

# **Agreement for Services**

between

**Illinois State University**

and

**Local 193 of the International Alliance of  
Theatrical and Stage Employees (AFL-CIO)**

**Covering the Services of  
Civil Service Extra Help Stagehands for  
Braden Auditorium, Horton Fieldhouse,  
Hancock Stadium, and Redbird Arena**

**July 1, 2020**

**through**

**June 30, 2023**

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**Agreement for Services**  
**between**  
**Illinois State University**  
**and**  
**Local 193 of the International Alliance of Theatrical**  
**Stage Employees and Moving Picture Machine Operators of**  
**the United States and Canada, (AFL-CIO)**

**Effective from July 1, 2020 through June 30, 2023**

This Agreement made and entered into by and between Illinois State University (hereinafter referred to as University) and Local 193 of the International Alliance of Theatrical Stage Employees (hereinafter referred to as Local 193 or Union).

**Article 1: Purpose**

It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the University and Local 193. The Union is committed to the uninterrupted effective performance of the teaching, research, and public service functions of the University, subject to State or other current laws or policies applicable to the University and as they may be amended from time to time. The Union will strive to maintain these functions through the performance of the regularly assigned and related duties of the Civil Service Extra Help Stagehands covered by this Agreement.

**Article 2: Limitations**

**Section 2.01**

This Agreement shall not supersede:

- a) Applicable Federal and State laws and as they may be amended from time to time.
- b) The By-Laws and Board Regulations promulgated by the Board of Trustees and as they may be amended from time to time.
- c) Illinois State University Policies related to Civil Service Extra Help employees, as they may be amended from time to time.

**Section 2.02**

In the event of conflict among any of the foregoing as enumerated in Section 2.01 above and any provision of this Agreement, the foregoing shall prevail except where a deviation from the same, expressly recognized herein, is agreed upon in express terms hereunder.

**Section 2.03**

This Agreement constitutes the sole and entire existing Agreement between the parties hereto, and supersedes all prior agreements, commitments, or practices between the

University and the Union or its members, and expresses all obligations of and restrictions imposed on each of the respective parties during its term.

#### **Section 2.04**

Should any provision of this Agreement or any application thereof become unlawful by virtue of any Federal or State law or Executive order of the President of the United States or the Governor of Illinois, or final adjudication of any court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified by the parties to comply with the law, order, or final adjudication, but in all other respects the provisions and application of provisions of this Agreement shall continue in full force and effect for the life thereof.

### **Article 3: Union Recognition – Class Represented**

The University recognizes Local 193 as the exclusive representative for a bargaining unit consisting of Civil Service Extra Help Stagehands no matter what function they perform. This representation is for purposes of determining appropriate rates of compensation and other working conditions.

### **Article 4: Management's Rights**

The Union recognizes the right of the Employer to manage its operations and to cooperate in creating the highest degree of efficiency in such operations. The Union further recognizes the University's right to plan, direct, and control the policies and conditions of employment of its employees insofar as such policies are not inconsistent with the express provisions of this Agreement. The Union also recognizes and acknowledges the exclusive right of management through its representatives to determine the number of employees needed, to assign work, to establish work schedules and to make and to enforce such rules as are necessary and reasonable in order to accomplish its function and to control working conditions not inconsistent with the terms of this Agreement. The Union agrees that employees whom it represents shall accept work assignments, comply with work schedules and obey established rules insofar as they do not conflict with specific provisions of this Agreement or conflict with the requirements of Yellow Cards presented to the Employer prior to show time whenever and wherever such cards are applicable.

### **Article 5: Jurisdictional and Other Disputes**

The Union agrees to respect the interests of the public in events staged at the University and to not interfere in any manner with the scheduled activities of the University.

In case of jurisdictional disputes arising between representatives of this Union and those of other Unions, it is understood that such differences shall be settled, without work stoppage, between the Unions concerned and the University, and that the University will

not make any change in an already established work-assignment practice pending resolution of the dispute.

## **Article 6: Joint Responsibilities**

### **Section 6.01: Non-Discrimination**

The Employer and the Union agree that they will not practice discrimination against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, religion, color, national origin, sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking), sexual orientation, order of protection, gender identity and expression, ancestry, marital status, age, disability, pregnancy, genetic information, unfavorable military discharge, or status as a veteran. Complaints involving discrimination or sexual harassment shall be reported to and handled by the Office of Equal Opportunity and Access or the appropriate office as designated by the University.

