

AGREEMENT

BETWEEN

ASOLO THEATRE INC.

AND

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE
UNITED STATES AND CANADA, LOCAL #412 and LOCAL USA 829

(July 1, 2017 through June 30, 2020)

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ARTICLE 1
PREAMBLE

THIS AGREEMENT is entered into by and between Asolo Theatre, Inc. for its operation located at Florida State University Center for the Performing Arts in Sarasota County, Florida (hereinafter referred to as “the Theatre” and/or “Employer”), and IATSE, Local 412 and Local USA 829 (hereinafter referred to as the “Union”).

WITNESSETH:

WHEREAS, the Union recognizes that the Employer is a cultural performing arts institution organized to develop a resident theatre company at the highest possible level of artistic excellence for the benefit of the Sarasota-Manatee community at large; and

WHEREAS, the Employer recognizes the Union as the exclusive bargaining agent of the Employees as described further herein; and

WHEREAS, it is the intent and purpose of the parties hereto in making this Agreement to meet and fulfill the responsibilities and obligations of the Employer and to provide for the interests of the Employees covered by this Agreement; to avoid interruptions and interference with the Employer’s artistic endeavors; to promote equitable employment relations and set forth herein rates of pay, hours of work, and conditions of employment for the Employees covered by this Agreement; and to acknowledge equity, fair play and trust as the cornerstone of the relationship;

NOW, THEREFORE, in consideration of their mutual covenants herein contained, the parties hereto further agree as follows:

ARTICLE 2

DEFINITIONS

- 2.1 Day.
A workday.
- 2.2 Theatre.
Asolo Theatre Inc. d/b/a Asolo Repertory Theatre Company, or any successor agency ("Asolo").
- 2.3 Union.
The International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local #412 and Local USA #829.
- 2.4 Employee.
All individuals employed by the Asolo who are current and future members of the bargaining unit defined herein.
- 2.5 Current Employee.
An Employee in the Bargaining Unit position on the date of execution of this agreement.
- 2.6 Employer.
Asolo Theatre Inc. ("Asolo" or "Theatre").
- 2.7 Agreement Year.
The beginning date of this Agreement through the anniversary date one year later is the first "Agreement Year". Each subsequent 12-month period ending on the anniversary date shall be a subsequent "Agreement Year" until the expiration of the Agreement.
- 2.8 Non-exempt.
Employees who are not exempt from the Fair Labor Standards Act (FLSA).
- 2.9 Exempt.
Employees who the parties believe are exempt from the FLSA and thus excluded from receiving overtime pay.
- 2.10 Seasonal.
A Seasonal Employee is an Employee who is regularly scheduled to work at least forty hours per week at least thirty (30) weeks, but less than 50 weeks, per year.
- 2.11 Annual.
An Annual Employee is an Employee who is regularly scheduled to work at least forty hours per week for at least 50 weeks per year unless on vacation or sick leave.
- 2.12 Overhires.
Individuals outside of the bargaining unit hired or contracted by the Employer to perform work on a basis other than through Seasonal or Annual employment who may assist bargaining unit Employees with their work and who are not governed by the terms of this Agreement except where specific reference is made.
- 2.13 IATSE National Welfare Fund
A Taft-Hartley Benefits Fund administered by The International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists, and Allied Crafts of the United States and Canada ("IA Welfare Fund").
- 2.14 T.B.D.*
To Be Decided and agreed upon by the parties prior to the referenced date.

ARTICLE 3

RECOGNITION

As and to the extent required by and only for the purposes of the National Labor Relations Act, the Theatre recognizes the Union as the sole collective bargaining agent for all Employees in the job classifications outlined in this section who are employed primarily in the Mertz Theatre of Asolo Theatre, Inc. in Sarasota, Florida.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

The bargaining unit:

- a) Senior Property Master*
- b) Property Master*
- c) Shop Foreman*
- d) Master Scenic Carpenter/ Metal Fabricator*
- e) Master Sound Engineer*
- f) Master Scenic Artist* (Represented by IATSE Local USA #829)
- g) Master Electrician*
- h) Master Stage Carpenter
- i) Theatre Property Head
- j) Wardrobe Head
- k) Grip
- l) Asst. Scenic Artist* (Represented by IATSE Local USA #829)
- m) Assistant Technician
- n) Scenic Carpenter
- o) Flyman

* Signifies positions that the Employer categorizes as exempt from the FLSA. The parties recognize that each position's pay, hours, and months of employment set forth in this agreement are based on the exempt status. In the event the Department of Labor or a court were to re-categorize any position from Exempt to Non-exempt, the position's pay, hours, and months of employment set forth herein would not be binding and the parties would re-open negotiations on those issues.

If any new Seasonal or Annual position falls under the above categories, it will automatically be included within the bargaining unit. In the event new positions are created, which are traditionally included in a bargaining unit representing the positions described above, the parties will meet to determine whether such positions should be included in this bargaining unit.

The Employer maintains complete discretion to determine whether and when it will fill the above positions or hire Overhires.

The Employer shall not normally assign to its non-bargaining unit managers work performed by bargaining unit Employees. However, the parties understand that the Employer's managers may perform bargaining unit work from time to time in order to complete a project on time, in cases of emergency, and to help train Employees or students.

ARTICLE 4
NONDISCRIMINATION

The Theatre and Union agree that there shall be no discrimination against any employee because of such employee's age, race, creed, color, religion, marital status, sex, sexual preference, national origin, or physical or mental disability in violation of the Americans with Disabilities Act.

ARTICLE 5
STEWARD

The Union shall have the right and responsibility to designate an Employee as a Steward on the jobsite. The Union shall notify the Employer of the Steward's identity prior to the Employee acting as Steward.

ARTICLE 6

MANAGEMENT RIGHTS

The Union and its members recognize that the Employer has the sole and exclusive right to manage its employees, properties, and operations as it sees fit, limited only by the express delegations or modifications contained in this Agreement.

Without limiting the generality of the foregoing, some of the sole and exclusive rights of management which are not abridged by this Agreement include, but are in no way confined to, the right to establish and amend at its discretion its mission, employment policies, programs, services, budget, equipment, staffing needs; the right to establish reasonable standards governing the conduct of employees and reasonable standards of employment, including without limitation, rules regarding safety, smoking in nonsmoking areas and drug searches, testing, rules regarding drug use and possession; the right to discipline and discharge employees for just cause; the right to hire, transfer, promote, demote, and layoff employees consistent with this Agreement; the right to determine and from time to time re-determine the effectiveness of overall or components of its operation and continuing viability or need for its existence, the location and types of its facilities, equipment, and operations; the right to close, lease, or sell such facility, equipment or operations or any part thereof; the right to determine the methods, processes, equipment, and materials to be employed; the right to discontinue processes or operations, or to temporarily or permanently limit or curtail any part of or all of such processes or operations; the right to at any time choose among not filling positions, laying off positions, or using Overhires; to determine the number of hours per day or per week operations shall be carried on; and the number of shifts and hours of shifts; and the right to select and determine the number and types of employees required and to assign work to such employees in accordance with the terms of this Agreement; provided, that the Employer's exercise of any of these rights shall not discriminate against the Union or any Union-represented Employee because of his or her union affiliation or the exercise of their right to engage in lawful union activities.

The Theatre retains the complete right to determine the nature, extent and scheduling of its artistic programs and other services to the public; to determine methods and means by which its operations are to be carried out; to introduce new and improved methods or facilities or change existing methods or facilities.

If the Employer fails to exercise any of its functions from time to time, this will not be deemed a waiver of the Employer's right to exercise any or all of such functions.

If in the sole discretion of the Employer it is reasonably determined that a civil emergency exists including, but not limited to war, terrorist threat or attack, riot, civil disorder, severe weather conditions or similar catastrophes, which could interfere with the normal operation of the Theatre, the provisions of the Agreement may be suspended by the Employer during the time of the declared emergency. Should an emergency arise, the Union representative shall be advised as soon as possible of the nature of the emergency.

ARTICLE 7

HIRING

The Employer shall give the Union written notice and an opportunity to refer qualified persons to fill any vacancies in Annual and Seasonal positions in the bargaining unit. Referrals for scenic artists shall be thru IATSE Local USA #829.

The Employer shall notify the Union in advance and request referral of qualified persons needed to fill all temporary ("Overhire") positions performing work performed by bargaining unit Employees.

The Employer has the right to request by name persons on the Union's referral list. The Union hall will accept on its referral list any qualified individual requested by the Employer, and the Union will honor all Employer requests for persons on the list if those persons are available. The Employer retains the right to reject any person referred by the Union. In the event the Union is unable to refer a sufficient number of qualified employees within a reasonable time, the Employer may hire the additional employees needed from any other source.

The Union shall refer all persons to the Employer consistent with the Union's rules and on a non-discriminatory basis consistent with federal and state law. The Union shall indemnify the Employer for any claims arising out of Union referral practices.

