



*INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING
PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES
ITS TERRITORIES AND CANADA AFL-CIO, CLC*

F & D Productions
2020-2022

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Agreement, effective as of January 6, 2020 is made and entered into by and between F & D Productions hereinafter referred to as the Company, and The International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its territories and Canada, Local 631, hereinafter referred to as the Union.

This Agreement is for VARIOUS SHOWS
(Show Name)

ARTICLE 1 – RECOGNITION

1.1 Whereas the Company is not engaged in regular production in the jurisdiction of the Union but desires to enter into a Agreement under which the Company desires to utilize the services of trained personnel as classified herein, and

1.2 Whereas, the Company desires to establish rates of pay, hours of work, and all other terms and conditions of employment acceptable to such personnel,

1.3 Now, therefore, the parties do mutually covenant and agree as follows. The Company has the right to make such rules and regulations as may be deemed necessary for the conduct and management of the performance and working conditions, and the Union agrees that the workers covered by this Agreement shall obey all rules and directions of any authorized Company representative insofar as they do not conflict with the terms of this Agreement. However, the provisions of this paragraph will not be used by the Company for the purpose of discriminating against any worker for Union membership or activity.

ARTICLE 2 - NON-DISCRIMINATION

2.1 Neither the Union nor the Company shall discriminate against any person because of age, race, sex, religion, color, or national origin where such discrimination would be in violation of any applicable law or regulation of the United States or State of Florida governments.

ARTICLE 3 - STRIKES AND LOCKOUTS

3.1 There shall be no lockout by the Company during the term of this Agreement.

3.2 For the term of this Agreement, the Union, its officers, representatives, and members and all personnel covered by this Agreement shall not authorize, instigate, ratify, condone, or participate in any strike, work slowdown, work stoppage, refusal to perform work, boycott, picketing, or any other interruption or interference with the business of the Company.

3.3 In the event any such prohibited activity occurs, the Union shall immediately order all officers, representatives, and members and all other personnel covered by this Agreement back to work and shall take any and all other affirmative action steps necessary to restore operations and terminate and prevent such activities.

ARTICLE 4 - SAFETY

4.1 The Company will comply with all relevant safety and health requirements to include, but not be limited to, all local, state and federal safety and health standards. An employee's failure to perform work under conditions that are not in compliance with any of the aforementioned safety and health standards, shall not constitute cause for discipline or discharge.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 A grievance is defined to be a controversy between the Employer and personnel covered by this Agreement. The grievance procedure may be applied to any difference, dispute or complaint regarding the wages, hours and working conditions. All grievances shall be processed promptly in accordance with the following procedure:

- Step 1. Any person having a grievance may discuss the grievance with the Employer's Manager within five (5) working days of knowledge the incident. Step 1 will be terminated within ten (10) days of the first grievance discussion or with the supervisor's answer whichever occurs first.
- Step 2. If the grievance is not settled between referred personnel and the Manager, it shall be taken up and submitted in writing to a conference between a representative of the Employer and a representative of the Union within fifteen (15) days of the conclusion of Step 1.
- Step 3. If the grievance is not settled in Step 2 of the grievance procedure, it may be referred to a representative of the Union and the Employer's Director of Labor Relations within fifteen (15) days of the conclusion of Step 2.
- Step 4. If the grievance is not settled at Step 3 of the grievance procedure, it may be referred to arbitration within thirty (30) days of the conclusion of Step 3.

5.2 If the grievance shall have been submitted but not adjusted under Step 3, either party may within thirty (30) calendar days after receipt of the written reply request in writing that the grievance be submitted to an Arbitrator selected from a panel of seven (7) Arbitrators furnished by the Federal Mediation and Conciliation Service. The moving party shall be responsible for requesting the list from the Federal Mediation and Conciliation Service within seven (7) days of the request for Arbitration. At this point, the parties have a maximum of fourteen (14) calendar days from the date the list is received, to strike the panel or mutually agree to an Arbitrator. The Rules for the Federal Mediation and Conciliation Service shall govern the selection of an Arbitrator and the conduct of the arbitration hearing. Unless agreed upon in writing by both parties, the Arbitration hearing must be scheduled to occur within thirty (30) days from selection of the Arbitrator. The Arbitrator shall not have the authority to alter, amend, change, modify, add to or subtract from or reform any provision, Article or language of this Agreement. The Decision of the Arbitrator shall be final and binding on all parties with no further appeal, except for reasons of setting aside an Arbitrator's Award, as set forth in applicable Federal and Florida Statutes. Any joint expense incidental to or arising out of the arbitration shall be borne equally by the Company and the appropriate Union. Only one (1) grievance shall be before a specific Arbitrator at one time.