### **Section 6.02: Union Activity**

The Union and its members will not solicit membership or carry on Union activity on University premises with employees or those contracted for service of the University during working hours, with the exception that the Business Representatives for Local 193, may, after notification and concurrence from University management, check pink contracts and yellow cards for Yellow-Card shows.

## **Article 7: Staffing**

### **Section 7.01: General**

When the nature of an activity in a covered facility requires the employment of Civil Service Extra Help Stagehands they shall be recruited, examined, hired, and processed in accordance with the provisions of the State Universities Civil Service System of Illinois pertaining to "Extra Help Stagehand". In their employment, the following principles shall apply:

- a) In anticipation of the need for Civil Service Extra Help Stagehands, the Union may refer candidates to the Employer's website for inclusion on the extra help posting, as governed by the State Universities Civil Service System of Illinois, for "Extra Help Stagehand".
- b) In recognition of its educational and work obligations to students, the Union agrees that the University may also utilize students to perform Civil Service Extra Help Stagehand functions, including In-Out Work, Truck Loading and Unloading, and Wardrobe work, in meeting its needs to staff such performances. For additional provisions on the use of student workers to staff performances, see Sections 7.01(d), 7.02(d), and 7.03(c).
- c) The University will advise the Union Business Agent of its performance schedule and preliminary staffing plans for such performances prior to commencement of

the performance season. The University will thereafter give the Union Business Agent prompt notice of any additions or other changes to the schedule of events and/or staffing plans.

- d) The University will contact the Union Business Agent approximately two (2) or more weeks prior to a scheduled performance to advise the Union of its specific staffing needs for the performance. Within one (1) week of this notification by the University to the Union Business Agent, the Union Business Agent will (1) contact a sufficient number of its members to fill the University's staffing needs for the performance, (2) encourage these members to promptly respond when contacted by ISU Human Resources about working the performance, and (3) notify the University of the members who will work the performance. If the University provides the Union less than two (2) weeks' notice of the specific staffing needs for the performance, the Union Business Agent will instead complete these 3 steps no later than three (3) days in advance of the event. If the University determines after the notification from the Union Business Agent (3, above) that the Union is unable to meet the University's staffing needs for the performance, then it may take necessary actions to employ students or others to properly staff the performance.
- e) The University reserves the right to reject for services, any member referred by the Union Business Agent to staff a performance if, in the judgment of the University, the member is not suitable for the work required for the performance. The University will discuss the matter with the Union Business Agent and outline the reason(s) for rejection. If the Union Business Agent believes the reason(s) given are "unreasonable", then the Union may file a grievance under Article 9.
- f) Any Civil Service Extra Help Stagehand assigned to work a performance shall perform the basic function(s) for which she/he is called, but shall also perform, or assist in performing, other functions as requested or required. The University reserves the right at all times to determine the work to be performed by Local 193 members and when a work assignment is complete for a particular event or part of an event.
- g) All crew members assigned to a performance, including traveling shows, shall be allowed to perform their assigned functions. The Union shall not attempt to prevent such crew members from working or require the assignment of additional Local 193 members to "assist" them, to "stand by" for them or to serve as "back up".
- h) Calls that employ five (5) up to and including ten (10) employees provided by IATSE shall require an assigned lead steward at \$1.00 over the hourly rate for journeyman. Minimum and overtime provisions shall apply. \*
- i) Calls that employ eleven (11) or more assigned employees provided by IATSE shall require an unassigned lead steward paid at 1.5 times the journeyman rate. Minimum and overtime provisions shall apply. In the event the Union is unable to meet its staffing obligation, the steward will be assigned as needed. \*

\*Only one (1) of the above provisions relative to "Lead – Steward" shall apply at any given time.