ARTICLE 8

PROBATIONARY EMPLOYEES

All newly hired Employees shall serve a probationary period of 90 calendar days, during which the Employer may discharge such Employee without cause, prior notice, or pay in lieu of notice.

ARTICLE 9

RESIGNATION

Employees are required to notify the Employer at least two weeks prior to the time they resign. A longer notice of resignation should be given if possible. The absence of an Employee for three consecutive workdays without prior notice shall be deemed a voluntary resignation without notice.

ARTICLE 10
LAYOFF AND RECALL

Layoffs are terminations from Seasonal or Annual employment due to lack of work for which the current Employee is suited and qualified. The Employer has the right to lay off Employees at any time so long as it complies with this provision. In the event of layoffs, such layoffs shall be based on the inverse order of seniority within a department as long as the remaining Employees are equally qualified to perform the remaining positions.

The Theatre shall provide 45 days notice prior to terminating employment due to a layoff; however, in the event of urgent and exceptional circumstances requiring an earlier reduction of payroll, the parties will meet to agree on an appropriate notice period.

Employees laid off have the following preference in re-hiring for a two-year period following the Employee's layoff:

In the event a vacancy is to be filled for the position from which the Employee was laid off, the laid off Employee shall receive a clear preference above any equally suited and qualified candidate.

In the event the laid off Employee is offered and accepts the position pursuant to this preference, the laid off Employee shall be paid the same percentage above base pay in this class as in his or her previous position. If the new position is in a higher class, this percentage rule shall not apply.

If any such laid off Employee fails to respond to written notice within seven (7) days after notice is delivered to last known address and to report for duty within twenty-one (21) days after such notice, (or when requested, whichever is later), he or she shall lose any preference in hiring. Notice to the Employee shall be sent postage prepaid, certified, return receipt requested, to the last known address.

It is further mutually agreed that this clause is not to be used as a means to restructure the bargaining unit or in any way to circumvent the intent of this Agreement.

All Seasonal Employees shall be considered hired for the following season after completing two consecutive seasons of employment with the Theatre and accepting an offered position for the third consecutive season.

ARTICLE 11

TRAINING PROGRAM

A structured intern-training program may be instituted mutually by the Union and Theatre that would include the following:

1. A specific and structured curriculum that will be set up to establish what is expected of the intern and the responsibilities of the bargaining unit members who will be giving instruction and supervision to the interns.

2. The initial program may include two interns for the shop with a minimum ratio of one intern to four (4) Employees on staff either as Annual or Seasonal Employees during the term of the internship. The head of the department in which the intern has been assigned, or his/her designee, will be present in the shop at all times the intern is present. The Technical Director and Department Heads will co-ordinate all scheduling of interns.

3. The initial program may include one intern for the theater with a minimum ratio of one intern to four (4) Employees on staff either as Annual or Seasonal Employees during the term of the internship. The head of the department in which the intern has been assigned, or his/her designee, will be present in the theater at all times the intern is present. The intern will be assigned to tasks covering all aspects of backstage operations. The Technical Director and Department Heads will co-ordinate all scheduling of interns.

Other than due to layoff, an unanticipated vacancy in one of these ratio positions will not terminate an agreed-upon internship.

The Union and Theatre will review and adopt a mutually agreed upon standard for interns.

The Training Program will not prevent the Union from also setting up a future certified apprentice program nor prevent the Theatre from participating in the apprentice program.

It is agreed that upon thirty (30) days written notice this Article may be reopened for negotiations without reopening the whole Agreement.

ARTICLE 12

DUTIES

Employees will perform the duties described in their job descriptions and assigned by the Theatre, whether directly for the Theatre or pursuant to agreements the Theatre may have from time to time with third parties.

ARTICLE 13

DISCIPLINE AND DISCHARGE

The Employer may discipline or discharge any Employee for just cause. Except as specifically provided in section B below, before an Employee is disciplined or discharged the Employer will first give the Union and the Employee a written notice of deficiency and will afford the Employee two weeks to demonstrate correction of the deficiency to the satisfaction of the Employer.

A. If the Employee's conduct is inappropriate but does not constitute a serious violation of rules or serious disruption to the workplace, the Employer shall give a warning notice to the Employee prior to terminating the Employee for the inappropriate conduct. The following is a non-exhaustive list of examples of causes requiring a warning:

- Failure to meet the standards for the position.
- Refusal to perform work assigned to the Employee.
- Carelessness or negligent performance or conduct at work.
- Causing disruption to the workplace through an ongoing negative attitude.
- Repeated failure to work well with co-workers.
- Repeated unapproved absenteeism or tardiness.
- Failure to maintain the skills required for the position after management has offered education in the required area.
- Insubordination.
- The intentional violation of known rules or policies.

B. If the Employee's conduct constitutes a serious violation of rules or serious disruption to the workplace, the Employer may immediately terminate the Employee's employment without the necessity of a prior written notice. The following is a non-exhaustive list of examples of causes for termination that would not require Employer to give the Employee a warning prior to termination:

- Continued insubordination.
- Violation of drug free workplace rules, including coming to work under the influence of alcohol or illegal or dangerous drugs.
- Engaging in violent behavior, including an assault, battery, or threat to harm another, or carrying a firearm to or in the workplace.
- Theft from a co-worker or the Employer or a third party related to the workplace.
- Harassment of any kind (racial, sexual, verbal, physical).
- Falsification of employment-related documents.

ARTICLE 14

GRIEVANCES

The parties agree that they will promptly attempt to adjust any grievance or dispute that may arise involving a question of the interpretation or application of any matter covered by this Agreement, and that each such grievance or dispute shall be handled in accordance with the following procedure:

Step One. The grievant shall first take up his or her grievance with the immediate supervisor within seven (7) calendar days after the grievance occurs or the Grievant knew or should have known of the basis for the grievance. Grievances that are not timely filed are waived and shall not proceed beyond step one or to arbitration except that a Grievant may challenge the timeliness of the grievance.

Step Two. If they are unable to settle the grievance, and the Employee desires to proceed to the next step, the Employee shall then submit the grievance to the Supervisor and the Steward in writing within five (5) additional calendar days, who shall try to settle same.

Step Three. If such parties are unable to settle the grievance in Step Two, and the Union desires to proceed to the next step, the Union shall then submit the grievance to the Managing Director who shall arrange a meeting of the parties for the purpose of attempting to resolve the dispute. If no agreement is reached at this step, then the grievance shall be submitted to Step Four.

Step Four. If the written grievance cannot be settled in Step Three of this Section, it may, by mutual agreement of the parties, be submitted to the Grievance Committee, which shall consist of two representatives selected by the Union and two representatives selected by the Employer. The Grievant shall have the right to appear before the Grievance Committee. The Grievance Committee shall hear evidence presented by both parties that is pertinent to the issue and shall render a decision that shall be final and binding on both parties. Should the Grievance Committee be unable to reach a decision in accordance with the Committee's rules of procedure, the Committee shall be considered deadlocked. The grievance then may be arbitrated in the manner set forth in Article 15 of this Agreement. Either party may elect to bypass the Grievance Committee by delivering notice of the party's intent to immediately terminate Step 4 prior to assembly of the Grievance Committee.

It is understood that the issue to be presented to the Grievance Committee shall be presented by a Union Representative and a Management Representative.

ARTICLE 15

ARBITRATION PROCEDURE

Timely filed grievances which are not settled pursuant to the Grievance Procedure, Article 14, and which either party desires to contest further, and which involve the interpretation or application of the provisions contained in this Agreement, shall be submitted to arbitration as provided in this Article, but only if one party gives written notice to the other of its desire to arbitrate the grievance within thirty (30) calendar days after the termination of Step 4 of the Grievance Procedure. The Arbitrator has discretion to determine whether grievances and arbitrations have been timely filed.

As soon as possible and in any event not later than ten (10) calendar days after one party receives written notice of the other's desire to arbitrate, the parties shall agree upon an Arbitrator. If no agreement is reached within ten (10) days, an Arbitrator shall be selected from a list of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by alternately striking the names until one (1) name remains, provided however, that in the event either party feels that the list submitted by the Federal Mediation and Conciliation Service is unsatisfactory, such party shall have the right to request no more than one (1) additional list of Arbitrators until a satisfactory list has been received. The party who strikes the first name from the panel shall be the party requesting arbitration.

The Arbitrator shall have no power to alter, amend, change, add to, or subtract from, any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement within the allegations set forth in the grievance. The Arbitrator shall not attempt to re-write this Agreement in an effort to reach a result perceived to be equitable. The decision of the Arbitrator shall be based upon the law, evidence and arguments presented by the respective parties in the presence of each other. In addition, the issue must not rest on any alleged understanding, practice or other matter outside the scope of this Agreement, or involve the exercise of any of the exclusive rights of the Theatre which are set forth in Article 6. There shall be no punitive damage awards. The Arbitrator(s) shall specifically acknowledge and adhere to the recognition in this Agreement that the Employer is engaged in activities that are primarily artistic in nature and that greater discretion is awarded to such an employer in evaluating ability, job performance, and appropriateness for the job.

