

AGREEMENT

Between

THE UNIVERSITY OF MICHIGAN

And

**THE INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, OPERATORS,
ARTISTS AND ALLIED CRAFTS LOCAL 395**

Effective September 1, 2015

Through

August 31, 2019

TABLE OF CONTENTS

	Preamble.....	Page	3
I.	Definitions.....	Page	4
II.	Personnel Definitions.....	Page	4
	A. Stagehands.....	Page	4
	B. Department Heads.....	Page	5
	C. Stewards.....	Page	6
	D. Hands.....	Page	7
III.	Calls and Conditions.....	Page	8
	A. The Request.....	Page	8
	B. Call Locations.....	Page	9
	C. Staffing.....	Page	9
	1. Yellow Card.....	Page	9
	2. Non-Yellow Card.....	Page	9
	3. Staffing – Professional/Academic Endeavors.....	Page	9
	4. Staffing – Student Workers.....	Page	9
	5. Riggers, Loaders and Fork Lift Operators.....	Page	10
	D. The Load-In/Work Call.....	Page	10
	E. Technical Rehearsals.....	Page	11
	F. The Performance Call.....	Page	12
	G. The Changeover Call.....	Page	13
	H. The Loader Call.....	Page	13
	I. The Load-Out/Strike Call.....	Page	14
	J. The Construction Call.....	Page	15
IV.	Overtime.....	Page	15
V.	Miscellaneous.....	Page	16
VI.	Rate of Pay & Benefits.....	Page	16
VII.	Additional Considerations.....	Page	17
	A. Rights of the Employer.....	Page	17
	B. Commercial Taping.....	Page	17
	C. Safety.....	Page	18
VIII.	Conclusion.....	Page	19
.			
Appendix A:	Rate Schedule.....	Page	21
Appendix B:	Agreement with Parking & Transportation Services.....	Page	25

PREAMBLE

In fulfillment of its responsibility as an academic institution, the University of Michigan (hereafter called the University) offers academic courses and student programs in Theatre, Drama, and Music. In support of these academic and student programs, the University will produce theatrical and musical events for the purpose of providing practicum and experience in both Performing Arts and Technical Theatre. Such events will be staged and staffed either entirely or in part by students, faculty, and staff including cooperative arrangements with other educational institutions.

There is no requirement to issue a call to The International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts (hereinafter called IATSE) to exclusively staff such academic and student productions. In the event a call is issued, IATSE may accept or reject the call.

The University recognizes that the significant role served by IATSE employees creates a professional work environment that enhances the ability of the University to offer, with the highest professional standards, a variety of theatrical, musical, and popular entertainment events. It is not the intention of the University, by the utilization of student workers, to diminish or otherwise erode the role of IATSE employees. In that regard, the parties have deliberated and agreed to the conditions stated herein.

THIS AGREEMENT shall be effective September 1, 2015, through August 31, 2019, between the University of Michigan and IATSE Local 395, of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO and will cover all venues within Local 395's jurisdiction where the University of Michigan presents, exhibits and/or produces.

I. DEFINITIONS:

The University of Michigan is a non-profit educational organization that presents professional dance concerts, plays, music, concerts, and other events, as well as provides the opportunity for other organizations to participate as guests of the University of Michigan.

IATSE Local 395 (hereafter referred to as IATSE), of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO, is the duly authorized representative of all employees referred by IATSE, whom the University engages to perform stage work.

This agreement covers all work performed by, for, and/or on behalf of the University in the following **Scope of work**:

Production and/or presentation of professional theatrical shows, concerts, dance concerts, plays, music, and other events, including (but not limited to) employees performing stage carpentry, rigging, electrical, sound, lighting, props, wardrobe, audio-visual, projection, video, truck loading and unloading, fork-lift operation, and other industry recognized stage services.

Calls for work at events that do not involve a paid fee per person attending (whether performers are paid or not), or calls for work at events that involve professional artists performing for free or for a nominal honorarium with students or non-profit organizations registered in the State of Michigan shall be at the discretion of the University in consultation with the IATSE Business Representative. The intent of these types of events would be for educational or community-serving purposes and would have no commercial objective beyond covering costs.

II. PERSONNEL DEFINITIONS

A. Stagehands are individuals who perform entertainment work as carpenters, electricians, sound technicians, property technicians, video technicians, loaders, riggers, wardrobe, makeup/wig technicians, and fork lift operators.

1. **Carpenters** are stagehands who perform work as grips, flymen, deck hands, and/or builders.
 - a. **Riggers** are stagehands who perform specialized work for suspended entertainment equipment in a manner consistent with general practices in the industry.
 - b. All individuals called as riggers shall be qualified to perform the full range of rigger duties.