5.3 Any of the above mentioned time limits may be extended by mutual consent in writing of all parties involved.

ARTICLE 6 – ACCESS

6.1 The Business Representative or a duly appointed representative shall be permitted access by the Company to any work location at any time so long as: (a) The Union complies with any applicable security requirements and procedures; and (b) There is no disruption of work or a public display.

ARTICLE 7 - PARKING

7.1 Any technicians working under the terms and conditions of this Agreement at a job site that does not provide parking facilities shall be reimbursed for any and all cost of parking.

ARTICLE 8 – STEWARDS AND DEPARTMENT HEADS

8.1 A Steward shall be appointed for every call. The steward may be a working stew if the call does not exceed twenty (20) Hands. A second steward will be appointed if the call exceeds fifty (50) hands.

8.2 Local Department Heads shall be utilized at any time the associated department is staffed. At no time will the number of the road crew exceed the number of the Union crew.

ARTICLE 9 - CAR LOADING

9.1 A five (5) hour minimum call per technician, minimum of two (2) technicians per vehicle shall apply to load or unload motor trucks or vans. Appropriate overtime rates and conditions shall apply.

ARTICLE 10 - OVERHEAD RIGGING

10.1 There will be a minimum of three (3) riggers per call (*two to work above and one ground man*) with the first rigger on the call to be designated as Head Rigger.

ARTICLE 11 - SCHEDULE OF MINIMUM WAGES

11.1

JOB CLASSIFICATION	2020	2021	2022
Steward:	\$30.00	\$31.00	\$31.50
Head Rigger	\$29.00	\$30.00	\$30.50
High Steel Rigger	\$32.00	\$33.00	\$33.50
Ground Rigger	\$28.00	\$29.00	\$29.50
Heads of Department: Audio, Carpentry, Electrics, Props, Video, Wardrobe	\$29.00	\$30.00	\$30.50
Journeyman, Forklift, Loader, etc.	\$27.00	\$28.00	\$28.50
Camera, Video Engineer, Tape Op, Switcher, Mixer, A1 Op, A2 Op, Projectionist, Programmable Lighting Board Op. Programmable Automation Board Op, etc.	\$36.00	\$37.00	\$37.50

11.2 Requested ETCP Riggers shall be paid an additional one dollar (\$1.00) premium per hour and Requested SPRAT Riggers shall be paid an additional two dollar (\$2.00) premium per hour

11.3 Requested personnel shall be paid an additional one dollar (\$1.00) premium per hour.

ARTICLE 12 - CONDITIONS AND PREMIUM PAY

12.1 The minimum daily work call shall be no less than five (5) consecutive hours. Load-outs shall be no less than five (5) hours.

12.2 No rate with the exception of penalties shall exceed two (2) times the base rate, except where government regulations are different, i.e. Canada.

12.3 The workweek will consist of Monday through Sunday. Any work performed after eight (8) hours in a day or forty (40) straight-time hours worked will be paid at the rate of one and one-half (1 ½) times the base rate.

12.4 Saturday Clause: Work performed after 5:00 p.m. will be paid at one and one-half (1 ½) times the Straight-time rate of pay. If an employee is already on Overtime due to hours worked previously in the week, then the employee shall be paid two (2) times the applicable hourly rate starting at 5:00 p.m. or after 8 hours of work.

12.5 Sunday Clause: All work performed between the hours of 8:00 a.m. and 5:00 p.m. Sunday shall be paid at one and one-half (1 ½) times the applicable hourly rate. All work after 5:00 p.m. or after eight (8) hours shall be paid at two (2) times the applicable hourly rate.

12.6 All work beginning or performed between the hours of 12:00 a.m. (midnight) to 8:00 a.m. will be paid at two (2) times the straight-time rate.