There shall be no sequestration/exclusion of witnesses in the arbitration hearing unless mutually agreed by the parties.

The expenses of the Arbitrator, including a transcript if requested by either party, as well as the other expenses of holding the arbitration, shall be borne equally by the Union and the Theatre; however, each party shall bear the expense of its own representatives, of its own witnesses, and of preparing and presenting its own case.

The decision of the Arbitrator shall be final and binding on both parties.

The arbitration procedure shall extend only to those issues that are arbitrable under this Agreement. In order for a grievance to be arbitrable: (a) it must have been properly and timely processed through the grievance procedure; and (b) it must genuinely involve the interpretation or application of the specified provision or provisions of this Agreement.

ARTICLE 16
WAGES and HOURS

16.1 Minimum Wages.

Effective July 1, 2014 the minimum wage shall be \$549.20 per week.

The Employer retains discretion to award additional increases or bonuses according to performance and skill. The Employer may pay any Employee a greater amount without changing the wages of any other Employee.

16.2 Annual Increases.

Effective July 1, 2017, each employee shall receive a 2.5% increase in base wages, and the Employer shall award an additional aggregate amount not less than one half of one percent (0.5%) of total Employee salaries as individual merit raises to Employees selected by the Employer.

Effective July 1, 2018, each employee shall receive a 2.5% increase in base wages, and the Employer shall award an additional aggregate amount not less than one half of one percent (0.5%) of total Employee salaries as individual merit raises to Employees selected by the Employer.

Effective July 1, 2019, each employee shall receive a 2.5% increase in base wages, and the Employer shall award an additional aggregate amount not less than one half of one percent (0.5%) of total Employee salaries as individual merit raises to Employees selected by the Employer.

- ◆ The raises as detailed above will be applied in each year of this Agreement following a year of a balanced budget (no operating deficit) for Asolo Theatre Inc. In any year following a non-balanced budget year for Asolo Theatre Inc., it is mutually agreed to reopen Article 16.
- ◆ In any year in which the Consumer Price Index for the U.S. South Region is 4% or higher, it is mutually agreed to reopen Article 16.
- ◆ If at any time during this Agreement, the Union and its representatives become aware of a possible shortfall that could lead to a deficit, it is mutually agreed to immediately begin discussions which will fully inform Employees as to the nature of the shortfall and actions being taken by Management and the Board of Directors to avoid a year end deficit, as well as provide a forum for input from the bargaining unit.

16.3 Pay Ranges and Groupings.

For the purposes of this Agreement, no current Employee will be affected by pay range changes in his or her current position. In order to maintain consistency in this Agreement, wages are sometimes described in terms of hourly rates. However, Exempt Employees are paid on a salary basis. In order to determine the appropriate weekly salary required under this Agreement for Exempt Employees, the parties should multiply the hourly rate by 40. Nothing contained in this Agreement is intended to alter the exempt status of any Employee.

(1) Pay Range 1 shall consist of Senior Property Master, Property Master, Shop Foreman, Master Scenic Carpenter/Metal Fabricator, Master Scenic Artist, Master Sound Engineer and Master Electrician. The minimum wage is \$17.66 per hour or \$706.40 per week.

(2) Pay Range 2 shall consist of Theatre Property Head, Master Stage Carpenter, Flyman and Wardrobe Head. The minimum wage is \$14.52 per hour or \$580.80 per week.

(3) Pay Range 3 shall consist of Assistant Scenic Artist, Assistant Technician, Scenic Carpenter and Grip with a minimum wage of \$13.73 per hour or \$549.20 per week.

16.4 Rate Card.

At times the Theatre will hire Overhires to perform certain tasks or functions that are included in the job descriptions of bargaining unit Employees.

The pay scale and procedures for Overhires are referenced in the attached *Addendum B: Pay Scale and Procedures for Overhires.*

16.5 Outside Work.

Outside work refers to work not for Asolo and/or FSU presented productions. Outside work includes all work for the outside users, renters and any work contracted to be executed by the Asolo for any other group and/or company. Employees may not refuse Outside Work in any week they are assigned less than forty hours of regular work; however no Employee shall be required to work more than forty combined hours per week of both regular and Outside work.

Employees who possess the required skills shall have the Right of First Refusal for any Outside Work, provided such work would not interfere with the normal operations of the Theatre.

Outside Work shall be compensated per the following Categories:

(A) Motion Picture & Television Productions (Including Commercials):

All workers shall be paid as per rates and conditions in the appropriate IATSE area standards agreement.

(B) Broadway, Outside Professional Theatrical Productions, Exhibition, Corporate and Convention meetings:

Workers shall be paid as per standard Asolo rates and conditions as set forth in this Agreement, except that Exempt Employees shall receive pay at time-and-a-half rate in lieu of comp time for any work performed in excess of forty hours in one week, if such excess work was the result of work performed within the scope of this category 16.5(B).

(C) Local Non-Profit Arts Groups:

All workers shall be paid as per the standard Asolo rates and conditions as set forth in this Agreement.

ARTICLE 17
BENEFITS

17.1 Welfare Fund.

The Employer shall provide Employees with group health insurance, pension and welfare benefits through the IA Welfare Fund pursuant to the terms and conditions of the IA Welfare Fund Participation Agreement.

Effective July 1, 2017, the Theatre agrees to pay as an Employee benefit a total amount equal to 22.5% of gross weekly wages of each eligible Employee into the IA Welfare Fund (14.5% paid to Health and Welfare Fund and 8% paid to I.A. Annuity Fund).

Effective July 1, 2018, the Theatre agrees to pay as an Employee benefit a total amount equal to 23% of gross weekly wages of each eligible Employee into the IA Welfare Fund (15% paid to Health and Welfare Fund and 8% paid to I.A. Annuity Fund).

Effective July 1, 2019, the Theatre agrees to pay as an Employee benefit a total amount equal to 23% of gross weekly wages of each eligible Employee into the IA Welfare Fund (15% paid to Health and Welfare Fund and 8% paid to I.A. Annuity Fund).

Local 412 may change the proportional division of benefits payments made to the IA Welfare Fund upon written notice to the Employer.

The above referenced benefits payments shall be based on base wages, base salary and Outside Work only and shall not be paid for overtime except for overtime on Outside Work.

17.2 Vacation.

Annual and Seasonal Employees use and accrue vacation time pursuant to the following rules:

Annual Employees begin to accrue vacation time at the rate specified below when they are hired; Seasonal Employees, however, begin to accrue vacation time after two years of employment.

Employees shall accrue vacation at the rate specified below; however, when an Employee reaches an applicable cap, the Employee no longer accrues vacation until the Employee's use of the vacation has decreased the vacation time below the cap. Under no circumstances may an Employee accrue vacation in excess of the cap.

The cap is the current year's vacation accrual plus 160 hours for Non-exempt Employees or the equivalent number of days for Exempt Employees.

In order to accommodate a suspension in the performance schedule, when the normal performance space will not be available, the Employer shall be permitted to designate a specific vacation week for all bargaining unit Employees in Seasonal positions associated with theater operation. Only one week may be designated each year; the vacation week must fall within a single pay period; and it shall not count toward the total weeks of Seasonal employment. The designated vacation week must be announced, with written notice to the Steward, prior to the beginning of each season. Each Employee shall choose whether the specified vacation week shall be unpaid or shall be paid as accrued vacation time. In either case, all benefits shall continue without interruption, and no other terms of this agreement shall be abridged.

Employees must request vacation time sufficiently in advance to allow supervisors to review, schedule and approve the absence. Vacation time may be used only with supervisor's approval, although supervisors must authorize at least as much vacation time per year as earned that year or Employee will be compensated by the Theatre for accrued vacation time on a straight time basis in addition to earned weekly salary.

Earned Vacation Schedule

Years 1 through 3 = vacation is earned at the rate of 1.54 hours per week.

Years 4 through 6 = vacation is earned at the rate of 2.31 hours per week.

Years 7 & above = vacation is earned at the rate of 3.08 hours per week.

Exempt Employees must take vacation time in one-day increments or greater.

Vacation time cannot be used until it is earned.

Employees shall schedule their vacations with the approval of their supervisor, which shall be given or refused in writing within 10 working days of the request.

17.3 Vacation Pay on Termination.

Upon termination after six months employment, accrued vacation is paid on an hour for hour basis for Non-exempt Employees or on a day for day basis for Exempt Employees. No payment shall exceed the maximum accrual.

17.4 Sick Leave.

Sick leave is earned by Annual and Seasonal Employees. It may be used for personal illness, illness within the immediate family or deaths within the immediate family. Immediate family shall include domestic partners. Sick leave may be used for unforeseen personal emergencies provided that all accrued vacation time and compensatory time have been exhausted. Sick leave cannot be used until it is earned. After the third consecutive day of absence a written doctor's statement must be submitted for illness. Sick leave is earned at the rate of 1.55 hours per week, cumulative to a cap of 160 hours for Non-exempt Employees or the equivalent number of days for Exempt Employees.

