

Contract no. 1353

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COLLECTIVE BARGAINING AGREEMENT

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

AND

I.A.T.S.E., LOCAL UNION NO. 642

(JUNE 15, 1990 THRU JUNE 14, 1993)

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THIS AGREEMENT made this 27th day of March '91 by and between NEW JERSEY SPORTS AND EXPOSITION AUTHORITY located at East Rutherford, New Jersey, party of the first part, hereinafter designated as the "EMPLOYER" and INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, LOCAL NO. 642, with its principal place of business at 36 Bergen Street, Hackensack, New Jersey, hereinafter referred to as the "UNION", party of the second part.

WITNESSETH:

WHEREAS, the parties hereto collectively negotiated to promote and improve economic relations between the Employer and its employees and to set forth herein the Agreement covering rates of pay, hours of work and conditions of employment to be observed by the parties hereto.

NOW, THEREFORE, in consideration of the foregoing and at the mutual covenants hereinafter entered into for other good and valuable considerations, the parties hereto agree to the following:

ARTICLE 1.

UNION RECOGNITION

Section 1. The Employer agrees to and does hereby recognize the Union as the exclusive bargaining agent for the stagehands, wardrobe persons and projectionists employed by the Employer in connection with the production of the theatrical events performed at the Giants Stadium or the Brendan Byrne Meadowlands Arena.

ARTICLE 2.

CHECK-OFF OF UNION FEES AND REPRESENTATION FEES

Section 1. The Employer hereby agrees to deduct from the wages of employees by means of check-off, those dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15 9e. The Employer after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees such uniform dues as are set forth in writing by the Local Union Secretary/Treasurer. Such deductions shall be made from the first (1st) salary paid to each employee during the month or for each event worked.

Section 2. The Union shall hold the Employer harmless for any damages, costs, or Judgments which may arise from implementation of the Article.

Section 3. Local 642, I.A.T.S.E. shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5. 5(c) and 5.6, and membership in Local 642, I.A.T.S.E. shall be available to all employees in the unit on an equal basis at all times. In the event Local 642, I.A.T.S.E. fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE 3.

DEFINITIONS

Section 1. Theatrical Events shall be defined as events where the prime objective is to provide musical, dance or acting entertainment for paying customers and/or television audiences and shall include,

Ice Shows
Rock and Pop Shows
Benefit Shows

Section 2. Circus Shows may or may not be classified as theatrical events at the Employer's option. However, employees covered under this agreement shall perform the following functions during Circus shows: Sound and lighting board operation, employee owned fork-lifts and spotlights.

Section 3. The following shall not be considered theatrical events:

Sporting Events
Competition Events
Meetings
Religious Functions
Horse and Dog Shows
Exhibitions
Conventions

Section 4. However, excluding all types of sporting events, competitions and exhibitions, the work required for the theatrical portion of an event not considered to be primarily theatrical will be assigned to employees covered by this Agreement.

Section 5. Outside Equipment shall be defined as equipment which travels with a show or is rented from an outside source by the Employer or a promoter.

Section 6. A Projectionist shall be defined as the operator of a permanent or portable motion or slide picture film projector for rear and/or front projection or laser effects during a theatrical event.

ARTICLE 4.

JURISDICTION

Section A. It is the intention of the Employer to have employees covered under this Agreement perform the following work functions during a theatrical event:

1. Unload and load equipment trucks.
2. Operate fork lifts necessary to load and unload trucks and place equipment on stage.
3. Install and remove all stages, sound wings, scaffold towers and platforms which travel with the shows or are rented from "outside".
4. The installation and removal of Employer-owned equipment---stages, platforms, etc.---required for the setup of such events.
5. Install and remove all "outside" sound and lighting systems.
6. Install and remove all "outside" lighting required to televise theatrical events.
7. Install, remove and operate all follow spotlights and make mid-performance spotlight gel changes.
8. Install and remove all "outside" electrical power systems including the main feeds and distribution but excluding connection to building services and transformers.
9. Install and remove all stage equipment including props, scenery, musical equipment, etc.
10. Install and remove other "outside" equipment which is required for the production of the event, such as, cueing and intercom systems, closed circuit television systems, special effects, etc.
11. Operate all of the above equipment except when the technical requirements dictate the operation by others such as, operation of sound, lighting, television and special effect systems.
12. Employer-owned stages and platforms used for college graduations.

