


**AGREEMENT BETWEEN**

# Western Michigan University

**and**

**Local 26**

# The International Alliance of Theatrical Stage Employees

**July 1, 2017 – June 30, 2020**

# AGREEMENT

This Agreement is made and entered into this Date, July 1, 2017, by and between Western Michigan University (to be known as the Employer), and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, its Territories and Canada, Local 26, Grand Rapids, Michigan ("Union").

WHEREAS Western Michigan University manages the operations involving facilities, located in Kalamazoo, Michigan; and

WHEREAS the Union has among its members individuals skilled in certain work associated with the sound and stage-related aspects of the entertainment and theatrical industry, commonly known as Stagehands, Riggers, and Wardrobe Attendants; and

WHEREAS Western Michigan University employs a Technical Director, House Staff, Regular Part Time Staff, Student Staff and will, from time to time, desire to employ the services of such employees as well as additional bargaining unit employees through the Union's Hiring Hall to perform certain work in connection with entertainment events, theatrical events; trade and industrial shows and

WHEREAS the Employer and the Union desire to enter into a written Agreement setting forth the terms and conditions under which the bargaining unit employees will work at Western Michigan University,

NOW, THEREFORE, the Employer and the Union, in consideration of the mutual promises herein contained and intending to be legally bound, agree as follows:

## ARTICLE 1 SCOPE OF WORK AND RECOGNITION

1.1 (a) Western Michigan University recognizes the Union as the sole and exclusive collective bargaining agent for all regular part-time and-hiring hall, stage and production employees including carpenters, electricians, props, riggers, truck loaders, audio/visual, projectionists, wardrobe employees, fork lift operators, sound and light board operators, but excluding all other employees.

(b) The Employer presently employs a Tech Director, (3) House Staff Employees, a minimum of 4 Regular Part Time, and Students. The Employer will fill the Head Props, Head Flyman, Assistant Carpenter and Assistant Electrician positions with Union represented employees; however the Employer reserves the right to choose which employees fill these positions, and to replace them if the Employer so chooses.. The primary duties of the House Staff are the planning, coordination and direction of Regular Part time employees, student employees and bargaining unit employees as defined in this Agreement and for the keeping of proper records as to the time worked by them. Neither party intends or anticipates increasing the number of House Staff employees, and the number of House Staff employees cannot be increased except by mutual agreement between the Employer and the Union. The number of Regular Part Time employees may be decreased at the Employer's discretion based on changing conditions (for example,

including but not limited to, fire, roof collapse or demonstrable decrease in business affecting demand for services).

(c) It is recognized by the Union that, as a matter of policy, the Employer is committed to providing work opportunities for students. However, it is agreed that Students who perform work covered by this agreement will only be used after an equal number of House Staff and/or Regular Part time employees are employed on any given call up to fifteen employees. Students shall not exceed the number of House Staff and bargaining unit employees at any time.

(d) The Employer will place a call to the hiring hall for the balance of all calls over fifteen employees. The term "Hiring Hall Event" shall refer to calls of sixteen employees or more.

1.2 (a) Except as provide in Sections 1.2(b) and (c) below, only House Staff, Student Employees and Employees represented by the Union shall perform work for The Employer in Theatre connection with concerts, stage shows and theatrical productions, shows including but not limited to truck and car loading and unloading; the "Move-In", "Put On" and "Move-Out" of shows and attractions; the staging of theatrical equipment (including but not limited to the installation and dismantling of traveling stages and stage barricades and the installation and dismantling of scaffolding used in conjunction with other event-related bargaining unit work); the operation of all stage lighting equipment; wardrobe and costumes; the operation of permanent sound equipment; routine maintenance of house theatrical equipment; the installation, operation and dismantling of temporary sound and lighting equipment (including but not limited to the setup of the Theatre sound system and the operation of the rigging; the installation, operation and dismantling of theatrical properties, scenery and drapes; and other duties incidental or directly related to the presentation or striking of events held at the Employer's premises. This Agreement shall not apply to any other work performed at the Employer's premises.