17.5 Sick Leave Pool.

All Annual and Seasonal Employees are eligible to participate in the sick leave pool as established by the Employer.

The Employer shall administer the Sick Leave Pool. The Sick Leave Pool Policy and list of rules shall be posted in the Employee's work area and distributed to all employees. An ad-hoc committee comprised of one bargaining unit representative, one representative from non-union employees, and one representative from management shall recommend sick leave pool policy.

17.6 Leave Laws.

The Employer will maintain policies in compliance with the Americans with Disabilities Act ("ADA") and the Family and Medical Leave Act ("FMLA"), Jury Duty, Military Leave, Workers' Compensation and any state or federal laws regulating leave time. The Employer and the Union will comply with such laws and policies. Any alleged violations of leave laws may be resolved through grievance, and then either through arbitration or through the courts, at the Employee's discretion.

17.7 Sick Leave Pay on Termination.

Upon termination after six consecutive years of employment, one half of the accrued sick leave is paid in cash. No payment shall exceed one half of the maximum accrual.

17.8 Hours of Work.

Full time Employees are guaranteed a full week's pay for each week in which they are employed, so long as they are present and able to work (except as described above). The Employer will endeavor to maintain a normal workday, which does not exceed twelve (12) hours.

The twelve-hour day begins at First Call. A break during the day of less than four hours shall be counted as part of the twelve (12) hours. A break of four hours or more shall not be counted as part of the twelve (12) hours, but the twelve hours shall resume counting when work resumes after the break. No more than one four hour or more break shall be given each day.

Example of twelve (12) hour day with a four-hour break:

Crew Call	9:00 a.m.
Break Begins	12:00 noon
Break Ends	4:00 p.m.
End of 12 hr Day	1:00 a.m.

Non-exempt Employees shall receive overtime compensation at the rate of time and one half for hours worked in excess of a twelve-hour day, and for hours worked in excess of a forty-hour week. There shall be, however, no duplication of overtime pay for any hours that qualify as overtime under more than one provision of this section. All overtime must be approved in advance by a supervisor.

17.9 Non-exempt Employees.

Other than as contemplated in 17.2, Non-exempt Employees shall be paid for regularly scheduled work if the Employee was ready, willing and able to perform but the Employer failed to provide a full week's work as described in this Agreement.

17.10 Exempt Employees' Comp Time.

Employer will reward compensatory time to Exempt Employees for work in excess of forty (40) hours pursuant to the following terms:

- Compensatory time will be recorded with each pay period.
- Without express written permission from the Chief Executive Officer or the Managing Director, up to one week of accrued compensatory time may be carried over beyond December 1st. All other compensatory time off will expire on December 1st of each year. The Employer will make every reasonable effort to permit an Exempt Employee with accrued compensatory time off to take the time off before the December 1st expiration.
- Exempt Employees with accrued compensatory time off will make every reasonable effort to schedule such time off at a convenient time for the Employer and to use such time. In the event the Employer does not permit an Exempt Employee to take accrued compensatory time off, the Employer shall either permit the Employee to carry over the accrued compensatory time beyond December 1st into the subsequent 12 months or shall pay the Employee for the accrued compensatory time in excess of one week at a rate proportionally equal to the Employee's regular weekly pay for each accrued week of compensatory time or portion thereof in excess of one week.
- Exempt Employees will not receive overtime pay except per 16.5(B).

17.11 Termination Benefit.

At termination all accrued compensatory time shall be paid to the Employee at a rate proportionally equal to the Employee's regular weekly pay for each accrued week of compensatory time or portion thereof.

17.12 Bond.

The Employer will establish a \$5,000 restricted fund at the beginning of each season. This fund will be used to pay off on a pro-rated basis accrued benefits in the event of the failure of the Theatre but does not release the Employer from the obligation to pay the full amount due to Employees if the amount of the fund is insufficient. At the Employer's option, this fund may be abolished four weeks after the end of the season, so long as it is re-established at the beginning of the next season. The Employer reserves the right to ask the Union for permission to use this restricted fund in the event of a financial crisis. If the Union grants such permission, it is understood that the Employer will reimburse the fund at the first opportunity.

17.13 Additional Compensation.

Understudy, brush up or extra rehearsals requiring full production values from any department shall incur Additional Compensation to each affected Employee at a flat rate of twenty-five dollars (\$25) per Rehearsal. Such Rehearsal time shall be included in the total hours worked for the purpose of determining overtime. Brief periods of rehearsal immediately prior to performances including fight calls, dance/vocal warm-ups or understudy put-ins shall not be considered for additional compensation.

17.14 Costumes.

Bargaining Unit Employees required to wear a costume to perform their duties shall receive an additional two hundred twenty-five dollars (\$225) per run of show. Overhires required to wear a costume to perform their duties shall receive an additional twenty-five dollars (\$25) per dress rehearsal or performance.

17.15 Extra Performances.

Management should give two weeks prior notice of added performances. If notification is less than two (2) weeks, the additional performance shall be paid at twenty-five dollars (\$25) per performance. Such hours will be included in the total hours worked for the purpose of determining overtime pay.

17.16 Picture Calls.

When picture calls are held on a day with dress rehearsal and a preview or performance, there will be a one-hour dinner break for crew members or a twenty-five dollar (\$25) meal penalty will be paid to the affected Employees.

17.17 Minimum Between Call.

For all Employees the minimum time between work calls shall be ten hours between quitting time and the next call. Failure to provide such time shall result in the Employer compensating all affected Employees at one and a half times the prevailing rate for the time remaining in the ten-hour break period in addition to their regular weekly pay.

17.18 One Day Off Per Week.

Employees should have one day off per week. The day shall commence at 12:01 a.m. and extend for the following 32 hours. Such day shall be the same day each week and shall be specified by Employer by October 1st of each year. Failure to provide such day off will result in extra compensation in cash at one and one half times his or her normal rate to any affected Employee.

17.19 Changing Designated Day Off.

The Employer reserves the right to move the designated day off to a different day in the same week in order to coincide with a corresponding shift in the Equity work week. It is further agreed that the Employer can only exercise this right after two weeks prior notice and that a change cannot be made more than three times in a given season.

17.20 Holiday on Designated Day Off.

When a holiday (as defined in this Article) falls on the designated day off for a full time or Seasonal Employee, one of two things will occur:

- ♦ The Employee will receive an alternative day off in the week before, during or following the week in which the holiday occurred, or
- ♦ The Employee will receive an additional vacation day to be added to any accrued vacation under this Article.

17.21 Meals.

After a five-hour work period, each person shall have at least sixty minutes for lunch and sixty minutes for dinner, but if management determines such a break to be disruptive, management will provide meals. If a meal is provided each affected Employee will be allowed at least thirty minutes' meal break during which time no work will be required. If such meal or break is not provided, each affected Employee will receive a meal penalty in the amount of \$20.00.

17.22 Holidays.

A Paid Holiday shall be defined as one day's pay, not to exceed eight hours. Employees required to work on a Holiday shall receive compensation at one-and-one-half time's regular rate of pay.

Employees shall be granted the following paid holidays:

Christmas (beginning at 5:00p.m. December 24, extending for 39 hours)
New Year's Day
Martin Luther King Day
Easter
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day

17.23 Break in Service.

For the purposes of defining benefit accruals in this section, a break in service is defined as ninety days following the last day worked for the Theatre following a resignation, discharge or layoff, except that the normal break between seasons shall not be counted as a break in employment for Seasonal Employees. In the event an Employee is rehired within 2 years of the Employee's resignation or 5 years of the Employee's layoff or discharge, and the Employee then works one continuous year for the Employer, all of the Employee's time with the Employer will be combined as if it were continuous. For Seasonal Employees, a season equals a year.

17.24 Duties of Employment.

The duties of employment are defined by the approved Job Descriptions in effect on the date of final execution of this Agreement, as attached.

17.25 Health and Safety.

It is anticipated in the near future that a new shop workspace will be acquired. When that shop workspace is acquired, the Employer shall provide and Employees shall maintain a safe and healthy workplace. Any newly acquired indoor places of work shall be air-conditioned with the exception of areas used only for storage or final assembly. Employees shall promptly report any unsafe, unhealthy or unsanitary conditions to the Steward, who will report significant problems to Management, and if preventable, shall not knowingly allow such conditions to occur. No Employee shall be required to work in unsafe, unhealthy or unsanitary conditions.

17.26 Extension of Seasonal Employment.

The Employer may extend Seasonal employment as required. If Seasonal Employees work fifty weeks during any fiscal year, they shall be granted the benefits provided to full time Employees.

17.27 Staffing the Cook Theatre and Alternative Spaces.

All paid work performed by Bargaining Unit Employees in any theatre, shop or facility utilized by the Employer shall be governed by the terms of this Agreement and all paid work performed by Overhires shall operate under the same pay scale and procedures as applicable to Overhires in the Mertz Theatre, with the understanding that, in the event the "Original" Asolo Theatre re-opens, the work rules may be re-negotiated for work performed at the Original Asolo.