Section B. Irrespective of the type of event being produced,

members of Local 642 shall not be assigned to the following type work:

1. Authority-owned sound and lighting equipment except as provided for in, Section A, Item 6 above.
2. "Outside" sound and lighting systems for non-theatrical events and non-theatrical television productions.
3. Employer-owned stages and platforms, and "outside" stages and scaffold towers used for non-theatrical events other than college graduations.

Section C. In connection with the production of theatrical events, the regular maintenance personnel of the Employer shall perform the following functions:

1. Connect and discount all electrical services to Employer electrical panels.
2. Operate all Employer-owned electrical equipment required for the event except as provided for in Section A, Item 6 above.
3. Operate the house sound system as required for the event.
4. Operate the house lighting systems as required for the event excluding all follow spotlights.
5. Install and remove color gel in-house lighting systems as required for an event, excluding all follow spotlights.
6. Install and remove any additional Employer-owned electrical services required for the event but which cannot be provided by the event production personnel.
7. Perform such other functions as are not specifically mentioned herein for union employees.

ARTICLE 5.

MINIMUM CALLS

Section 1.

- a) Load In and Set Up for concerts requiring three (3) or more semi-trailers 8 hours
- b) All other Load In and Set Up 4 hours
- c) Strike and Load Out 4 hours
- d) Performances 4 hours
- e) Rehearsals, except when a continuation of the load in and set up call 4 hours
- f) Arena rehearsals when they are scheduled contiguous with a performance call 2 hours
- g) The Employer agrees that if an employee reports for work or is permitted to come to work, and is fit to work without having been previously notified that there will be no work, the employee shall receive four (4) hours pay at his regular hourly rate unless the lack of work is due to an Act of God, in which case the employee, who has reported to work but has not begun work, shall receive two (2) hours straight time wages.

ARTICLE 6.

WAGES AND OVERTIME

Section 1. Wages

	<u>Effective Date</u>	<u>Hourly Rate</u>	<u>Performance Rate</u>
Department Heads & Spotlight Operators (For Show Call Only)	6/15/90	\$14.35	\$71.75 ✓
	6/15/91	\$14.95	\$74.75 ✓
	6/15/92	\$15.60	\$78.00 ✓
All Others	6/15/90	\$12.85	\$64.25 ✓
	6/15/91	\$13.45	\$67.25 ✓
	6/15/92	\$14.10	\$70.50 ✓

- a) Effective June 13, 1988, work performed to install or remove Authority-owned stages shall be paid on the basis of a minimum 4 hour call at the pay rate of \$2.00 per hour above the prevailing hourly grip or department head rate as applicable.
- b) Employees assigned to "special rigging" at the Arena and Stadium and who work above 65 feet at the Stadium shall receive a premium pay rate of 20% above the "All Others" hourly pay rate noted above for all such hours worked.
- c) When "rigging" work is required, the Carpenter Department Head shall receive a premium pay rate of ~~10%~~ or 20% of the Department Head hourly rate noted above and as applicable.
- d) The "rigging" premium pay rate shall be paid only to those employees actually performing the "rigging" and not to those employees who may be providing ground assistance.
- e) Riggers who are on an eight (8) hour load in and set up concert call shall be paid the higher rigger's rate only if they perform such work (a minimum of four (4) hours).

Section 2. Overtime shall be paid at time and one-half (1.5) the prevailing hourly wage rate noted in Section 1. above for the following:

- a) Effective January 1, 1991, performance overtime shall be time and one-half the hourly performance rate for all hours worked during a single performance in excess of the 4-hour minimum call.
- b) All hours worked during 2 or more performances for such hours that are in excess of 8 hours worked per day.
- c) Except as noted in Item e) below, all non-performance hours in excess of 8 hours worked per day.
- d) All performance and all non-performance hours in excess of 40 hours worked Monday through Sunday per work week.
- e) All work described in Section 1. a) above shall count toward weekly but not daily overtime eligibility.
- f) There shall be no pyramiding of overtime and/or premium pay.

ARTICLE 7.

FRINGE BENEFITS

Section 1. Welfare Effective June 15, 1986, the Employer shall contribute to the Health and Welfare Fund of Local No. 642, I.A.T.S.E., 9% of the gross earnings, excluding vacation pay, annuity pay and audio and/or video fees for a maximum of 40 hours worked per work week for each employee covered under this Agreement.