(b) This section will not prevent an individual (s) designated by and traveling with the Show, who possesses the specialized skill, ability and knowledge of the Show, from performing, directing or coordinating Employees in the performance of their, stage lighting and/or sounds amplification.

(c) Excluded from the stage lighting and sound amplification duties which shall be performed exclusively by House Staff or Employees represented by the Union are the following:

(1) The Show's lighting and/or sound mixer board.

(2) House lighting which does not involve lighting cues.

(3) The public address system maintained by the Employer where it is not used as an integral part of the presentation.

(d) Notwithstanding any of the foregoing, the Employer may use non-bargaining unit employees to perform any of the work covered by this Agreement where the Employer, through the Union (with respect to extra Employees), has attempted to contact all Employees covered by this Agreement and the Union has been unable to fill the call.

1.3 Employees will be required to work where needed, regardless of which department they may have been originally assigned.

1.4 There are times when one stage setup needs to be changed into another setup. These will be referred to as changeovers which will normally be done by House Staff and Students.

1.5 The provisions of Section 1.1 notwithstanding, it is specifically understood that supervisors shall be allowed to set up and strike meeting rooms and the lobby when the set involves no more than one microphone, dual speakers and a sound mixer, and that non-bargaining unit personnel may set up and strike tables, chairs and podiums in meeting rooms and lobby.

1.6 Where applicable, the Union agrees to provide Employees skilled and experienced in performing the aforementioned work as and when requested by the Employer. If employees provided by the Union, prove to be unskilled, inexperienced, or exhibit unprofessional behavior, the Employer will ask the Union to replace these individuals on calls. Upon making such a request, the union will promptly replace that employee.

1.7 In an effort to promote a more informative and useful notification of call procedure, the Employer shall provide, when available, a copy of the Employer's anticipated call schedule to the Union with the understanding that such scheduled calls are subject to change at the Employer's sole discretion. In addition, the Union will provide the Employer with a copy of any yellow card and additional information it may receive from a touring show or attraction immediately upon receipt. The Employer will provide the Union with sufficient advance notice of the call schedule prior to the scheduled event. It is the Union's responsibility to return a list as complete as possible of the employees filling the call at least 24 hrs. before the call time.

(a) All Employees covered by this Agreement shall perform non-bargaining work in cases of emergency.

(b) Managers and supervisors may perform bargaining unit work in cases of emergency.

(c) It shall be the responsibility of every Employee to provide the Employer with his/her current address and a telephone number at which he/she can be contacted.

(d) The Employer agrees to notify the Union of its requirements for extra employees and the Union agrees to furnish such Employees. The Technical Director or the House Carpenter is responsible for the placing of calls for extra Employees to the Union. Employees referred to the Employer by the Union on all calls shall be available to start work at call time.

1.8 There shall be a minimum of five (5) working Department Heads at the Employer's premises: Head Carpenter, Head Electrician, Head Sound, Head Props, and Head Flyman. To the extent required by the call, there will be working Department Heads in the Wardrobe and Hair departments. Any member of the House Staff not required by a call shall be the first Employee offered a job position in another department provided he is qualified. Department Heads may be released from rehearsal calls if no equipment or Employees performing department work are being used

1.9 Department Heads shall carry out the Employer's instructions within the parameters set by management, including scheduling of Employees, and shall report all rules or safety violations to the Employer. The Employer will not transfer work normally performed by bargaining unit employees to managers or supervisory personnel if such transfer results in the elimination of bargaining unit positions. Department Heads shall have no authority to discipline, hire or discharge Employees or to make effective recommendations with respect to such actions, nor shall they exercise any of the functions customarily exercised by supervisors as defined in the Michigan Public Employee Relations Act, as amended.

1.10 (a) The Employer and the Union will honor all yellow card attractions and, except as may be required by the production under a yellow card, as set forth in Section 1.7 above, or in Sections 1.10(b) or 10.1 below, staffing requirements for a particular production will be established by the Employer with no minimum number of Employees.