### **Section 7.02: Yellow Card Shows Only**

In all instances where a show is traveling under the provisions of a Yellow Card, the following principles shall apply in addition to those cited in Section 7.01:

- a) The Union agrees to show the Employer the Yellow Card prior to show time, if available.
- b) The requirements of the current Yellow Card are acknowledged to be acceptable, final, and binding upon both of the parties to this Agreement. The Union will not attempt to add to and the Employer will not attempt to reduce the numbers or the classification of Civil Service Extra Help Stagehands required by the current Yellow Card. The Employer may at its own discretion hire Civil Service Extra Help Stagehands in excess of the Yellow Card requirements.
- c) It is agreed that the Union will introduce no variables for local conditions insofar as Yellow Card requirements are concerned.
- d) Local 193 members will normally fulfill two-thirds of the call for a Yellow Card show and students will fill one-third. The wardrobe "show call" will be separate but utilize the same ratio.
- e) The Staffing for these performances will be arranged as set forth in Section 7.01.
- f) If the Union cannot fill the call for a Yellow Card show, it shall notify the University at least one (1) week prior to the performance date and release the University from its obligation to this Agreement for the duration of the Yellow Card show in question.

### **Section 7.03: Non Yellow Card Shows**

In all instances where a show is not under the provisions of a Yellow Card, the following principles apply in addition to those specified in Section 7.01:

- a) It is agreed by the parties to this Agreement that the numbers and classifications of personnel required to staff such attractions shall be determined by the Employer as advised by the management of the performance involved.
- b) The calls in regard to Civil Service Extra Help Stagehand services for these performances will be arranged as set forth in Section 7.01.
- c) During the course of a performance season, the University will attempt to staff non-Yellow Card shows with a balance between Local 193 members and students (i.e. approximately 50% students and 50% Local 193 members).

### **Section 7.04: Technical Rider – Information Pertaining to Call**

The University agrees to make available to the Union Business Agent for Local 193 the technical rider with information pertaining to the labor call upon confirmation with the production's management. This information will then be verified by phone or email with the designated University staff and Union Business Agent ensuring all call information is current and accurate.

## **Article 8: Working Rules and Conditions**

### **Section 8.01: Setting of Call Time**

For all Civil Service Extra Help Stagehands assigned to the staging of any given attraction, Call Time shall be set by the University except as Yellow-Card shows send notice in advance of their call times for take-in. For pay purposes, time will start at the announced Call Time or when the individual Civil Service Extra Help Stagehand checks in for work, whichever is later, and shall end when the individual checks out after work.

### **Section 8.02: Minimum Call Times – General**

When Civil Service Extra Help Stagehands are called in to work an event, they shall be guaranteed work for a “minimum” number of hours as specified below. Once called in to work an event, Civil Service Extra Help Stagehands may be assigned any event related work.

### **Section 8.03: Minimum Call Time for “In” Work and “Out” Work**

Those employees who are scheduled to report to work for a show load-in or load-out shall be paid a minimum of four (4) hours pay at their regular rate of pay for the load-in and four (4) hours pay for the load-out.

### **Section 8.04: Minimum Call Time for Show**

Call time for “Show” shall be one half (1/2) hour before the start of the performance and the minimum show call time is established at four (4) hours.

### **Section 8.05A: Minimum Call Time for “Riggers” – Commercial Bus and Truck Shows**

For commercial truck and bus shows, riggers will be a separate call. The minimum call for riggers called for such shows is established at four (4) hours per call.

### **Section 8.05B: Minimum Call Time for “Riggers” – Non-Commercial Bus and Truck Shows**

For non-commercial truck and bus shows, riggers will not be a separate call but will be part of the In Work call. Civil Service Extra Help Stagehands called as riggers for these shows and required to do rigging work will receive the appropriate rigging rate for the work performed and be guaranteed four (4) hours at that rate, but may also be required to crossover and perform any other Civil Service Extra Help Stagehand functions during the four (4) hour minimum guarantee period. Any hours worked beyond the four (4) hour guarantee period will be paid at the Civil Service Extra Help Stagehand regular rate.

### **Section 8.05C: Forklifts**

Employees specifically assigned to operate a forklift will receive a premium of \$5 per hour for all hours actually worked in that capacity, with a minimum of four (4) consecutive hours. Once the assignment has concluded, the employee will “roll over” to an assigned crew. All hours worked beyond the minimum four (4) hours will be paid at the appropriate



Civil Service Extra Help Stagehand rate. Forklifts will only be operated by qualified employees in accordance with OSHA guidelines and University policy.

### **Section 8.06: Exceptions to Minimum Guarantees**

- a) Children's Theatre and Performances: The minimum call is established at two (2) hours. Load In/Out is considered part of the call.
- b) "Work" Calls: The minimum "work" call is established at three (3) hours.
- c) If a Local 193 member assigned to work an event is late by more than fifteen (15) minutes for a particular call, she/he will not be eligible for a minimum for that call and will receive payment for only those hours actually worked.

