

MASTER AGREEMENT

&

SCHEDULES A

between

Alaska Center for the Performing Arts Employers

and

I.A.T.S.E. LOCAL #918

11.1.22-6.30.24

TABLE OF CONTENTS

Article 1: Parties and Purpose	3
Article 2: Definitions	4
Article 3: Recognition	6
Article 4: Union Security and Dues Checkoff	7
Article 5: No Strike /No Lockout – Force Majeure	8
Article 6: Grievance and Arbitration Procedures	9
Article 7: Employment Referral Procedures	11
Article 8: Contracting Out	15
Article 9: Union Responsibilities	16
Article 10: Employee Training	17
Article 11: Management Rights	18
Article 12: Work Rules	19
Article 13: Safety and Minimum Crew Requirements	22
Article 14: Discipline and Discharge	25
Article 15: Classifications, Wages & Retirement	26
Article 16: Waiver and Modifications	28
Article 17: Successors and Assigns	29
Article 18: Term of Agreement	30
Signature Page	31
Appendix #1: Union Call Timelines	32
Appendix #2: ACPA Code of Conduct	33
Schedule A: ACPA	35
Schedule A: Anchorage Concert Association	37
Schedule A: Anchorage Opera	39
Schedule A: Anchorage Symphony Orchestra	41

ARTICLE 1
PARTIES AND PURPOSE

This agreement, made effective as of the 16th day of January, 2023, by and between Alaska Center for the Performing Arts, Inc. ("ACPA"), Anchorage Opera, Inc., Anchorage Symphony Orchestra, Inc., and Anchorage Concert Association, Inc.; (individually "Employer" or collectively "Employers") and Stagehands Local # 918 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC ("Union"), is for the purpose of (1) establishing the method by which the Employers may hire stagehands to perform work at The Alaska Center for the Performing Arts in Anchorage, Alaska, and (2) establishing the wages, hours, and other terms and conditions of employment of such stagehands when working for any of the afore-named Employers at the Center.

ARTICLE 2

DEFINITIONS

- 2.1 ACPA Qualified Stagehand & Theatrical Artisan List: A document prepared and maintained by ACPA, listing all Qualified Persons.
- 2.2 ACPA Stagehand & Theatrical Artisan Qualifying Criteria: A document prepared and maintained by ACPA, stating the qualifying criteria which must be met by an individual in order to be qualified to work at the Center in a classification listed in this agreement.
- 2.3 Call: A request by an Employer for Union dispatch of potential Employees, to include classifications and numbers of potential Employees requested per department, per shift.
- 2.4 Center: The Alaska Center for the Performing Arts facility located in Anchorage, Alaska.
- 2.5 Certified Crew Manifest: A list of potential Employees to be dispatched by the Union to an Employer, submitted in response to a Call, on which the Union certifies that all persons listed have been contacted and have committed to meeting the Call.
- 2.6 Commercial Purpose: An undertaking by, or on behalf of, a for-profit enterprise, intended to produce a profit.
- 2.7 Contracting Out: Securing the performance of work, which could be performed by Employees working within their classification, by a party which is not an employee of the Employer (member of the CBA).
- 2.8 Educational Event: An event, which is not for commercial purposes (as defined in 2.6) and is produced for educational purposes.
- 2.9 Employee: An individual referred through the Union hiring hall and employed by an Employer (member of CBA) to work in a classification listed in the appropriate Schedule A to this agreement.
- 2.10 Employer: One of the Employer participants in this CBA as described in Article 1.
- 2.11 Principal of Interchange: An Employee dispatched for employment in any department may assist workers in other departments when said Employee is Qualified, as long as minimum staffing is maintained in both departments.
- 2.12 Qualified or Qualified Person: A person who meets the criteria established by ACPA to work in a represented classification in and around the Alaska Center for the Performing Arts building.
- 2.13 Recording: A live broadcast or film, video or audio recording, used for a Commercial Purpose.
- 2.14 Rehearsal/Performance Call: A Call period involving activities that are designated as a rehearsal or performance.
- 2.15 Technical Staff: Individuals regularly employed by an Employer, to perform non-administrative services,

which are integral to the staging of a performance and not merely routine labor.

- 2.16 **Work Day:** A twenty-four (24) hour period, beginning at 6:00 AM.
- 2.17 **Work Week:** Seven (7) consecutive days, beginning on Monday at 6:00 AM and ending at 6:00 AM the following Monday.
- 2.18 **Worker:** A person hired by an entity, which has Contracted with an Employer to provide Qualified Persons to work at ACPA in a classification listed in a Schedule A to this agreement.
- 2.19 **Working Call:** A call period during which load-in, set-up, rigging, carpentry, electrics hanging, electrics focusing, wardrobe cleaning or repair, property set-up or repair, audio set-up, strike and/or load-out occurs, without a rehearsal or performance occurring.

ARTICLE 3

RECOGNITION

- 3.1 Each Employer recognizes the Union as the sole and exclusive collective bargaining representative of all Employees employed to work at the Center in a wage classification set forth in the Schedule A applicable to that Employer.
- 3.2 The Employers agree to cause a notice to appear in the printed program for each production utilizing Employees that states: "Stagehand and Wardrobe Employees provided by I.A.T.S.E. Local 918" together with the International Union Emblem, such artwork to be provided by the Union.

ARTICLE 4

UNION SECURITY AND DUES CHECKOFF

- 4.1 An Employee who has been dispatched by the Union and has worked for an Employer, or an employer who is party to an agreement with the Union, for a total of one thousand (1000) hours or more, shall, as a condition of continued employment by the Employer, pay the Union the initiation fees and dues then being charged by the Union to its members. This Section shall not be construed or applied so as to interfere with the Employee's rights under the National Labor Relations Act ("NLRA") or the Labor-management Relations Act ("LMRA").
- 4.2 Upon written request by the Union, an Employee who has been dispatched by the Union, will be dismissed for failure to pay the initiation fees or dues to the Union. This section shall not be construed or applied so as to interfere with Employee rights under the NLRA or the LMRA. The Union agrees to indemnify, defend, and hold the Employer harmless from any liability on account of any such dismissal of an Employee for failure to pay Union initiation fees or dues.
- 4.3 The Employer will, upon receipt of a written authorization from an Employee that conforms with the LMRA, deduct working dues/work referral fees from the Employee's gross wages and forward such dues to the Union not later than the fifteenth (15th) day after the payroll period in which the wages were earned. Along with the deducted dues, the Employer will provide the Union with a record showing each Employee's (1) hours worked, (2) pay rate for such hours, (3) gross pay, (4) the amount deducted for dues, and (5) benefit contributions made on behalf of such Employees.
- 4.4 As the Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories, and Canada, AFL-CIO, CLC, nothing in this agreement shall be construed to interfere with any obligation the Union owes to such International Alliance by reason of prior obligation; but this agreement shall in no way be construed so as to conflict with any applicable state or federal laws.

ARTICLE 5

NO STRIKE/NO LOCKOUT – FORCE MAJEURE

- 5.1 The parties agree that there will be no strikes, picketing, work slow-down, or work stoppages by Employees or lockouts by Employers during the life of this agreement or any continuation thereof. The Union further agrees that it will not sanction, aid or abet, encourage or continue any work stoppage, slow-down, strike, picketing, or other disruptive activity by its members during the life of this agreement or any continuation thereof, and shall undertake all reasonable means to prevent or terminate any such activity.
- 5.2 Neither party shall be held liable, including for Employee wages except as required by this section, or in default or breach of this agreement for any delay or failure in performance of any part of this agreement resulting from any cause beyond such party's control and without its fault or negligence, such as acts of god, acts of civil or military authority, acts of a public enemy, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fire, explosions, earthquakes, tsunamis, nuclear accidents, floods, power black-out, brown-out or surges, volcanic action, other major environmental disturbances, lightning, unusually severe weather conditions, inability to secure anticipated products or services of other persons or organizations, acts or omissions of transportation carriers, or any other similar cause beyond its control. Where an Employee reports to work prior to notice of, or occurrence of a covered event, the Employee shall be paid for the hours actually worked, or the applicable Minimum Call, as defined by the Employer's Schedule A, whichever is greater.