(b) As used in this Agreement, "rigging" is defined as the attachment or hanging of equipment, signs, drapery, masking, etc. to or from the grid structure(s) of the Employer's buildings or other structures, which requires the use of the special skills and equipment. For safety purposes there shall be a minimum of three riggers (two up riggers and one ground rigger). Rigging done downstage of the proscenium using the permanently installed rigging points by the Phantom of the Opera will ordinarily require two riggers (one rigger and one ground rigger).

1.11 In the event of a disagreement concerning work jurisdiction at the Employer's premises as between existing employees covered by this Agreement and employees of any other employer (including, but not limited to, employees of the show or attraction or contractors to the show or attraction), the Employer shall attempt to resolve the dispute by meeting with the Union and any other party. The decisions of the Employer with respect to the issue shall be final. If the Union disagrees with the Employer's decision it may then pursue the matter through the grievance procedure.

1.12 The parties agree that pursuant to Article 1.7. that if a work call has not been filled within forty-eight (48) hours, the Employer shall be permitted to send additional employee candidates' names to the Union and have the candidates ' names contact the Union office directly to expedite the hiring process.

1.13 It is agreed that the Employer would expect that a Union Steward be present at a majority of Union call events in order to assist in expediting the hiring process and the work flow. The Union Steward shall be compensated at the Department Head rate of pay.

## ARTICLE 2 UNION SHOW AND CHECKOFF

Article 2.1 To the extant required by law, nothing contained in this Article shall be deemed as requiring an employee, as a condition of obtaining or continuing employment with the University to (a) refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization or bargaining representative; (b) become or remain a member of a labor organization or bargaining representative; (c) pay any dues, fees, assessments, or other charges or expenses of any kind or amount, or provide anything of value to a labor organization nor bargaining representative; (d) pay to any charitable organization or third party any amount that is lieu of, equivalent to, or any portion of dues, fees, or assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative. This section 2.1 shall be effective only for so long as Section 10(3) of Public Act 349 of 2012 as currently written is in effect and enforceable. At which time the previous language of the 2011-2014 Agreement Article 2.1 will be in effect.

2.2 It is agreed that the Employer, upon receipt of written authorization Employees, will deduct the work assessment from each Employee's payroll check. The amount of the deduction will be submitted to the Employer in writing by the Union. Such deductions shall be forwarded to the Union (at an address to be supplied by the Union) on or about the fifteenth ($15^{th}$) day of each month following the month of the deduction, by check payable to the Union. In addition thereto, the Employer shall remit a report, designating the amount deducted during the specific month from each Employee.

2.3 The Union shall indemnify and hold the Employer harmless for any damages, costs or judgments which may arise from the implementation of either paragraph 2.1 or 2.2

2.4 The Union shall appoint a Steward to function as their Representative during all events, who will identify himself to the Employer. The Steward shall not be above the crew unless requested by the lessee.

2.5 The Business Agent of the Union, or his designated representative, shall be permitted in the Employer's premises during normal operating hours in order to adjust grievances or to conduct other Union business and shall announce their presence to The Employer before or upon arrival at the Employer's premises and comply with applicable security requirements and procedures.

## ARTICLE 3 NO DISCRIMINATION

3.1 There shall be no discrimination by the Employer, the Union or any of its members against any employee because of his race, color, religion, national origin, sex, sexual orientation, gender identity, age, protected disability, veteran status, height, weight, marital status, or on the basis of Union membership or non-membership. As used in this Agreement, masculine pronouns shall be construed to include the feminine gender.

## ARTICLE 4 WAGES AND CONDITIONS

1. Article 4 WAGES AND CONDITIONS

4.1 (a) Western Michigan University and the Union agree that the following compensation schedule shall apply when Employees perform services at the Employer's premises and that all payments of wages will be made in accordance with the wage rates as set forth in this Agreement.