12.7 Work beginning prior to 6:00 a.m. will be paid at the rate of two (2) times the straight-time rate, and will remain at two (2) times the straight-time rate until an eight (8) hour break is called.

12.8 Calls starting between 6:00 a.m. & 8:00 a.m. shall be paid at two (2) times the straight-time rate, balance of eight (8) hours shall be paid at straight-time, Sunday or Holiday rate.

12.9 Fractions of an hour shall constitute one (1) hour; however, when working on the hourly rate, the call may begin on the half (1/2) hour or on the hour and must end on the corresponding half (1/2) hour or hour.

12.10 Rehearsals: Shall be paid at the applicable hourly rate.

ARTICLE 13 - HOLIDAYS

13.1 All time worked on holidays will be paid at two (2) times the straight-time rate. Holidays shall be defined as the following:

- New Year's Day/ January 1st
- Martin L. King/ 3rd Monday in January
- Presidents Day/ 3rd Monday in February
- Memorial Day/ Last Monday in May
- Independence Day/ July 4th
- Labor Day/ 1st Monday in September
- Thanksgiving Day/ 4th Thursday in November
- Veterans Day/ November 11th
- Christmas Eve/ December 24th
- Christmas Day/ December 25th
- New Year's Eve/ December 31st

13.2 Turnaround penalty on a holiday shall be one (1) hour at the straight-time rate plus one (1) hour at the holiday rate for each hour worked until an eight (8) hour rest period is given.

ARTICLE 14 - REST AND MEAL PERIOD

14.1 A one (1) hour meal period must be given neither less than three (3) nor more than five (5) hours after the call begins, or after the last meal period.

14.2 If no meal period is granted, the workers shall be paid one (1) hour at the straight-time rate and one (1) hour at the prevailing rate for each hour worked until a meal period is given or a meal is provided.

14.3 In lieu of a one (1) hour meal break, the Employer may provide a meal and give the employees one half (1/2) hour to sit and eat, with-in the hour, in which case the workers will suffer no loss of time on the payroll.

14.4 If the workers are broken for one (1) hour, they shall receive a three (3) hour minimum call when they return to work.

14.5 Personnel shall receive a fifteen (15) minute non-deducted rest break between the 2nd and 3rd hour after work commences and a similar break after the end of each meal period.

14.6 Turnaround: If workers are laid off and called back before a rest period of eight (8) hours has elapsed, two (2) times the straight-time rate will be paid until a rest period of eight (8) hours is called.

ARTICLE 15 - PAYROLL

15.1 The Company shall deduct the appropriate FICA and Federal Income Tax from each check, as well as make the appropriate contributions and payments required of a responsible employer.

15.2 The Company will provide Workman's Compensation coverage and will show proof of such as required by Florida state law.

15.3 The Company agrees to check-off Union Referral Hall fees consisting of four percent (4%) of their gross wages, provided the Union has obtained a written authorization signed by the technician, which satisfies applicable federal and state regulations. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, and other forms of liability that may arise out of or by reason of action taken by any personnel covered by this Agreement under this paragraph.

15.4 PAYROLL CHECKS AND CHECK REGISTRY WILL BE FORWARDED TO THE OFFICE OF LOCAL 631 FOR DISTRIBUTION TO THE INDIVIDUAL TECHNICIANS NO LATER THAN TEN (10) WORKING DAYS FROM THE END OF THE PAYWEEK. UNLESS EMPLOYEE APPROVED DIRECT DEPOSIT.

**ADDRESS: I.A.T.S.E. LOCAL 631
5385 CONROY ROAD, SUITE 200
ORLANDO, FL 32811**

15.5 Failure to make a timely settlement will result in the payment of interest to Local 631 in the amount of eighteen percent (18%) per annum. Furthermore, should it become necessary to initiate legal action to collect such payments, such delinquent payers shall be responsible to pay Local 631's or reasonable attorney fees, and costs of collection.

ARTICLE 16 - HEALTH & WELFARE / ANNUITY/ PENSION

16.1 The Company agrees to contribute a total of thirty-one (31) percent of gross wages to each person for benefits contributions.

