



**IATSE Local 635  
Downtown Winston-Salem Partnership  
Agreement**

December 1, 2006

**This Agreement is made and entered into between the Downtown Winston-Salem Partnership (hereinafter referred to as the “Employer”) and IATSE Local 635 (hereinafter referred to as the “Union”) of the International Alliance of Theatrical Stage Employees.**

## **I. Recognition**

The Employer acknowledges and agrees that the Union has demonstrated to its satisfaction that the Union represents a majority of the Employer’s employees in an appropriate bargaining unit. Accordingly, the Employer hereby recognizes the Union as the exclusive Collective Bargaining Representative under Section 9(a) of the National Labor Relations Act of the Employer’s employees in the following bargaining unit:

All employees engaged in, but not limited to, Stagehand, Carpentry, Rigging, Lighting, Electrical, Sound, Painting, Properties, Wardrobe, Pyrotechnics, Video Camera Operation, Truck Unloading and Truck Loading work at the Employer’s facilities or events.

As IATSE Local 635 is a member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and allied Crafts of the United States, its Territories and Canada nothing in this agreement shall ever be construed to interfere with any obligation IATSE Local 635 owes to such International Alliance by reason of a prior obligation, provided that the foregoing shall in no event be construed or applied so as to contravene any applicable Federal or State Law.

## **II. Covered Work**

This Agreement covers all work performed by or on behalf of the Employer in connection with the production, performance and/or presentation of any theatrical shows, concerts, meetings and events, including those held in or about the Employer’s facilities. This clause shall not preclude normal work performed by members of a road crew of a traveling attraction.

## **III. Hiring**

1. Whenever the need arises for work to be performed that is covered by this Agreement, the Employer will notify the Union at least 48 hours in advance of the call and request referral of the persons needed.

2. The Union will refer qualified persons to the Employer.

3. The Employer may reject any persons referred by the Union if it determines that such persons are not competent to perform the work. The Employer shall present any rejections in writing to the Union.

**IV. Wages**

1. Employees shall be paid at the rates shown in Pay Rate schedule A.

**A. PAY RATES**

<b>Description</b>	<b>Rate</b>
<b>HAND RATES:</b>	
Stagehands, Utility Painters, Truck Loaders, Wardrobe, and General Shop Hands	14.00/hr
Half Day Rate: (6 consecutive hours)	106.00
Full Day Rate: (up to 15 consecutive hours between 8AM and 12PM)	250.00
<b>HEAD RATES:</b>	
Crew Heads, Fly Persons, Forklift Operators, Follow Spot Operators, Light & Sound Board Operators, On-Site Stewards, OSHA Certified Operators, Set Painters, Wardrobe Heads, and any non-Rigging work that requires fall protection	16.25/hr
Half Day Rate: (6 consecutive hours)	126.50
Full Day Rate: (up to 15 consecutive hours between 8AM and 12PM)	290.00
<b>HAZARDOUS WORK &amp; SPECIALTY SKILLS:</b>	
Riggers, Scenic Artists and Video & Camera Operators	23.00/hr

2. The above hourly wage rates are minimums and employees are entitled to negotiate better conditions with the Employer on an individual basis, provided that any resulting agreement may not abrogate any of the conditions of this Agreement. Any employee enjoying better conditions will not have his or her wages, benefits hours and working conditions reduced in any way as a result of this Agreement.

3. All calls are made at four (4) hour minimums. Callbacks and call returns after one hour unpaid meal breaks off the clock are made at two (2) hour minimums. A fifth hour may be added to a call. All hours worked above minimums shall be equated in half (0.5) hour increments.

4. All hours worked over ten (10) in a day shall be paid at one & one half times (x1.5) the position rate.

5. All hours worked over forty (40) in a week shall be paid at one & one half times (x1.5) the position rate.

6. All hours clocked between 12:00 midnight and 8:00AM will be paid at one & one half times (x1.5) the position rate.

7. Employees shall not be replaced for the purpose of avoiding overtime pay.

8. There shall be no pyramiding of overtime.

9. Employees shall be given twenty-four (24) hours notice if the position they were originally called for changes to a position with a lower rate. In the event that twenty-four (24) hours notice is not given, the employee shall be paid at the higher rate for the position they were originally called for the first four hours of the call.