4.2

| Effective: | July 1, 2017 | July 1, 2018 | July 1, 2019 |
|---|---|---|---|
| | 0% | 1% | 1% |
| Stagehands | $16.43 | $16.59 | $16.76 |
| Dpt. Heads | $19.18 | $19.37 | $19.57 |
| Riggers Up | $24.35 | $24.59 | $24.84 |
| Riggers Dn. | $20.34 | $20.54 | $20.75 |
| Stagehds Show | $72.80 | $73.53 | $74.26 |
| Dept. Hd-Show | $81.28 | $82.09 | $82.91 |

| | | | |
|---|---|---|---|
| Film Rate | $23.47 | $23.70 | $23.94 |
| Camera Rate | $36.33 | $36.69 | $37.06 |
| Hair Rate | $23.77 | $24.01 | $24.25 |
| Regular Part time (minimum hourly) | $10.24 | $10.34 | $10.45 |

(Employees earning above the minimum will receive the annual pay rate increases)

Benefits:

| | | | |
|---|---|---|---|
| IATSE Health & Welfare | 14% | 14.14% | 14.42% |
| IATSE Annuity | 4% | 4.04% | 4.12% |
| IATSE Pension Plan C | 1% | 1.01% | 1.03% |

(b) Performance rates apply to all events except non-commercial convention and trade shows. Solely for purposes of determining the hours encompassed by the Performance Rate, a performance shall consist of that time between one-half (1/2) hour prior to the advertised starting time until three (3) hours after the advertised starting time. Should the performance run longer than the call, all hours worked shall be computed at the applicable hourly rate of pay. There shall be a five (5) minute grace period before stagehands working the performance shall revert back to an hourly rate. Employees required by the Employer to report to work more than one-half hour before the scheduled start time for a performance call will receive an additional hour of pay at the applicable hourly rate for that hour.

(c) Non-Hiring Hall events;

1) The rate of pay will be based on the employees' Regular Part time rate
2) 'In and Out" minimums do not apply however there will be a four hour minimum for the day
3) Performance rates do not apply.

4.2 The Employer further agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for each respective Fund, to wit: (1) the IATSE National Health & Welfare Fund, (2) the IATSE National Pension Fund, (3) the IATSE Annuity Fund and (4) the IATSE Vacation Fund, all as restated September 22, 2005, and as amended, respectively, and each respective Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contributions due as set forth herein above. These payments must be received within ten (10) days after the day in which the wages are paid.

4.3 Nothing in this Agreement shall constitute a guarantee of hours worked per day or days of work per week; provided however, that in no event will Employees be paid for less than four (4) hours minimum per call at the appropriate hourly rate in a work day unless Employees are paid at the performance rate. Wardrobe will be paid a 2 hour minimum for a load out.

4.4 Within five (5) consecutive hours from the end of the previous break or start of a call but no sooner than three (3) consecutive hours, Employees shall receive either:

(a) An unpaid meal period of at least sixty (60) minutes; or

(b) An abbreviated unpaid meal period of no less than thirty (30) minutes, during which such Employees will be provided a hot meal at the sole expense of the Show.

The designation of an unpaid meal period or abbreviated meal period as described above shall be in Miller Auditorium's sole discretion in each case, after consultation with the Show.

Employees who do not receive the meal period after 5 continuous hours in a call will receive double their regular pay, commencing with the start of the sixth hour worked and continuing until such time a meal period is provided.

Excluded specifically from this Section 4.4 are all hours worked from the time of a scheduled show call through the conclusion of the show call for which such hours shall not be subject to a meal penalty. Any Employee who is receiving the applicable premium rate of pay due to a missed meal period at the time a show call begins however, will continue at the applicable premium rate until such time a meal period is provided.

The Employer shall notify all lessees of the meal break requirements in this Agreement. The Head Carpenter or another Department Head (in his absence) shall notify the lessee at least one hour prior to the meal break that the meal break is approaching.

