

✓ Contract no 591

AGREEMENT

Between

NEW JERSEY HIGHWAY AUTHORITY

and

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE
UNITED STATES AND CANADA
LOCAL 536

Effective:

JANUARY 1, 1989 THROUGH DECEMBER 31, 1991
GARDEN STATE ARTS CENTER

APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A Professional Corporation
500 Morris Avenue
Springfield, New Jersey 07081
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AGREEMENT made and entered into this day of May, 1989,
by and between NEW JERSEY HIGHWAY AUTHORITY, (hereinafter
called "Employer") and LOCAL 536 of THE INTERNATIONAL ALLIANCE
OF THEATRICAL STAGE EMPLOYES AND MOVING PICTURE MACHINE
OPERATORS OF THE UNITED STATES AND CANADA (hereinafter called
"Union").

W I T N E S S E T H:

WHEREAS, Union is the duly authorized collective bargaining
representative of certain employees whom Employer engages to
perform services in the Amphitheatre and in connection with
shows performed therein; and

WHEREAS, the parties hereto are desirous of establishing
the standards of wages, hours and working conditions under
which such employees shall work for Employer during the term of
this Agreement;

NOW, THEREFORE, in consideration of the promises and the
mutual covenants and conditions herein contained, the parties
hereto do hereby agree as follows:

I. RECOGNITION

Employer agrees to and does hereby recognize Union as the
sole and exclusive bargaining agent for the stage employees
working on stage and stage-related areas of the Garden State
Arts Center (hereinafter called "Amphitheatre"), all such stage
employees being hereinafter referred to as "employees". The
word "Amphitheatre" as used herein and elsewhere in this
Agreement shall include the entire building and it shall

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include, in addition, the surrounding lawn area and mall if and when stage attractions are presented there excluding, however, the Heritage Festival and ethnic shows.

II. SCOPE AND JURISDICTION

In general, the scope of this Agreement and the jurisdiction of Union hereunder shall extend to all the following stage-related work: carpentry, electrical, property and other stage-related work recognized as traditionally falling within the jurisdiction of Union performed within the Amphitheatre and in connection with all shows and attractions produced in such theatre, including "taking-in" and "taking-out", handling, assembling and dismantling of any and all equipment covered hereunder and used in connection with any show or attraction, within the Amphitheatre, including rehearsals, auditions and performances, excluding work traditionally done by other employees of the New Jersey Highway Authority.

Further, Union's jurisdiction extends to all stage-related carpentry, electrical, property and other stage-related work recognized in the industry as falling within the jurisdiction of Union within the Amphitheatre. This excludes work traditionally done by other employees of the New Jersey Highway Authority. More specifically, but without in any way limiting the generality of the foregoing, Union's jurisdiction extends to, covers and includes all such work performed in normal "take-in" and "put-on" of shows and attractions, including

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installations and maintenance, repair, upkeep, setting, striking, dismantling, operation, movement and/or handling of the following:

(a) All stage properties such as: all chairs, seats, stands, racks, benches, furniture, drapes, carpeting, valances, curtains, hardware, upholstery or other decorations or displays, excluding work traditionally done by other employees of the New Jersey Highway Authority;

(b) All stage electrical fixtures, electric signs, motors, stage wiring, fuses, lamps, generators, spot lights, switchboards, patching panels, electrical pipes, tormentors and border lights, electric, electronic and sound systems and circuits, optical and mechanical devices and all lighting, visual, sound, audio and other effects of all kinds as well as all electronic and related circuitry in connection with the stage or any type of theatrical effect, excluding work traditionally done by other employees of the New Jersey Highway Authority; and

(c) All staging or theatrical accessories, musical instruments, scenery, properties, screens, travelers, masking, platforms, risers, turn-tables, traps, stage elevators, rigging, backgrounds, stage floor (including the cleaning, mopping and/or polishing thereof and irrespective of whether such flooring be wood, tile, linoleum or other material), railings, scaffolding that is part of a set or that affects the presentation, excluding work traditionally done by other employees of the New Jersey Highway Authority.

In addition, the jurisdiction of Union hereunder shall cover and include the work of raising and lowering of the stage pit and the loading and unloading of trucks or other storage vehicles taking any stage materials, properties, chairs, seats, stands, racks or musical instruments in and/or out of the Amphitheatre except for work traditionally done by other employees of the New Jersey Highway Authority.

It shall also include the work covered by this Agreement on or in connection with any stage equipment, apparatus, devices or processes, whether manual, optical, electrical, electronic or otherwise hereinafter used which may substitute for, augment, be an improvement upon or operate or control any of the foregoing.