(A) Cook Theatre Minimum Employment.

Whenever the Employer utilizes the Cook Theatre for Asolo productions, the Employer may employ one person who is not a bargaining unit member. Additional employees, if needed, shall be Employees or referred by the Union Hiring Hall.

(B) Exemptions.

Excluded from minimum requirements are certain events including: "Kaleidoscope"; charitable functions; lectures; "Late Night" and other experimental or student productions; and other events that may be added to this list in the future upon mutual agreement.

17.28 Staffing Fund Raising Events.

Employer will contact the Union Business Representative for approval for represented Employees to volunteer their services for Fund Raising events. The date and number of hours of work will be specified. If approved by the Union, Union Employees will be given the right of first refusal to participate in each fundraising event requiring skills of such Employees without compensation. If any Union Employee chooses not to participate, then the Employer will assume all attendant responsibility/liability. There will be no threats, implicit or explicit, and refusal to participate will have no bearing whatsoever on merit raises and/or promotions. If any Union Employee does choose to participate, he or she will receive all perks and benefits that all other participants receive. Failure to obtain Union approval will result in the volunteer hours being considered hours worked pursuant to the terms and conditions, including compensation requirements, of this Agreement. There will be no retaliation in any form for Employees not wishing to volunteer their services. The Union and Union Employees participating will receive appropriate recognition for the volunteered services.

17.29 Articles 16 and 17 Reopening.

The Employer and the Union agree that Articles 16 and 17 may be reopened only in the following conditions:

(a) Severe economic conditions caused by national economic circumstances and unrelated to Employer business decisions; severe inflation caused by national economic circumstances; or

(b) As expressly provided in this Agreement.

ARTICLE 18
NONDISCRIMINATION

Neither the Employer nor the Union shall discriminate against any Employee because of membership or non-membership in the Union, and the Employer shall not discriminate against any Employee because the Employee is a Union steward, officer or committee member or because the Employee engages in any lawful union activity.

ARTICLE 19
UNION AFFILIATION AND JURISDICTION

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 and Canada. Nothing in this contract shall ever be construed to interfere with any obligation the Union owes to such International Alliance by reason of a prior obligation; but this shall in no event be construed so as to conflict with any applicable state or federal laws.

The Employer agrees not to require any member of IATSE, Local #412 to physically travel or tour outside the jurisdiction of Local #412.

The Employer may request a member of the bargaining unit to tour outside of Local #412's jurisdiction. In all such cases a separate agreement covering travel expenses, per diem and wage adjustments will be negotiated. This Agreement covers any Employee in a defined bargaining unit position as described in this Agreement.

ARTICLE 20
WORK PRODUCT

The Union agrees that any work product in its traditional crafts and skills produced under the direction of Asolo Theatre Inc. is the property of Asolo Theatre Inc. with all the rights and privileges appertaining thereto retained to the benefit of Asolo Theatre Inc.

ARTICLE 21
CHECK OFF

The Employer will deduct union dues from the wages of any employee who authorizes the deduction in writing. No employee shall be required to authorize the deduction of union dues. The Employer will transmit all union dues deducted to the Union at least on a monthly basis.

The Employer shall have no liability to any person as a result of any Union practices pursuant to this Article. The Employer shall have no responsibility for funds deducted, except to transmit all union dues deducted to the Union.

ARTICLE 22
PERSONNEL RECORDS

Any Employee has the right to inspect his or her personnel files at any time during normal office hours. Upon written approval to the Employer by the Employee an authorized representative of Local #412 will be permitted to inspect personnel records and files.

The Theatre will provide the Union Steward with emergency contact information for all Annual and Seasonal Employees authorized to be in the workplace. The Union agrees to provide emergency contact information to the Steward for Overhires placed through the Union Hiring Hall. Emergency contact information shall be kept updated and readily accessible for use when necessary.

ARTICLE 23
UNION BUSINESS

The Union Business Representative, or designee to be identified to the Employer by advance written notice, shall be permitted access to the job site and to Employees in the bargaining unit, provided the Union business shall not be conducted on Employer's time.

A Union representative is invited to meetings of the Board of Directors on the same basis that the rest of the staff participates. The representative will be non-voting.

ARTICLE 24
NO STRIKE - NO LOCKOUT

The Union agrees that it will not authorize, encourage, engage or participate, directly or indirectly, in any strikes, slow downs, mass resignation, concerted withdrawal of services, walk outs, sympathy strikes, picketing, work stoppages or other interference with the Theatre's operations or any other operations during the life of this Agreement.

The Theatre agrees that it will not engage in any lockout during the life of this Agreement for any reason other than violation of this Article by the Union.

ARTICLE 25
SEPARABILITY AND SAVINGS

25.1 Validity of Agreement. If an article or section of the Agreement should be held invalid by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider hereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

25.2 Emergency Reopening. In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the Theatre shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article or section, during the period of invalidity or restraint.

ARTICLE 26
COMPLETE AGREEMENT

The parties acknowledge that this Agreement constitutes the complete agreement of the parties and supersedes all prior written and oral agreements between them. Any addenda or exhibits are incorporated into this agreement.

ARTICLE 27
DURATION

The duration of this contract shall be from July 1, 2014 to June 30, 2017. At the termination date, this contract is automatically renewed for one year and for each succeeding year thereafter unless either party shall give written notice of the desire for changes, termination, and/or revisions not less than sixty days prior to the termination date. There shall be an automatic ninety-day extension period of the contract from the termination date if necessary in order to conclude any new negotiations.

It is understood that the term of this contract is three (3) years. If, however, during that time either party desires to reopen negotiations in order to make additions or revisions to this contract, then written notification of specific points to be negotiated should be submitted to the other party. This notification creates no obligation to acquiesce to such a request to re-open, except as provided for in Article 17.29. Both parties must be mutually agreeable to reopen negotiations and to agree on changes or revisions, if any, otherwise this contract stands as is for the duration of the term.

ARTICLE 28
TERMS OF AGREEMENT

Local #412 and Local USA #829 represents that to the best of their knowledge nothing in this contract conflicts with any prior obligation to the International Alliance of Theatrical Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada as specified in Article 19.

This Agreement has been reached in good faith and mutual trust in an attempt to provide a beneficial working environment over the next three (3) years. It is the hope of both parties that the spirit of this Agreement will result in the continued growth and success of Asolo Theatre Inc.

IT IS MUTUALLY UNDERSTOOD THAT THE ATTACHED AGREEMENT BETWEEN ASOLO THEATRE INC. AND IATSE LOCAL #412 and LOCAL USA #829 DATED July 1, 2017 SIGNED ON THIS 29th DAY OF August, 2017 IS SUBJECT TO RATIFICATION BY A VOTE OF THE BARGAINING UNIT AND THE MEMBERSHIPS OF LOCAL #412 AND USA #829, AND BY THE ASOLO THEATRE INC. BOARD OF DIRECTORS.

SIGNED

ASOLO THEATRE INC.

IATSE LOCAL #412

Linda M. DiSabieo

Roy A. Aronson II

as Managing Director

IATSE Local 412 Bus Agent

SIGNATURE

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS 18th DAY OF Sept, 2017

FOR ASOLO THEATRE INC.

BY GARY KEHNER

Gary K

FOR THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA, LOCAL #412

BY

Robert E. Cannon

IATSE LOCAL 412 MEMBER AT LARGE

FOR IATSE LOCAL USA #829

BY

Addendum A: Job Descriptions

Addendum B: Pay Scale and Procedures for Overhires

Addendum A:

Job Descriptions
for
Asolo Theatre, Inc.



**Asolo Theatre Company
Job Descriptions Addendum A**

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**Asolo Theatre Company
Job Descriptions Addendum A**

Job Title: Shop Foreman

Current Employee: Steve Hogan

Contract Type: Full-Time, Exempt, Annual

Responsible To: Technical Director

Responsible For: Scenic Carpenters

Overtime: Ineligible

Comp Time: Eligible

Qualifications: Strong background in theatrical construction or finish carpenter; ability to supervise scenic carpenters.

Duties: Supervise scenic carpenters and produce working drawings. Design and conceive construction techniques. Build all sets and install same at theater. Build other units and equipment as needed. Maintain all shop equipment, inventory, and safety procedures.

**Asolo Theatre Company
Job Descriptions Addendum A**

Job Title: Master Scenic Carpenter / Metal Fabricator

Current Employee: Bert Taylor

Contract Type: Full-Time, Exempt, Annual

Responsible To: Technical Director

Responsible For: n/a

Overtime: Ineligible

Comp Time: Eligible

Qualifications: Strong background in theatrical construction or finish carpenter; skilled in welding and metal fabrication.

Duties: Build all sets and install same at theater. Build other units and equipment as needed. Maintain all shop equipment and inventory.

