the equipment appropriately and safely. Employees will be paid at their regular hourly rate of pay to attend any mandatory BCPA training.

Section 8.9. Introductory Period. The introductory period for all employees covered by this Agreement shall be four (4) shows or productions. Introductory employees may be disciplined or terminated without cause and without recourse to the grievance procedure.

Section 8.10. Clocking In/Out. All employees assigned to work a performance at the BCPA shall punch in prior to commencing work and punch out after work using the City's time clock system.

Section 8.11. Timesheets. The Local 193 Business Representative, or designee, shall submit a fully completed billing worksheet to the Technical Manager, or designee, within three (3) business days after each performance worked by Extra Help Stagehands. If there is a discrepancy between the time clock record and the timesheet, the time clock record shall apply.

Section 8.12. Criminal Background Investigations. The City may conduct criminal background investigations, as deemed necessary and appropriate.

Section 8.13. Safety. The City agrees to provide reasonable safeguards for employees covered by this agreement at all times.

Section 8.14. Workers' Compensation. Employees will be covered by the City's Workers' Compensation insurance policy.

Section 8.15. Drug and Alcohol Testing. Employees shall be covered by the City's Drug and Alcohol Policy and Procedure, as it may exist from time to time.

Section 8.16. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, it is agreed that the City has the right to take any actions needed to be in compliance with the requirements of the Americans with Disabilities Act.

ARTICLE 9

REFERRAL OF EXTRA HELP STAGEHANDS

When the City requires Extra Help Stagehands to perform work within the jurisdiction of the Union, BCPA management shall notify the Union, who shall refer Extra Help Stagehands as provided in this Section. Prior to using Extra Help Stagehands, such calls shall first be filled with City bargaining unit employees.

BCPA management shall place all calls for Extra Help Stagehands with the Union at least three (3) weeks prior to the event. BCPA management shall have the ability to contact the Extra Help Stagehands, on payroll and will coordinate staffing of the Extra Stage Hands with the Union.

The City shall periodically provide to the Union a list of Extra Help Stagehands with the contact information provided by the Extra Help Stagehands. Whether any individual

contacted for a call is deemed to have timely responded or to be available to work such call shall be in the sole discretion of the Union. The Union may fill multiple calls for an event or events at the same time. An Extra Help Stagehand lower on the seniority list may be used before an individual higher on the list in the case of special skill requirements and/or for continuity of personnel between calls for an event. Should the City's seniority list be exhausted before the call is filled, the Union shall be given the opportunity to refer additional applicants for work, and the City will give such applicants due consideration. The Union agrees to furnish competent, able-bodied personnel to perform work covered by this Agreement.

The Union shall use best efforts to provide the City with a list of all Extra Help Stagehands who will fill the call, who have met all City pre-hire requirements, within one (1) week prior to the performance. If the Union cannot fill the call for a Yellow Card show, it shall notify the City one (1) week prior to the performance date and allow the City to fill any vacant positions with non-bargaining unit (IATSE) employees. The City may deviate from the contract provisions, in order to meet the show requirements, which shall include, but is not limited to the load in, set up and load out of the show. In the event, non-bargaining unit (IATSE) employees are utilized they will not be required to contribute Fair Share as outlined in Section 1.7 Fair Share.

Any staffing functions performed by the Union are not subject to the grievance procedure.

ARTICLE 10

WAGES

Section 10.1. Wages.

Effective upon contract ratification:

Stagehands - \$18.50/hr
Crew Head*, Up Rigger - \$19.50/hr
Yellow Card Steward - \$30.50/hr

Effective May 1, 2018:

Stagehands - \$19.00/hr
Crew Head*, Up Rigger - \$20.00/hr
Yellow Card Steward - \$30.50/hr

* Crew heads shall include head carpenter, head electrician, head flyman/deck-hand, head audio, head wardrobe or head props.

Section 10.2. Overtime. Straight time is paid for the first ten (10) hours worked per day (meal breaks excluded) and the first forty (40) hours worked per week.