- c. **Loaders** are stagehands who work loading and unloading trucks.
 - d. **Fork Lift Operators** are stagehands who work loading and unloading trucks as drivers of fork lifts and who have obtained the appropriate current certification.
2. **Electricians** are stagehands who install, operate, and remove entertainment lighting and electronic equipment, including the operation of lighting consoles.
 - a. **Follow Spot Operators** are stagehands who operate followspots.
 - b. **Light-Board Programmers** are stagehands who program LED and/or moving lights.
 3. **Sound Technicians** are stagehands who install, operate and remove sound equipment, including the operation of sound consoles.
 4. **Property Technicians** are stagehands who install, operate, repair, and remove stage properties, and set dressing.
 5. **Wardrobe technicians** are stagehands who prepare, repair, and run costumes.
 - a. **Makeup/Wig Technicians** are stagehands who perform work in preparing makeup, hair needs and hair styles.
 6. **Video Technicians** are stagehands who install, operate, and remove video/projection/camera equipment.
- B. Department Heads** will be appointed by the Business Agent of IATSE Local 395. The first person called in any department shall be designated head on any given call. (Departments are Electrical, Carpentry, Properties, Wardrobe, Sound, Video).

Department Heads will work on the call as team leaders coordinating the work of their departments. For these responsibilities they will be compensated in accordance with Appendix A.

A head electrician will be appointed for every call where any type of stage/theatrical electrical work occurs.

When the University calls a Light-Board Programmer, that person will be paid at the Head Electrician rate for the duration of the call.

C. A **Steward** will be appointed by the Business Agent of IATSE Local 395 for each call.

The responsibilities of the Steward will include recording and reporting the hours worked, and responsibility for the performance of each individual in the group. The Steward is the team leader for all department heads. The Steward cannot also be a department head. The Steward will report to the University. There will be only one Steward per venue per call.

Mutually agreed upon special requests or calls by the School of Music requiring 2 or less stagehands will not require a Steward. Special requests include construction, maintenance, or show installation.

There shall be three classifications of Stewards:

1. Steward Above the Call:

In the event that any given call from the University requires 28 or more departmentalized IATSE Stagehands, or 18 or more non-departmentalized IATSE Stagehands, there shall be designated a Steward Above The Call, meaning in addition to the production required positions.

The Steward Above The Call will be compensated in accordance with Appendix A.

2. Working Steward

The Working Steward will work on the call in their department for which he/she is called. For presentations where departments are not utilized, the Working Steward will function as Head of the Call and supervise all personnel.

The Working Steward will be compensated in accordance with Appendix A.

D. Hands are stagehands who perform work across the customary departmental lines. Hands will be called for load in, performance, strike, changeover and work calls for presentations of "Music Only" concerts (i.e. jazz, popular music, rock & roll, country & western bands, contemporary music and classical music).

1. When "Music Only" presentations require specialized services (such as wardrobe work, design work, projection work, camera work, etc.) those individuals will be called and organized under customary departmental lines and will be separate from the group of "Hands" called to work the event.

2. Presentations that incorporate live music in conjunction with other theatrical elements (such as musical theater, dance, ballet and performance art pieces) do not qualify for the use of "Hands". Crews for these events must be organized according to customary departmental lines.

3. The rate of pay shall be in accordance with Appendix A.

E. An individual stagehand may also have a University appointment, performing work that may or may not relate to stagehand work. In any event, such an individual, when assigned to a call by IATSE, will be paid straight time for the call unless a premium is otherwise provided herein, regardless of the number of hours worked on the University appointment.

F. The University is not required to accept an individual assigned by IATSE to a call. A verbal explanation of the reason(s) for a rejection will be given to the IATSE Business Representative, followed by the appropriate documentation. In the event the University predetermines the disqualification of an individual or, if an individual is disqualified for a period of time rather than an event, the University will notify the IATSE Business Representative in writing stating the reason(s) for disqualification.

In the event of a request for dismissal during a call, the University will provide a verbal explanation to the IATSE Business Representative or Steward of the call followed by the appropriate documentation.

III. CALLS AND CONDITIONS

The call to work is a request to IATSE Local 395 to provide stagehands for a yellow card or non-yellow card event, or for general stage work, projection or other industry recognized work.

Calls to work shall be defined as follows:

1. Load-in/ work call, as further defined in D.
2. Technical Rehearsal, as further defined in E.
3. Performance, Final Dress Rehearsal or Show call (all work related to the operation of a presentation), as further defined in F.
4. Changeover call (changes in any of the physical and/or electrical aspects of the stage), as further defined in G.
5. Loader call, as further defined in H.
6. Load Out/ Strike call, as further defined in I.
7. Construction call, as further defined in J.