4.5 Employees shall report to work at the time designated in the Employer's notice to the Union, and Employees shall sign in and out in the manner designated by the Employer. In addition, the Technical Director and/or the House Carpenter will keep an accurate record of all bargaining unit time worked.

4.6 The Following are considered holidays for the purpose of this Agreement:

| | |
|---|---|
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | Day after Christmas |
| Thanksgiving Day | Day before New Year's Eve |
| Day after Thanksgiving | New Year's Eve |
| | New Year's Day |

Any Employees working on any said holiday shall receive two times the straight time hourly rate for all hours worked (or two times the straight time performance rate in the event of a performance) and shall be entitled to no other pay for the holiday. Employees who do not work on a holiday receive no pay for the holiday.

4.7 The following shall apply solely to work performed for the Employer:

(a) If any theatrical or musical production (including rock and popular music shows, ice shows, benefit shows, and circuses) is filmed, taped or broadcast for any commercial purpose, those Employees who work in connection with the production shall be entitled to the following wages:

(1) Where a live performance is filmed, taped or broadcast, the Employees who work the performance shall receive additional wages equal to the wages each received for working the performance, based on straight time.

(2) Where Move-In, Move-Out, or rehearsal of a theatrical or musical production is filmed, taped or broadcast, the Employees who work the Move-In, Move-Out, or rehearsal shall receive additional wages equal to the wages each received for working the Move-In, Move-Out, or rehearsal, based on straight time.

(3) Those Employees who assist the filming, taping or broadcast of a theatrical or musical production, Move-In, Move-Out or rehearsal, by pulling or paging cable, loading or unloading such taping, recording or broadcasting equipment, or assisting in the set-up or operation of such equipment, but who otherwise are not working the theatrical or musical production, Move-In, Move-Out, or rehearsal, shall receive in lieu of the wages described in Paragraph 4.7 (a)(1) and (2), the Film or Camera Rate, based on straight time rates.

(b) Employees who assist in the filming, taping or broadcasting interviews outside of the stage or seating area, or made-for-T.V. videos or productions (with or without live audience), in lieu of the rates set forth in Paragraph 4.7(a) shall receive the Film or Camera Rate, whether based on straight time rates or on overtime rates.

(c) Excluded from the provisions of this Section are performances that are filmed or taped for the use of any news-gathering organization; for sporting events, dance competitions, commencements or for advertising or promotional purposes, either for that performance or for the Employer. Religious functions, conventions, exhibitions and meetings if they don't offer copies for sale are also excluded.

4.8 Any Employees who are injured on the job and are compelled to leave work early by reason of such injury shall be paid for the balance of the hours such employees were scheduled to work on the day of the injury.

4.9 (a) Employees shall be paid at time and one-half their straight time hourly rate for all hours actually worked in excess of eight (8) in any one day or forty (40) in the work week, but not for both. All work performed between midnight and 8:00 am but excluding performance rates, shall be paid at one and a half times the straight hourly rate. There shall be no pyramiding of overtime.

(b) An Employee released from a call must have a six hour break before returning to work on the same call the next day. An Employee working without a six hour break will continue to be treated as working overtime for the duration of the workday until such time as he/she receives a break of at least six hours.

4.10 For payroll purposes, the work week shall commence with the first call each Monday and conclude at the end of the last call the following Sunday and will not be changed except by mutual agreement. Payroll is done bi-weekly for two pay weeks.

4.11 A fifteen-minute break will be provided during each four-hour call.

4.12 Employees shall be paid twenty minutes at the prevailing hourly rate for any fraction of twenty minutes worked.

## ARTICLE 5 GRIEVANCE PROCEDURE AND ARBITRATION

5.1 Any Employee having a complaint and/or his Union Representative will discuss that complaint with the Employer's representative before the matter may be made a subject of a grievance. Such complaint shall be discussed (step 1) within seven (7) work days of the occurrence of the event out of which the complaint occurred, or the date the Employee would have become aware of the facts of such occurrence by exercise of due diligence. During such discussion, should the Employee so desire, he may request The Employer's Representative to obtain his Union Representative. The Employee shall have an opportunity to discuss the matter in private with the Union Representative for a reasonable period of time.

