

**AGREEMENT**

**BETWEEN**

**THE CITY OF MADISON**

**AND**

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

**LOCAL 251, MADISON, WI**

**FOR THE PERIOD**

**January 1, 2016 TO DECEMBER 31, 2016**

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## ARTICLE I PARTIES

- A. This is a labor agreement between the City of Madison (City) and the International Alliance of Theatrical Stage Employees Local 251, Moving Picture Technicians, Artists and Allied Crafts of the United States its Territories and Canada (IATSE). It is agreed that this labor agreement contains the full and complete agreement on all subjects upon which the parties did or could have bargained and all matters not included in this agreement shall be deemed to have been raised and disposed of as covered herein.
- B. The parties agree that their policies will not violate the rights or discriminate against any employee covered by this agreement because of sex, creed, race, color, age, national origin, sexual orientation, gender identity, political affiliation, disability, marital status, Union or non-Union affiliation in the application or interpretation of the provisions of this agreement.

## ARTICLE II JURISDICTION

- A. Except as otherwise provided herein, the exclusive jurisdiction of the Union in the Overture Center for the Arts (OCA), Monona Terrace Community and Convention Center (MTCCC), and the City of Madison (City) shall include any and all theatrical work historically performed by IATSE Local 251 craft members including any person employed or working on the call under the control of the Employer as audio visual technicians, stage carpenters, stage electricians, property persons, wardrobe attendants, riggers, fly men/women, moving picture or video operators, camerapersons and technicians, spot light operators, studio mechanics, sound technicians, truck loaders, and unloaders, and set up tear down personnel; excluding all employees included in the AFSCME Local 60 bargaining unit, supervisors, managerial, confidential, and executive employees.
- B. Further, the terms of this agreement will not apply to work performed for events sponsored by residence organizations with whom practice has been established as to working conditions and crews. Such resident organization are Dane County, State of Wisconsin not-for-profit arts organizations, possessing a current 501 (c) (3) federal tax classification, and are defined as frequent and/or long term users of the facility. This exclusion will not apply if the resident organization co-sponsors an event with a commercial, for profit presenter/promoter.

## ARTICLE III NO STRIKE OR LOCKOUT

- A. NO STRIKE: The Union recognizes the validity of Section 111.70 (4) (L) of the Wisconsin Statutes and agrees not to support any action in violation of said statutes. The Union agrees that for the duration of this Agreement, Union officers, representatives or members will not authorize, assist or support any strike, work stoppage, slow down, interruption of work or interference with operations of the Employer. In the event of any strike, work stoppage, slow down or interruption or impeding of work, the Employer shall notify the Union thereof,
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and the Union shall give notice to the employees involved that they are in violation of this Agreement and should end such strike, work stoppage, walkout or interruption or impeding of work.

- B. NO LOCKOUT: The City will not lock out employees.

#### ARTICLE IV MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibility and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement and such powers or authority are retained by the City.

These Management Rights include, but are not limited to, the following:

- A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible; to manage and direct the employees of the City; to hire, schedule, promote, transfer, assign, train, or retain employees in positions within the City; to suspend, demote, discharge, or take other appropriate action against the employees for just cause. The Employer agrees to furnish the Union with a copy of any written suspension or discharge action taken by the City against any permanent employee within seven (7) calendar days of said action. The Union agrees that the Employer's failure to provide said copy shall not constitute failure to have disciplined for just cause.
  - B. To determine the size and composition of the workforce, to eliminate or discontinue any job or classification and to lay off employees.
  - C. To determine the mission of the City and the methods and means necessary to efficiently fulfill that mission including: the transfer, alteration, curtailment, or discontinuance of any goods or services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the production of goods or the performance of services; the utilization of students, and/or temporary, provisional, or military leave replacement employees.
  - D. The City has the right to schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in public interest and consistent with the requirements of this agreement.
  - E. It is further understood and agreed that all expenditures or compensation to be paid employees in accordance with this Agreement must first meet the requirements and procedures required by law and the provisions of the Madison General Ordinances and the Wisconsin Statutes.
  - F. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee. Supervisory personnel outside of the bargaining unit shall be precluded from performing bargaining unit work, except in emergency situations,
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or, in those instances, where the job description requires the supervisor to perform such work as a minor portion of his/her work time.

- G. Contracting and Subcontracting: The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City including the exercise of said contracting and subcontracting rights.
- H. Should the City find it desirable to transfer the operation of any department or division to another government agency, the City shall consider the impact of such transfer on its employees and shall notify the Union of such contemplated action. The parties shall meet and confer regarding the impact of such transfers on employees.
- I. The obligations of the City as expressed or intended by the Wisconsin Statutes dealing with adoption of the municipal budget. The obligations and jurisdiction of the City, its officers, boards, committees or commissions.
- J. The City retains the right to establish responsible work rules and rules of conduct. Any dispute with respect to these work rules shall not in any way be subject to arbitration of any kind, but any dispute with respect to reasonableness of the application of said rules may be subject to the grievance procedure as set forth in Article VII of this agreement

## ARTICLE IX WAGES, BENEFITS, AND CONDITIONS

- A. During the term of this Agreement, the Employer and the Union agree that all payments of wages will be in accordance with the wage rates as set forth below.