A. THE REQUEST

1. The University will communicate in writing the estimated need for stagehands to the Business Representative at least twenty-eight (28) days prior to a performance for which stagehands are needed.
2. The Business Representative of IATSE will confirm the call in writing no later than twenty-one (21) days prior to the performance.
3. The University will endeavor to finalize the specific number of stagehands needed for the call at least one (1) week in advance. Any decrease in staffing between 48 and 24 hours of the call start time will result in the eliminated stagehands being paid a four (4) hour minimum.
4. Any decrease in staffing within 24 hours of the call start time will result in the eliminated stagehands being paid an equivalent of the call hours up to an eight (8) hour maximum. This payment is required regardless of the stagehands being present at the call.

5. A new call issued for an event, previously unscheduled with IATSE, within 48 hours of the call start time shall be billed at one and one-half times (1.5) the prevailing rate.

B. CALL LOCATIONS

Calls will be issued for presentations in theatres, any venues used for public performances, in theatre shops and theatrical storage facilities.

C. STAFFING

The following working conditions apply to all the calls defined in section III, unless further herein specified.

1. Yellow Card

Yellow card carrying events are an industry standard recognized by IATSE and the University as binding and acceptable.

- a. Traveling crew members will be allowed to perform their designated functions.
- b. IATSE will require local standbys for traveling crew members who choose to use house equipment, except for #1 Follow Spot.

2. Non-Yellow Card

Non-Yellow card events are an industry standard recognized by IATSE and the University. It is understood that IATSE will require local standbys for traveling crew members.

- a. The number of stagehands required for any Non-Yellow card call will be determined by show management and the University. The appropriate university management personnel will discuss this with the IATSE Business Representative when there is a question.
- b. Acts will be given leeway in the handling of personal equipment.

3. Staffing - Professional / Academic Endeavors

It is understood that University Productions is a blending of professional and academic endeavor; therefore, it is agreed that the parties will meet to discuss the staffing needs for such events.

4. Staffing - Student Workers

The University accepts full responsibility and liability for the assignment and scheduling of student workers on a call.

5. **Riggers, Loaders, and Fork Lift Operators** will be dismissed from a call by the carpentry department head or by the steward when the University determines that they are no longer needed.
6. A department may be called and released independently of other departments. However, a department may not be reduced during a call except during a Load-out call (see III-I-4).

D. THE LOAD-IN/WORK CALL

The Load-In/Work Call is defined as any pre-performance call requiring: 1) the unloading of trucks; 2) set-up and installation of scenery, scenic elements, and sound, video, and lighting systems; 3) costuming activities; 4) technical activities during rehearsals; 5) theatrical maintenance or work calls; and 6) other related activities.

1. The minimum call will be four (4) hours. The University may exercise the option of working an additional hour without penalty; i.e. fifth hour option.
2. For hands called back from meal break, the minimum call becomes eight (8) hours.
3. All other call backs will be considered a new call with a four (4) hour minimum.
4. Call backs are subject to the same meal penalties as other work calls outlined in item 6 in this section.
5. The University may not replace a stage hand on a job in order to avoid payment of higher rates. The same stagehand shall be kept on the job until its completion.
6. A meal break will occur after each five (5) hours worked, and that break will be mutually determined by the University, event management and the steward of the call.
 - a. If a meal is provided by the University, the break will be a minimum of one-half (1/2) hour with time paid at the prevailing rate.
 - b. If no meal is provided, there will be a minimum one (1) hour unpaid break.
 - c. If there is no break after five (5) hours, one (1) hour of straight time will be added to the prevailing rate, for each hour worked, until a meal break occurs.
 - d. Second Meal Break: Call backs scheduled within two (2) hours require a two (2) hour minimum. If more than a two hour break takes place then the call shall be a four hour minimum.

7. Hourly rates shall be time and one half after eight (8) hours in any one day. Hourly rates for the hours between Midnight and 8:00 AM shall be two (2) times the applicable rate for actual hours worked and revert to the prevailing rate to satisfy minimum hours of the call.
 - a) Pre-show hours shall be included in this clause for the purpose of calculating overtime where applicable.
8. Stagehands working at overtime rates shall remain on overtime until they receive a rest period of not less than eight (8) hours before returning to work on the same production.
9. Scenery for University shows that are built in the University of Michigan campus shops may be loaded out of the shop and into a theatre on the University Ann Arbor Campus by the same crew, and will be considered one call.
 - a) This crew shall not be responsible for the dismantling of scenery in the shop, its preparation for travel, or any construction while scenery is in the shop.

Stage hands on the call will be designated as loader hands to assist university staff in the loading, unloading, and assembly of scenery and equipment, and/or the transportation of same between theatres, shops and storage. Such loader hands will be paid at the rate of 1.5 the prevailing rate for the duration of the call. If loading continues after a meal break, the stage hands will remain at Loader Hand rate for the entire call back.
10. While reduction of a department's crew size between contiguous calls during a load-in/work call cannot be required by the University, adjustments may be made between day calls (or after a minimum eight [8] hours rest) for the purpose of conforming to the work at hand with consultation of the Steward and/or the Business Representative of IATSE.

