

COLLECTIVE BARGAINING AGREEMENT
between
THE CITY OF BLOOMINGTON, ILLINOIS
for the
ARTS AND ENTERTAINMENT DEPARTMENT
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, 2024 – April 30, 2027

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This Agreement is entered into this 1st day of May, 2024, 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, IL Arts and Entertainment Department working at the Bloomington Center for the Performing Arts (BPCA) in the following titles: Stagehands, Crew head, Rigger and Stewards, or the Arena in the following job titles: Stagehands, Arena Worker 1, Crewheads, Up Rigger, Lead Rigger, or

House Electrician excluding all other City employees, including but not limited to the Production and Asst. Production Managers, 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 Arts and Entertainment Department 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 their appointed representative shall have the right to visit the establishment in conjunction with their 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 their 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. 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 Arts and Entertainment Department, and for all events occurring off-site that

are sponsored by the Arts and Entertainment Department or to which bargaining unit Employees are assigned. Events that are de minimis in nature may be staffed by up to two (2) qualified non-union City staff 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, up to two (2) qualified non-union City staff may continue to perform non-event-related work. 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. Non-event related work includes Creativity Center educational programs and events that are non-commercial, non-ticketed production events other than work that traditionally has been performed by the bargaining unit.

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.

Section 2.3 Arena Scope of Work.

The Union has jurisdiction over the following work for all stage shows, theatrical productions, industrial shows, sporting events, commercial shows, and conventions in accordance with Section 2.2. Exceptions to this will include community/non-profit events which are de minimis in nature which may be staffed by up to two qualified non-union City staff who shall not be members of any other City bargaining unit or be excluded in Section 8.1 The following union work includes:

- A. The installation and operation of all theatrical lights, scenery, drapes and truss, prop handling and screens.
- B. The erection and tear down of all in-house and touring stages, including turntables. At the City's discretion IATSE staff may be scheduled for installation and tear down of the Arena Pro Deck, glass, and dasher boards.
- C. The installation, erection, or tear down of projection and/or sound platforms.
- D. The lighting and staging used in the production of motion pictures, of video tapes for documentaries, featured theatrical released or television broadcasts to the extent not performed by employees of the production company.
- E. The lighting and staging used in production of local or network television shows, and any additional lighting or staging required beyond the normal house owned and supplied lighting and staging to the extent not performed by employees of the production company.
- F. All audio and lighting operations for touring productions, and all ticketed nonproduction events such as conventions, sporting events (not including the arena's tenant sports teams), exhibits, trade shows and meetings.
- G. Any pyrotechnics assistance to the extent not performed by employees of the production company needed for the arena events.
- H. At the City's discretion, IATSE staff may be scheduled to perform Video Camera operations.
- I. Any moving or rearranging of road cases, set carts, etc. that pertains to a show.
- J. During the "teching" of shows, the promoter and/or production stage manager will meet with the Production Manager and the union steward to determine the next

days scheduled and labor need.

K. The Union also has jurisdiction over the arena main floor, aka “the bowl” as follows:

1. All high rigging, ground rigging, drape hangs, and follow spots for all events;
2. Truck loading or unloading involved with a show;
3. Any forklift operation involved with a show;
4. Wardrobe calls in the building;
5. Load in and load outs;
6. All hangs from the beams, catwalks and spotlight bays.
7. Set ups, tear downs and show calls for all concerts, stage productions, exhibits, trade shows, conventions and ice shows in the arena.

L. For Circus shows the City will schedule a minimum of two (2) up riggers and one (1) down rigger for a move in and move out.

Section 2.4. 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 2.5. 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 calls requiring twelve (12) or more stagehands the Steward may perform administrative functions related to the current show requirements only. The Steward shall be paid

at the Steward hourly rate.

Section 2.6. Modifications/Exemptions from Agreement. The Holiday Spectacular will be staffed by bargaining unit personnel, but assistance may be provided by non-bargaining unit personnel or volunteers so long as no employees are displaced. IATSE staff shall handle the show call.

The parties agree that bargaining unit employees will not be used to staff the Jehovah Witness Conference with exception of one Audio and one Electrician. If the need arises additional staff maybe assigned on a non-precedent setting basis.

The parties agree no bargaining unit staff will be used for Scottish Rite Temple events unless requested by the Scottish Rite Temple.

