

EXHIBIT A: DIVISION OF LABOR

- I. Work provided only by Union stage technicians.
 - A. Coordinating all details for events utilizing complex equipment (equipment not included in the house sound and lighting repertoire)
 - B. Rigging
 - C. Operating of complex sound equipment
 - D. Operating of complex lighting equipment
 - E. Connecting electrical service for complex sound, lighting and other complex production elements.

Sound and lighting systems are operated by the Union stage technicians in addition to production company qualified personnel. A qualified, member of the Union shall supervise to trouble shoot problems for all events utilizing complex equipment.

- I. The Union will always allow the use of promoter's regular employee to assist when necessary for a show. Promoters may operate any theatrical equipment attached owned rented and maintained by the City, provided that the Promoter operator is supervised by a Union stage technician operator to troubleshoot problems for all events. The Union will always allow the use of promoters regular employees to supervise and operate their own equipment

- II. Work provided by City of Santa Cruz employees:
 - A. Operation of 8 channel repertoire sound system (outlined in Exhibit B)
 - B. Operation of repertoire lighting system (outlined in Exhibit B)
 - C. Operation of clear-com and assisted listening devices

EXHIBIT B: MAINTENANCE OF EQUIPMENT

- I. After each show sound and lighting equipment will be restored by the Union stage technicians to the house sound and lighting repertoire unless otherwise directed by the Auditorium Manager and/or Union Representative, defined as:
 - A. Sound System: Eight (8) channels and functionality of monitors; with the ability to designate speaker configuration
 - B. Stage Lighting System: Use of 25-40 instruments with three (3) specials

(left/right/center) and three (3) washes (utilizing four (4) instruments each) covering the stage with varying colors, including a warm and cool wash.

- C. Truss Lights: 40 adjustable instruments from the truss.

- II. Repair of rigging, lighting, or sound equipment by Union stage technicians will be approved by the Auditorium Manager.

- III. Union Steward shall check out and in Civic equipment from Civic staff and return it in the same condition accounting for normal wear and tear.

- III. Union Steward shall notify Auditorium Manager immediately of any required repairs or unsafe conditions.

EXHIBIT C – RATES, CONDITIONS AND PAYMENT

The following shall serve as rates, conditions and payments for Union stage technicians, in connection with events at the Santa Cruz Civic Auditorium

I. RATES:

A. Entertainment Hourly Rates

These rates apply for any commercial or not-for-profit events which are open to the public.

1. General Hands: \$19.50
2. Riggers: \$21.50
3. Stewards and Department Heads for Sound, Lighting, Rigging, Electrical, or Carpentry \$23.50
4. Video Camera, Projectionist and Audio Visual Technicians \$26.25

B. Corporate Hourly Rates

These rates apply to corporate users who are conducting internal meetings not open to the general public.

1. General Hands: \$25.50
2. Riggers: \$27.50
3. Stewards and Department Heads for Sound, Lighting, Rigging, Electrical or Carpentry \$29.50
4. Video Camera, Projectionist and Audio Visual Technicians: \$32.25

II. CONDITIONS:

- A. Calls will be based on a four (4) hour minimum and the minimum call after an off the clock meal break shall be 2 hours. Time shall be computed in ½ hour increments. Steward shall have the right to charge for recorded hours worked for coordination of the call in accordance with the minimum conditions of this agreement.
- B. The Union will appoint one steward for each production, or venue as deemed necessary by the business agent.
- C. Overtime rate (time and a half) takes effect after eight (8) hours in a work day and after 40 hours worked in a week for hours actually worked. Double time shall

apply between the hours of 12 a.m. and 8 a.m., after 12 hours actually worked in one (1) day, *holidays and on the seventh (7th) consecutive day worked.

- D. Work day shall be from midnight to midnight – work that starts on one (1) day and continues into the next day remains part of the initial day until after a minimum of ten (10) hour break.
- E. Breaks shall be 15 minutes every two (2) hours.
- F. Meal Periods should not be less than ½ hour (on the clock) if food is provided nor more than one (1) hour in length (off the clock) if dismissed for a meal break.

Meal breaks shall commence no earlier than two (2) hours and no later than five (5) hours from the beginning of the work call. Succeeding meal periods shall be given five hours from the end of the preceding meal period.

If a meal break is due and workers are engaged in a live performance, a break of at least 15 minutes shall be given at the end of a performance.

The premium for missed or delayed meals shall be as follows;

1 st quarter hour	\$10.00
2 nd quarter hour	\$12.50
3 rd quarter hour	\$15.00
4 th and all quarter hours until the employee is given a meal break or dismissed for the day	\$18.75

*New Year's Day (noon on the 31st to noon on the 1st), Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

III. PAYMENT

- A. Payments for all Union stage technician services are to be provided by a designated payroll service unless provided directly through Promoter's payroll. Promoter or payroll service is required to provide administration of taxes, benefits, dues, and workers compensation insurance
- B. Union shall submit bill to the City who shall then submit to Payroll Service within seven (7) days of the event. Payments by Payroll Service to Union stage technicians will be made in a timely manner.
- C. In the event the Promoter disputes the Union bill, City shall process payment of undisputed amount and will serve to mediate dispute within five (5) working days.

D. Union stage technicians will have workers compensation coverage verified prior to each event when working at the Civic Auditorium.

E. Benefits and dues calculation shall be based on the following:

1. 8% for vacation is added onto hourly rate to create Gross Wage
2. 18% benefits are added to Gross Wage