ARTICLE 6
GRIEVANCE AND ARBITRATION PROCEDURES

- 6.1 It is the intent of the parties to create a working environment, which encourages open communication between Employers and their Employees.
- 6.2 Grievances shall be limited to an allegation that this agreement has been violated, misapplied, or misinterpreted. A grievance does not include general allegations, which do not relate to a specific provision of this agreement.
- 6.3 Time limits required throughout this article may be extended upon written mutual agreement between the Union business agent and the Employer's chief executive officer ("CEO"). Failure by the grieving party to either request an extension or comply with the timelines shall be deemed an abandonment of the grievance.
- 6.4 The following procedure is the sole and exclusive method for resolving all grievances under this agreement:
6. Step One: An Employee shall report the alleged grievance to his or her steward. The steward or business agent and the Employee shall meet with the Employer's senior production department staff member who was on duty when the grievance arose, within ten (10) days after the Employee knew or should have known about the grievance, and informally discuss and attempt to resolve the grievance. If a grievance is resolved at step one, the Employer's production department staff member involved shall reduce the resolution to writing and provide a copy to the Union business agent and the Employer's CEO.
- B. Step Two: If informal efforts to resolve an Employee's grievance are unsuccessful or if the grievance is a class action, the Union shall present a written grievance to the Employer's CEO within twenty (20) days after the informal discussion with the production department staff, or within thirty (30) days after the Union became aware or should have become aware of the class action grievance. The written grievance shall set forth the name of the Employee(s), the specific nature of the grievance, the specific provisions of this agreement alleged to have been violated, misapplied, or misinterpreted, and the specific relief sought. The grievance must be signed by the Employee(s) and the Union business agent. The CEO shall review the grievance and may schedule a meeting with the Employee(s), Union business agent, and the production department staff involved in the grievance to discuss the matter. The CEO shall respond to the Union in writing within ten (10) days after the receipt of the written grievance or the meeting, whichever is later, setting forth the Employer's position with regard to the grievance.
- C. Step Three: If not resolved at step two, the Union may elect to submit the grievance to arbitration by notifying the CEO in writing of such election, so long as the election is made within ten (10) days after the date of the CEO's written response to the grievance. The Employer will contact the Federal Mediation and Conciliation Service and request a panel of seven (7) Alaskan arbitrators, if available. Upon receipt of the list of arbitrators, the parties shall alternately strike names to select the arbitrator, the first strike to be determined by a coin toss. The Employer shall notify the

arbitrator of his or her selection promptly and request dates on which the arbitrator is available to hear the pending grievance. Every effort will be made to schedule the arbitrator at the parties' earliest convenience based on the selected arbitrator's availability. Nothing in this paragraph prohibits the parties from (1) mutually agreeing to request and utilize a FMCS list, which includes arbitrators not from Alaska or (2) from mutually agreeing on an arbitrator from any other source.

D. Arbitration: The arbitrator shall establish the rules to be followed during the arbitration. The arbitrator shall have no power or authority to alter, amend, or supplement the provisions of this agreement. The decision of the arbitrator shall be rendered in writing and shall be final and binding upon the parties to this agreement and any Employee involved in the grievance. Each party shall pay its own costs associated with the grievance.

- 6.5 Employees who exercise their rights under the grievance procedure, or in an administrative or judicial forum, shall not be discriminated against or suffer any reprisal for exercising those rights.
- 6.6 The Employer may file a grievance against the Union for an alleged violation, misapplication, or misinterpretation of this agreement by filing a written grievance with the Union business agent within twenty (20) days after the Employer becomes aware or should have become aware of the grievance. The grievance shall set forth the specific nature of the grievance, the specific provisions of the agreement alleged to have been violated, misapplied, or misinterpreted, and the specific relief sought. The grievance must be signed by the Employer's CEO. The Union business agent shall meet with the Employer's CEO to discuss the grievance within ten (10) days of the receipt of the Employer's grievance. The Union business agent shall respond to the Employer's grievance in writing within ten (10) days after meeting with the Employer's CEO. If the Employer is not satisfied with the Union's response, the Employer may elect to proceed to arbitration as provided in Section 6.4, subparts (C) and (D) above.

ARTICLE 7
EMPLOYMENT REFERRAL PROCEDURES

7.1 Utilization of Hiring Hall

- A. ACPA shall prepare, maintain and distribute to Employers and the Union, a document (ACPA Stagehand & Theatrical Artisan Qualifying Criteria) stating the qualifying criteria which must be met by an individual in order to be qualified to work at the Center in a classification listed in the applicable Schedule A to this Agreement ("Qualified Person"). In creating this statement of qualifying criteria, ACPA shall give due consideration to qualification criteria established by the Union for referrals. Qualified Person status shall always be determined by ACPA.
- B. The Union shall maintain a separate hiring hall roster of Qualified Persons available for dispatch to Employers. To the extent that an Employer is in need of Qualified Persons, in excess of Employer Technical Staff, to work at the Center in a classification listed in the applicable Schedule A to this agreement, the Employer will hire such Qualified Persons registered with the Union, and timely referred on a Certified Crew Manifest, except when the Employer is not required to hire such person, as hereinafter provided.
- C. If the Union does not fulfill the Employer's Call for Qualified Persons, on a timely basis, the Employer may seek and employ qualified Workers by Contracting Out, without penalty. Any other provisions of this Agreement notwithstanding, the sole rights of the Union and the sole obligations of the Employer with regard to Workers hired by Contracting Out, shall be to insure that the Worker has been compensated at a pay rate not less than the rate provided for that classification in the applicable Schedule A, and to require that such Workers abide by the provisions of this agreement which pertain to work performance and behavior at the Center. Such Workers shall have no financial obligation to or regarding the Union. All Workers hired pursuant to this Article 7 shall count toward satisfaction of all minimum crew requirements set forth in this agreement. In cases of Contracting Out, the Union may request and, when requested, the Employer shall provide, a written certification that such Workers have been compensated at a pay rate not lower than that specified for that classification in the applicable Schedule A to this agreement and that the Employer has required that such Workers abide by the performance and behavior rules set forth in this agreement.
- D. If a person listed on the Certified Crew Manifest provided by the Union pursuant to Appendix 1 fails to attend the Call, without an acceptable excuse, as determined by the Employer, the Employer may discipline the person pursuant to Article 14.
- E. The parties agree that the hiring of Employees shall be consistent with any applicable laws.

7.2 Union Calls

- A. All Union Calls shall be made by the Employer, in writing, via electronic mail and the Union shall respond to such Calls in accordance with Appendix 1 to this agreement. When placing the Call, the Employer shall specify the department head (lead), key, department worker and grip positions to be filled.