ARTICLE 3 NON-DISCRIMINATION

In the application of the provisions of this Agreement the City and the Union shall not discriminate against any protected class in accordance with all applicable requirements of Federal, State, or local law.

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.

The parties agree that the interpretation of the Management Rights language allows the City to notify the Union if assigned IATSE staff are no longer eligible to be scheduled at the City facilities for failing to report for assignments, disruptive or poor performance.

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 their 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 their representative, and the Union. If no settlement is reached the Human Resources Director, or their 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 their selection by a joint letter from the City and the Union requesting that they 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 them. 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 their 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 their 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 Arts and Entertainment Department, 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 they are reasonably available.

ARTICLE 8 SCHEDULING AND WORKING CONDITIONS

Section 8.1. Staffing of Call Times for BCPA Events.

(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 one (1) or more semi-tractor trailers or three (3) or more box trucks or trailers, the City agrees to staff four (4) truck loaders. For attractions carried on (2) or less box trucks or trailers, the City agrees to staff two (2) truck loaders. Truck loaders are subject to call time minimums and will not be expected to join the regular crew after trucks are unloaded/loaded. Personal vehicles may be unloaded without assigned Truck Loaders.

When rigging is required for an event, riggers will be scheduled in teams of two (2) up riggers and one (1) down rigger for as many teams as is required to meet the needs of the show (ex: 2-1, 4-2, 6-3).

Section 8.2. Staffing of Call Times for the Arena. For attractions carried on one (1) or more semi-tractor trailers or three (3) or more box trucks or-trailers, the City agrees to staff four (4) truck loaders. For attractions carried on (2) or less box trucks or trailers, the City agrees to staff two (2) truck loaders. Truck loaders are subject to call time minimums and will not be expected to join the regular crew after trucks are unloaded/loaded. Personal vehicles may be unloaded without assigned Truck Loaders

One (1) down rigger will be assigned to every two (2) up riggers; two (2) down riggers will be assigned for every four (4) up riggers; three (3) down riggers will be assigned for six (6) up riggers, etc.

Section 8.3. Staffing Notice. The Union shall provide the City with a list of all staff who will fill the call, who have reasonably met all City pre-hire requirements, within one (1) week prior to the performance. The City shall have the ability to notice the Union they

feel the employee is unqualified, medically restricted from work, or have prior performance issues have been discussed with the Union. If the Union cannot fill the call the City shall be allowed to fill any vacant positions with non-bargaining unit (IATSE) employees. The City may deviate from the contract provisions on staffing, 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.

Section 8.4. Scheduling and Staffing. The parties agree that staffing will be performed by the IATSE Business Agent for shows. The IATSE Steward shall staff the show by assigning the most qualified employee available that is on the City payroll first. Management shall place all calls for staffing with the Union at least three (3) weeks prior to the event. If the Union is unable to fill the call for a 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 parties further agree that the Management may schedule maintenance calls for 10 or less employees. Such call shall be done in a manner that allows all IATSE classified employees active on payroll to be noticed of the vacancy at the same time. The City shall then schedule the first qualified individuals needed for the maintenance call.

In the event City Management notices the Union of an individual having performance issues they will be ineligible to be schedule for future calls at City facilities. This may include not assigning the employee in a particular role or at the facility all together. Employees so excluded from such assignments will be ineligible to grieve this decision.

Section 8.5. Call Time Minimums. For events occurring at the BCPA, minimum call times shall be four (4) hours each for the load in, show call and load-out. Such minimum call times shall not apply to educational Creativity Center, Ballroom events, or events on two (2) trailers or smaller. For those events minimum call times shall be two (2) hours each for a load in, show, and load out. Call times will be set by the City for the BCPA.

For events occurring at the Arena, minimum call times shall be four (4) hours each

for the show call, load-ins and load-outs.

The following sections shall apply to either facility. If an employee assigned to work an event is unexcused late by more than 15 minutes for a particular call, they will not be eligible for a minimum for that call and will receive payment for only those hours actually worked.

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.

BCPA Presets and Restores shall be handled as separate call subject to a two (2) hour minimum.

Arena shows, unless scheduling prevents, presets and restores shall be handled as separate calls subject to a four (4) hour minimum.

Section 8.6. Performance Times. A show call 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.