10. There will be annual per hour wage increases beginning at 12:00AM January 1st of each year's season shown per schedule B.

**B. SCHEDULED INCREASES OF BASE RATES**

Description	2006-08	2009	2010	2011
<b>HAND RATES</b>	14.00/hr	14.55	15.15	15.80
4 hour call	56.00	58.20	60.60	63.20
Half Day Rate	106.50	110.00	114.00	119.00
Full Day Rate	250.00	260.00	272.00	287.00
<b>HEAD RATES:</b>	16.25/hr	16.80	17.40	18.05
4 hour call	65.00	67.20	69.60	72.20
Half Day Rate	130.00	135.00	141.00	146.00
Full Day Rate	290.00	300.00	312.00	327.00
<b>HAZARDOUS &amp; SPECIALTY</b>	23.00/hr	23.50	24.00	24.50
4 hour call	92.00	94.00	96.00	98.00
For total producer costs please see rate card schedule E.				

**Explanation of Half-Day Rate**

1. The Half-Day Rate is a flat rate to be used for the purpose of covering shows and events that load in, run and load out within a six (6) hour period. The other way that such a show can be billed is as three (3) separate four (4) hour calls.

2. Meal Compensation is included in the Half-Day rate.

3. The seventh hour on a Half-Day Rate shall be equated to one and one-half (1.5) times the appropriate rate for each position.

4. The choice to apply the Half-Day rate shall be made in a timely manner prior to the call so that employees may be appropriately prepared.

5. Under no circumstances shall a Half-Day Rate apply to a call that runs beyond 7 hours.

6. If there is any possibility that such an event should run beyond 7 hours, the Business Representative or designee should be contacted immediately to address the special circumstances arising from this situation.

### **Explanation of Full-Day Rate**

1. The Full-Day Rate is a flat rate negotiated to allow the Employer to hire employees to work in any location or venue where there is no standing agreement. The employee(s) shall be responsible for coordinating regular breaks and meal breaks with the Employer so that each employee has the opportunity for two (2) meal breaks at reasonable intervals during that day while providing for the technical needs of the production.

2. Employer provided meals for the crew at regular intervals of four (4) to five (5) hours would not only be appreciated, but would also decrease crew time spent off site procuring meals.

3. While working at the Full-Day Rate, all work performed beyond fifteen (15) hours shall be equated at one and one-half (1.5) times the appropriate rate for each position.

4. The choice to apply the Full-Day rate shall be made in a timely manner prior to the call so that employees may be appropriately prepared.

5. No meal compensation is required while working at the Full-Day Rates.

### **V. Staffing Requirements**

1. An on-site working Steward shall be designated to supervise crew calls of eight (8) or more people.

2. For the purposes of safe Rigging, there shall always be at least one (1) Rigger on the ground and at least one (1) Rigger on the ground for every two (2) Riggers in the air. (Example: 1 air, 1 ground, 2 air, 1 ground; 3 air, 1 ground; 4 air, 2 ground; etc.)

### **VI. Work Week**

The workweek is defined as the period from 8:00am Monday through 7:59am the following Monday.

## **VII. Meals and Breaks**

1. There will be a fifteen (15) minute break after every two (2) hours of work.
2. A meal break of one (1) hour, off the clock, will be given no later than after every five (5) hours of work. If the Employer provides a hot meal on the job site, a break of thirty (30) minutes, on the clock, will be sufficient and all subsequent hours worked shall be equated in one-hour increments.
3. If a meal break is not given by the end of five (5) hours worked, each employee shall be paid at one & one half times (x1.5) the prevailing rate and shall receive an additional ten dollars (\$10.00) for each four hour period past the initial 4 hour call, or portion thereof, until a meal break is given.
4. Provisions shall be made for restroom facilities during work hours.

## **VIII. Cancellation of Calls**

Employer shall give at least thirty-six (36) hours notice of cancellation for all calls. In the event that thirty-six (36) hours notice is not given for the cancellation of a previously arranged call, the Employer shall be billed for one four (4) hour call at the appropriate rate per each employee. In the event that less than eighteen (18) hours notice is given, the Employer shall be billed for all cancelled calls at the appropriate rate not to exceed two (2) four hour calls per each employee.