- B. Requests to the Union for Qualified Persons normally shall be made in writing to the Union at least fourteen (14) days before the first day of work, unless such advance notice is not feasible. If a request is made with less than fourteen (14) days notice, the Union may request and the Employer may agree to allow the Union to modify a Call previously filled by the Union.
- C. The Union shall notify the Employer, by Certified Crew Manifest, within the timelines stated in Appendix 1, who has been dispatched for the entire Work Call (both in and out) and the Performance Call, or that the Union cannot satisfy any or a part of the Call. The Union shall notify the Employer as soon as possible when any dispatch listed on the Certified Crew Manifest has changed.
- D. If the Union cannot timely satisfy the Call or fails to provide the Employer with the dispatch information as required in paragraph C above, the Employer may submit another Call request for the unfilled positions to the Union or seek and hire Workers by Contracting Out without penalty, in accordance with paragraph 7.1.C above.
- E. If the Union proposes to dispatch a person who is not Qualified, as determined by ACPA, the Employer may reject the referral and request another Qualified Person, or seek Workers in accordance with paragraph 7.1.C above. The parties acknowledge and agree that, if Qualified Persons are not available from any reasonable source, the Employer may employ persons who are not Qualified. If a person proposed for dispatch by the Union is rejected by the Employer, the Employer shall provide the Union with a written explanation for the rejection, which shall be based on the legitimate business needs of the Employer. If an unqualified person is proposed for dispatch by the Union for a Lead position as Acting Lead Fly or Acting Lead Rigger, ACPA in its sole discretion in collaboration with the Employer requesting the labor, reserves the right to approve or reject the individual based on demonstrated skills that would allow for them to safely operate in an Acting Lead Rigger or Acting Lead Fly capacity. If ACPA rejects an Acting Lead Rigger or Acting Lead Fly, ACPA shall provide the Union, the Employer and the individual a written explanation for the rejection with clear outline of steps needed to be accepted in an Acting Lead Fly or Acting Lead Rigger or Lead Fly or Lead Rigger capacity. Employee dispatched and accepted as a department head (lead) or lead key, who is not Qualified for that position, shall be compensated at the "acting" rate of pay. If the Union cannot provide Qualified department workers, the Employer may elect to accept grips.
- F. The Employer may at any time make specific name requests for up to three (3) employees per production involving a department head (lead) or key position. Such name requests shall be honored by the Union without regard to the individual's placement on the hiring hall lists as long as the individual is Qualified to fill the call and is in good standing with the Union. The Employer may refuse the dispatch of a department head (lead) or key when the Employer has documented unsatisfactory performance, as that performance is defined in ACPA Stagehand & Theatrical Artisan Qualifying Criteria, from that person, and provided that documentation to the Union. Employees dispatched pursuant to name request will receive an additional two dollars (\$2.00) per hour for all hours worked, unless the Employee is the only person dispatched by the Union on the Call, in which case, the additional two dollars (\$2.00) per hour will not be paid.
- G. The same department heads and key positions shall be used on all similar calls for a production, in order for the production to maintain continuity, unless mutually agreed to otherwise by the Union business agent and the Employer's production staff responsible for the Call.
- H. There will be a working steward on all Union calls. The steward will be allowed to conduct necessary Union business related to the Call; however, the steward shall always minimize work interruptions caused by the conduct of Union business. If a Working Call requires more than twenty (20) people, the steward shall not be assigned to any specific department and shall not be counted into the number required for any one department, but shall be available to work in any department, as directed by the Employer's Technical Staff, when performance of steward duties allows.

I. The steward may be required by the Employer to check Employees in and out of a Call. When required to check Employees in or out of a Call, the steward shall be paid for all time worked. If, for any reason, the duties of the steward have to be transferred to another Employee, the Employer shall not be obligated to pay either steward a minimum call as steward; each Employee will be compensated at the steward rate for the time worked in that position.

7.3 Call Changes

A. When production requirements change after a Call has been made and Employees dispatched, the Employer will promptly notify the steward or business agent, as appropriate, to allow the Union an opportunity to notify affected Employees of such Call changes. The Union agrees to make every reasonable attempt to notify the affected Employees of such Call changes. The Union also agrees to document on the steward's report or Union Certified Crew Manifest all such Call changes and the time of notice from the Employer and notice to Employees.

B. If at least twenty four (24) hours notice of a call change is not given and additional Employees are required, the Employer agrees to allow staggered or overlapping calls as necessary for the Union to maintain the level of labor required, as determined by the Employer. The Union business agent will notify the Employer's production staff responsible for the Call of any such staggered or overlapping Calls.

C. If a Call change deletes Employees and less than twenty four (24) hours, but more than twelve (12) hours notice is given by the Employer to the Union, the Employer agrees to pay each Employee who was not notified, through no fault of the Union, and who arrives at the scheduled Call, the applicable minimum call hours at the rate they were originally scheduled to receive. An Employee who does not arrive at the scheduled Call shall not receive any compensation.

D. If less than twelve (12) hours notice of a Call change is given by the Employer to the Union, all changed Employees will be paid for the applicable minimum Call hours at the rate they were originally scheduled to receive. This provision shall not be applicable in situations where the Call is rescheduled to begin within seventy two (72) hours.

E. Once the Employer has timely received a Certified Crew Manifest from the Union, the Employer may not reduce any individual's work, rehearsal and/or performance Calls to less than seventy five percent (75%) of the cumulative scheduled hours.

7.4 ACPA Qualified Stagehand & Theatrical Artisan List: ACPA shall prepare and maintain a list of all Qualified Persons (See Section 7.1A) ("ACPA Qualified Stagehand & Theatrical Artisan List"). The ACPA Qualified List shall identify each position each individual has been found qualified to perform. The List shall be updated on an ongoing basis and provided to all parties to this agreement. The ACPA Qualified Stagehand & Theatrical Artisan List shall provide the sole basis upon which the Employer will make decisions about Qualified status.

7.5 Miscellaneous.

A. The steward shall complete all reporting forms required by the Employer concerning incidents or events

occurring during the Call.

B. The Employers agree to post all production related position openings on the Union call board at the Center.

7.6 Non-Discrimination. The Employers and the Union agree that, in applying the terms of this agreement, there will be no unlawful discrimination based upon race, color, religion, gender, sexual orientation, age, national origin, union membership or other statutorily protected status.

ARTICLE 8

CONTRACTING OUT

- 8.1 It is understood by the Employer and the Union that the Employer has no intent to contract out so as to cause Employees to be displaced or to lose work opportunities.
- 8.2 The Employer may Contract Out for the performance of work normally performed by Employees only when the Union is unable to timely fulfill the Employer's Call for Qualified Persons.
- 8.3 The Employer will provide in writing who the Employer is Contracting Out with.

ARTICLE 9

UNION RESPONSIBILITIES

- 9.1 The Union assumes all obligations and responsibilities for the continued membership of its members. No Employee shall be discriminated against for upholding Union principles.

- 9.2 The Union agrees to make reasonable effort to inform referred employees of the ACPA Code of Conduct (Appendix 2), and any written work rules or requirements provided to IATSE by Employers.

ARTICLE 10
EMPLOYEE TRAINING

- 10.1 The Employers and the Union agree that minimum standards must be set and met for each job classification and that advances in technology require a forum to discuss and resolve issues related to the training of Employees working at the Center. It is also in the interest of all parties to expand the ACPA Qualified Stagehand & Theatrical Artisan List and evaluate the qualification criteria associated with the List. To that end, the parties hereby establish a joint training committee. The committee will research and develop training programs, which are of mutual interest to the Employers and the Union. The Employers and the Union shall each appoint up to four (4) members to the committee, who shall serve at the pleasure of the appointing authority. The committee shall meet quarterly. The committee shall be chaired by one member from the Union and one member from the Employers. The committee shall develop its own rules and procedures. The committee shall develop and recommend funding mechanisms for training programs, which may be adopted by written agreement between the Union and Employers. Nothing contained in this Article 10 shall diminish the right of ACPA to establish criteria for attaining Qualified Person status or establish curriculums for ACPA sponsored training courses.
- 10.2 As an adjunct to other training efforts engaged in by the Employers and the Union, the Employer may request, open or by name, and the Union shall dispatch, if available, Employees to work in a trainee position, to train on-the-job. Such Employees shall be compensated at the department worker rate and shall not be entitled to name call premium. Such Employees shall be an addition to the crew called.
- 10.3 The Employer agrees to compensate the instructor at lead rate, for each class taught by an Employee.
- 10.4 The Employer and the IATSE have established the IATSE Entertainment and Exhibition Industries Training Trust Fund for the purpose of providing a fund to be used for the administration of safety and craft development training programs within the entertainment and exhibition industries, and, generally, for the carrying on of such similar programs for the administration of other industry-wide services, studies or education. The Training Trust shall be administered by a Board of Trustees made up of an equal number of Management and Member Trustees. The Employer shall contribute to the Training Trust during the term of this contract the amount of one percent (1%) of the applicable hourly rate per hour for each hour worked by or guaranteed an employee covered by this Agreement. Such amounts shall be paid directly to the Training Trust at its office located at PO Box 51317, Los Angeles, CA 90051-5617 to the attention of the IATSE Entertainment Industry Training Trust no later than the last day of each month for all employees who worked or were guaranteed hours during the next previous month, along with a list of names of said employees and the total number of hours worked or were guaranteed in said month.