In the event of multiple performances or rehearsals in a single day, all performances shall be pursuant to the Call Time Minimums of a show call. All rehearsals including dress rehearsals on days including a performance shall be interpreted as straight hours similar to that of a "load-in's" sound-check.

Section 8.7. Break in Service.

- a. A break between shows on multiple show days occurs fifteen minutes after the final curtain of the previous show. The next performance period begins thirty

minutes prior to the advertised curtain of the next show with, potentially, hours of straight time added for continuity added per show's need or request.

- b. A break occurs once load in has been facilitated to "show ready".
- c. A break occurs once the day's final performance curtain is in and before load out begins.

Section 8.8. Cancellation. In case of a cancellation, except by Act of God or any unavoidable accident, all Employees called and reporting to work shall be paid pursuant to Section 8.5. Call Time Minimums, or applicable yellow card agreement for their single next scheduled call, unless twenty-four hours' notice of cancellation has been given.

Section 8.9. 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 a 60-minute meal period to begin after the third hour of work and before the fifth hour of work. At the discretion of the City, an employee may be provided a paid meal period of 30 minutes and the City will provide a fresh meal to the employee. In the event no meal period is provided after working five consecutive hours, the employee will receive 1 ½ times their hourly rate until such meal period is provided. The Union Steward and Head Electrician shall be required to take a meal break unless directed otherwise.

Section 8.10. 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 by the employee.

Section 8.11. 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 8.12. Training. Employees shall be required to attend compliance training. In addition, no employee will be allowed to operate or set up any and all City equipment unless first trained by qualified staff. 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 training.

Section 8.13. 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 8.14. Clocking In/Out. All employees assigned to work shall punch in prior to commencing work and punch out after work using the City's time clock system. Employees shall receive permission from Production Manager or Asst Production Manager to end their assignment and they shall sign their timecard.

Section 8.15. Timesheets. Employees shall be required to record all time worked by paper or electronic means as determined by the City.

Section 8.16. Criminal Background Investigations. The City may conduct criminal background investigations, as deemed necessary and appropriate.

Section 8.17. Safety. The City agrees to provide reasonable safeguards for employees covered by this agreement at all times.

Section 8.18. Workers' Compensation. Employees will be covered by the City's Workers' Compensation insurance policy.

Section 8.19. 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 8.20. 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, 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.

Management shall place all calls for Extra Help Stagehands with the Union at least three (3) weeks prior to the event. 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 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.

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

ARTICLE 10 WAGES

Section 10.1. Wages. Employees will receive a 3% increase retroactive to May 1, 2024, for all employees on payroll at time of ratification. Wage rates are outlined in Appendix B.

Employees will receive a 3% increase effective May 1, 2025, over the May 1, 2024, wages. Wage rates are outlined in Appendix B.

Employees will receive a 3% increase effective May 1, 2026, over the May 1, 2025, wages. Wage rates are outlined in Appendix B.

At the BCPA crew heads shall include head carpenter, head electrician, head fly-man/deckhand, head audio, head wardrobe or head props.

In the event the City needs a Video Operator at either facility such position will be paid at the Arena Worker rate.

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. for Yellow Card shows and between the hours of midnight and 8:00 a.m. for non-yellow card shows.

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 Eve, 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. Paid Leave Time. Leave time will be available based on the hours worked (not paid) from the previous month. Any eligible leave time shall be paid at the stagehand rate of pay.

Section 10.6. Live Recording - Video and Audio.

Commercial Live Recording Purposes: Any streaming digital reproduction, film, video or audio recording reproduced or transmitted for sale. All local union crew members performing services for Commercial Purposes under this Agreement shall be compensated at one and one-half their applicable performance regular rate for the employee's classification for the duration of the show call. This does not apply to load-in and load-out.

Non-Commercial Live Recording Purposes: Any streaming digital reproduction, video or audio recording NOT produced for sale or transmitted for sale, including public radio or television. All local union crew members performing services for non-Commercial

Purposes under this Agreement shall NOT be compensated at one and one-half applicable performance regular rate for the employee's classification for the duration of the show call.

Section 10.7. 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 8.9. Meal Period.

ARTICLE 11 GENERAL PROVISIONS

Section 11.1. Employee List. Upon request of the Union the City shall supply a list of employees covered by this agreement.

Section 11.2. Employee Termination. Employees that have not been paid during a one year period will be terminated from the City payroll.