In no event shall any show or attraction be permitted to bring in any of its own personnel to perform any work of the kind described in this Agreement on house equipment. If a show or attraction brings in its own equipment in any Department (electric, prop, carpenter or sound), it is permitted to bring in not more than a Head in that Department to work as a Head and any additional personnel needed in that Department shall be under the jurisdiction of the Union. Notwithstanding the foregoing limitations, with the consent of the Union (which shall not be unreasonably withheld or delayed) a show or attraction may bring in its own personnel to perform work of a unique and specialized nature when the Union is unable to supply the qualified personnel to perform such work.

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None other than employees of Employer under the terms of this Agreement shall perform any of the work coming within the jurisdiction of Union as above described; except that when the work is such as to necessitate the use of building or outside trades in conformity with established practices in the industry, such outside help may be used for that purpose provided employees hereunder are used to assist when the Union jurisdiction is involved as herein stated, but does not include work traditionally done by other employees of the New Jersey Highway Authority.

The foregoing is intended to describe and define the present jurisdiction of Union and not to expand such jurisdiction or infringe upon the existing jurisdiction of any other union.

III. UNION SECURITY

(a) As a condition of continued employment, all employees who are not members of the Union shall pay to the Union a representation fee in lieu of dues for services rendered by the Union as the majority representative. Such representation fee shall be in an amount equivalent to regular membership dues, initiation fees and assessments charged by the Union to its own members less the cost of benefits financed through dues, fees and assessments and available to or benefitting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

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Supplement

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(b) Employer shall give Union sufficient advance notice of all vacancies for positions coming within the scope of this Agreement. Union, through its Shop Steward, will be responsible for supplying all applicants to fill calls other than as members of the basic crew. Union shall refer applicants to Employer to fill any position, as a member of the basic crew. It is agreed, however, between the parties hereto that hiring of employees hereunder shall not be inconsistent with any applicable State or Federal laws. The Union shall provide the employer with a list of stagehands, including apprentices, available for work at the Garden State Arts Center.

(c) In hiring persons to perform services covered by the terms of this Agreement, Employer shall grant preference of employment to those persons who have previously been employed as stage employees within Monmouth County, New Jersey under Local Union 536, subject to paragraph (e) hereunder.

(d) Employer agrees not to discriminate against any employee or applicant for employment by reason of membership in the Union or because of anything said or done in furtherance of the Union.

(e) The Employer and Local 536 are committed to the principle of equal employment opportunity for all. It is the policy that this Agreement be administered to ensure that all qualified employees and applicants for employment are treated

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equally, without regard to their race, sex, age, creed, color, national origin, ancestry, marital status, handicap, atypical hereditary cellular or blood trait, or because of liability for service in the Armed Forces or status as a disabled or Vietnam era veteran. The parties agree to cooperate in an effort to meet affirmative action goals and timetables, and to increase employment opportunities for minorities, females and handicapped persons to the extent permitted by law.

(f) The Shop Steward shall represent the employees and deal with the Production Manager in the settlement of all disputes. If the Shop Steward and the Production Manager are unable to agree, the dispute will then be submitted to the Business Agent and the Arts Center Co-ordinator for resolution. If the dispute is not settled at this level, it may then be submitted as a grievance in accordance with Article XVII. Employer agrees not to penalize the Shop Steward for representing the Union.

(g) The Employer shall compensate the Shop Steward in an amount equal to three (3) straight-time hours pay per week in recognition of his assistance in preparation of the payroll. Such pay shall not be taken into account for overtime purposes.

IV. BASIC HOUSE CREW

The minimum basic house crew for the Amphitheatre shall consist of a Head and Assistant Head Carpenter, a Head and

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Assistant Head Electrician, a Head and Assistant Head Property person and a Head and Assistant Head Sound person, subject to the modified basic house crew in a pre-rigging call as set forth in Article XVIII(a).

Each Department shall be confined to performing work within the scope of that Department; provided, however, that the Authority shall have the right on occasion to assign qualified employees across departmental lines, in case of emergency or unforeseen circumstances. The four (4) departments shall be:

- A. Carpenter Department
- B. Electrical Department
- C. Property Department
- D. Sound Department

V. WORK WEEK AND WAGE SCALE SCHEDULE

(a) The work week shall commence on Sunday and end with the following Saturday night's performance. Irrespective of whether or not a show plays Sunday, the week shall end Saturday night.