**Asolo Theatre Company
Job Descriptions Addendum A**

Job Title: Scenic Carpenter (Shop)

Current Employee: Peter MacBeth

Contract Type: Full Time, Non-Exempt, Seasonal

Responsible To: Technical Director

Responsible For: n/a

Overtime: Eligible

Comp Time: Ineligible

Qualifications: Strong background in theatrical construction or finish carpentry

Duties: Build all sets and install same in theater. Build other units and equipment as needed. Maintain all shop equipment and inventory.

**Asolo Theatre Company
Job Descriptions Addendum A**

Job Title: Scenic Carpenter (Shop)

Current Employee: Mike Donoho, Rick Alley

Contract Type: Full Time, Non-Exempt, Seasonal

Responsible To: Master Scenic Carpenter/Metal Fabricator

Responsible For: n/a

Overtime: Eligible

Comp Time: Ineligible

Qualifications: Strong background in theatrical construction or finish carpentry. High School diploma required. Additional education and/or training a plus.

Duties: Build all sets and install same in theater. Build other units and equipment as needed. Maintain all shop equipment and inventory.

Asolo Theatre Company
Job Descriptions Addendum A

Job Title: Master Scenic Artist
(covered by this contract under jurisdiction of IATSE Local USA 829)

Current Employee: JoAnn Waters-Atkins

Contract Type: Full-Time, Exempt, Annual

Responsible To: Technical Director

Responsible For: Assistant Scenic Artist, scenic artists and scenic painters.

Overtime: Ineligible

Comp Time: Eligible

Qualifications: 3 Years of experience with a professional studio and art school training; demonstrated ability to mix and match paint colors and work in a variety of paint and texture techniques; ability to supervise work of assistant scenic artist, scenic artists and scenic painters.

Duties: Create scenic art using paint and texture techniques specified by the designer. Supervise work of assistant scenic artist, scenic artists, scenic painters, paint shop and equipment. Cover scenic units when necessary. Consult with Designers on style and techniques to be used. Touch-up sets in production as needed. Be at "ten-out-of-twelve" rehearsals as required. Implement and maintain a safe working environment.

Asolo Theatre Company
Job Descriptions Addendum A

Job Title: Master Scenic Artist
(covered by this contract under jurisdiction of IATSE Local USA 829)

Current Employee: Sarah Albernathy

Contract Type: Charge Artist

Responsible To: Technical Director

Responsible For: Journeyman Scenic Artist, Overhire Scenic Painters

Overtime: Eligible

Comp Time: Ineligible

Qualifications: Applicant should have a BA in Theater of Fine Art or professional experience. Applicant should demonstrate ability to mix paint and match color. Applicant should have substantial knowledge in painting drops and scrims with both paint and dye. Applicant should be able to supervise other scenic and overhires in the paint department.

Duties:

1. Take any lead position on all drop, scrim and ground cloth painting as well as any floor treatments.
2. Supervise and painters assigned to the project.
3. Be able to maintain the production schedule.
4. Be able to communicate and supplies needed and track products used out of stock.
5. Be versed in a variety of paint techniques and helpful on painting both set and furniture pieces. Help maintain paint shop equipment.
6. Help during tech with execution of notes.

**Asolo Theatre Company
Job Descriptions Addendum A**

Job Title: Assistant Scenic Artist
(covered by this contract under jurisdiction of IATSE Local USA 829)

Current Employee: Peter Carey

Contract Type: Full Time, Exempt, Annual

Responsible To: Master Scenic Artist

Responsible For: n/a

Overtime: Ineligible

Comp Time: Eligible

Qualifications: 2 years experience with a professional studio and art school training; demonstrated ability to mix and match paint colors and to work in a variety of paint and texture techniques.

Duties: Execute scenic art using paint and texture techniques specified by the Scenic Artist. Cover scenic units when necessary. Maintain paint shop supplies and equipment. Touch-up sets in production as needed. Be at "ten-out-of-twelve" rehearsals as required.

Asolo Theatre Company
Job Descriptions Addendum A

Job Title: Senior Property Master

Current Employee: Jeff Dean

Contract Type: Full-Time, Exempt, Annual

Responsible To: Technical Director

Responsible For: Property Master, Theater Property Head and Prop Run Crew

Overtime: Ineligible

Comp Time: Eligible

Qualifications: Knowledge of and ability to create properties using elements of style, period, ornament, plastic fabrication, upholstery, soft good construction, sculpture, mould making and carpentry; ability to supervise personnel and manage budgets.

Duties: Supervise Property Master, Theatre Property Head and Prop Run Crew and maintain props in current productions. Estimate and maintain all budgets and scheduling with Production Manager. Build, buy or acquire all hand props, set dressing, furniture, special effects related to props, and etc. for all Asolo projects. Coordinate with Scenic Designer and Stage Managers on desired look and use of props, respectively. Maintain prop inventory. Be at "ten-out-of-twelve" rehearsals as required. Insure safety of all personnel.

**Asolo Theatre Company
Job Descriptions Addendum A**

Job Title: Property Master

Current Employee: Marlene Whitney

Contract Type: Full-Time, Exempt, Annual

Responsible To: Senior Property Master

Responsible For: n/a

Overtime: Ineligible

Comp Time: Eligible

Qualifications: Knowledge of and ability to create properties using elements of style, period, ornament, plastic fabrication, upholstery, soft goods construction, sculpture, mould making and carpentry.

Duties: Build, buy or acquire all hand props, set dressing, furniture, special effects related to props, and etc. for all Asolo projects. Coordinate with Senior Property Master, scenic designer and stage managers on desired look and use of props, respectively. Assist Senior Property Master to insure safety of all personnel and to maintain prop inventory and in supervision of Prop Run Crews. Coordinate all budgets and scheduling with Senior Property Master. Maintain prop inventory. Be at "ten-out-of-twelve" rehearsals as required.

**Asolo Theatre Company
Job Descriptions Addendum A**

Job Title: Master Electrician

Current Employee:

Contract Type: Full-Time, Exempt, Annual

Responsible To: Production Manager

Responsible For: Electricians

Overtime: Ineligible

Comp Time: Eligible

Qualifications: 5 years professional experience in the field of theatrical lighting and electrics or BA and 3 years experience; good organizational skills and ability to make job assignments; ability to supervise work of electricians; familiarity with the equipment currently used within the field; ability to climb ladders and work at heights.

Duties: Responsible for all aspects of Asolo Theatre Company lighting operations including: Lighting supervision of all productions; coordination and supervision of electrical department personnel and work crews; specify, purchase and maintain equipment, stock inventories and supplies; maintain and repair all equipment, supplies and storage; maintain equipment in a safe manner and instruct personnel on the safe operation of all equipment; maintain inventory lists; schedule off-season maintenance.

Act as lighting board programmer and operator for technical rehearsals. Run shows as required. Train and supervise lighting operators as required. Coordinate with Production Stage Manager and Production Manager on all lighting issues that affect production.

Discuss, coordinate and maintain lighting budget and scheduling with Production Manager. Advise Artistic Director on selection of Designers for lights. Act as lighting consultant for all departments and theatre functions.

**Asolo Theatre Company
Job Descriptions Addendum A**

Job Title: Master Sound Engineer

Current Employee: Matthew Parker

Contract Type: Full-Time, Exempt, Annual

Responsible To: Production Manager

Responsible For: Sound Operators

Overtime: Ineligible

Comp Time: Eligible

Qualifications: 5 years professional experience in the field of theatrical sound engineering or BA and 3 years experience; thorough understanding of: recording, mixing, editing and splicing techniques with special emphasis on the creation of sound effects and the microphone techniques necessary for recording various audio sources; familiarity with the equipment currently used within the field; basic knowledge of electronics and trouble-shooting techniques; ability to supervise work of sound operators.

Duties: Design and produce all recordings (audio tapes and/or digital audio media) of music and sound effects for all assigned Asolo projects. Specify, purchase and maintain equipment and supplies. Run sound on shows as required and train and supervise operators as required. Provide routine maintenance on all sound systems including page and monitor systems and headset communication system. Maintain an inventory of music and sound effects and a library of past Asolo production tapes.

Discuss, coordinate and maintain sound budget and scheduling with Production Manager. Coordinate with Production Stage Manager and Production Manager on all sound issues that affect production.

Advise Artistic Director on selection of Designers for sound. Act as sound consultant for all departments and theatre functions.

Asolo Theatre Company
Job Descriptions Addendum A

Job Title: Master Stage Carpenter

Current Employee: Jeffrey Ellis

Contract Type: Full Time, Non-Exempt, Seasonal

Responsible To: Production Manager

Responsible For: Grips, Flyman

Overtime: Eligible

Comp Time: Ineligible

Qualifications: 2 years of backstage or related work; basic stage carpentry skills and the ability to supervise crew; ability to lift and carry 80 pounds; ability to climb ladders and work at heights.