ARTICLE 11

MANAGEMENT RIGHTS

- 11.1 Except as specifically provided in this agreement, nothing herein limits the Employer in the exercise of the rights of management, provided the exercise of such rights are not inconsistent with a specific provision of this agreement. The Employer has the right to manage the work force, including, but not limited to, the following:
- A. To prepare and revise job descriptions, to determine the qualifications of all employees, to accept or reject individuals dispatched from the hiring hall, and to hire individuals by Contracting Out if the Union is unable to fill the Call;
 - B. To assign duties and responsibilities and to direct the work of Employees;
 - C. To make such rules and regulations as the Employer deems necessary or advisable for the orderly and efficient conduct of its operations; and
 - D. To require Employees to observe the Employer's rules and regulations, including the ACPA Code of Conduct – Appendix 2.
- 11.2 All of the functions, rights, powers and authority of the Employer not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 12

WORK RULES

12.1 Starting and Dismissal Times

- A. The Employer shall determine the starting and dismissal times of any Call period. Employees shall, before leaving the Center, confirm that no further work is required by checking with the steward, who will check with the Employer representative responsible for the Call. Before the steward leaves the Center premises, after a day's work is complete, the steward shall notify the Employer production staff responsible for the Call, that the Call is complete and all Employees have been released.
- B. Under no conditions, however, shall this section be construed as allowing any Employee to receive less than the minimum Call wages, unless provided otherwise in this agreement, or to allow the Call to fall below the minimum safety levels as provided for in Article 13 of this agreement.

12.2 Tardiness

- A. Tardiness shall not be tolerated. Employees shall report to Calls on time, as designated by the Employer and set forth on the Certified Crew Manifest. "On time" means dressed and on stage or at the appropriate location in the Center, ready to begin work.
- B. If an Employee reports to work more than five (5) minutes late, the Employee may be paid, at the next lower rate on the wage scale, for the duration of the minimum Call. If an Employee is tardy for fifteen (15) minutes or more, the Employee may be considered a no-show and dismissed from the Call or added to the crew and paid, at the next lower rate on the wage scale, for the duration of the minimum Call or all hours worked, whichever is greater. In either event, the Union shall be notified of the offense. Time shall be determined in accordance with the U.S. Naval Observatory Clock.
- C. If an Employee is dispatched as a department head and is tardy for fifteen (15) minutes or more, the Employer's production representative shall, after consulting with the steward, have four (4) options: (1) immediately assign another Qualified Employee as the department head for the entire Call; (2) if the tardy employee arrives before the end of the Call, assign the Employee to department work, to be paid at the department worker applicable rate; (3) if the tardy employee arrives before the end of the Call, return the tardy employee to the department head position, both employees to be paid at the department head rate for time worked in that position; (4) dismiss the tardy employee from the Call. If the steward and the department head are the same individual, the Employer's production representative shall exercise the options after consultation with the other Union leads on the Call. The Union shall be notified of the tardiness and the action taken.

- 12.3 Breaks: Employees shall receive a fifteen (15) minute paid break for every three (3) hours worked during a Work Call, to be scheduled as near as possible to the midpoint of each Work Call period. There will be no

breaks during a Performance Call. Employees shall receive a fifteen (15) minute paid break immediately following a Rehearsal Call, unless the Employer's chief production representative authorizes a fifteen (15) minute paid break during the Rehearsal Call. If such a paid break is given, the Employee shall not receive an additional paid break at the end of the rehearsal.

12.4 Meal Breaks: Employees shall be given a half hour paid meal break and provided with a hot meal on the Center premises, unless the Employee requests a cold meal (such as a cold sandwich or salad), at the start of the sixth hour into a Call. If the Employer does not provide a meal on the premises, Employees shall be given an unpaid meal break of not less than one (1) hour. In the event an Employee is not given a meal break, the Employee shall be paid one and one-half (1 ½) times his or her applicable rate of pay, beginning with the sixth hour of work until such meal break is provided.

12.5 Overtime

A. Overtime will be paid for all hours worked in excess of eight (8) hours in a Work Day, or in excess of forty (40) hours in a Work Week, and shall be paid at one and one half (1 ½) times the Employee's straight time rate of pay, which shall continue until a break of at least nine (9) hours has been given. Employees who work more than twelve (12) consecutive hours, exclusive of unpaid meal breaks, shall be compensated at two (2) times the straight time rate for all consecutive hours worked beyond twelve (12) hours.

B. Any shift beginning between midnight and 6:00 AM will be paid at 1-1/2 times the applicable rate for the hours worked between midnight and 6:00 AM.

C. All Employees will be scheduled, whenever possible, in shifts of eight (8) hours or less to keep overtime to a minimum.

12.6 Under no circumstances shall an Employee's pay rate exceed three (3) times the straight time rate.

12.7 Holidays

A. The Employers will observe the following unpaid holidays:

New Years Eve (after 6 p.m.)

New Years Day

Easter

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Eve (after 6 p.m.)

Christmas Day

B. If the Employee works on a holiday, the Employee shall be paid at one and one-half (1-1/2) times the Employee's straight time rate for all hours worked on the holiday, unless such time worked

constitutes overtime, in which case the Employee will be paid two and one-quarter (2 ¼) times the straight time rate.

12.8 The Employer shall provide an indoor break area and a restroom for Employees.

12.9 Minimum calls

A. Minimum calls shall be as designated in the Schedule A applicable to each Employer and shall apply to all Work, Rehearsal, and Performance Calls, unless otherwise provided for in this Agreement. If scheduled work is completed and additional time is left on the Employee's minimum call, the Employee may be utilized by the Employer's production staff on additional projects within the department the Employee was dispatched in.

B. Whenever a break of more than ninety (90) consecutive minutes is given, a new minimum call will be constituted. If the break is ninety (90) consecutive-minutes or less, no new minimum Call is required. No Employee shall be given less than two (2) hours of work after the conclusion of any one (1) hour meal break.

12.10 Security badges shall be provided by ACPA to the Union for each Employee and shall be worn at all times while the Employee is at the Center working. The Union and all Employees must abide by all security rules and regulations promulgated by an Employer, after notice of such rules and regulations has been provided to the Union and Employees.

12.11 All job related communication normally shall occur between the designated Employer production representative and the Union steward. If the Employer production representative observes a job being improperly done or safety being compromised, he/she may interrupt the crew by asking them to stop and then contact the steward and/or venue production staff to assist in remedying the situation.

12.12 Employees may receive gifts and gratuities, which are traditional to the industry for rewarding good performance. At no time may an Employee seek or receive anything of value in exchange for any direct or indirect favor because of their employment with the Employer. This language supersedes any contrary provision of any Employer Personnel Policy or the ACPA Code of Conduct – Appendix 2.

12.13 Employees shall not use their personal vehicles to perform work for the Employer.

12.14 Employees shall not use cell phones or other electronic recording or communication devices for non-work related activities during their working time.

12.15 Employees shall not photograph, record, or otherwise copy any performance, rehearsal, event or other activity, when on working time, unless directed to do so by the Employer. If the Employee has obtained the written consent of the promoter or other person in charge of the performance or activity, the Employee may engage in such non-work-related activity only during non-working time.