### **Section 8.07: Overtime**

Overtime will be paid at one and one half (1.5) the employee's regular rate of pay for hours: 1) hours worked over forty (40) in a workweek; and 2) actual hours worked over eight (8) in a day; and 3) actual hours worked after midnight provided the employee has worked more than seven (7) actual hours in the day.

There shall be no pyramiding or duplicating of overtime provisions. Hours compensated under one overtime provision shall be excluded from any other overtime provision. When two (2) or more provisions requiring the compensation of overtime rates are applicable, the provision most favorable to the employee shall apply.

### **Section 8.08: Safety – Use of Safety Equipment**

The University agrees to provide reasonable safeguards for Civil Service Extra Help Stagehands at all times. The Union agrees that its members will observe safe working practices and wear and otherwise use all recommended safety equipment as provided and comply at all times with all safety rules as prescribed and those established for the protection of the public. The University agrees to be responsive to Civil Service Extra Help Stagehand safety concerns.

### **Section 8.09: Workers' Compensation**

While providing service as Civil Service Extra Help Stagehands as covered by this Agreement, Civil Service Extra Help Stagehands shall be considered as covered by the Workers' Compensation Act. The Department of Central Management Services, Springfield, Illinois, an outside agency, determines eligibility for Workers' Compensation.

In order to be considered for coverage, the Civil Service Extra Help Stagehand must immediately notify their supervisor and the Office of Environment Health and Safety and complete the necessary reports if they have suffered a job-related accident.

It should be noted that there are strict reporting requirements regarding both the specificity of details regarding the accident/illness as well as the timeliness with which the Civil Service Extra Help Stagehand and the supervisor submit a detailed report.

### **Section 8.10: Work Breaks**

A 15-minute work break may be authorized by the Stage Manager after two and one-half (2.5) consecutive hours of work. If, in the judgment of the Stage Manager, work will be completed and workers released within three (3) total hours, no break will be provided.

### **Section 8.11: Meal Periods**

All employees covered by this Agreement shall have an unpaid meal period after the fifth continuous hour and a second unpaid meal period after the fifth continuous hour of work after the end of the first meal period, unless an emergency or unpredicted situation causes the need to alter the meal periods and breaks in order to meet the requirements of the show or production. If a meal period is not provided, the pay rate will be at time-and-one-half (1.5) from the start of the 6<sup>th</sup> hour until a meal period is provided. If a meal is provided, the meal period shall be at least thirty (30) minutes in duration. If a meal is not provided, the meal period shall be at least one (1) hour in duration.

In situations where there are multiple performances within a single day and less than one (1) hours exists between calls, employees who are covered by this Agreement and who are called for both performances will be paid at their regularly hourly rate for the time between work calls. The period between shows shall not be considered as "hours worked" for the purposes of determining when unpaid meal periods arise under the first paragraph of this Article.

### **Section 8.12: Clocking In/Out**

All Civil Service Extra Help Stagehands assigned to work a performance will, for each performance worked, sign in prior to commencing work and sign out when work ends on a sign in/sign out sheet provided by the University. The University reserves the right to implement the use of a time clock, in lieu of the sign in/sign out sheet, where a time clock is available for use. If a time clock is implemented and the University determines an identification card is necessary to utilize the time clock, the University will provide identification cards to the employees.

### **Section 8.13: Timesheets**

The Local 193 Business Agent, or designee, shall submit a fully completed Billing Worksheet to the designated University representative immediately after each performance worked by a member of Local 193.

## **Article 9: Grievances**

- a) A grievance is defined as a claim of a violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated. Any claims not conforming to the provisions of this definition shall be automatically denied by the University as not constituting a valid grievance.
- b) All grievances shall be presented in writing to the appropriate Director sponsoring the event (signatory to this Agreement). Any grievance not settled at this level shall be

referred in writing to the Director, Labor Relations. Grievances shall not be subject to arbitration.

## **Article 10: Training**

As state employees, Civil Service Extra Help Stagehands covered by this agreement are required to take all training mandated by the State Government, the Federal Government, or the University, including but not limited to Ethics Training and Mandatory Reporting Training (which currently includes multiple mandated training modules). Training is either administered via paper or self-administered via interactive programs that are accessible “on-line” by a computer connected to the internet.