Section 11.3. IMRF Participation. On a monthly basis, the City will provide the Union with a list of those individuals that will be ineligible to work for a period of time to avoid mandatory participation in IMRF. The list will include information on when the employee can be scheduled and the approximate number of hours the employee will be eligible to work. Employees deemed to be ineligible will not be scheduled to work unless approved by the City in advance. If an employee is enrolled in IMRF at the City's discretion, the City may notice the Union that the employee is ineligible to work for a period of time to avoid continued qualification for IMRF.

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 and/or Arena, 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 parties 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 May 1, 2024 and shall remain in effect until

11:59 P.M. on April 30, 2027. 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.

In Witness WHEREOF, the parties hereto have set their hand this 29th day of October 2024.

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.

Thomas "Craig" Chladny
Thomas "Craig" Chladny

Michael Irvin
Michael Irvin

Sarah McAlexander
Sarah McAlexander

Cavanaugh, Dan
Daniel Cavanaugh Wozniak

City of Bloomington, IL

Eric Manuel
Eric Manuel
Production Manager

Anthony Nelson
Anthony Nelson
Arts & Entertainment Department Director

Angie Brown
Angie Brown
Asst. Human Resources Director

Nicole Albertson
Nicole Albertson
Human Resources Department Director

Jenna Finnegan
Jenna Finnegan
Asst. Corporation Counsel

Jeff Jurgens
Jeff Jurgens, City Manager

ATTEST

/s/ Leslie Smith-Yocum
Leslie Smith-Yocum, City Clerk



APPENDIX A - Job Descriptions

Updated Job Descriptions – Employees will be paid in accordance with the wage table or contract language. No change in practice unless identified in the City Wage Proposal.

Stagehands (BCPA & Arena)

- Demonstrate the ability to understand and follow directions.
- Provide manual labor for the set-up, show run and tear down of a show production, production equipment, as assigned by Crew Lead, steward, production manager or touring production crew.
- Should have a general knowledge of the setup, use during the show, and strike of stage construction, stage electrics, stage / theater lighting, stage/ theater audio, production video/projection, and stage / theater props.
- Will be setting up, and testing lighting, sound, video, props, and other production equipment according to production requirements.
- Will be building sets and performing a variety of backstage task as assigned.
- Will be ensuring that lighting, sound, and other production equipment is plugged into the correct power and /or control source.
- Work cooperatively with other show staff, Touring Production Crew and Production Manager.
- Work under pressure in a safe and professional manner.
- Assisting performers with wardrobe changes backstage.

Crew lead (Video, Props, Carpentry Departments) (BCPA & Arena)

- Responsible for all stagehands assigned to their production department.
- Will ensure that all production equipment and stagehands assigned to then work in a safe and productive manner.
- Demonstrate the ability to understand and follow directions.
- Work cooperatively with other show staff, Touring Production Crew and Production Manager.
- Work under pressure in a safe and professional manner.

Lead Rigger (BCPA & Arena)

- ETCP certified required.
- Lead Riggers works with the touring production Head Rigger and or the Production Manager to install all production rigging needs safely, securely, and in with in the allotted schedule for current production.
- The Lead Rigger make sure all Up riggers are to always be connected to safety lines and systems to prevent any accidental falls.
- The Lead Rigger makes sure all rigging is installed to the correct Production / Theater standards.
- The Lead Rigger works with touring production Head Rigger to make sure all rigging points drop where the show needs them.
- Demonstrate the ability to use proper OSHA approved safety equipment.
- Demonstrate the ability to understand and follow directions.
- Work cooperatively with other show staff, Touring Production Crew and Production Manager.
- Work under pressure in a safe and professional manner.
- Safely work at height on catwalks, stairs, and beams

Up Rigger (BCPA & Arena)

- ETCP preferred.
- Up Riggers works with the Lead Rigger, Down Rigger, touring production Head Rigger and or the Production Manager to install all production rigging needs safely, securely, and in with in the allotted schedule for current production.
- Up rigger makes sure all rigging is installed to the correct Production / Theater standards.

- Demonstrate the ability to understand and follow directions.
- Work cooperatively with other show staff, Touring Production Crew and Production Manager.
- Work under pressure in a safe and professional manner.
- Safely work at height on catwalks, stairs, and beams
- Properly rig points to a beam, both dead hang and bridle points
- Properly let in both a 1 ton and 2-ton bridle and dead hang point
- Demonstrate the ability to use proper OSHA approved safety equipment.