ARTICLE 13

SAFETY AND MINIMUM CREW REQUIREMENTS

- 13.1 The Employers and Union agree that the safety and health of Employees is paramount and that both parties will make every effort to ensure that all Employees covered by this agreement work in a safe and healthful environment. ACPA has the right to stop work to address any unsafe work practices being performed by, or for, any Employer reported to, or observed by, the venue production staff on duty. ACPA shall address the situation and return crew to work as soon as possible.
- 13.2 No Employee shall be discriminated against or disciplined in any manner because of refusal to perform unsafe or unhealthy work or to work with, operate, or ride any unsafe equipment. Such refusal must be evidenced by a written report of the unsafe or unhealthy working condition by the Employee, through the steward, to the Employer's chief production representative. If the allegedly unsafe or unhealthy condition is later deemed to have been safe by the Employer's chief production representative, disciplinary action up to and including discharge may be taken by the Employer.
- 13.3 All Employees shall work in a safe and healthful manner.
- 13.4 OSHA regulations shall serve as the minimum safety and health standards, unless otherwise provided in this agreement. ACPA shall maintain a copy of the applicable OSHA regulations, as may be amended from time to time, and will provide a copy of any section or part, upon written request by the Union or any other Employer.
- 13.5 Safety and health equipment, as may be needed or required by law, will be provided by the Employer.
- 13.6 Minimum Crew Requirements: The parties acknowledge and agree that these minimum crew requirements are based in part on the parties' agreement that the Principal of Interchange shall be applicable during all Calls, if the minimum crew requirements have been met. The following minimum crew requirements shall be followed by the Employer.
- A. If battens are to be weighted or un-weighted in excess of a single full counterweight, there shall be a minimum of two fly-people.
 - B. If battens are to be flown in and/or out for a work, rehearsal or performance Call, there shall be a minimum of one fly-person.
 - C. If any soft goods or other hard scenery pieces are to be moved and/or added to the hang of a theatre, there shall be a minimum of one carpenter.
 - D. If any pit seats are to be installed and/or removed, there shall be a minimum of one carpenter and one grip.
 - E. If any house mix position seats are to be removed and/or installed in conjunction with an audio call, there shall be a minimum of one carpenter. If any house mix position seats are to be installed and/or removed not in conjunction with an audio call, there shall be a minimum of two carpenters.

- F. If any specialized rigging is to be added, or any additional points created in a theatre, there shall be a minimum of two riggers, one in the air and one on the ground.
- G. If any electrics are to be hung, cabled, un-cabled, adjusted or focused, there shall be a minimum of one electrician.
- H. If a personnel lift is being utilized, there shall be a minimum of two certified operators.
- I. If a follow-spot is to be utilized for a production there shall be a minimum of one follow-spot operator.
- J. If any house audio gear is to be flown overhead, there shall be a minimum of one fly-person and one audio person.
- K. If any audio gear is to be moved and/or re-patched there shall be a minimum of one audio technician.
- L. If either dance floor is to be laid and/or removed there shall be a minimum of two (2) prop persons.
- M. If wardrobe boxes are to be unpacked, laundry facilities utilized for wardrobe, hazardous materials used, costume repairs done, or performance dressing integrated into a rehearsal and/or performance, there shall be a minimum of one wardrobe person. The wardrobe person shall not be responsible for any laundry not associated with a production.
- N. If the Discovery orchestra pit plugs are to be removed or restored, there shall be a minimum of five (5) carpenters.
- O. If the Atwood orchestra shell needs to be set up or taken down, there shall be a minimum of one (1) fly person, who is an ACPA approved rigging motor operator, two (2) carpenters, one (1) electrician, and one (1) prop person. If only the Atwood orchestra shell walls need to be moved, there shall be a minimum of three (3) carpenters.
- P. If the small shell needs to be set up and/or taken down, there shall be a minimum of two (2) fly-persons, one of whom must be an ACPA approved rigging motor operator, two (2) carpenters, one (1) electrician and one (1) prop person.. If only small shell walls need to be set up and/or taken down, there shall be a minimum of two (2) carpenters.
- Q. If the introduction of new technology, equipment or procedures into the work place may require a modification of these minimum crew requirements, the parties agree to meet and bargain concerning any such proposed change and, if agreement is reached, modify this agreement accordingly.
- R. If more than ten (10) people are dispatched in an electrics department, there shall be one (1) electrics crewmember who will be paid at Key rate and who will assume whatever duties are assigned by the dispatched lead electrician.
- S. If musical instruments, other than piano, are to be handled by local crew, there shall be a minimum

of one (1) prop person.

- T. If wig and hair boxes are to be packed or unpacked, stations set up, cleaning/blocking, performer prep or maintenance, by local crew, there shall be a minimum of one (1) wig & hair person.
- U. If there are make-up boxes to be packed or unpacked, stations set up, maintenance and continuity performed, by local crew, there shall be a minimum of one (1) makeup person.

ARTICLE 14

DISCIPLINE AND DISCHARGE

- 14.1 The Employer retains the right to discipline and discharge Employees for just cause, including but not limited to, dishonesty, gross disobedience, abandonment of duties, failure to report for work, fighting, insubordination, unsatisfactory performance, unlawful harassment, and violation of the ACPA Code of Conduct – Appendix 2.
- 14.2 Prior to issuing any disciplinary action, the Employer's CEO shall notify the Union business agent, in writing, of the incident and proposed disciplinary action. The Union business agent may request, and the Employer's CEO shall grant if requested, a meeting to discuss the incident and proposed disciplinary action. However, nothing in this paragraph limits the Employer's CEO sole authority and discretion to determine and issue disciplinary action to any Employee. If disciplinary action at any level is taken, the Employer shall outline the reasons for such discipline in writing and provide a copy to the Employee and the Union business agent. If the Union business agent believes that the disciplinary action ultimately taken was unjustified, a grievance under Article 5 of this agreement may be filed.
- 14.3 Progressive discipline shall normally be followed by the Employer. However, nothing in this paragraph prohibits or otherwise limits the Employer from issuing any type of discipline depending on the seriousness of the wrongdoing or misconduct by an Employee. Types of discipline, which may be utilized by the Employer, are: (1) written warning; (2) written reprimand; (3) suspension; and (4) dismissal.
- 14.4 It is agreed that, in the discretion of the Employer or Worker, after consultation with the steward, an Employee who refuses to work with any other employee may be reassigned or dismissed from the Call.

ARTICLE 15

CLASSIFICATIONS, WAGES & RETIREMENT

15.1 The following departments are covered under this agreement:

Carpentry
Rigging
Fly
Electric
Audio
Video
Props
Wardrobe
Wig & Hair
Makeup

15.2 Rates of pay and rates of Employer contribution to the annuity plan shall be set forth in the Schedule A applicable to each Employer.

15.3 Time worked shall be measured in fifteen (15) minute increments; i.e., 0 – 15 minutes = $\frac{1}{4}$ hour; 16 – 30 minutes = $\frac{1}{2}$ hour; 31 – 45 minutes = $\frac{3}{4}$ hour and 46 – 60 minutes = 1 hour.

15.4 Each Employer agrees to post proof of workers' compensation coverage for Employees on the Union call board at the Center.

15.5 No Employee or the Union may modify the amount of or waive the receipt of wages under this article.

15.6 Recording Rate: All Employees performing services under this agreement for the production of a Recording shall be paid at the recording rate for all hours worked on the production. The recording rate shall be the basic hourly wage plus ten percent (10%). The recording rate may be adjusted by mutual agreement between the Union and the Employer in cases where the Employer is involved in a joint endeavor, intended to produce a profit for a party other than the Employer, or where new media is involved.

Examples of Activities Which Invoke the Recording Rate:

- A for-profit or non-profit Employer produces a DVD to sell for profit.
- A for-profit promoter contracts with ACPA for the production of a short film, using ACPA stagehands and/or theatrical artisans, which the promoter will sell for a profit.

Examples of Activities Which Do Not Invoke the Recording Rate:

- The taking of film, videotape and/or radio recordings for news purposes.
- Employer activities to promote itself or its activities or to sell tickets to presentations.
- Closed circuit television shown within the facility, and/or local remote simulcast.
- Recording and/or transmission of audio for public radio, not intended for a Commercial Purpose, and the Employer has not financially benefitted from the recording activity.
- Recording and/or transmission of audio and video for public television, not intended for a Commercial Purpose, and the Employer has not financially benefitted from the recording activity.