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(b) All employees working shall be paid weekly, except as otherwise provided, as follows:

RATES FOR 1989 SEASON

(Straight Time)

<u>Category</u>	<u>Rate per Hour</u>	<u>Show Rate</u>
Heads of Departments	\$20.28	\$86.43
Assistant Dept. Heads	16.52	69.80
Keypersons	15.52	64.80
Grips	14.18	59.41
Riggers and Construction	21.61	92.13

RATES FOR 1990 SEASON

(Straight Time)

<u>Category</u>	<u>Rate per Hour</u>	<u>Show Rate</u>
Heads of Departments	\$21.50	\$91.62
Assistant Dept. Heads	17.45	73.69
Keypersons	16.45	68.69
Grips	15.03	62.97
Riggers and Construction	22.91	97.66

RATES FOR 1991 SEASON

(Straight Time)

<u>Category</u>	<u>Rate per Hour</u>	<u>Show Rate</u>
Heads of Departments	\$22.36	\$95.28
Assistant Dept. Heads	18.11	76.44
Keypersons	17.11	71.44
Grips	15.63	65.49
Riggers and Construction	23.83	101.57

(c) i. All employees shall be paid for the current week no later than 5:00 p.m. of Wednesday of the following week.

ii. All reimbursements or other charges due an employee shall be paid the following pay day if submitted by the prior Saturday night.

(d) All employees other than Heads and the Assistant Heads in Electric, Carpenter, Property and Sound shall be considered and paid as grips except where the contract expressly specifies that they are to receive keypersons rates. Assistant Heads in Electric, Carpenter, Property and Sound shall receive Assistant Department Head rates at all times. Whenever there are Keypersons jobs to be performed, the Assistant Head in the respective Department shall be the first person assigned to such job.

At no time and under no circumstances shall a member of any department be called upon, required or permitted to perform

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work in any other department; the foregoing is subject, however, to Article IV, second paragraph, Article XVII and Article XVIII(a)..

Keypersons include the following:

Spotlight employee
Head Flyperson
Assistant Flyperson, if used
Assistant Switchboard Operator, if used
Assistant Sound Console Operator, if used
Winch Operator, if used
Projectionists and Assistants, if used

Whenever a keyperson is receiving a keyperson show rate, he will receive the keyperson hourly rate for "take-ins" and "take-outs".

(e) All Heads and Assistant Heads shall receive a minimum of forty (40) hours of pay (40 x the broken time rate) each week from the start of de-winterization to the end of winterization subject to the qualification that if the theatre is permanently closed at any time during the season, the foregoing guarantee for that season shall be terminated at such time. All broken time and performances shall count towards these forty (40) hours. Once a Head or Assistant Head reaches his forty (40) hours, the contract requirements shall apply as to the computation of hours thereafter.

(f) Straight time shall be paid for the first eight (8) hours worked or credited in a day (excluding performance time) unless any of such hours are on Sundays, holidays or between midnight and 8:00 a.m. All hours worked (excluding hours for

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which overtime is already paid) including performances after forty (40) straight-time hours of actual work, including performances, shall be paid at the straight-time rate in effect at the time of such work plus the half-time hourly rate set forth below:

	<u>1989</u>	
Heads and Riggers	\$11.66	per hour
Keypersons and Assistants	8.89	per hour
Grips	8.28	per hour

	<u>1990</u>	
Heads and Riggers	\$12.36	per hour
Keypersons and Assistants	9.42	per hour
Grips	8.78	per hour

	<u>1991</u>	
Heads and Riggers	\$12.85	per hour
Keypersons and Assistants	9.80	per hour
Grips	9.13	per hour

(g) All work, except as otherwise provided in this Agreement, shall be on the basis of a minimum call of 4 hours. If any such work is performed in excess of 8 hours (exclusive of performance time) on any day or on a Sunday, or between midnight and 8:00 a.m., the rate shall be at time and one half (1-1/2).

(h) All Sunday broken time work shall be paid at time and one-half (1-1/2) with a minimum call of four (4) hours. All hours over eight (8) (excluding performance time) shall be paid at double time.

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(i) The rate for all broken time work between 12 Midnight and 8 A.M. shall be time and one-half (1-1/2).

(j) On Sundays, the performance rate shall be at time and one-half (1-1/2) the show rate.

(k) All work calls on holidays shall be paid at double time. All performances on holidays shall be paid at double the normal show rate. Holidays shall include: Memorial Day, Independence Day, Labor Day and Columbus Day, and if there is any call for employees during any other recognized legal holidays during the year, such additional legal holidays shall be deemed such for the purpose of this contract.

(l) The start of the call shall determine the day on which it falls.

(m) All overtime work shall be paid at time and one-half (1-1/2) unless otherwise specified herein. Overtime shall be computed in half-hour segments where the overtime is five (5) minutes or less and in hourly segments where the overtime is more than five (5) minutes.