Down Rigger (BCPA & Arena)

- Provides all necessary support for the up-riggers during install and strike of stage / theater rigging equipment.
- Must have working knowledge of proper stage/ theater rigging equipment.
- Responsible for the safety of the up-riggers and a ground crew around each rigging point being installed.
- Must have working knowledge of stage/ theater chain motor systems.
- Must know the correct way to pack the rigging elements in the crates during strike of production equipment.
- Demonstrate the ability to understand and follow directions.
- Work cooperatively with other show staff, Touring Production Crew and Production Manager.
- Work under pressure in a safe and professional manner.
- Properly build points on the ground
- Demonstrate the ability to use proper OSHA approved safety equipment.
- ETCP preferred.

Truck Loader (BCPA & Arena)

- Loaders load and unload all stage / theater production equipment from production vehicles such as straight trucks and semi-trucks.
- Demonstrate the ability to understand and follow directions.
- Work cooperatively with other show staff, Touring Production Crew and Production Manager.
- Work under pressure in a safe and professional manner.

Board Operator – Lighting (Arena & BCPA)

- Supervise the Lighting crew during the Lighting load in, focus, and strike of all Lighting Production equipment.
- Operate complex house lighting needs and lighting console(s).
- Ensure all lighting equipment is set up in a safe manner and adheres to professional standards.
- Ensure all lighting equipment is set up according to touring production and or Production Manager standards and maintained throughout the run of a given production, presentation, event, or rental.
- Maintain a safe working environment for lighting load in, show and load out crews.
- Report all accidents/incidents immediately to the Production Manager.
- Assist other Departments with setup, strike and restore of all show equipment including set, props, rigging, projections, and audio when applicable.

QUALIFICATIONS:

- Extensive knowledge of lighting control systems, lighting hardware, equipment and is familiar with lighting design techniques.
- Experience reading lighting plots and associated paperwork.
- A thorough understanding and working knowledge of DMX controlled equipment and DMX universes
- LED and moving light experience required.
- Ability to work within the confines of the production schedule and meet deadlines.
- Work cooperatively with other show staff, Touring Production Crew and Production Manager.

- Ability to work well under pressure.
- Excellent communication skills.
- Strong organizational skills.
- Ability to multitask.

House Electrician / Lighting Crew Lead / Lighting Operator (Arena Only)

DEFINITION: (The Master Electrician, M.E. or "Chief Electrician", supervises all other Electricians working on a production or show. They are sometimes referred to as the Head Electrician or in a touring house, the House Electrician.) According to Theatrical Electrician Handbook IATSE 4 page 3 2011 version 2 http://www.iatselocal4.org/Docs/Study_Guides/Theatrical_Electrician_Handbook_Rev2.pdf

JOB DESCRIPTION

- Supervise the Lighting crew during the Lighting load in, focus, and strike of all Lighting Production equipment.
- Perform Electrical Cam-lok TIE -IN and Tie-Out power connections.
- Perform Power-ON and Power-Off of Arena Production Power connections.
- Operate the House lights and lighting console(s).
- Ensure all lighting equipment is set up in a safe manner and adheres to professional standards.
- Ensure all lighting equipment is set up according to touring production and or City of Bloomington Production Manager standards and maintained throughout the run of a given production, presentation, event, or rental.
- Maintain a safe working environment for lighting load in, show and load out crews.
- Report all accidents/incidents immediately to the City of Bloomington Production Manager.
- Assist other Departments with setup, strike and restore of all show equipment including set, props, rigging, projections, and audio when applicable.

QUALIFICATIONS:

- ETCP preferred.
- Extensive knowledge of lighting control systems, lighting hardware, equipment and is familiar with lighting design techniques.
- Experience reading lighting plots and associated paperwork.
- A thorough understanding and working knowledge of DMX controlled equipment and DMX universes
- LED and moving light experience required.
- Ability to work within the confines of the production schedule and meet deadlines.
- Work cooperatively with other show staff, Touring Production Crew and Arena Production Manager.
- Ability to work well under pressure.
- Excellent communication skills.
- Strong organizational skills.
- Ability to multitask.