* Recording of performances or rehearsals for archival or study purposes.

Recordings and/or streaming of live events by a non-profit Employer, whether ticketed or un-ticketed events.

ARTICLE 16

WAIVER AND MODIFICATIONS

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that this agreement and its associated schedules and attachments is the entire agreement between the parties and includes all matters about which the parties could have bargained. This agreement eliminates and nullifies all past practices and conventions, which are contrary to its terms. The parties further agree, notwithstanding the above, that modifications to this agreement may be negotiated during the term of the agreement if the need arises. Such modifications shall only be effective if reduced to writing and signed by both the Employers and the Union business agent.

ARTICLE 17

SUCCESSORS AND ASSIGNS

The terms and conditions of this agreement shall be binding on any and all successors and assigns of the Employers, whether by bid, sale, transfer, merger, acquisition, consolidation, or otherwise. The ACPA shall advise the Municipality of Anchorage of the existence of this provision in this agreement.

ARTICLE 18

TERM OF AGREEMENT

The parties agree that this agreement shall be in force and binding from the first day of November, 2022 through June 30, 2024. The Employers agree to convene meetings of their governing bodies for the purpose of voting on confirmation, within thirty (30) days after the bargaining teams have reached tentative agreement on all terms of this agreement and its schedules A. After confirmation by all Employers, the Union shall submit this agreement and its schedules A for ratification by the Union membership. Any party may notify the others at least sixty (60) days prior to the expiration of this Agreement of the party's intention to re-negotiate the current Agreement. Failure to open negotiations, pursuant to this paragraph, renews this Agreement for an additional twelve (12) months. All terms of this agreement shall remain in full force and effect during any period when the parties, or any of them, are negotiating concerning wages and benefits or a new agreement.

SIGNATURE PAGE

The person signing below on behalf of the Union certifies that this Agreement, Appendix 1, and its Schedules A, have been ratified by the bargaining unit, and each person signing below on behalf of an Employer certifies that this Agreement, Appendix 1, and the Schedule A, applicable to that Employer, have been ratified and adopted by its governing body.



I.A.T.S.E. Local # 918

By: Nick Lynch

Its: President



Alaska Center for the Performing Arts

By: Codie Costello

Its: President & COO

e: 2/10/23

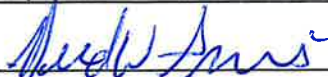
Date: 2/7/23



Anchorage Concert Association

By: Jason Hodges

Its: Executive Director



Anchorage Opera

By: Reed W. Smith

Its: General Director

e: 2/14/23

Date: 2/10/23



Anchorage Symphony Orchestra

By: Sherril Reddick

Its: Executive Director

e: 2/7/23

APPENDIX #1
UNION CALL TIMELINES

- Employer's technical representative notifies Union of Call by Email and notifies the Union of the Email by telephone.
- Union acknowledges receipt of Call by Email, sent within 24 hours of dispatch of Call by Employer.
- Union sends Certified Crew Manifest by Email within the following time limits: (Notwithstanding the time limits set forth below, the Employer may notify the Union of dates for audio Calls one month or more in advance. The Union response for these notifications must be within seven (7) days from receipt of the notification.)

TIME LIMITS

Employer Notice

Union Response

14-13 days notice given for Call; Not later than 5:00 PM

4 days, not later than 12 Noon,
before 1st day of work

12-6 days notice given for Call; Not later than 5:00 PM

3 days, not later than 12 Noon,
before 1st day of work

5-3 days notice given for Call; Not later than 5:00 PM

24 hours before 1st day of work

If less than three (3) days notice is given for a Call, the Union shall make every effort to fill the Call or notify the Employer that the Union cannot fill the Call within twelve (12) hours of the start time of the Call.

ASAP

- Employer notifies Union of receipt of Certified Crew Manifest by Email sent within 24 hours of receipt of Certified Crew Manifest
- Employer and Union proceed to finalize Certified Crew Manifest in accordance with Article 7.
- Required Certification = THE UNDERSIGNED, ON BEHALF OF THE UNION, CERTIFIES THAT EACH OF THE INDIVIDUALS LISTED ON THIS MANIFEST HAS BEEN PERSONALLY CONTACTED AND HAS COMMITTED TO ANSWERING THIS CALL.

APPENDIX #2

ACPA CODE OF CONDUCT

This ACPA Code of Conduct (“Code”) governs the behavior of all persons who may perform work at the Alaska Center for the Performing Arts (“Center”) in Anchorage, Alaska. All individuals (“Individuals”) working at the Center are obligated to abide by this Code at all times.

1. **GENERAL STANDARDS OF CONDUCT:** Individuals will act in a professional, polite, respectful and courteous manner towards all others who are present at the Center. Individuals shall refrain from any conduct which could bring discredit to themselves, the Center or any other employer, including yelling, swearing, or physically threatening another Individual.
2. **DISCRIMINATION OR HARASSMENT:** Individuals shall not engage in any act of unlawful discrimination or harassment. Unlawful discrimination/harassment/sexual harassment includes discriminatory or harassing acts directed toward another or committed in the presence of another, which are unwelcome, based on the other’s gender, sexual orientation, religion, race, ethnicity, physical or mental handicap, or any other protected class or as prohibited by law.
3. **CONFLICTS OF INTEREST:** Individuals shall not engage in any activity, such as personal business or solicitation while “on duty” at the Center, which detracts from or interferes with the purpose for which the Individual or others are present at the Center.
4. **CONTROLLED SUBSTANCES:** The illegal use, sale, or possession of a controlled substance (illegal drugs, prescription drugs, or alcohol) by an Individual while working at the Center is prohibited.
 - a. Off-premises use of a controlled substance, which adversely affects an Individual’s on-the-job performance, and/or such use jeopardizes the safety of others, is prohibited.
 - b. If a supervisor, suspects impairment by controlled substance use and determines that an Individual has violated Paragraph #4 of the Code, the Individual may be expelled from the premises and otherwise disciplined as appropriate.
 - c. If the Individual suspected of impairment wishes to contest, the Individual may request that a controlled substance test be performed immediately. If testing is available, an appropriate test will be performed at the expense of the Center or the Individual’s employer.
 - i. If the test is negative, the Individual will be compensated for all lost time.
 - ii. If the test is positive, the Individual will be dismissed from working at the Center for a period of time to be determined by the ACPA President/COO.
 - iii. If a test is not available, the Supervisor will consult with ACPA President/COO to determine a course of action.
5. **GIFTS AND GRATUITIES:** Individuals may not seek out or request gifts or gratuities, but may receive gifts and gratuities, which are traditional in the industry and awarded through proper channels for rewarding good performance. Allowable examples: tips at food service areas, bonuses through payroll distribution, employer to employee gifts like gift cards, meals, etc.