All wage rates will be effective on the first day of the payroll period including the effective date listed in the salary schedule. Other terms and conditions of employment are detailed in the City of Madison General Municipal Employee handbook Appendix C.

Hourly Wage Rates 2015 the rates will be increased the last pay period of 2015 as follows:

Title	WERC 1/1/2016 CPI	New Contractual Hourly Rate	
Hand- \$27.87	0.73%	\$28.07	
Head- \$20.45	0.73%	\$20.60	
Steward- \$22.12	0.73%	\$22.28	
Rigger- \$23.06	0.73%	\$23.23	
Climbing- \$34.59	0.73%	\$34.84	
Loader- \$25.37	0.73%	\$25.56	
AVTech- \$ 23.06	0.73%	\$23.23	
Pusher- \$12.99	0.73%	\$13.08	

Performance

Title			
Show Key- \$31.71	0.73%	\$31.94	
Show Hand- \$27.87	0.73%	\$28.07	

- B. Health Insurance: The City will pay an amount equal to the 10% of the total gross wages earned by a stagehand to the IATSE Health and Welfare Plan. These payments will be made monthly and must be received within 15 days of the end of the month in which wages are earned. In conjunction with each payment, the employer shall submit a remittance report showing the names of the employees for whom contributions are being made, their Social Security numbers, their dates of employment, their gross earnings as well as the amount of contributions paid for them.

ARTICLE XI

SAVINGS CLAUSE

It is the intent of the parties that nothing in this agreement conflicts with either state or federal law and should this occur during the term of this agreement such provision shall become null and void.

ARTICLE XII  
MISCELLANEOUS

The Union and City recognize that they each have statutory and charter rights and obligations. Notwithstanding any other provision of this agreement to the contrary, the Union and the City reserve the right to enforce any other legal rights to which they either by law or equity are entitled.

ARTICLE XIII  
DURATION OF AGREEMENT

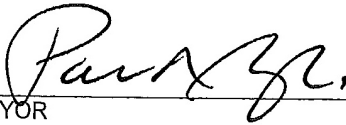
This Agreement is to be in full force and binding upon the parties hereto, from the January 1, 2016 to December 31, 2016. At least sixty (60) days prior to the expiration date hereof, the parties shall meet and confer to negotiate the terms of a new Agreement to take effect upon the termination of this Agreement.


This Agreement is the only Agreement between the parties concerning the matters contained herein and supersedes all prior agreements.


Dated at Madison, Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

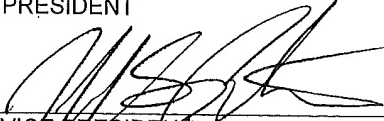
For the City of Madison

For the International Alliance  
of Theatrical Stage Employees,  
Moving Picture Technicians, Artists  
And Allied Crafts of the United States,  
Its Territories And Canada.  
Local 251, Madison, WI.

  
MAYOR

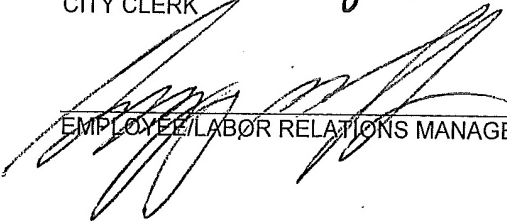
  
IATSE PRESIDENT

  
FINANCE DIRECTOR

  
IATSE VICE PRESIDENT

  
CITY CLERK

  
IATSE BUSINESS AGENT

  
EMPLOYEE/LABOR RELATIONS MANAGER

  
IATSE UNION REPRESENTATIVE

Approved as to form only, on this 30<sup>th</sup> day of December, 2015.

for   
CITY ATTORNEY

## APPENDIX A EMPLOYEE CONTRACT GRIEVANCE REPORT

Instructions:

See the appropriate collective bargaining agreement for time limits and procedures for presenting and acting on grievances. A copy of this grievance must be filed with the Office of Labor Relations when it is submitted.

If this is a group grievance, use name and address, and attach a sheet listing the names and classifications of other grievants.

<b>Grievance Step - Circle One</b>		
<b>1</b>	<b>2</b>	<b>3</b>

NAME (LAST, FIRST, MI)		JOB TITLE	
DEPARTMENT/DIVISION	WORK LOCATION	EMPLOYEE'S HOME ADDRESS	
BARGAINING UNIT	EMPLOYEE'S WORK PHONE NO.	EMPLOYEE'S HOME PHONE NO.	
This grievance alleges violation of Article(s) _____ Section(s) _____ of the Labor Agreement		DATE OF ALLEGED GRIEVANCE	
DESCRIBE THE GRIEVANCE - STATE ALL FACTS, INCLUDING TIME, PLACE OF INCIDENT, NAMES OF PERSONS INVOLVED, ETC. (ATTACH ADDITIONAL SHEETS IF NECESSARY).			
RELIEF SOUGHT:			
EMPLOYEE'S SIGNATURE	UNION/ASSOCIATION REPRESENTATIVE'S SIGNATURE	DATE FILED WITH EMPLOYER	
EMPLOYER REPRESENTATIVE'S ANSWER			
EMPLOYER REPRESENTATIVE'S SIGNATURE	TITLE	DATE GRIEVANCE RECEIVED	DATE GRIEVANCE ANSWERED