(n) With respect to (a) graduations, (b) meetings, (c) non-theatrical events (defined as any event which does not contain any significant theatrical components) and (d) the show rate only for free children's shows and for those free senior citizen shows that do not go beyond two and one half hours (inclusive of the one half hour prior to curtain time) all

rates of pay herein specified shall be decreased by 25%, but all other contract provisions shall apply. If a senior citizens performance goes beyond the two and one half hours, the entire performance shall be paid for at the full show rate.

VI. MEALS

(a) All men in all departments shall break for meals at the same time unless otherwise agreed to between Management and the Shop Steward or Business Agent of the Union.

(b) Unless otherwise agreed to between Management and the Shop Steward or Business Agent of the Union, the hours for meals shall be as follows:

Lunch from 12 Noon to 1 P.M.
or from 1 P.M. to 2 P.M.
at the discretion of Management.
Dinner from 6 P.M. to 7 P.M. or
from 7 P.M. to 8 P.M., at the
discretion of Management.

Midnight Supper from Midnight
to 1 A.M.

Breakfast from 6 A.M. to 7 A.M.

The dinner period shall be either between 6:00 p.m. and 7:00 p.m. or between 7:00 p.m. and 8:00 p.m., provided that in no event shall the span between the end of the lunch period (or 12:00 noon where there is no lunch period because of the call starting at 12:00 noon) and the start of the dinner period exceed six (6) hours. When the dinner period starts at 7:00 p.m., the dinner period shall be one and one-quarter hours

(plus the one-quarter hour "wash-up" time) except that when there is a 4:00 p.m. ethnic festival which ends after 6:30 p.m., then the additional one-quarter hour for the meal period (plus the one-quarter hour for "wash-up" time) shall be back-ended (i.e., the dinner period will be from 7:00 p.m. to 8:30 p.m. before the takeout). Should an 8:00 p.m. show be scheduled by the Arts Center, the parties will negotiate special dinner period provisions to apply in such case.

The midnight supper shall be allowed only to those employees who work a performance and who are required then to "take-out" the show.

(c) The men shall be allowed a fifteen (15) minute paid break immediately prior to every meal period for wash-up, clean-up and travel time.

(d) Time and one-half (1-1/2) the prevailing hourly rate shall be paid if the meal period is not given as above required, i.e., it is not given at all, or it is given at some time other than that specified, or the full amount of time is not allowed, and in addition thereto Employer shall provide the crew with a hot meal at its own expense.

(e) In the event work of an unforeseeable nature is required in any Department during a meal period (and for this purpose, a take-in, take-out or focusing shall not be deemed to be "unforeseeable), all members of that Department shall be

paid the time and one-half payment and receive the hot meal as provided in subdivision (d) hereof. However, if work is required in two or more departments during a meal period, then all members of all four departments shall be paid the time and one-half payment and receive the hot meal per subdivision (d).

VII. MINIMUM CALLS

1. Separate minimum calls shall apply as follows:

Take-in	4 hours
Take-in, Put-on and Rehearsal for Symphony Concerts, free shows and heritage festivals.*	6 hours
Take-out	4 hours
Rehearsal for other Concerts	4 hours
Construction	6 hours
Rigging**	4 hours
Maintenance	4 hours
Bandshell set-up (Take-down)	4 hours
De-winterization	8 hours
Winterization	8 hours

* It is agreed by the parties that the term "Symphony Concerts" is defined as either of the following:

1. A classical music concert in which a symphony orchestra recognized by the American Federation of Musicians or listed in "Musical America -

International Directory of Performing Arts" takes part, regardless of program content, or

2. A classical musical concert in which at least fifty (50%) per cent of the musical selections are from symphony scores and sources, as listed in "Kalmus, Schermer or Bellwyn Mills Listings of Music Available for Rent."

** The foregoing is subject to a two hour pre-rigging call as set forth in Article XVIII(a).

2. On free shows that run concurrently with professional shows, there will be a four (4) hour minimum call on the take-in of the first free show and a four (4) hour minimum call on the last of that same free show, and on all other take-in or take-out calls for that show the minimum call will be two (2) hours for those working the performance and four (4) hours for extras. The minimum call for the take-in, put-on and rehearsal of free shows shall be six (6) hours as provided above in Article VII (1).

VIII. TAKE-IN AND PUT-ON OF ATTRACTION

1. (a) The number of employees specified in the Yellow Card must be strictly adhered to and the full complement of employees shall be employed at all times in the taking-in, putting-on and taking-out of an attraction until such time as dismissed by the Department Head.

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(b) Whether a multiple set show or not, the following shall be adhered to at all times:

i. All Department Heads and any additional employees required shall be on duty, and

ii. All departments will be properly manned at all times for each of the respective calls.