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (I) by causes beyond that party's reasonable control and occurring without its fault or negligence. Causes include, without limitation, natural causes (snow, ice, wind storms, etc.), physical disability, the acts or regulations of public authorities, civil tumult, war, epidemic, interruption or delay of transportation service or any case beyond the reasonable control of the Employer or the Union to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt notice, with full details following the occurrence of the cause for any cancellation relied upon.

## **IX. Holidays**

The following holidays are observed under this Agreement base on Federal Statute Holidays as listed below.

Any employee working on a holiday shall receive two times (x2) the employee's appropriate rate for the first ten (10) hours worked, and two and one half times (x2.5) the employee's appropriate rate for all hours clocked after ten (10) hours and between the hours of 12:00 Midnight and 8:00am.

The following are Federal Statute holidays:

- New Year's Day, January 1
- Martin Luther King's Birthday, 3rd Monday in January
- Washington's Birthday, 3rd Monday in February
- Easter - First Sunday after the first full moon after the vernal Equinox
- Memorial Day, last Monday in May
- Independence Day, July 4
- Labor Day, 1st Monday in September
- Columbus Day, 2nd Monday in October
- Veterans Day, November 11
- Thanksgiving Day, 4th Thursday in November
- Christmas Day, December 25

There may be times when other days are declared to be holidays by Federal statute or Executive order.

Any request for holidays to be modified or considered as regular workdays to accommodate a production schedule shall be negotiated in advance with the Business Representative.

**X. Travel**

For jobs outside of a 35-mile radius of Winston-Salem, North Carolina’s recognized city center, employees shall be paid straight time for travel to and from the job site. For the purpose of this agreement the city center of Winston-Salem is at the intersection of Fourth and Main Streets. Reasonable hotel accommodations and a minimum Per Diem of thirty-five dollars (\$35.00) per day will be provided when necessary.

**XI. Payroll Services**

The Employer acknowledges that Entertainment Labor Services (ELS) has demonstrated to its satisfaction that ELS is recognized as the payroll company for the Union. ELS shall invoice the Employer for all hours of the Employees according to the previously stated rates and conditions, Health and Annuity Contributions as outlined in Article XII, plus twenty-five percent (25%) to cover all Federal, State, Local & Unemployment Taxes, Workers Compensation Insurance, and Administrative costs with adjustments to reflect current tax law.

Wages and Benefit Contributions for Employees must be paid to ELS within 14 days of the original invoice. ELS service fees are subject to increases and decreases because of increases or decreases that may occur on Federal, State, Local and Unemployment Taxes and Workers Compensation Insurance.

**XII. Health & Annuity Contributions**

Health & Annuity Benefit Contributions: In order to provide certain pension and welfare benefits to the employees covered under this agreement, the Employer shall contribute a sum of money equal to \$8.00 per four (4) hour call \$12.00 Per Half Day, \$32.00 for a Full Day and \$2.00 per each additional hour billed. The Contributions will be divided between the two I.A.T.S.E. National Benefits Funds with biennial increases of 5% beginning at 12:00 AM January 1, 2009 and continuing through the term of this agreement as stated in Article XVI of this Agreement.

**Health and Annuity Benefits Contribution Chart:**

<b>CALL TYPE</b>	<b>2006-2008</b>	<b>2009</b>	<b>2011</b>
Std. 4 Hour Call:	\$8.00/call	\$8.40/call	\$8.82/call
Half Day Rate:	\$12.00/half day	\$12.60/half day	\$13.23/half day
Full Day Rate:	\$32.00/full day	\$33.60/full day	\$35.28/full day
Additional Hours:	\$2.00/hour	\$2.10/hour	\$2.21/hour



**XIII. Check off**

The Employer acknowledges that each pay period ELS shall deduct from each employee’s wages all referral assessments that the employee has authorized in writing to be deducted and to remit the same promptly to the Union. The Union shall hold harmless the Employer from all claims arising from this clause.

**XIV. Changes to this Agreement**

Any additions, deletions or changes to this Agreement shall be negotiated by the Employer and the Business Agent or President of IATSE Local 635 and must be put in writing. If during the term of this Agreement, the parties enter into a successor agreement, the parties agree that the terms of the successor agreement must also be put in writing and will supersede the terms of this Agreement.

In the event any clause of this Agreement is declared illegal, it shall not prevent the rest of this Agreement being in full force and effect.