E. TECHNICAL REHEARSALS

1. Technical Rehearsals do not approximate real time audience conditions (i.e. Cue-To-Cue; Stop/Start; No full wardrobe).
 - a. Minor maintenance and/or touch-up work pertaining to the Technical Rehearsal will be allowed when the Steward of the Call and the University agree upon the scope of the work.
2. The minimum call shall be four (4) hours.

F. THE PERFORMANCE CALL

1. A performance call is a call for the specific purpose of the presentation of a performance or preview for an audience, or a final dress rehearsal intended to approximate audience conditions.
 - a. When no audience will be present for a Final Dress rehearsal, the “curtain up” time may be adjusted to allow for minor work such as curtain call rehearsal or performer preparation without requiring pre-show hours, provided the call does not exceed four (4) hours.
2. A performance call is four (4) hours with the call beginning at one-half (1/2) hour before the scheduled performance time.
 - a. Time worked on a performance call in excess of four (4) hours shall be paid at time and one half the prevailing hourly rate.
 - b. Time worked prior to one-half (1/2) hour before the performance call shall be paid at the prevailing rate and does not accrue toward the four (4) hour show call. However pre-show hours may be included in total Load-in/Work call hours for the purpose of calculating overtime when applicable.
 - c. Time worked prior to one-half (1/2) hour before the performance call shall not exceed two (2) hours.
3. Compensation for a performance call is a flat fee in accordance with Appendix A.
4. Compensation for back-to-back performances, whereby the show is repeated after an intermission to clear and refill the house, is a flat fee in accordance with Appendix A.
5. A “Youth/School” attraction is defined as a performance for a student or youth organization audience where a costs-only fee is charged to the school or organization, if any fee is charged at all.

Compensation for a single performance for Youth/School attractions with a total running time of seventy-five (75) minutes or less per show shall be a flat rate of \$95.00 per show for hands and \$105.00 per show for heads and stewards, on days when a second call for the same presentation is issued by the University within eight (8) hours of that performance. When no second call is issued by the University during an eight (8) hour period, a basic performance call will be compensated in accordance with Appendix A.

6. Compensation for back-to-back performances for Youth/School attractions with a total running time of seventy-five (75) minutes or less per show shall be a flat rate of \$95.00 per show for hands and \$105.00 per show for heads and stewards. Back-to-back shows that run over seventy-five minutes in length will be compensated in accordance with Appendix A.

7. Rackham Auditorium

For small presentations utilizing three (3) or fewer stagehands, and whose Load-In duration does not exceed 2 hours, the combined Load-In/Performance/Load-Out call shall be compensated at eight (8) hours, at the prevailing rate.

8. "Continuity" is post-performance work required to maintain and or reset a production through multiple performances. Continuity is not intended to be used for changeover between different productions or substantial technical work. A continuity hour shall be paid at time and one half but is subject to prevailing rules such as time of day and meal penalties as applicable. The continuity hour begins at the time the event ends (curtain down). Any post-performance work requiring more than one hour will be a four hour minimum work call.

G. THE CHANGEOVER CALL

The Changeover call is issued to facilitate the performance of a second complete piece of work by the same artist or company and requires the purchase of a second ticket for that performance.

IATSE and the University will meet to determine which post-performance calls will be designated Load-Out Calls and which shall be called Changeover Calls.

1. The minimum changeover call for all stagehands working the call is four (4) hours.
2. When the loading or unloading of vans or buses is necessary as part of a changeover call, then loader/hands may be added to the call. If truck loading is required, then the language under Loader Call would be applied.
3. The changeover call will be subject to the same meal break requirements as other calls explained in section III D 6.

H. THE LOADER CALL

It is recognized by both parties that the loading and unloading of large and/or tightly packed trucks requires knowledge and skill of experienced loaders. Loaders or loader/hands shall be called for the purpose of the loading and unloading trucks, vans, buses and all other vehicles containing any and all entertainment/technical equipment to be used in productions presented by the University. Fork lift operators shall be called as required.

1. The Loader call will be a minimum of four (4) hours.
2. When an act arrives with no equipment other than a hand carried bag and/or hand carried musical instrument, no loaders shall be called, unless the Steward and the University concur otherwise.

3. When more than two (2) loaders are required, additional loaders shall be called in groups of two (2).
4. Loader/Hands may be called in place of separate loaders for trucks 26' feet or less in length or other conveyances. However, the loader/hand classification is not intended for productions that have large or densely packed trucks.
 - a. For trucks 14' or less, a minimum of 2 loaders or loader/hands will be called.
 - b. For trucks longer than 14', a minimum of 4 loaders will be called.
 - c. The Steward of the Call, with concurrence from the University, may designate any working stagehand as a loader/hand anytime during a call and all hours for that call will be paid at the loader/hand rate.
5. During the call, when equipment arrives in Presenter and/or Promoter's vehicles, the University shall discuss the need for loaders or loader/hands with the Business Representative or Steward of the Call.
6. Significant drop-shipped show equipment arriving in advance of the Load-in shall require loader/hands as agreed to by the University representative and the Business Representative.
7. The rate of pay for Loaders and Loader/Hands shall be in accordance with Appendix A.