2. In the event there is no Yellow Card, Employer and the Business Agent of the Union or the Shop Steward or the Department Heads shall agree upon the number of employees necessary in the various departments.

3. Employer must notify the Union of the technical requirements of any attraction as far in advance of the take-in of that attraction as is possible. Heads and Shop Steward shall receive copies of all technical riders.

IX. OPERATION OF REGULAR ATTRACTION

(a) Show time shall be a total of three and one-half (3-1/2) hours, that is, one-half (1/2) hour prior to curtain time and three (3) hours of show. In no event shall any part of the one-half (1/2) hour prior to curtain time be invaded for show time except that not in excess of five (5) minutes may be used for playing of the Star Spangled Banner and Show Introduction on childrens shows and except further that announcements from behind the stage may occur within the half hour on any show. For other than children's shows, a taped show introduction and Star Spangled Banner may be played during the half-hour prior to curtain time, but immediately prior to

curtain time. This invasion shall be limited to the duration of the taped announcement, including the Star Spangled Banner, immediately prior to curtain time. The Union agrees to supply a tape deck at the production manager podium at stage right, from which pre and post show music will be provided on tapes supplied by the employer.

(b) For any time more than three and one-half (3-1/2) hours, time shall be computed in one-half (1/2) hour segments for overtime of five (5) minutes or less and in hourly segments for overtime of more than five (5) minutes, the rate to be time and one-half (1-1/2) the prevailing show rate for any such overtime (that is, 1-1/2 times the prevailing show rate divided by 3-1/2).

(c) In the event that the pre-set of a show takes longer than the normal one-half (1/2) hour, or adjustments must be made before the house is open, Employer shall have the right to call the necessary crew members one hour immediately prior to the half hour.

(d) In the event that work is required after the end of a performance (not a take-out) which results in Stagehands working past the three and one half (3 1/2) hours of showtime, then anytime after the three and one half (3 1/2) hour period is overtime and will be compensated at the prevailing hourly rate with one half (1/2) hour credited for five (5) minutes or less and one hour (1) credited for more than five (5) minutes worked. This post show hour will also be charged if a show wants to do additional work after a show which is not related to the normal closing up of the show even if there is time left

in the show call. This post show hour will be administered so that employees will not receive double pay for any period of work.

X. BROKEN TIME WORK

(a) Broken time work shall consist of all work other than performances.

(b) Between work calls there shall be a rest period of at least eight (8) hours from the time the crew leaves the theatre. If the crew is required to return before receiving a full eight (8) hour rest period, they shall receive double the prevailing rate for the hours invaded. Only those employees who actually work the previous call will receive this turnaround invasion pay.

XI. REHEARSALS

Performer warm-ups or rehearsals will require no Department Heads provided that:

- (a) No electrical lights more than 2,000 watts are used;
- (b) No sound equipment is used;
- (c) No props are moved or used;
- (d) No curtains or drops are used.

Otherwise, the departments whose equipment is used will be staffed with the show crew but if more than one department is called, all departments will be called.

XII. TAKE-OUT OF AN ATTRACTION

In the event any person works beyond a four (4) hour minimum call for a take-out, or if any hour of such four (4) hour minimum call falls between the hours of 12 Midnight and 8 A.M. or on a Sunday or holiday, he/she shall be paid the applicable overtime rate.

XIII. CONSTRUCTION WORK AND WINTERIZATION AND DE-WINTERIZATION

(a) The Union will perform all maintenance and repairs traditionally performed by stagehands. This work will not include work traditionally done by other employees of the New Jersey Highway Authority.

(b) Stagehand work to be performed exclusively by stage employees will be stage flooring, band shell, ceilings, rigging, minor painting of all equipment and/or scenery and props, and related equipment, hanging of any and all stage related equipment, electrical fixtures, sound jacks, speakers and related wiring, repairs to all equipment assigned to the Property Department, curtains, draperies, valances, wood, scaffolding, microphone inputs, amplifiers, recorders and all equipment and wiring related to the Sound Department.

(c) All work other than construction, major painting such as the band shell and ceilings, or rigging shall be at the straight time rate for the first eight (8) hours and at the

applicable overtime rate for any hours in excess of eight (8) or on Sundays, holidays or between Midnight and 8 A.M. No pre-set of any nature, such as setting of the band shell, shall be done during the de-winterization period unless it is on the basis of a separate minimum call with all of the departments properly staffed, and if such call is during the de-winterization period, it shall be in addition to the regular 8-hour day and paid for at the applicable overtime rate.

XIV. REPLACEMENTS

scope [(a) Employer may not replace persons on a job in order to avoid payment of higher rates. The same person must be kept on until the end of the call.