Duties: Supervise and execute all placement and movement of scenery, set units, drops and other related equipment in productions, change-overs, load-ins, load-outs and strikes. Consult with Stage Manager on running of all shows and work out and maintain shift plots. Make all crew calls to Grips and Flyman and coordinate other crew calls with department heads. Maintain all theatre equipment including rigging and all other back of house facilities that relate to general production (except sound, electrical and wardrobe). Act as Production Manager's representative to all other stage departments when Production Manager or Technical Director is unavailable. Assist in co-coordinating the activities of backstage personnel and be responsible for overall backstage safety.

**Asolo Theatre Company
Job Descriptions Addendum A**

Job Title: Assistant Technician

Current Employee: Jeremy Guillotta, Elizabeth Kleinknecht

Contract Type: Full Time, Non-Exempt, Seasonal

Responsible To: Head of Assigned Department

Responsible For: n/a

Overtime: Eligible

Comp Time: Ineligible

Qualifications: 3 years professional experience in theater or BA and 2 years professional experience; familiarity with fundamentals of electricity, electronics, sound and computer operation; general skills as stage technician; ability to lift and carry 60 pounds; ability to climb ladders and work at heights.

Duties: Set-up, installation, operation, maintenance, repair and storage, of lighting, audio, video, effects and electrical equipment. Perform other assigned duties as general stage technician including work with sound, rigging, scenery and props.

Asolo Theatre Company
Job Descriptions Addendum A

Job Title: Wardrobe Head

Current Employee: Deborah Kelly

Contract Type: Full Time, Non-Exempt, Seasonal

Responsible To: Production Manager

Responsible For: Dressers

Overtime: Eligible

Comp Time: Ineligible

Qualifications: 3 years professional experience in theatrical costume or wardrobe.

Duties:

1. Sets up wardrobe room and dressing rooms at the beginning of the season and strikes these areas at the end of the season;
2. Attends rehearsals as required;
3. Loads in and sets up costumes prior to first dress rehearsal;
4. Prepares costumes prior to each performance including pressing, steaming and laying out of costumes for the Actor;
5. Maintains all costumes during production including spot-cleaning, laundry, arranging for dry cleaning pickup and delivery, mending and minor alterations;
6. Plans, lays out costumes for and assists with all fast changes including wigs and body mics; arranges for change booths, mirrors, lighting and etc.;
7. Assists actors with dressing and acts as liason between the Actor and the Costume Shop seeing that costume plot is adhered to correctly, making sure each costume is worn properly and relating any problems to the proper person;
8. Maintains wardrobe petty cash and sees that expenditures are properly reported;
9. Purchases and maintains stock of expendibles including panty hose, shoelaces and etc.;
10. Trains and supervises secondary dressers;
11. Strikes costumes at the closing of each production, arranging for final cleaning and the return to the Costume Shop of all accessory items

**Asolo Theatre Company
Job Descriptions Addendum A**

Job Title: Theater Property Head

Current Employee: Calen Cristiani

Contract Type: Full Time, Non-Exempt, Seasonal

Responsible To: Senior Prop Master / Master Sound Engineer

Responsible For: n/a

Overtime: Eligible

Comp Time: Ineligible

Qualifications: 1 year of backstage or related work; general skills as stage technician.

Duties: Execute all movement and placement of all props in productions. Consult with Stage Manager on running of all shows and work out and maintain shift plots.
Shop for all consumable props including food and prepare food props as needed.
Perform other assigned duties as general stage technician including work with sound, rigging, scenery and props.

**Asolo Theatre Company
Job Descriptions Addendum A**

Job Title: Grip

Current Employee: Joaquin Torres, John Winn

Contract Type: Full Time, Non-Exempt, Seasonal

Responsible To: Master Stage Carpenter

Responsible For: n/a

Overtime: Eligible

Comp Time: Ineligible

Qualifications: 1 year of backstage or related work; able to lift and carry 80 pounds; able to climb ladders and work at heights.

Duties: Execute all placement and movement of scenery, set units, drops and other related equipment in productions, change overs, load-ins, load-outs and strikes. Help maintain all theater equipment including rigging and all other back of house facilities that relate to general production. Operate the flyrail as required under the direction of the Flyman.

Asolo Theatre Company
Job Descriptions Addendum A

Job Title: Flyman / Grip

Current Employee: John Donoho

Contract Type: Full Time, Non-Exempt, Seasonal

Responsible To: Master Stage Carpenter

Responsible For: n/a

Overtime: Eligible

Comp Time: Ineligible

Qualifications: 1 year of backstage or related work with experience with rigging systems; able to lift and carry 80 pounds; able to climb ladders and work at heights.

Duties: Responsible for all flown units, their movement and the safety of all persons in regard to flown units. Execute all placement and movement of scenery, set units, drops and other related equipment in productions, change overs, load-ins, load-outs and strikes. Help maintain all theater equipment including rigging and all other back of house facilities that relate to general production. Serve as grip as required.

**Asolo Theatre Company
Job Descriptions Addendum A**

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Addendum B:
Notice to IATSE Local #412 and USA Local #829
Of Pay Scale and Procedures for Overhires
for
Asolo Theatre, Inc.

WAGES AND BENEFITS

- Effective July 1, 2017, the Theatre shall pay Overhires the rate of \$22.65 per hour and shall pay to the IA Welfare Fund an amount equal to 17% of the Overhire's gross weekly wage (12% paid to Health and Welfare Fund and 5% paid to I.A. Annuity Fund), except; Effective July 1, 2017, for all Overhires that are guaranteed a minimum forty-hour work week, the Theatre shall pay the rate of \$21.65 per hour and shall pay to the IA Welfare Fund an amount equal to 17% of the gross weekly wage (12% paid to Health and Welfare Fund and 5% paid to I.A. Annuity Fund).
- Effective July 1, 2018, the Theatre shall pay Overhires the rate of \$23.30 per hour and shall pay to the IA Welfare Fund an amount equal to 17% of the Overhire's gross weekly wage (12% paid to Health and Welfare Fund and 5% paid to I.A. Annuity Fund), except; Effective July 1, 2018, for all Overhires that are guaranteed a minimum forty-hour work week, the Theatre shall pay the rate of \$22.30 per hour and shall pay to the IA Welfare Fund an amount equal to 17% of the gross weekly wage (12% paid to Health and Welfare Fund and 5% paid to I.A. Annuity Fund).
- Effective July 1, 2019, the Theatre shall pay Overhires the rate of \$24.00 per hour and shall pay to the IA Welfare Fund an amount equal to 17% of the Overhire's gross weekly wage (12% paid to Health and Welfare Fund and 5% paid to I.A. Annuity Fund), except; Effective July 1, 2019, for all Overhires that are guaranteed a minimum forty-hour work week, the Theatre shall pay the rate of \$23.00 per hour and shall pay to the IA Welfare Fund an amount equal to 17% of the gross weekly wage (12% paid to Health and Welfare Fund and 5% paid to I.A. Annuity Fund).
- Local 412 may change the proportional division of benefits payments made to the IA Welfare Fund upon written notice to the Employer.
- It is understood that for special skills (e.g. loaders and riggers), recordings for video or audio resale or rebroadcast, and non-proscenium productions, the Theatre will pay Overhires pursuant to terms identical to Local #412's rate card.

WORK CALLS

- Load-In / Load-Out: Four-hour minimum call. If less than 24 hours cancellation notice is given and the crew cannot be reassigned, the crew as called must be paid for a four-hour call.
- Performance call is four (4) hours from the stated curtain. 'Half hour' is not charged unless a meal break is invaded.
- All fractions of hours worked will be paid in half-hour increments
- There shall be no changing of crew to avoid overtime unless requested by the Steward as a safety measure.

HOLIDAYS

Holidays billed at double time are: Christmas Eve and Day; New Year's Eve and Day; Thanksgiving; Labor Day; July Fourth; Easter Sunday; Memorial Day; Martin Luther King Day; Yom Kippur.

BILLED AT TIME AND ONE HALF ARE:

- Time after 8 hours exclusive of meal breaks in a 24-hour period;
- Any hours between midnight and 8:00 AM;
- Call backs sooner than 8 hours until the eighth hour has elapsed;
- A third rehearsal/performance in one day;
- A seventh contiguous day for the same producer.

MEAL PENALTIES

After 5 hours of work a one-hour meal break is required. The Employer has the option of either providing an ACCEPTABLE catered meal and keeping the crew on the clock, or paying a meal penalty of double time on the prevailing rate until the crew is fed or a one hour break is provided. If a catered meal is provided the crew shall have one half hour to eat and, if dinner, a hot meal must be provided.