I. THE LOAD-OUT/STRIKE CALL

The Load-Out/Strike call is defined as a post-performance call requiring the complete removal of an event from the theatre and the restoration of the theatre to its original condition. The Load-Out/Strike call will be determined prior to the release of the set-up crew.

1. The minimum Load-out call is four (4) hours at the prevailing hourly rate.
2. Stage-down calls following Load-out calls shall be a minimum of four (4) hours.
3. Time worked in excess of four (4) hours will be paid at time and one-half the prevailing hourly rate.
4. Should the Load-out call exceed four (4) hours, the number of stagehands on a departmentalized call may be reduced by department, only with mutual agreement between the University and the Steward of the call to a level of staffing appropriate to the amount of work remaining.
5. Should the Load-out call exceed four (4) hours, the number of stagehands on a non-departmentalized call may be reduced, only with mutual agreement between the

University and the Steward of the call, to a level of staffing appropriate to the amount of work remaining.

6. Load-out call hours after 1:00 AM will be compensated at two (2) times the applicable rate for actual hours worked and revert to the prevailing rate to satisfy minimum hours of the call.
7. When deemed appropriate by both the University and the Steward, stagehands who are called to work a Load-out call and who have worked the Performance call that immediately precedes the Load-out call, will receive a one-half hour paid meal break immediately following the end of the performance. Food for this meal break will be provided by the University. The Load-out call shall commence upon completion of the one-half hour meal break.
8. While restoration of event spaces to their standard state of preparedness as possible is mutually expected, major equipment installations such as sound systems, dimming systems, trussing, flooring, staging, seating, followspots, and projectors may be left in place provided IATSE labor is called for removal of such installations when originally installed by IATSE.

J. THE CONSTRUCTION CALL

Stagehands will be provided, as requested, to construct scenery, scenic elements, or electrical and sound systems.

1. The minimum call shall be (5) hours.
2. Overtime shall be paid at the rate of time and one-half for hours worked in excess of eight (8) hours in a day or forty (40) hours per week.
3. If there are two or fewer stagehands requested on a Construction call for the School of Music, except when a stagehand is requested by name, the stagehand will be paid at the stagehand base hourly rate for an eight (8) hour minimum, and not designated as a department head.

IV. OVERTIME

- A. Overtime may not be compounded. However, for continuing work on the same event stagehands working on overtime shall remain on overtime until they receive a rest period of not less than eight (8) hours.
- B. A stagehand may not be replaced on a call in order to avoid payment of higher rates. The same stagehand must remain on the call until its completion.
- C. With exception of a Load-out call, stagehands assigned to all calls that begin on or after 12:00 midnight and before 6:00 a.m. will be paid at the rate of double time for that call.

- D. Stagehands assigned to a call beginning on or after 6:00 a.m. will be paid at the rate of double time for the hours between 6:00 a.m. and 8:00 a.m. with straight time for the rest of the call.
- E. Overtime premiums shall not be compounded or paid twice for the same time worked.

V. MISCELLANEOUS

- A. On any call, coffee breaks or other allowed time breaks shall be arranged in accordance with the show production requirements and in a manner that will not impede the continuous work of the call. No Steward of the Call shall initiate a break without prior consultation and agreement with the University.
- B. The University Payroll Office will deduct an amount for dues determined by Local 395 to be deducted from stagehands' pay. The dues will be paid monthly to the Local.
- C. Stagehands who are hired to perform pre-production consultation shall be paid an hourly fee in accordance with Appendix A.
- D. IATSE will provide the University with a current list of stagehands who will be eligible to purchase parking permits at the prevailing rate. Parking permits and/or AVI device shall be purchased through the Office of Parking Operations, in accordance with Appendix B.

VI. RATE OF PAY & BENEFITS

See Appendix A

- A. Taxes will be withheld in accordance with State and Federal laws. It is the responsibility of the Business Representative of IATSE Local 395 to have all members forward to the University W-4 and I-9 forms as well as a waiver allowing the University to withhold union membership assessments. Failure of an IATSE member to file these forms will prevent UM from drafting his (her) paycheck.
- B. The University agrees, in addition to the attached wage schedule, to make contributions on behalf of each employee covered by this agreement to the IATSE National Benefits Funds.
- C. The University will make contributions on behalf of each employee for retirement annuity and health care in accordance with Appendix A. The contribution will be paid to the IATSE National Benefits Funds no later than the 10th of the month for the previous month.
- D. Additionally, the University shall deduct four percent (4%) of the members' gross earnings each pay period.
 - 1. These deductions shall be treated by the University as trust funds belonging to the IATSE Local 395 and shall forward them to the Treasurer of IATSE Local 395 promptly. IATSE Local 395 shall indemnify and hold the University harmless from

any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the University in reliance upon any authorization or notification furnished to the University by the IATSE Local 395 for the purpose of complying with the provisions of this paragraph.