16.2 The contribution to the Health & Welfare Fund shall be twenty percent (20%) and the contribution to the Annuity fund shall be ten percent (10%). Contribution to the Pension Fund shall be one percent (1%). Effective January 1, 2022 the contribution to the Pension Fund shall be a total of two percent (2%)

16.3 One check should be made payable to the I.A.T.S.E. National Health & Welfare Fund, the I.A.T.S.E. Annuity Fund, and the I.A.T.S.E. Pension Fund. Checks for all funds should be sent to;

I.A.T.S.E. National Benefit Funds
PO Box 11944
Newark, NJ 07101-4944.

This check shall be due and payable by the 10th of each month following the month in which the covered work was performed. The Employer agrees to be bound by the I.A.T.S.E. Benefit Funds Trust Agreements, as amended.

16.4 The Employer further agrees to be bound by the all of the terms and conditions of The Agreement and Declaration of Trust for each respective Fund, to wit: (1) the IATSE National Health & Welfare Fund, (2) the IATSE Annuity Fund, (3) the IATSE Pension Fund, all as restated September 22, 2005, and as amended, respectively, and each respective Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contributions due as set forth herein above.

ARTICLE 17 - I.A.T.S.E. ENTERTAINMENT and EXHIBITION INDUSTRIES TRAINING TRUST FUND

17.1 The Employer shall contribute to the I.A.T.S.E. Entertainment and Exhibition Industries Training Trust Fund during the term of this Agreement the amount of ten cents (\$0.10) per hour for each hour worked or guaranteed an employee covered by this Collective Bargaining Agreement. All contributions to the Fund shall be payable no later than the fifteenth (15th) day of each month for the hours worked in the preceding month. All contributions shall be payable to the IATSE Entertainment and Exhibition Industries Training Trust Fund, and sent to 10045 Riverside Drive, Toluca Lake, CA 91602, along with a list of all covered employees and the total gross wages paid to each employee in the reported month. The Employer agrees to be signatory to the IATSE Entertainment and Exhibition Industries Training Trust Fund, established in June 22, 2011, ("Trust Agreement") and to abide by and be bound by its terms and conditions, and any amendments thereto, and all policies and procedures of the Fund, including Collection of Contributions Payable by Employers, as related to the contributions due per the above referenced Collective Bargaining Agreement.

ARTICLE 18 – PAC Fund

18.1 The Employer agrees to deduct from each employee's gross wages at each payroll period such voluntary contributions to the IATSE Political Action Committee as the employee has authorized in writing to be deducted.

18.2 The IATSE will indemnify and hold harmless the Employer for any claims relating to its compliance with this provision authorizing check-off to the IATSE Political Action Committee.

ARTICLE 19 - 401 (k)

19.1 If an employee covered by this Agreement is eligible to participate in an IRS Qualified 401(k) Plan sponsored by the IATSE, the Company will honor the written authorization of such employee to deduct from the employee's gross wages the specified eligible amount to be remitted to such 401(k) Plan. The Plan Administrator shall confirm in writing that employees are eligible to participate and shall provide any

other information relevant to the proper administration of authorized employee contributions to the designated payroll service assigned administrative responsibility for this provision.

ARTICLE 20 - EXCEPTIONS AND INTERPRETATIONS

20.1 Any exceptions requested by the Company must be taken up with the Business Agent of Local 631. No other party is authorized to make any exceptions, and should that happen, they shall not be valid.

20.2 Any interpretations of working conditions not specifically covered by this Agreement shall be settled by the Company and/or the Company's representative and by the Business Representative of Local 631. No other party is authorized to make any exceptions, and should that happen, they shall not be valid.

ARTICLE 21 - DURATION

20.1 The rates and working conditions of this Agreement shall remain in force until December 31, 2022.

IN WITNESS THEREOF, the parties have hereto affixed their hands and seals on this 4th day of FEB, 2020.

F&D PRCD

Company Name

Payroll Company (Employer of Record)

Address

Address

8622 SAND WAKE STAGES DR,

Authorized Signature

Authorized Signature

John D. [Signature]

Title

Title

PRESIDENT

Date

Date

Phone/Fax

Phone/Fax

[Signature]

Authorized Union Representative

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