(b) Employer shall not demand a new crew or part of a new crew in order to avoid the requirements of the rest period provisions in Article X(b) of this Agreement:

(c) When it is necessary to replace an employee, same shall be replaced through the office of the Union with the approval of the Employer. The replacement will be compensated at the applicable rate under this Agreement and the employee replaced will, of course, not be compensated at all.

(d) In no event shall any member of the basic crew be terminated without just cause and then only upon two (2) weeks' written notice to the employee and the Union stating the ground(s) for such termination. However, in the case of a

termination for drunkenness, dishonesty or insubordination, the written notice need not be given two (2) weeks prior to termination. Union will secure suitable replacement for a terminated employee who will be subject to the approval of the Employer.

XV. PIT CHANGES

(a) A minimum crew of ten (10) persons shall be employed at all times to perform the work of raising and/or lowering of the stage pit, one of such persons to be designated as the Crew Chief.

(b) The minimum call for raising of the stage pit shall be six (6) hours and the minimum call for lowering of the stage pit shall be six (6) hours. Pit changes (i.e., raising and/or lowering) shall be considered separate calls. No Department Head shall be required on any pit call other than the one member of the crew to be designated as the Crew Chief.

(c) No person shall be assigned to work on a pit change if such work will cause that person to work for an extended period of time and result in such person not receiving a reasonable amount of rest. By way of a guideline, a person may work immediately prior to and including the pit change, but in that event may not work immediately after the pit change unless a rest period of at least eight (8) hours is allowed in accordance with Article X(b) hereof or, conversely, a person

may work the pit change and immediately thereafter, but in that event may not work before the pit change unless there is a rest period of at least eight (8) hours between the start of the pit change and the end of the previous work.

(d) No sound equipment or props shall be used during the pit change call.

(e) The rates of pay for a pit change call shall be those specified in Article V(b) of this Agreement for construction work. For pit raising and lowering, the Crew Chief will receive the Head rate plus two dollars (\$2.00) or the construction rate plus one dollar (\$1.00), whichever is higher.

XVI. OFF SEASON WORK

All work which takes place between the end of winterization and the beginning of dewaterization shall be called off season work and the following considerations shall apply:

(a) No performance, meeting, graduation or other type of attraction shall take place during this period and, therefore, no performance rates of pay are applicable.

(b) All other rates of pay (broken time rates) are applicable with a four (4) hour minimum call.

(c) When the New Jersey Highway Authority contemplates work to be performed in the jurisdiction covered by the bargaining unit, the parties shall meet to discuss the utilization of bargaining unit employees to perform the work.

There shall be no bidding out of this work until after such meeting.

(d) If work is to be performed within the jurisdiction of a department and the parties determine to utilize bargaining unit employees, the minimum manpower call shall be the Head and Assistant of the department involved.

(e) If work is performed in two or more departments on the same call, there shall be no requirement to call more than the departments involved.

(f) All work on Saturday and Sunday shall be paid at time and one half the regular hourly rate.

(g) It is recognized that, while the employer has the explicit right to contract out work for fiscal reasons or because of special expertise of contractors for which the Union is unable to supply qualified personnel, it is the intent of the Employer to utilize bargaining unit employees and the parties will use all their best efforts to reach that end.

XVII SELF CONTAINED ATTRACTIONS

The following shall apply to all self-contained traveling attractions (where the act travels with its own sound and light) which appear at the Garden State Arts Center and do not travel under a "yellow card."

(a) After the take-in call has progressed for four (4) hours, the Production Manager, in consultation with the

department Heads, shall determine if it is practical to break down to show crew. Items to be considered shall be:

- (1) The work left to be done,
- (2) Manpower necessary to accomplish it and
- (3) The time left to do the work.

(b) If there is work left to be done in the take-in which can be done by the show crew, then a breakdown may occur. In assessing manpower needs it is understood that the departments may share manpower during this post four (4) hour period if it is feasible. If it is determined that it is not possible to breakdown at four (4) hours, then there will be a reassessment each hour until such a breakdown occurs. The breakdown shall be simultaneous in all departments.

XVIII. SPECIAL CIRCUMSTANCES

(a) Pre-rigging call. For a maximum of two (2) hours immediately prior to the start of the regular "take-in" call, the Employer may make a rigging call. The minimum crew for this call shall be: (a) all Heads of Department, (b) all Assistant Department Heads, (c) the complete Carpentry Department for the take-in call. No work other than unloading of necessary boxes, etc., to get to the rigging equipment may take place at this time and all personnel present will assist in loading and unloading those boxes, etc., which impede the unloading of the rigging equipment. The electrical hookups for

the rigging will be done at this time if it is feasible to do so. This pre-rigging call shall be available for both self-contained traveling attractions and other than self-contained shows.