E. Holidays will be recognized as: New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

1. For work on Holidays, the rates shall be double time the base rate.

VII. ADDITIONAL CONSIDERATIONS

A. RIGHTS OF THE EMPLOYER

Subject only to the limitations set forth in this agreement, or in any written supplement to this agreement, the University's right to manage its business shall be unimpaired.

B. COMMERCIAL TAPING/FILMING

Commercial taping/filming shall be defined as taping for the express purpose of recording for distribution via broadcast, cable cast or other commercial media wherein individuals associated with the resulting program are compensated additionally.

1. When a professional commercial company contracts with the University to provide a performance space only and the University has no profit or risk involvement, and taping is part of the event, the professional commercial company will be required to contract directly with IATSE Local 395 for their labor needs and will make payment through a bonded, certified payroll service.
2. If and when the University films or videotapes and/or audio tapes a performance for pay television, cable television, or broadcast television, or other commercial applications, then the University or the parties instigating the taping will contact IATSE Local 395 in regard to increased fees for the stagehands working on that particular event which is to be taped. It is therefore understood that the University will contact IATSE Local 395 when an event is to be recorded in one of the aforementioned fashions. Unless these arrangements are made in advance, no taping or filming will be permitted. It is also understood that this clause does not apply to archival or normal news and promotional taping for the express purpose of promoting the University at large.
 - a. It is an expectation of the University that IATSE Local 395 or its individual members, exercise their best efforts to advance our common interest in encouraging commercial filming by not violating local standards of fairness and reasonableness.
 - b. The payment of the University's taping premium shall be processed through the normal University payroll system.

- c. Rates for taping/filming will be at a 50% premium above prevailing rates in accordance with Appendix A.

SEE APPENDIX A FOR RATES

C. SAFETY

It is recognized that the practice of safety is the responsibility of both parties and all stagehands. In this regard, the University will continue to provide safe working conditions for stagehands during the hours of the call, and Local 395 will provide instruction and counsel to stagehands regarding safe work practices. It is the responsibility of stagehands to provide for their individual safety to the extent that they adhere to safe work practices, including but not limited to, the wearing of proper clothing and safe footwear, and to abide by University safety rules and regulations, including the wearing and use of safety equipment.

Further, the University and Local 395 will jointly consider written recommendations with respect to unsafe conditions or other safety ideas from either party or any individual stagehand. Should either party request a meeting to further discuss such concerns, arrangements will be made to hold a special conference with the bargaining agent to be held at a mutually convenient time.

A stagehand who is injured during a call shall report the injury to the steward or Department Head and to the University representative of the production as soon as possible. If the injury requires a doctor's care, arrangements will be made by the University to provide transportation to a medical facility. The injured stagehand shall be paid at the hourly rate for which he or she was being compensated when the injury occurred for the time lost from work provided he or she returns after treatment and finishes the call. If on doctor's orders, the stagehand is told not to return to work, the stagehand's pay shall cease upon the end of the call. In no event, however, shall the stagehand be paid for time beyond the end of the call, or for any overtime hours.

Stagehands who ignore or don't comply with safety requirements posted at the job site will be removed from the call and replaced. In order for the person(s) so removed to be considered for future work as a stagehand, a meeting will be held between the Business Representative of the Local – or a designated Union representative and an appropriate University representative prior to any future calls.

It is agreed that a joint Safety Review Committee will convene bi-annually to formulate and enforce safety standards and requirements.

VIII. CONCLUSION

The University and IATSE Local 395 acknowledge that this agreement was prepared in good faith. Either party may initiate discussions for the purpose of resolving disagreements and clarifying the provisions of this agreement, at any time. Revisions, addenda, or the termination of the agreement will not be initiated until the parties have first discussed the issues, and come to agreement about same. At least thirty days prior to August 31, 2015, it shall be incumbent on either party to notify the other of any desired changes, alterations, deletions and or additions. If no such written notice is given, this agreement shall remain in effect from year to year, and may be changed only on August 31 of any given year. As IATSE Local 395 is a member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, nothing in this agreement shall be construed to interfere with any obligation IATSE Local 395 owes at any time to its International Alliance.

All stagehands shall be assigned by IATSE Local 395. IATSE Local 395 shall recognize the skills and needs required by the University.

The Business Representative of IATSE Local 395 or an appointed representative, exhibiting satisfactory evidence of office or authority, shall be admitted to any University event at any time for the purpose of verifying adherence to this agreement.