One and one-half times the employee's regular hourly rate shall be paid for hours worked:

- a. After 40 hours in a work week.
- b. After ten (10) hours in one day.
- c. On the specific holidays stated below (not City-observed day of holiday).
- d. Between the hours of midnight and 6:00 a.m.

Section 10.3. Rounding. Work time on which compensation is based shall be rounded to the nearest quarter hour.

Section 10.4. Holidays. Holidays shall consist of New Year's Day, Martin Luther

King Jr. Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

Section 10.5. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement, with the exception of a meal period penalty, pursuant to Article 8, **Section 8.5. Meal Period.**

ARTICLE 11

GENERAL PROVISIONS

Section 11.1 Vacancy Notice. When the City requires the hiring of additional Core Team employees for the positions defined in **Section 1.1. Recognition**, the City shall notify the Union Business Agent by email that such vacancies exist.

Section 11.2 Employee List. Upon request of the Union the City shall supply a list of employees covered by this agreement.

ARTICLE 12

SUCCESSORS AND ASSIGNS

The Union acknowledges that the City has the management right to sell, or to enter into a long term (4 months or longer) agreement to rent, lease, assign and/or transfer the operation or occupation of the BCPA, without any duty to bargain with the Union. Should the City choose to exercise such rights, this Agreement shall be binding on its renter, lessee, assignee, successor or transferee, to the fullest extent provided by existing successorship law.

ARTICLE 13

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the par-

ties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with express terms of this Agreement.

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 14

SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 15

TERM AND EFFECTIVE DATE

This Agreement shall be effective from the day after it is executed by both

parties and shall remain in effect until 11:59 P.M. on April 30, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date, unless otherwise agreed by the parties.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless it is terminated by operation of law or either party gives at least thirty (30) days written notice to the other of its desire to terminate this Agreement, so long as such notice is provided after the stated expiration date of this Agreement.

Executed this 5TH day of September, 2017, after ratification first by the Union membership and receipt of official approval by the Mayor and City Council.

Local 193 of the International Alliance of Theatrical Stage Employees, Motion Picture Technicians, Artists, and Allied Crafts of the United States and Canada, AFL-CIO

Kevin M. Foster BUSINESS AGENT LOCAL 193
By Mike Vice President Local 193

City of Bloomington, IL

S. V. L.
Mr. [Signature]
[Signature]

Side Letter

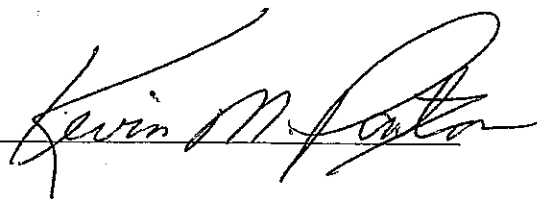
Scottish Rite and American Passion Play

The Union and the City acknowledge that, pursuant to the purchase contract between the City and the Ancient Accepted Scottish Rite Valley of Bloomington, Inc., dated June 19, 2001, the Scottish Rite and American Passion Play, Inc., have certain rights to use the BCPA facility for performances of the American Passion Play and for semi-annual Scottish Rite reunion events. In recognition of the historical relationship between Scottish Rite, American Passion Play, and the BCPA facility and the civic contribution of both organizations, the Union agrees that work otherwise falling within its jurisdiction under the terms of this agreement in connection with American Passion Play performances and rehearsals and semi-annual Scottish Rite reunion events shall not be subject to the parties' collective bargaining agreement. The parties further agree that, in the event that either the Scottish Rite or American Passion Play expand their use of the BCPA facility beyond their use in the year immediately preceding execution of the parties' current collective bargaining agreement, this side agreement shall become void and immediately open for renegotiation by the parties.

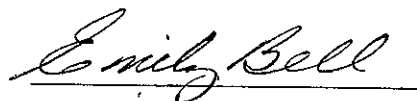
Union

City of Bloomington, Illinois

By:



By:



Title: BUSINESS AGENT

Title:

Human Resources Director

Date:

05/23/2014

Date:

5/23/2014