(b) Taping or Filming. In the event of any taping, recording, broadcast, televising or photographing, either video or sound, of any performances or events at the Amphitheatre the person, firm or corporation, excluding bona fide news persons, involved therein shall make arrangements as to the cost and manpower requirements by mutual agreement with the Employer and the Business Agent of the Union. If mutual agreement cannot be reached, Employer will not allow any such taping, recording, broadcast, televising or photographing to be done within its premises. It is agreed that the Union and the Employer will cooperate in their mutual interests to encourage taping and filming activity.

(c) Photo Calls. A charge of one hour at the prevailing rate for all men on the call will be made whenever a photo is taken from the visible stage floor, the wings or the ramps or whenever photos are taken anywhere on the stage floor or ramps by a professional photographer. The Employer will use its best efforts to prohibit unauthorized photos, but it is understood that no photo call will be charged if it is beyond the control of the Employer when the photo is taken. This photo call

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provision shall not apply to heritage festivals and other cultural fund events where large groups of amateurs are involved, nor shall it apply to photos taken exclusively for the use of the Authority.

(d) Television. In the event the Amphitheatre is used or rented for commercial television purposes, all electronics, electrical, carpentry, property and related work in connection therewith, including the installation of all equipment and the performance of all light direction functions, shall belong under the jurisdiction of Union, subject to allocation by the International; the parties to negotiate all the conditions under which such work is to be done. It is understood that closed circuit projection shall be operated the same as heretofore.

XIX. GRIEVANCES

(a) Both the Union and Employer will exercise their best efforts to assure that all disputes, controversies or grievances arising out of this Agreement, or the interpretation of any of the provisions thereof shall be settled and disposed of within twenty-four (24) hours after notice of such dispute, controversy or grievance shall be given by the Union to Employer, or by Employer to the Business Agent of the Union, as the case may be.

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(b) If the matter cannot be settled within twenty-four (24) hours after notice of such dispute, controversy or grievance, the matter in dispute shall be settled and determined by a committee of three (3) persons or their alternates designated by the Union and by a like number of persons or their alternates designated by the Employer. This committee shall be known as the Joint Conference Committee. Unless a majority of the persons so designated shall settle and determine the matter within such period of twenty-four (24) hours, but in any event not more than thirty (30) days, the same shall be forthwith referred to the I.A. General Office without further notice.

(c) Pending the determination of the matter, no step shall be taken by either party to enforce its demands and the matter shall remain in status quo pending decision. Both parties agree that a report of any grievances may be made over the telephone or in person and later confirmed in writing by either party and both parties agree that they will have available their respective representatives for the hearing of such matter within such period of seven (7) days.

XX. PROVISIONS OF GENERAL APPLICABILITY

(a) The Employer hereby agrees to maintain at all times proper sanitary conditions, toilets and wash basins, etc., proper provisions for safe ingress and egress of employees in

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the event of an emergency, and lockers for the protection of the employee's property.

(b) The Business Agent or his representative shall have access to the Amphitheatre when work is being performed hereunder.

(c) The Union has at all times the right to demand that employees hereunder be surrounded with reasonable safeguards while working and also that the Employer furnish proof that he carries Employer's Liability and Workers' Compensation Insurance. The Employer agrees further to continue to pay the employer's share of Social Security for the employees covered hereby.

(d) A room shall be furnished by Employer for the exclusive use of the Shop Steward and Department Heads to enable them to attend to necessary paperwork.

(e) As the Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, nothing in this contract shall ever be construed to interfere with any obligation the Union owes to such International Alliance by reason of a prior obligation.

(f) In the event a question arises as to how a particular condition not specifically covered in this contract shall be treated, it is understood and agreed that the practice and

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precedent originally established shall prevail until such time as Union and Employer shall negotiate in writing a resolvment of same.

(g) The Employer shall have the right to make reasonable rules and regulations necessary for the conduct and management of its business and employees hereunder shall be required to obey all such rules and regulations insofar as they do not conflict with the terms of this Agreement, with the By-Laws and Working Rules now in force of the Union, or with the Constitution and By-Laws of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada to the extent such By-Laws and Working Rules of the Union and such Constitution and By-Laws of the International do not conflict with any applicable State or Federal laws.