**XV. No Waiver**

The Union’s Business Representative or his or her designee may waive or delay enforcing any of their rights under this Agreement without losing them.

**XVI. Term of this Agreement**

The term of this Agreement shall be effective from 12:00 AM December 1, 2006 until 11:59 PM, December 31, 2012. Both parties agree to meet at least sixty (60) days in advance of the expiration of this Agreement to discuss its renewal.

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<b>For the Employer</b>	<b>Date</b>
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<b>For the Employer</b>	<b>Date</b>
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<b>For IATSE Local 635</b>	<b>Date</b>

**SCHEDULE E**

**RATE CARD: December 1, 2006 – December 31, 2009**

Description	2006-08	Benefits	Subtotal	P.C.	2009	Benefits	Subtotal	P.C.
<b>Factor</b>	<b>RATE</b>	<b>2.00</b>		<b>125%</b>	<b>RATE</b>	<b>2.10</b>		<b>125%</b>
<b>HAND</b>	\$14.00	\$2.00	\$16.00	\$20.00	\$14.55	\$2.10	\$16.65	\$20.81
<b>4 hr call</b>	\$56.00	\$8.00	\$64.00	\$80.00	\$58.20	\$8.40	\$66.60	\$83.25
<b>Half Day</b>	\$106.50	\$12.00	\$118.50	\$148.13	\$110.00	\$12.60	\$122.60	\$153.25
<b>Full Day</b>	\$250.00	\$32.00	\$282.00	\$352.50	\$260.00	\$33.60	\$293.60	\$367.00
<b>HEAD</b>	\$16.25	\$2.00	\$18.25	\$22.81	\$16.80	\$2.10	\$18.90	\$23.63
<b>4 hr call</b>	\$65.00	\$8.00	\$73.00	\$91.25	\$67.20	\$8.40	\$75.60	\$94.50
<b>Half Day</b>	\$130.00	\$12.00	\$142.00	\$177.50	\$135.00	\$12.60	\$147.60	\$184.50
<b>Full Day</b>	\$290.00	\$32.00	\$322.00	\$402.50	\$300.00	\$33.60	\$333.60	\$417.00
<b>SPECIALTY</b>	\$23.00	\$2.00	\$25.00	\$31.25	\$23.50	\$2.10	\$25.60	\$32.00
<b>4 hr call</b>	\$96.00	\$8.00	\$104.00	\$130.00	\$98.00	\$8.40	\$106.40	\$133.00

**RATE CARD: January 1, 2010 – December 31, 2012**

Description	2010	Benefits	Subtotal	P.C.	2011	Benefits	Subtotal	P.C.
<b>Factor</b>	<b>RATE</b>	<b>2.10</b>		<b>125%</b>	<b>RATE</b>	<b>2.21</b>		<b>125%</b>
<b>HAND</b>	\$15.15	\$2.10	\$17.25	\$21.56	\$15.80	\$2.21	\$18.01	\$22.51
<b>4 hr call</b>	\$60.60	\$8.40	\$69.00	\$86.25	\$63.20	\$8.84	\$72.04	\$90.05
<b>Half Day</b>	\$114.00	\$12.60	\$126.60	\$158.25	\$119.00	\$13.26	\$132.26	\$165.33
<b>Full Day</b>	\$272.00	\$33.60	\$305.60	\$382.00	\$287.00	\$35.36	\$322.36	\$402.95
<b>HEAD</b>	\$17.40	\$2.10	\$19.50	\$24.38	\$18.05	\$2.21	\$20.26	\$25.33
<b>4 hr call</b>	\$69.60	\$8.40	\$78.00	\$97.50	\$72.20	\$8.84	\$81.04	\$101.30
<b>Half Day</b>	\$141.00	\$12.60	\$153.60	\$192.00	\$146.00	\$13.26	\$159.26	\$199.08
<b>Full Day</b>	\$312.00	\$33.60	\$345.60	\$432.00	\$327.00	\$35.36	\$362.36	\$452.95
<b>SPECIALTY</b>	\$24.00	\$2.10	\$26.10	\$32.63	\$24.50	\$2.21	\$26.71	\$33.39
<b>4 hr call</b>	\$100.00	\$8.40	\$108.40	\$135.50	\$98.00	\$8.84	\$106.84	\$133.55