5.2 If the complaint is not settled by the Employer's Representative to the Employee's and/or the Union's satisfaction, it shall be reduced to writing within seven (7) work days from the time of such discussion, signed by the Employee and/or the Employee's Union Representative and presented to the Employer as a " step 2" grievance. The Employer will issue a written answer to the "second step" grievance which will be delivered to the Union Representative within seven (7) work days following receipt of the written grievance.

5.3 If the written answer is not accepted by the Union, the Union Representative shall, within ten (10) work days following the date he received the written answer, appeal in writing to Step 3. The appeal will explain the reason why the Step 2 answer was unacceptable. Within ten (10) work days of receipt, the Union Representative and the Director of Labor Relations will meet to hear the grievance. Within seven (7) work days following such review, the Director of Labor Relations will issue a written answer to the grievance. Following receipt of the Employer's Step 3 answer, the Union will have fifteen (15) work days to make a written demand for arbitration.

5.4 Within the fifteen (15) work days specified in Section 5.3, the Union may appeal the grievance to arbitration at the American Arbitration Association for resolution under the Voluntary Labor Arbitration Rules of the American Arbitration Association then prevailing.

5.5 Failure on the Employer's part to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

5.6 A work day, for purposes of this Article, is a calendar day exclusive of holidays.

5.7 Any disposition of a grievance from which no appeal is taken, within the time limits specified herein shall be deemed resolved in accordance with the Employer's last position.

5.8 The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties. The Award of the arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees.

5.9 The arbitrator shall have jurisdiction over grievances only after completion of the Grievance Procedure and he shall have no power to add to, subtract from, or modify in any way the terms of this Agreement.

## ARTICLE 6 NO STRIKES OR LOCKOUTS

6.1 The parties agree that the grievance and arbitration procedures set forth in this Agreement shall be the sole and exclusive means of resolving all grievances arising under this Agreement, and during the term of Agreement neither the Union nor the Employees in the bargaining unit covered by this Agreement will instigate or engage in any strike, slowdown, concerted stoppage of work or any other intentional interruption of work over any grievance arising under this Agreement or any sympathy strike (except as provided in Section 6.2 of this Article) which would interrupt the Employer's operations. In the event that any Employee or group of Employees in the bargaining unit covered by this Agreement shall during its term, engage in any of the activities herein prohibited, the Union agrees, upon being notified by the Employer, to instruct such Employee or group of Employees to immediately cease such prohibited activity and will attempt to bring an immediate end to such violation.

6.2 It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement, for an Employee to refuse to go through or work behind any lawful, union sanctioned primary picket line directed against the Employer and the Union shall not be liable because of the refusal of Employees to cross such a primary picket line.

6.3 The Employer agrees that it will not cause or direct any lockout of Employees covered by this Agreement during its term

## ARTICLE 7 SAFETY

7.1 The Employer will prohibit shows which utilize the services of Employees from requiring such Employees to work on unsafe equipment or in unsafe situations.
7.2 In the event an unsafe situation is identified, the Union may suggest alternatives for consideration by the Employer, but the Employer is not obligated to adopt any particular method of eliminating an unsafe situation.
7.3 The Employer will continue to make reasonable provisions for the safety and health of its Employees during the hours of their employment so as to comply with all applicable Federal, State and Local laws and regulations pertaining to the health and safety of Employees covered by this Agreement.
7.4 Safety equipment, when required by the Employer, is supplied without cost, except that riggers are required to supply their own equipment for rigging. The Employer may deduct from the Employees' wages the cost of such items if they are willfully destroyed by the Employee.
7.5 Both the Employer and the Union agree that the failure of Employees to report accidents, even if minor in nature, can result in loss of life and limb to an employee and disrupt the Employer's efficient operation. Employees are required to immediately report to the Department Head and the Employer any accident or injury, major or minor, which may occur to them or other employees.
7.6 Only Employees certified by the Employer shall be permitted to operate lifts, at Western Michigan University when such equipment is used in conjunction with

bargaining unit work. Western Michigan University shall pay for all certification costs provided advance notice and approval is obtained from Western Michigan University.