Section 2. Vacation Pay Effective October 22, 1984, the Employer shall contribute to the I.A.T.S.E. National Vacation Fund five percent (5%) of the prevailing straight time hourly pay rate noted in Article 6 above for each straight and overtime hour worked up to a maximum of 40 hours worked per work week for each employee covered by this Agreement. Annuity contributions, live or taped video and/or audio fees shall not be included in the computation of vacation fund contributions.

Section 3. Holiday Pay Effective June 15, 1987, all employees covered by this Agreement who work on the day on which any of the below listed thirteen (13) holidays are observed, as determined by the Employer, shall receive two (2) times their hourly or call rate of pay for a maximum of eight (8) hours. For all non-performance work in excess of eight (8) hours on a designated holiday, employees will receive one and one-half (1.5) times their regular hourly rate of pay.

Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

New Year's Day
Martin Luther King's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day

Section 4. Annuity Fund Effective June 15, 1990, the Employer shall contribute to the I.A.T.S.E. Annuity Fund one dollar (\$1.00) for each straight time hour and one dollar and fifty cents (\$1.50) cents for each overtime hour actually worked by each employee who is covered by this Agreement and who is compensated in accordance with the terms set forth in said Agreement.

Section 5. Effective June 15, 1990 through December 31, 1990, only the Employer shall contribute fifty-five (55) cents for each hour actually worked by each employee covered by this agreement to a Personal Fund to be established on behalf of each covered employee. The accumulated amounts are to be paid to each employee as soon as possible after December 31, 1990.

ARTICLE 8.

MISCELLANEOUS CONDITIONS

Section 1. On short duration shows, such as children's shows, senior citizen's shows and other similar type attractions, where two performances occur within the limits of 4 hours, beginning with the first performance call time, only one performance wage will be paid. In the event the second performance runs beyond the 4 hour period, the additional time shall be paid for at time and one-half the hourly rate.

Section 2. Except at yellow card shows where departmental lines will be observed, all employees will function as a single unit and assist each other in performing all work when such assistance is required.

Section 3. The work week will start on Monday, 12:01 AM and end on Sunday, 11:59 PM. The employees will be paid for the current week's work no later than 4:00 PM on Thursday of the following week. When an official holiday falls on a Thursday, employees shall receive their pay on the day before the holiday.

Section 4. Employees who receive a higher wage rate than the "All Others" rate shall receive this higher rate only during the minimum call period during which this higher rate function is performed.

Section 5. The starting and dismissal times of any call period shall be as work conditions dictate. Not all employees are required to start or be dismissed at the same time.

Section 6. Overtime and time worked beyond the minimum call will be computed and paid for in 30 minute intervals.

Section 7. Meal Periods Employees will not be required to work more than five (5) consecutive hours without a meal break. If the

meal period is not received, the employee shall be paid one (1) additional regular time hour of their prevailing hourly rate as noted in Article 6, Section 1 of the Agreement for the one (1) hour period and for all additional time worked (in one half hour intervals) until the meal break commences. This condition applies to work calls only and does not apply if a performance is scheduled during a period when the employee would normally be entitled to a meal break.

Section 8. Performer warm-up and rehearsals shall not require a manpower call as long as lighting, sound, props and curtains are not used.

Section 9. When a theatrical event is to be recorded, filmed or televised, the wage rate and work jurisdiction shall be negotiated at that time.

ARTICLE 9.

GRIEVANCE PROCEDURE

Section 1. For the purposes of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement, the parties adopt the following procedures which shall be kept as informal as may be appropriate. A grievance may be raised by an employee, group of employees or by the Union on behalf of an employee(s).

This grievance procedure shall cover issues of application or interpretation of this Agreement, and is meant to provide a means by which employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them, providing, however, that only grievances pertaining to the application or interpretations or violations of the expressed terms of this Agreement shall be arbitrable under provisions of Step 4 of this Article.

Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to move the grievance to any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.

The following constitutes the procedure for settlement of grievance and shall be followed in its entirety unless waived by the parties.

- A. STEP ONE: An employee with a grievance must file the grievance, in writing, within twenty-four (24) hours of the start of the next event after the date on which the act, which is the subject of the grievance occurred or twentyfour (24) hours of the start of the next event after the date on which the grievant should reasonably have known its occurrence.

The grievance shall be presented to the employee's immediate supervisor. After full disclosure of the facts surrounding the event being grieved, the immediate supervisor must make every reasonable effort to reach a satisfactory settlement with the grievant. The immediate supervisor shall render a decision in writing within three (3) calendar days of his receipt of the grievance.