For the Regents of
The University of Michigan

Sabrina Garrett-Owens

Jeffrey Beyersdorf

Rochelle Clark

Alex Gay

Paul Hunter

Jeffrey Kuras

Amanda Mengden

Samantha Musil

Carmen Rodriguez

For IATSE Local 395

Dean Neeb

Mark A. Berg

Larry Olsen

APPENDIX A

RATES OF PAY

9/1/15 to 8/31/16

APPENDIX A:	WAGE/HR	18.00% HEALTH BENEFIT	10.00% BENEFIT RETIREMENT	TOTAL
Stewards				
Base Rate	\$ 26.04	\$ 4.69	\$ 2.60	\$ 33.33
Performance Call Rate	\$ 143.22	\$ 25.78	\$ 14.32	\$ 183.32
Department Heads, Loaders, Followspots				
Base Rate	\$ 23.77	\$ 4.28	\$ 2.37	\$ 30.42
Performance Call Rate	\$ 130.74	\$ 23.53	\$ 13.07	\$ 167.34
Riggers				
Base Rate	\$ 28.02	\$ 5.04	\$ 2.80	\$ 35.86
Performance Call Rate	\$ 154.11	\$ 27.74	\$ 15.41	\$ 197.26
Stagehands				
Base Rate	\$ 20.37	\$ 3.67	\$ 2.03	\$ 26.07
Performance Call Rate	\$ 112.04	\$ 20.17	\$ 11.20	\$ 143.41
Youth Performance				
Flat Rate: Head/Stew	\$ 105.00	\$ 18.90	\$ 10.50	\$ 134.40
Back to Back Flat rate	\$ 210.00	\$ 37.80	\$ 21.00	\$ 268.80
Flat Rate: Stagehand	\$ 95.00	\$ 17.10	\$ 9.50	\$ 121.60
Back to Back Flat rate	\$ 190.00	\$ 34.20	\$ 19.00	\$ 243.20
Pre-Production/Project Advancing				
Base Hourly Rate	\$ 34.13	\$ 6.14	\$ 3.41	\$ 43.68
Rackham Productions: 3 or Less Staff				
8 HR Minimum of Prevailing Rate				

APPENDIX A

RATES OF PAY

9/1/16 to 8/31/17

APPENDIX A:	WAGE/HR	18.00% HEALTH BENEFIT	10.00% BENEFIT RETIREMENT	TOTAL
Stewards				
Base Rate	\$ 26.82	\$ 4.83	\$ 2.68	\$ 34.33
Performance Call Rate	\$ 147.51	\$ 26.55	\$ 14.75	\$ 188.81
Department Heads, Loaders, Followspots				
Base Rate	\$ 24.48	\$ 4.41	\$ 2.44	\$ 31.33
Performance Call Rate	\$ 134.64	\$ 24.24	\$ 13.46	\$ 172.34
Riggers				
Base Rate	\$ 28.86	\$ 5.19	\$ 2.88	\$ 36.93
Performance Call Rate	\$ 158.73	\$ 28.57	\$ 15.87	\$ 203.17
Stagehands				
Base Rate	\$ 20.98	\$ 3.78	\$ 2.09	\$ 26.85
Performance Call Rate	\$ 115.39	\$ 20.77	\$ 11.53	\$ 147.69
Youth Performance				
Flat Rate: Head/Stew	\$ 105.00	\$ 18.90	\$ 10.50	\$ 134.40
Back to Back Flat rate	\$ 210.00	\$ 37.80	\$ 21.00	\$ 268.80
Flat Rate: Stagehand	\$ 95.00	\$ 17.10	\$ 9.50	\$ 121.60
Back to Back Flat rate	\$ 190.00	\$ 34.20	\$ 19.00	\$ 243.20
Pre-Production/Project Advancing				
Base Hourly Rate	\$ 35.15	\$ 6.33	\$ 3.51	\$ 44.99
Rackham Productions: 3 or Less Staff				
8 HR Minimum of Prevailing Rate				

APPENDIX A

RATES OF PAY

9/1/17 to 8/31/18

APPENDIX A:	WAGE/HR	18.00% HEALTH BENEFIT	10.00% BENEFIT RETIREMENT	TOTAL
Stewards				
Base Rate	\$ 27.50	\$ 4.95	\$ 2.75	\$ 35.20
Performance Call Rate	\$ 151.20	\$ 27.22	\$ 15.12	\$ 193.54
Department Heads, Loaders, Followspots				
Base Rate	\$ 25.09	\$ 4.52	\$ 2.50	\$ 32.11
Performance Call Rate	\$ 138.00	\$ 24.84	\$ 13.80	\$ 176.64
Riggers				
Base Rate	\$ 29.58	\$ 5.32	\$ 2.95	\$ 37.85
Performance Call Rate	\$ 162.69	\$ 29.28	\$ 16.26	\$ 208.23
Stagehands				
Base Rate	\$ 21.50	\$ 3.87	\$ 2.15	\$ 27.52
Performance Call Rate	\$ 118.25	\$ 21.29	\$ 11.82	\$ 151.36
Youth Performance				
Flat Rate: Head/Stew	\$ 105.00	\$ 18.90	\$ 10.50	\$ 134.40
Back to Back Flat rate	\$ 210.00	\$ 37.80	\$ 21.00	\$ 268.80
Flat Rate: Stagehand	\$ 95.00	\$ 17.10	\$ 9.50	\$ 121.60
Back to Back Flat rate	\$ 190.00	\$ 34.20	\$ 19.00	\$ 243.20
Pre-Production/Project Advancing				
Base Hourly Rate	\$ 36.03	\$ 6.49	\$ 3.60	\$ 46.12
Rackham Productions: 3 or Less Staff				
8 HR Minimum of Prevailing Rate				