IATSE NATIONAL PENSION, NATIONAL HEALTH & WELFARE, ANNUITY, AND VACATION FUNDS**Trust Acceptance Agreement**

The IATSE or the IATSE Local named below (the "Union") and the Employer named below agree as follows regarding benefits to the Pension, Health & Welfare, Annuity, and/or Vacation Fund, respectively and individually as specified below, for employees covered by the Collective Bargaining Agreement ("CBA") between them:

1. Trust Agreement (check off all applicable Funds per the terms of the CBA):

Employer agrees to be bound by all of the terms and provisions of:

- ☐ a. **PENSION:** The Agreement and Declaration of Trust (the "*Pension Fund Trust Agreement*") establishing the IATSE National Pension Fund (the "*Pension Fund*") as restated September 22, 2005, and as amended, and the Pension Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "*Pension Fund Collection Guidelines*")
- ☒ b. **HEALTH & WELFARE:** The Agreement and Declaration of Trust (the "*Welfare Fund Trust Agreement*") establishing the IATSE National Health and Welfare Fund (the "*Welfare Fund*") as restated September 22, 2005, and as amended, and the Welfare Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "*Welfare Fund Collection Guidelines*")
- ☒ c. **ANNUITY:** The Agreement and Declaration of Trust (the "*Annuity Fund Trust Agreement*") establishing the IATSE Annuity Fund (the "*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 (the "*Annuity Fund Collection Guidelines*")
- ☐ d. **VACATION:** The Agreement and Declaration of Trust (the "*Vacation Fund Trust Agreement*") establishing the IATSE National Vacation Fund (the "*Vacation Fund*") as restated September 22, 2005, and as amended, and the Vacation Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "*Vacation Fund Collection Guidelines*")

Employer also agrees to be represented in the administration of the Pension Fund, the Welfare Fund, the Annuity Fund, and/or the Vacation Fund, respectively as specified above, by the Employer Trustees named in the applicable Trust Agreement or by their successors.

2. Computation of Contributions

Commencing with the effective date for contributions under the CBA between the Union and Employer, and continuing through any renewals, extensions or amendments thereof, Employer agrees to contribute the sums specified in the CBA to the Pension Fund, the Welfare Fund, the Annuity Fund, and/or the Vacation Fund, as applicable, for each and every employee whose position is covered by that CBA.

3. Payment of Contributions

Payment of contributions as required above shall be made by check payable to the "IATSE National Benefit Funds," and must be received in the designated Lockbox or Funds Office not later than: **For Weekly Contributors, the end of the week following the week of employment; OR, For Monthly Contributors, the 10th day of the month following the month of employment.** Each payment of contributions must be accompanied by a Remittance Report in the manner described in the Funds' contributions guidebook.

Check One: ☒ Monthly Contributor

☐ Weekly Contributor

☐ _____ (If CBA provides a different due date than set forth above, indicate here.)*)

* Due dates MUST be based on a specific date/amount of time after the **work** dates; they cannot be based on **pay** dates.

→ **Note:** Any 401(k) salary deferral contributions, to the Annuity Fund must be received by **no later than the 15th of the month following the month in which the work was performed** and the deductions withheld.

→ **Note:** For the purposes of Pension vesting, Employers **must** report the **number of days worked** regardless of the basis of Pension contributions.

Please refer to the Contributions & Collections Handbook for more information on submission of contributions, refunds, interest, etc.

4. Records

Employer agrees to maintain and make available to the Union, the Trustees or one or more of their designees for inspection and verification all of its records covering such employment in accordance with the Trust Agreements and the Pension Fund, Welfare Fund, Annuity Fund, and/or Vacation Funds' Collection Guidelines, as applicable herein.

5. IRS Compliance

The Pension, Health & Welfare and Annuity Plans adopted by the Trustees shall comply with the requirements of the Internal Revenue Code so as to enable Employer to treat contributions to the Pension Fund, the Welfare Fund and the Annuity Fund, as a deduction for income tax purposes.

6. Terms of the CBA

If not already attached to this Trust Acceptance, a copy of the current CBA will be provided by the Employer upon request by the Funds Office. This Trust Acceptance Agreement shall continue in full force and effect until the parties sign a successor CBA that supersedes the current contribution rates, in which case the parties shall be required to sign a new Trust Acceptance Agreement and submit it to the Funds Office for all Funds affected. Should the parties (i) fail to sign an extension agreement but continue performance of the CBA after its expiration date, or (ii) sign a renewal, extension or amendment of the CBA that does not change the current contribution rates, this Trust Acceptance Agreement shall automatically be deemed extended thereby unless written notice to the contrary is received by the Pension Fund, the Welfare Fund, the Annuity Fund, and/or the Vacation Fund, as applicable herein.

7. TERM OF CONTRACT: From July 1, 2017 To June 30th 2020

8. TYPE OF CONTRACT: (e.g., Area Standards, Travelling Stage Employees Contract): CBA

9. CONTRIBUTION RATES (Please complete for all applicable Funds):**PENSION**

To Which Pension Plan Are You Contributing (Check One):

☐ Pension **Plan B** ☐ Pension **Plan C**

* The contribution rate for Pension Plan B must be **per day** and comport with the Plan's daily contribution amounts listed in the Plan's Summary Plan Description.

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *	MINIMUM	MAXIMUM
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/>		

* If percent (%), please check off whether percent of **gross** or **scale earnings**.

If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

Note: For the purposes of Pension vesting, Employers **must** report the **number of days worked** regardless of the basis of Pension contributions.

HEALTH & WELFARE

To Which Health & Welfare Plan Are You Contributing (Check One):

☐ Health & Welfare **Plan A***

☐ Health & Welfare **Plan C**

* The contribution rate for Health & Welfare Plan A must be **per day** and be equal to the daily rate or the 3 year blended rate set by the Trustees each year.

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *	MINIMUM	MAXIMUM
7/1/2017	6/30/2018	90	14.5	<input checked="" type="checkbox"/> Gross <input type="checkbox"/> Scale	<input checked="" type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/>		
7/1/2018	6/30/2019	90	15.0	<input checked="" type="checkbox"/> Gross <input type="checkbox"/> Scale	<input checked="" type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/>		
7/1/2019	6/30/2020	90	15.0	<input checked="" type="checkbox"/> Gross <input type="checkbox"/> Scale	<input checked="" type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/>		

* If percent (%), please check off whether percent of **gross** or **scale earnings**.

If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

ANNUITY

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *	MINIMUM	MAXIMUM
7/1/2017	6/30/2018	90	8	<input checked="" type="checkbox"/> Gross <input type="checkbox"/> Scale	<input checked="" type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/>		
7/1/2018	6/30/2019	90	8	<input checked="" type="checkbox"/> Gross <input type="checkbox"/> Scale	<input checked="" type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/>		
7/1/2019	6/30/2020	90	8	<input checked="" type="checkbox"/> Gross <input type="checkbox"/> Scale	<input checked="" type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/>		

* If percent (%), please check off whether percent of **gross** or **scale earnings**.

If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

9. CONTRIBUTION RATES (continued)**Salary deferrals to the Annuity Fund**

For salary deferrals (401(k) contributions) to the **Annuity Fund**, you must meet the requirements under (a) or (b):

- (a) The **Employer** contribution rate must be **3% or greater of employee's wages**, or
- (b) The employee is working under one of the following contracts (check one):
- ☐ Theatrical and Television Motion Picture Area Standards Agreement
 - ☐ AICP Multi-State Supplement to the AICP West Agreement
 - ☐ Single Signatory (i.e., one-off) theatrical motion picture and television agreement
 - ☐ Low Budget theatrical and television motion picture term agreement
 - ☐ Television term agreement
 - ☐ Music Video Production Agreement

For salary deferrals under this section (b) no Highly Compensated Employees may participate. In addition, Employer agrees to timely provide salary information for all relevant periods for all employees eligible to participate or who would be eligible if they were not Highly Compensated Employees. (Employer check here if applicable and agreed) ☐ **Agreed**

Employer agrees to withhold the respective salary deferral (401(k) contributions) per the requirement above and submit same to the Annuity Fund by no later than the 15th of the month following the month in which the work was performed and the deductions were withheld. (Employer check here if applicable and agreed) ☐ **Agreed**

VACATION

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *		MINIMUM	MAXIMUM
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		

* If percent (%), please check off whether percent of **gross** or **scale earnings**.

If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

The parties hereto agree to the above provisions numbered 1-9:

FOR IATSE or IATSE Local # 412 (Fill in applicable union Local #):

By: [Signature] Bus. Asst Roy A Sorenson II
(Signature of Authorized Officer) (Title) (Print Name)

Date: Aug 29th, 2017

FOR EMPLOYER:

Asolo Theatre Inc. 59-2717909
(Insert Name of Employer) (Employer Federal Tax ID No.)

5555 N TAMiami TRAIL SARASOTA FL 34243
(Address) (City, State, Zip)

(941) 351-9010
(Area Code/Telephone No.) (Area Code/Fax No.)

By: [Signature] Managing Director
(Signature of Authorized Officer) (Title) (Print Name)

Date: 18 Sept, 2017

PAYROLL COMPANY (If Applicable)

(Payroll Company) (Name of Contact Person)

(Address) (City, State, Zip)

(Area Code/Telephone No.) (Area Code/Fax No.)