## ARTICLE 8 MANAGEMENT RIGHTS

8.1 The management of the Employer's premises and the direction of the working force are vested exclusively with the Employer. Except where expressly abridged by a specific provision of this Agreement, the Employer retains the sole right to hire, discipline or discharge for cause, lay off, promote, transfer and assign its Employees; to schedule work assignments, to promulgate and modify working rules and regulations, including attendance policies; to implement drug and alcohol testing where there is reasonable suspicion of use; to assign duties to the workforce; to determine the types of equipment to be used by the workforce; to establish new job classifications; to organize, discontinue, enlarge or reduce a function; to assign or transfer Employees to other positions as operations may require; to introduce new or improved facilities, technology or methods of operation; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to or at the time of the execution of this Agreement.

## ARTICLE 9 INTEGRATION; PAST PRACTICE

9.1 This document contains the entire agreement of the parties with respect to the subject matter and may be amended only by a writing signed by the party against whom the enforcement of such amendment is sought.

9.2 The parties agree that, during the negotiations preceding this Agreement, they had the opportunity to discuss all issues of interest pertaining to wages, hours and all other terms and conditions of employment. The Union agrees that the Employer will not be obligated to bargain collectively with the Union during the term of this Agreement on any issue pertaining to wages, hours and all other terms and conditions of employment, and the Union specifically waives any right which it might otherwise have to request or demand such bargaining. Mistakes made by the Employer or the Union regarding the application of the terms of this Agreement shall not constitute past practices for future application in similar circumstances.

9.3 The rights of the Union and its individual members derive solely from the specific terms of this Agreement and neither shall assert any entitlement based upon, nor shall the Employer be bound by or required to follow, any alleged custom, policy or other "past practice" unless such entitlement arises out of actions memorialized and agreed upon in writing by the Employer's Director of Labor Relations and the Union's Business Representative of International Representative.

## ARTICLE 10 PRIOR OBLIGATION

10.1 The number of extra Employees called to work in connection with an event shall be that number which is reasonably adequate to perform the work anticipated within the time expected to be available. However, the number of Employees required under the provisions of a yellow report card shall be determined by the yellow report card. A copy of the yellow report card shall be supplied to the Employer upon receipt by the Union.

As the Union is a member of IATSE, nothing in this contract shall be construed to interfere with any obligation the union owes to IATSE by reason of a prior obligation in regard to traveling attractions, provided that the foregoing shall in no event be construed or applied so as to contravene any applicable federal or state law.

## ARTICLE 11 SEVERABILTY

11.1 It is further agreed that the Employer and the Union will comply with all applicable federal, state and municipal laws. Any rules and regulations issued pursuant thereto which are conflicting with the provisions of this Agreement will be mutually reviewed by the parties. Should any part of this Agreement be declared in conflict with any law or regulation, local, state or federal, the remainder of this Agreement shall not be affected and remain in force.

## ARTICLE 12 TERM

12.1 This Agreement shall remain in full force and effect from July 1, 2017 up to and including midnight June 30, 2020 (hereinafter called the "Expiration Date") and shall continue from year to year thereafter unless either the Union or the Employer shall serve written notice on the other, at least sixty (60) days prior to the termination of the then current term. If the parties are unable to agree upon the proposed amendment(s) on or before the Expiration Date or within such extended time as may be mutually agreed on, the Agreement shall then expire.

Western Michigan University

By: _____
Warren Hills
Chief Human Resources Officer

Date: 9/19/17

By: _____
Rob Pennock
Director, Auxiliary Enterprises

Date: 9/20/17

International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, Local 26,, Grand Rapids, Michigan

by: _____
Stasia Savage
Business Agent

Date: 9-26-17