APPENDIX A

RATES OF PAY

9/1/18 to 8/31/19

APPENDIX A:	WAGE/HR	18.00% HEALTH BENEFIT	10.00% BENEFIT RETIREMENT	TOTAL
Stewards				
Base Rate	\$ 27.50	\$ 4.95	\$ 2.75	\$ 35.20
Performance Call Rate	\$ 151.20	\$ 27.22	\$ 15.12	\$ 193.54
Department Heads, Loaders, Followspots				
Base Rate	\$ 25.09	\$ 4.52	\$ 2.50	\$ 32.11
Performance Call Rate	\$ 138.00	\$ 24.84	\$ 13.80	\$ 176.64
Riggers				
Base Rate	\$ 29.58	\$ 5.32	\$ 2.95	\$ 37.85
Performance Call Rate	\$ 162.69	\$ 29.28	\$ 16.26	\$ 208.23
Stagehands				
Base Rate	\$ 21.50	\$ 3.87	\$ 2.15	\$ 27.52
Performance Call Rate	\$ 118.25	\$ 21.29	\$ 11.82	\$ 151.36
Youth Performance				
Flat Rate: Head/Stew	\$ 105.00	\$ 18.90	\$ 10.50	\$ 134.40
Back to Back Flat rate	\$ 210.00	\$ 37.80	\$ 21.00	\$ 268.80
Flat Rate: Stagehand	\$ 95.00	\$ 17.10	\$ 9.50	\$ 121.60
Back to Back Flat rate	\$ 190.00	\$ 34.20	\$ 19.00	\$ 243.20
Pre-Production/Project Advancing				
Base Hourly Rate	\$ 36.03	\$ 6.49	\$ 3.60	\$ 46.12
Rackham Productions: 3 or Less Staff				
8 HR Minimum of Prevailing Rate				

APPENDIX B

AGREEMENT WITH UM PARKING & TRANSPORTATION SERVICES ON DAILY PARKING FOR IATSE STAGEHANDS

Stage hands are eligible for daily Blue parking at stagehand rate per day via an AVI device programmed with pre-paid parks or daily Scratch Off permits. A \$20 deposit is required for the AVI device, which is completely refundable when the device is returned to the Parking Services office located at 508 Thompson Street.

AVI Device with Pre-Paid Parks

The Automatic Vehicle Identification (AVI) permits are used at the gate-controlled Blue parking area. The device is programmed with 'prepaid' parks purchased by the user. The access control system decrements one prepaid park off the AVI permit on each calendar day it is used, and then allows free access for the remainder of that same day, regardless how many entry and exits are made, or locations used.

AVI permits must be displayed on the vehicle front windshield to facilitate entry and exit from the structures and for enforcement purposes.

- Prepaid parks may be paid by cash, check or credit card. Payroll deductions for prepaid parks are not available.
- Once an AVI device has been obtained, prepaid parks may be purchased by phone (764-8291) when paying with a credit card (V/MC/D).
- There is no minimum purchase for prepaid parks on an AVI permit.
- Payment of a one-time, refundable, \$20 security deposit is required for the AVI permit. The deposit may be paid by payroll deduction.
- Daily AVI permits are light blue in color.

Scratch Off Permit Packs

At surface lots, Scratch-Off permits are used for single-day parking. To use them, scratch off the silver coating to reveal the month, day and year. Then, hang the permit from the vehicle rear view mirror, front forward. When scratched, the date will appear in red lettering. Improperly scratched permits are invalid and will not be honored. Permits are valid at Blue, Yellow and

Orange lots; they are not valid at structures, meters, central pay station spaces, cashier-attended areas, or at any individually signed spaces.

- Scratch-Off permits are sold only in packages of ten.
- Scratch-Off permits must be purchased in person at the Parking Services office at 508 Thompson Street.
- Packages of Scratch-Off permits may be paid by cash, check or credit card.
- All sales are final; refunds are not available.

Scratch-off permits are not useable at structures, and the light blue AVI permits are not valid at surface lots.