XXI. CHECKOFF

Employer agrees that it will deduct a percentage determined by the Union of all wages earned and to be earned by each employee covered under this Agreement, for whom there has been or shall be filed with the Management a written assignment in accordance with Section 302(c) of the Labor Management Relations Act of 1947, or a representation fee in lieu of dues pursuant to N.J.S.A. 34:13A-5.5. Employer shall commence making such deductions with the first wage payment to be made

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to such employee following the date of the filing of said written assignment, and such deduction shall continue thereafter with respect to each and every subsequent wage payment to be made to each such employee during the effective term of said written assignment.

Within one week after the end of each payroll period, Employer shall remit to the Union, by check drawn to the order of the Union, the total amount of all deductions made during the said payroll period of all such employees. At the time of such remittance, and together therewith, Employer shall furnish also to the Union a record certifying the names of the employees on whose account such deductions were made and their respective earnings for said payroll period.

XXII. PRE-SEASON AND POST-SEASON ATTRACTIONS

(a) Unless otherwise agreed to between Employer and Union, all pre-season and post-season attractions shall be governed by the same contractual provisions as apply to seasonal presentations, except as expressly stated otherwise hereinafter.

(b) On children's shows, shows for the underprivileged, the blind, the handicapped, senior citizens, and with the consent of the Union, other similar types of attractions, if two performances occur entirely within the limit of three and one-half (3-1/2) hours, the first performance will be paid for at the show rate and the second performance will be paid for at

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one-quarter (1/4) of the show rate. However, there is to be no splitting up of the performance call. In the event the second performance runs beyond the three and one-half (3-1/2) hour period, the additional time is to be paid for at time and one-half (1-1/2) the hourly rate in segments of one-half hour for five (5) minutes or less and one hour for more than five (5) minutes. Between the two performances, Employer shall furnish a suitable meal to the crew at the Employer's expense.

(c) On Heritage Festival presentations or ethnic group programs given on the mall, if backstage equipment of the house is utilized, one stagehand shall be employed to supervise the handling, setting up, operating and/or striking of such equipment. Such stagehand shall be someone other than a member of the regular stage crew.

XXIII. PENSION

Employer shall contribute to the I.A.T.S.E. National Pension Fund, Plan B the sum of three dollars and thirty cents (\$3.30) per day for each day's pay of any employee hereunder, provided, however, that Employer shall not be required to make contributions for more than five (5) days at the specified rate for any one employee during any one week. Effective in the 1990 season the Employer's contribution will be increased to the sum of three dollars and forty-five cents (\$3.45) per day and effective in the 1991 season the sum of three dollars and

seventy-five cents (\$3.75) per day for each day's pay of any employee hereunder, provided, however, that Employer shall not be required to make contributions for more than five (5) days at the specified rate for any one employee during any one week. Such contributions shall be made weekly by check to the I.A.T.S.E. National Pension Fund and shall be transmitted to the said Fund at their offices at 2109 Broadway, New York, N.Y. 10023 (16th Floor) together with remittance reports on forms provided by said Fund, furnishing the information called for therein. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the I.A.T.S.E. National Pension Fund and to be responsible for any attorneys' fees and other expenses that may be incurred in collecting contributions due hereunder should there be default in payment thereof. The Employer further agrees to execute the standard form of Participation Agreement required of all contributing employers by the said I.A.T.S.E. National Pension Fund.

XXIV. SICK LEAVE

(a) Each Department Head and Assistant Department Head shall be entitled to eight (8) days of paid sick leave per season, each such day to be the equivalent of eight (8) hours of broken time pay.

(b) Effective with the 1989 season, those Stagehands who meet the minimum hours worked requirement set forth in this

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Article shall be covered under the Authority's Temporary Disability Benefit Plan. In order to qualify for such benefits, the employee must have worked a minimum of 500 hours for the Authority during the one-year period immediately prior to the commencement of his or her illness or injury. The maximum benefits payable under the Plan are four (4) weeks at three-quarters of the employee's hourly rate times 40 hours. There shall be a one-week waiting period, and a coordination of benefits provision, as more fully set forth in the Authority's Temporary Disability Benefit Plan. The rules and regulations of said Plan and all other eligibility requirements shall be applicable to this provision.

XXIV. SUCCESSORS

This Agreement shall be binding upon the Employer and the Union and any successor, assignee, transferee of either of them.

XXV. DURATION

This Agreement shall be in force from January 1, 1989 through December 31, 1991. At least sixty (60) days' prior to December 31, 1991, the parties shall meet and confer to negotiate the terms of a new Agreement to take effect January 1, 1992.

NEW JERSEY HIGHWAY AUTHORITY

By William H. Tremayne

THE INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYES AND
MOVING PICTURE MACHINE OPERATORS
OF THE UNITED STATES AND CANADA,
LOCAL 536

By Frank H. Monks
(President)

By James A. Schroeder
(Business Representative)

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