Individuals are required to take this training as part of their pre-employment paperwork. Employees who remain on payroll following a show may be required to periodically re-take training, and to periodically take new or revised mandated training, on-line; these employees will be notified of their need to take training at specific times. Employees, who do not successfully complete the training when required and notified, will not be permitted to work at Illinois State University and will be removed from payroll.

## **Article 11: Classification**

The parties agree to work collaboratively to develop knowledge/skill standards, training curriculum, and examination questions to use in certifying individuals to the journeyman status and the journeyman rate. The parties have agreed to include venue-specific knowledge and skills in the development of the certification process. Certification to the journeyman status rests solely with IATSE. If standards change or the University's needs are not being met, the parties further agree to work together to make revisions in standards, training, and the testing instrument. The University agrees to provide IATSE access to facilities for training at mutually convenient times.

## **Article 12: Wages**

### **Section 12.01: Method of Establishment of Wages**

Wages specified herein have been established in negotiations by and between the parties.

### **Section 12.02: Effective Date of Wages**

Wages established in this Agreement shall become and remain effective as specified in Schedule A hereof, except as otherwise provided herein.

## **Article 13: Termination**

### **Section 13.01**

This Agreement is effective 12:00 a.m., July 1, 2020, and expires 11:59 p.m., June 30, 2023, and shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement. In the event such notice is given, negotiations shall begin no earlier than thirty (30) days prior to the expiration date . This Agreement shall remain in full force and effect until a new Agreement is reached.

### **Section 13.02**

Except as specified and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by their duly authorized representatives this 12<sup>th</sup> day of February, 2021.

**ILLINOIS STATE UNIVERSITY**

By /s/ Michael D. Kruger 2/12/21  
University Chief Spokesperson

By /s/ Kyle Brennan  
For Redbird Arena, Horton Fieldhouse, and  
Hancock Stadium.

By /s/ Janice Bonneville 2/12/21  
Associate Vice President  
for Human Resources

By /s/ Levester Johnson 2/12/2021  
For Bone Student Center and Braden  
Auditorium.

**LOCAL 193 OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE  
EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED  
STATES AND CANADA, (AFL-CIO)**

By /s/ Michael Irvin 2/12/21  
Business Agent, IATSE Local 193

By /s/ T. Craig Chladny 2/12/21  
President, IATSE Local 193

## Schedule A

### Section 1: Base Wage Rates as of July 1, 2020

Base wage rates as of July 1, 2020, are as follows:

Type of Work	Description	Rate as of 7/1/2020 (see Sec. 2, below, for future increases)
“IN” or “OUT” or SHOW	Journeyman	\$21.00
	Non Journeyman – 80% of Journeyman	\$16.80
TRUCK LOADERS	Journeyman rate + \$1.00 incentive differential (While working as a Truck Loader, whether Journeyman or Non Journeyman)	\$22.00
WARDROBE WORK	Journeyman	\$21.00
	Non Journeyman – 80% of Journeyman	\$16.80
UP RIGGERS	1.5 times "IN" Journeyman rate	\$31.50
DOWN RIGGERS	"IN" Journeyman rate + \$1.00	\$22.00
LEAD STEWARD Assigned supervising 5, up to and including 10, union employees	"IN" Journeyman rate + \$1.00	\$22.00
LEAD STEWARD Unassigned supervising 11 or more union employees	1.5 times "IN" Journeyman rate	\$31.50

### Section 2: FY2021, FY2022, and FY2023 General Wage Increases

Base wage rates will be adjusted by the same percentage and terms (including but not limited to effective date and retroactivity) as the publicly announced campus wage program/merit increase, if any, for non-negotiated University employees in FY2021, FY2022, and FY2023.

**Memorandum of Understanding**  
**between**  
**Illinois State University**  
**and**  
**Local 193 of the International Alliance of**  
**Theatrical and Stage Employees (AFL-CIO)**

IATSE applicable calls for all covered facilities will be based on two out of three of the following factors:

1. Non-university event.
2. Professional Talent is used.
3. Admission is charged.

A single factor does not create an IATSE call.

/s/ Michael A. Schultz                      12/6/17  
For the University                              Date

/s/ Kevin M. Paxton                      12/05/17  
For the Union                                      Date

/s/ Tammy Carlson                      12/6/17  
For the University                              Date

/s/ Craig Chladny                      12/05/17  
For the Union                                      Date