- B. STEP TWO: In the event the grievance is not resolved at Step One, the grievance shall be submitted to the grievant's Department Head within ten (10) calendar days. The Department Head shall thereupon render his decision, in writing, within five (5) calendar days of his receipt of the matter.
- C. STEP THREE: In the event the grievance is not resolved at Step Two, the matter and all reports shall be submitted to the Director of Labor Relations of the Employer within ten (10) calendar days. The Director of Labor Relations of the Employer shall respond, in writing, within seven (7) calendar days. In the absence of the Director, the grievance shall be presented to the person in charge of Labor Relations Office for determination.
- D. STEP FOUR: If the grievance is not settled through the preceding steps, the parties may mutually agree within five (5) days to select an arbitrator or either party may refer the matter to the New Jersey State Board of Mediation within fourteen (14) calendar days after the receipt of determination of the Step Three proceeding. The arbitrator shall be selected

in accordance with the rules of the said Association and the expense of the arbitrator shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses; testimony or evidence for his presentation.

2. The arbitrator or arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. He or they shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the arbitrator shall be final and binding.

Section 3. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance procedure. A failure to respond at any step within the provided time limits shall be deemed a denial and the other party may proceed to the next step.

ARTICLE 10.

NO STRIKE - NO LOCKOUT

Section 1. During the term of this Agreement or immediate extension thereof, the parties agree that neither the Union, nor any of its agents, nor any employees represented by it, will engage in or support any strike, work stoppage, slow down, or any job action and there shall be no lockout by the Employer.

ARTICLE 11.

NON-DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally to all employees. The Employer and the Union agree there shall not be any discrimination as to age, sex marital status, race, color, creed, national origin, political affiliation or union membership.

Section 2. The Union also recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all employees in the unit without discrimination.

ARTICLE 12.

MANAGEMENT RIGHTS

Section 1. Except as specifically provided by this Agreement, the Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States, including, but without limitation the generality of the foregoing, the following rights:

- a. To the executive, management and administrative control of the Employer and its properties and facilities, and the activities of its employees.
- b. To hire all employees, and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees. It is understood that the Union shall have the right to refer qualified job applicants to the Employer.
- c. To suspend, demote, discharge or take other disciplinary action against any employee for just cause as set forth herein and providing same is not contrary to the provisions of this Agreement.
- d. To adopt and enforce reasonable rules and regulations governing the conduct and activities of employees in accordance with the terms of this Agreement.

Section 2. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Employer, the adoption of rules and regulations and furthermore thereof, and the use of judgment and

discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE 13.

RULES AND REGULATIONS

Section 1. The Employer shall have the right, from time to time, to make such reasonable rules and regulations promulgated, in writing, and distributed to the Union and to the employees, for the conduct of its business, not inconsistent with the provisions hereof, as it may deem necessary and advisable and all employees shall be obligated to comply with such rules and regulations.

ARTICLE 14.

JURISDICTIONAL QUESTIONS

Section 1. The Employer shall attempt to resolve any work jurisdictional disputes which may arise by meeting jointly with two (2) officials of each party in dispute. In the event a mutually satisfactory solution cannot be reached between the parties in dispute, at such meeting the Employer shall make the work assignment.

ARTICLE 15

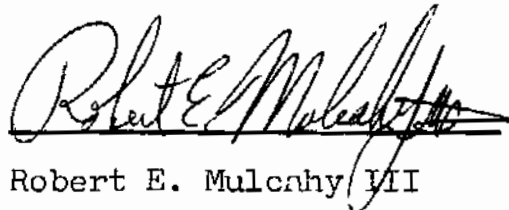
DURATION OF AGREEMENT

Section 1. THE AGREEMENT between the Employer and the Union shall become effective on the Date of Execution hereof, and shall continue in full force and effect until its expiration date on June 14, 1993.

Section 2. THE AGREEMENT shall be automatically renewed from year to year thereafter unless either party gives notice, in writing, to the other at least sixty (60) days prior to the expiration date of this Agreement, or the expiration date of any renewal period, of its intention to change, modify or terminate this Agreement. Where such notice is given, then the parties shall endeavor during said sixty (60) day period or for a longer period of time, at the option of the Union to negotiate for a new Agreement.



Daniel DiTolla
President
I.A.T.S.E. Local 642



Robert E. Mulcahy III
President
and
Chief Executive Officer
For N.J.S.E.A.



Thomas DeLillo
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