Steward (BCPA & Arena)

- Responsible for filling and managing labor requirements for stage/ theater preset, restores, and Stage / Theater productions provided by the Production manager.
- Responsible for tracking payroll for all local IATSE and Non-Union Production crew not currently on City of Bloomington stagehand payroll.
- Demonstrate the ability to understand and work with Management Staff
- Work cooperatively with other show staff, Touring Production Crew and Production Manager.

- Work under pressure in a safe and professional manner.

Board Operator – Sound (Arena & BCPA)

- Working knowledge on the operation of current and future Sound boards.
- Must be able to correctly “dial out” any audio feedback issue that occur during a production.
- Must be able to correctly set up, maintain and strike the wireless microphones used during a production.
- Must be able to correctly set up, maintain and strike the backstage communications system.
- Ability to work within the confines of the production schedule and meet deadlines.
- Ability to work well under pressure.
- Excellent communication skills.
- Strong organizational skills.
- Ability to multitask.
- Work cooperatively with other show staff, Touring Production Crew and Production Manager.
- Work under pressure in a safe and professional manner.

Wardrobe Lead (Arena)

- Responsible for the stagehands that have been assigned to wardrobe for the production
- Crew responsibilities consists of but is not limited to, sewing costumes, laundering costumes, assisting cast in and out of costumes for the duration of a performance.
- Ability to work within the confines of the production schedule and meet deadlines.
- Ability to work well under pressure.
- Excellent communication skills.
- Strong organizational skills.
- Work cooperatively with other show staff, Touring Production Crew and Production Manager.
- Ability to work under pressure.
- Ability to multitask.

Forklift Operator (Arena)

- Is responsible for forklift operation as required by the road crew, steward, and /or Production Manager.
- Oversees the safe operating conditions of the loading area.
- Must have forklift ready to go at call time.
- Knows ahead of time where to find fresh fuel tanks, so tank changes can be made immediately.
- Ability to work within the confines of the production schedule and meet deadlines.
- Ability to work well under pressure.
- Excellent communication skills.
- Strong organizational skills.
- Ability to multitask.
- Work cooperatively with other show staff, Touring Production Crew and Production Manager.
- Ability to work under pressure.
- All forklift drivers must be certified.

APPENDIX B – Wage Tables

APPENDIX B						
Wage Table						
		2024	2025	2026		
Position		Hourly Rate	Hourly Rate	Hourly Rate		
Non Union Labor (BCPA & Arena)		\$ 19.48	\$ 20.06	\$ 20.66		
Stagehands (BCPA & Arena)		\$ 23.80	\$ 24.52	\$ 25.25		
Non-Union Truck Loader (BCPA & Arena)		\$ 22.73	\$ 23.41	\$ 24.12		
Arena Worker 1 (Payroll Classification)		\$ 27.06	\$ 27.87	\$ 28.71		
	Down Rigger (Arena)	\$ 27.06	\$ 27.87	\$ 28.71		
	Wardrobe Lead (Arena)	\$ 27.06	\$ 27.87	\$ 28.71		
	Fork Lift (Arena)	\$ 27.06	\$ 27.87	\$ 28.71		
	Board Operator (Sound and Light) (Arena)	\$ 27.06	\$ 27.87	\$ 28.71		
	House Electrician Non-ETCP (Arena)	\$ 27.06	\$ 27.87	\$ 28.71		
Down Rigger (BCPA)		\$ 25.90	\$ 26.68	\$ 27.48		
Board Operator (Sound and Light) (BCPA)		\$ 25.90	\$ 26.68	\$ 27.48		
Crew Heads (BCPA & Arena)		\$ 24.90	\$ 25.64	\$ 26.41		
Up Rigger (BCPA & Arena)		\$ 35.72	\$ 36.79	\$ 37.90		
Lead Rigger (BCPA & Arena)		\$ 39.29	\$ 40.47	\$ 41.68	ETCP RIGGING REQUIRED FOR LEADS - NO EXCEPTION	
House Electrician - ETCP (Arena)		\$ 34.63	\$ 35.67	\$ 36.74	LIGHTING LEAD / CREW HEAD IS HOUSE ELECTRICIAN. ETCP ELECTRICS CERTIFIED.	
Steward (BCPA & Arena)		\$ 35.72	\$ 36.79	\$ 37.90		