6. **POLITICAL OR SPECIAL INTEREST ACTIVITY:** Individuals shall not engage in any conduct or activity at the Center, where activity (a) is intended to support or oppose any political or other special interest, and (b) interferes with or detracts from any authorized activity at the Center, including harassment or bullying of other workers for political affiliations.
7. **GROOMING AND APPEARANCE:** Individuals shall dress in neat, clean clothes or uniforms, when provided, and maintain their hair appropriately to their position or job duties.
8. **SMOKING:** Smoking or vaping is not permitted inside the Center and not within 20 feet of any entrance. Pursuant to *Alaska Statute Sec. 18.35.300*.
9. **FIREARMS:** Individuals may not possess firearms at the Center at any time. Pursuant to *Alaska Statute Sec. 11.61.220(a)(2)*
10. **CONFIDENTIALITY:** Individuals who receive or come into possession of proprietary or confidential information concerning Center operations or the activities of Center clients, must maintain the confidentiality of such information and shall not disclose or release such information to any person or entity not authorized to receive the information.
11. **MEDIA TRANSACTIONS:** Individuals are prohibited from responding to any inquiry from the media concerning Center operations or the activities of Center clients. All contacts with or inquiries from the media must be referred to ACPA President/COO or appropriate event management staff.
12. **SAFETY:** The Center promotes healthy and safe working conditions by complying with applicable state and federal occupational health and safety requirements. Individuals are responsible for maintaining healthy and safe working conditions and reporting any unhealthy or unsafe working conditions, immediately upon discovery, to an immediate supervisor or the Center's lead production or facility representative on site.
13. **ABUSE OF PROPERTY OR EQUIPMENT:** Individuals shall not intentionally or negligently abuse, damage, or destroy Center property or equipment or the property or equipment of Center users.
14. **CENTER ACCESS:** ACPA Security maintains control of all building and backstage access at all times. Individuals shall not grant access to the Center to any unauthorized persons. All Individuals must enter the Center through Security and confirm their authorization through a verified manifest, or as an official employee of the Center. ACPA personnel have authority to stop any Individual on the premises at any time to confirm authorization for access or presence in any area of the Center. Improper use of keys, door codes, providing access to unauthorized persons, or any other inappropriate behavior regarding access may result in immediate dismissal from the premises.

Updated 12.13.2022 by ACPA Management

ALASKA CENTER FOR THE PERFORMING ARTS EMPLOYERS
AND
I.A.T.S.E. LOCAL # 918
-11.1.22-6.30.24 AGREEMENT

SCHEDULE A

ALASKA CENTER FOR THE PERFORMING ARTS, INC.

A. PREAMBLE: This Schedule A is an agreement between the Alaska Center for the Performing Arts, Inc. (“ACPA”) and I.A.T.S.E. Local #918 (“Union”), which supplements the –11.1.22-6.30.24 agreement between Alaska Center for the Performing Arts Employers and the Union (“Master Agreement”). This Schedule A does not replace, but supplements the Master Agreement. To the extent that there is a conflict between the Master Agreement and this Schedule A, the terms of this Schedule A shall prevail.

B. MINIMUM CALL: The minimum Call described in Section 12.9 of the Master Agreement shall be four (4) hours for all ACPA Calls related to a large, long event (an event involving five [5] or more performances, staged in the Atwood Theater, other than an Educational Event) and three (3) hours for all other Calls.

C. KEY POSITIONS: The following positions shall be Key positions:

Dresser	Fly Position
Stitcher	Wig & Hair Position
Audio Board Operator	Makeup Position
Lighting Board Operator	Forklift Position
Video Board Operator	Camera Operator
Follow Spot Operator	Bosun’s Chair Focuser (only during time spent performing as such)

D. WAGE SCHEDULE

1. The following basic (straight time) wage rates shall be payable to Employees performing work in the listed classifications.

<u>Classification</u>	<u>S/T Rate</u>
Steward	Base + 11.5%
ETCP Certified Rigger	Base + \$3
ETCP Certified Electrician	Base + \$2
Lead Rigger	\$28.00
Acting Lead Rigger	\$26.00
Rigger	\$25.00
Lead (Dept. Head)	\$25.00
Acting Lead Key	\$23.00
Acting Lead (Dept. Head)	\$22.00
Key Personnel	\$22.00
Department Worker	\$20.00
Grip	\$17.50

2. When ACPA charges a presenter at Commercial rates, the applicable straight time pay rates shall be increased by five percent (5 %).

D. CONTRIBUTIONS TO RETIREMENT PLAN

1. ACPA and the Union agree to be bound by the terms of The Agreement and Declaration of Trust Establishing The I.A.T.S.E. Annuity Fund ("Annuity Fund") as restated September 22, 2005, and as amended, and the Annuity Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers ("Annuity Fund Collection Guidelines") and ACPA agrees to contribute to the Annuity Fund, an amount equal to ten percent (10 %) of total compensation paid to each-person working in a classification covered by this agreement and eligible to participate in the Annuity Fund, each month. Payments shall be made to the Annuity Trust Fund in accordance with the Annuity Fund Collection Guidelines.
2. ACPA and the Union agree that eligible Employees may elect to defer a part of their monthly pay, subject to statutory limitations and the rules of the Annuity Fund, and contribute such amounts to the Annuity Fund. ACPA will deduct and transmit such Employee contributions in accordance with the Annuity Fund Collection Guidelines.

E. Pay Period and Pay Date

1. The pay period shall consist of fourteen (14) consecutive days, beginning and ending on a Monday at 6:00 AM.
2. The pay date shall be not later than the Friday following the end of a pay period.

F. OTHER WORK

1. In the event that ACPA elects to call upon the Union to refer persons for employment in connection with an event, to be staged at a location other than the Center, ACPA and the Union agree to negotiate concerning the terms and conditions which would control the referral of persons by the Union and the employment of such persons by ACPA.

ALASKA CENTER FOR THE PERFORMING ARTS, INC.



By: Codie Costello, President & COO

Date: 2/7/2023

I.A.T.S.E. LOCAL # 918



By: Nick Lynch

Title: President

Date: 2/10/23

ALASKA CENTER FOR THE PERFORMING ARTS EMPLOYERS
AND
I.A.T.S.E. LOCAL # 918
-11.1.22-6.30.24 AGREEMENT

SCHEDULE A

ANCHORAGE CONCERT ASSOCIATION, INC.

- A. **PREAMBLE:** This Schedule A is an agreement between the Anchorage Concert Association, Inc. (“ACA”) and I.A.T.S.E. Local #918 (“Union”), which supplements the –11.1.22-6.30.24 agreement between Alaska Center for the Performing Arts Employers and the Union (“Master Agreement”). This Schedule A does not replace, but supplements the Master Agreement. To the extent that there is a conflict between the Master Agreement and this Schedule A, the terms of this Schedule A shall prevail.
- B. **MINIMUM CALL:** The minimum Call described in Section 12.9 of the Master Agreement shall be four (4) hours for all ACA Calls related to a large, long event (an event involving five [5] or more performances, staged in the Atwood Theater, other than an Educational Event; and three (3) hours for all other Calls. The parties also agree that The Nutcracker shall not be treated as a large, long event.
- C. **KEY POSITIONS:** The following positions shall be Key positions:

Dresser	Fly Position
Stitcher	Wig & Hair Position
Audio Board Operator	Makeup Position
Lighting Board Operator	Forklift Position
Video Board Operator	Camera Operator
Follow Spot Operator	Bosun’s Chair Focuser (only during time spent performing as such)

D. WAGE SCHEDULE

1. The following basic (straight time) wage rates shall be payable to Employees performing work in the listed classifications.

<u>Classification</u>	<u>S/T Rate</u>
Steward	Base + 11.5%
ETCP Certified Rigger	Base + \$3
ETCP Certified Electrician	Base + \$2
Lead Rigger	\$28.00
Acting Lead Rigger	\$26.00
Rigger	\$25.00
Lead (Dept. Head)	\$25.00
Acting Lead Key	\$23.00
Acting Lead (Dept. Head)	\$22.00
Key Personnel	\$22.00
Department Worker	\$20.00
Grip	\$17.50

E. CONTRIBUTIONS TO RETIREMENT PLAN

1. ACA and the Union agree to be bound by the terms of The Agreement and Declaration of Trust Establishing The I.A.T.S.E. Annuity Fund ("Annuity Fund") as restated September 22, 2005, and as amended, and the Annuity Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers ("Annuity Fund Collection Guidelines") and ACA agrees to contribute to the Annuity Fund, an amount equal to ten percent (10 %) of total compensation paid to each person working in a classification covered by this agreement and eligible to participate in the Annuity Fund, each month. Payments shall be made to the Annuity Trust Fund in accordance with the Annuity Fund Collection Guidelines.
2. ACA and the Union agree that eligible employees may elect to defer a part of their monthly pay, subject to statutory limitations and the rules of the Annuity Fund, and contribute such amounts to the Annuity Fund. ACA will deduct and transmit such employee contributions in accordance with the Annuity Fund Collection Guidelines.

F. Pay Period and Pay Date

1. The pay period shall consist of fourteen (14) consecutive days, beginning and ending on a Monday at 6:00 AM.
2. The pay date shall be not later than the Friday following the end of a pay period.

G. OTHER WORK

1. In the event that ACA elects to call upon the Union to refer persons for employment in connection with an event, to be staged at a location other than the Center, ACA and the Union agree to negotiate concerning the terms and conditions which would control the referral of persons by the Union and the employment of such persons by ACA.

ANCHORAGE CONCERT ASSOCIATION, INC.



Jason Hodges, Executive Director

Date: 2/14/13

I.A.T.S.E. LOCAL # 918



Nick Lynch

Date: 2/11/23

Title President

ALASKA CENTER FOR THE PERFORMING ARTS EMPLOYERS
AND
I.A.T.S.E. LOCAL # 918
-11.1.22-6.30.24 AGREEMENT

SCHEDULE A

ANCHORAGE OPERA, INC.

- A. PREAMBLE: This Schedule A is an agreement between the Anchorage Opera, Inc. ("AO") and I.A.T.S.E. Local #918 ("Union"), which supplements the -11.1.22-6.30.24 agreement between Alaska Center for the Performing Arts Employers and the Union ("Master Agreement"). This Schedule A does not replace, but supplements the Master Agreement. To the extent that there is a conflict between the Master Agreement and this Schedule A, the terms of this Schedule A shall prevail.
- B. MINIMUM CALL: The minimum Call described in Section 12.9 of the Master Agreement shall be four (4) hours for all AO Calls.
- C. KEY POSITIONS: The following positions shall be Key positions:

Dresser	Fly Position
Stitcher	Wig & Hair Position
Audio Board Operator	Makeup Position
Lighting Board Operator	Forklift Position
Video Board Operator	Camera Operator
Follow Spot Operator	Bosun's Chair Focuser (only during time spent performing as such)

D. WAGE SCHEDULE

1. The following basic (straight time) wage rates shall be payable to Employees performing work in the listed classifications.

<u>Classification</u>	<u>S/T Rate</u>
Steward	Base + 11.5%
ETCP Certified Rigger	Base + \$3
ETCP Certified Electrician	Base + \$2
Lead Rigger	\$28.00
Acting Lead Rigger	\$26.00
Rigger	\$25.00
Lead (Dept. Head)	\$25.00
Acting Lead Key	\$23.00
Acting Lead (Dept. Head)	\$22.00
Key Personnel	\$22.00
Department Worker	\$20.00
Grip	\$17.50

E. CONTRIBUTIONS TO RETIREMENT PLAN

1. AO and the Union agree to be bound by the terms of The Agreement and Declaration of Trust Establishing The I.A.T.S.E. Annuity Fund ("Annuity Fund") as restated September 22, 2005, and as amended, and the Annuity Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers ("Annuity Fund Collection Guidelines") and AO agrees to contribute to the Annuity Fund, an amount equal to ten percent (10 %) of total compensation paid to each person working in a classification covered by this agreement and eligible to participate in the Annuity Fund, each month. Payments shall be made to the Annuity Trust Fund in accordance with the Annuity Fund Collection Guidelines.
2. AO and the Union agree that eligible employees may elect to defer a part of their monthly pay, subject to statutory limitations and the rules of the Annuity Fund, and contribute such amounts to the Annuity Fund. AO will deduct and transmit such employee contributions in accordance with the Annuity Fund Collection Guidelines.

F. Pay Period and Pay Date

1. The pay period shall consist of fourteen (14) consecutive days, beginning and ending at 12:00 Midnight on a Friday (12:00 AM Saturday).
2. The pay date shall be not later than the Thursday following the end of a pay period.

G. OTHER WORK

1. In the event that AO elects to call upon the Union to refer persons for employment in connection with an event, to be staged at a location other than the Center, AO and the Union agree to negotiate concerning the terms and conditions which would control the referral of persons by the Union and the employment of such persons by AO.
2. The provisions of the Master Agreement and this Schedule A shall apply to truck loading of scenery at the Opera Scene Shop (1507 Spar Avenue in Anchorage) for transport to the Center and back.

ANCHORAGE OPERA, INC.



Reed W. Smith, General Director

Date: 2/10/2023

I.A.T.S.E. LOCAL # 918



Nick Lynch Title President

Date: 2/10/23

ALASKA CENTER FOR THE PERFORMING ARTS EMPLOYERS
AND
I.A.T.S.E. LOCAL # 918
-11.1.22-6.30.24 AGREEMENT

SCHEDULE A

ANCHORAGE SYMPHONY ORCHESTRA, INC.

A. PREAMBLE: This Schedule A is an agreement between the Anchorage Symphony Orchestra, Inc. ("ASO") and I.A.T.S.E. Local #918 ("Union"), which supplements the -11.1.22-6.30.24 agreement between Alaska Center for the Performing Arts Employers and the Union ("Master Agreement"). This Schedule A does not replace, but supplements the Master Agreement. To the extent that there is a conflict between the Master Agreement and this Schedule A, the terms of this Schedule A shall prevail.

B. MINIMUM CALL: The minimum Call described in Section 12.9 of the Master Agreement shall be three (3) hours for all ASO Calls.

C. KEY POSITIONS: The following positions shall be Key positions.

Dresser	Fly Position
Stitcher	Wig & Hair Position
Audio Board Operator	Makeup Position
Lighting Board Operator	Forklift Position
Video Board Operator	Camera Operator
Follow Spot Operator	Bosun's Chair Focuser (only during time spent performing as such)

D. WAGE SCHEDULE

1. The following basic (straight time) wage rates shall be payable to Employees performing work in the listed classifications.

<u>Classification</u>	<u>S/T Rate</u>
Steward	Base + 11.5%
ETCP Certified Rigger	Base + \$3
ETCP Certified Electrician	Base + \$2
Lead Rigger	\$28.00
Acting Lead Rigger	\$26.00
Rigger	\$25.00
Lead (Dept. Head)	\$25.00
Acting Lead Key*	\$23.00
Acting Lead (Dept. Head)	\$22.00
Key Personnel	\$22.00
Department Worker	\$20.00
Grip	\$17.50

E. CONTRIBUTIONS TO RETIREMENT PLAN:

1. ASO and the Union agree to be bound by the terms of The Agreement and Declaration of Trust Establishing The I.A.T.S.E. Annuity Fund ("Annuity Fund") as restated September 22, 2005, and as amended, and the Annuity Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers ("Annuity Fund Collection Guidelines") and ASO agrees to contribute to the Annuity Fund, an amount equal to ten percent (10%) of total compensation paid to each person working in a classification covered by this agreement and eligible to participate in the Annuity Fund, each month. Payments shall be made to the Annuity Trust Fund in accordance with the Annuity Fund Collection Guidelines.

2. ASO and the Union agree that eligible employees may elect to defer a part of their monthly pay, subject to statutory limitations and the rules of the Annuity Fund, and contribute such amounts to the Annuity Fund. ASO will deduct and transmit such employee contributions in accordance with the Annuity Fund Collection Guidelines.

F. Pay Period and Pay Date

1. The pay period shall not be longer than thirty (30) days, and shall begin on the first day of work on an event and end on the last day of work on the same event.

2. The pay date shall not be later than three (3) week days after the last day of the pay period.

G. OTHER WORK: In the event that ASO elects to call upon the Union to refer persons for employment in connection with an event, to be staged at a location other than the Center, ASO and the Union agree to negotiate concerning the terms and conditions which would control the referral of persons by the Union and the employment of such persons by ASO.

ANCHORAGE SYMPHONY ORCHESTRA, INC.

Sherr Reddick
 Sherr Reddick, Executive Director
 Date: 2/7/2023

I.A.T.S.E. LOCAL # 918

Nick Lynch
 By: Nick Lynch
 Date: 2/10/23

Title: President