

For Company: X



For Union:



International Alliance of Theatrical Stage Employees LOCAL 665

Covering Basic Stage Presentations

THIS IS A SIGNATORY AGREEMENT

BETWEEN

TMR EVENTS – RAY JR., LLC.

THE “COMPANY” AND/OR “EMPLOYER” IN PERFORMANCE WITHIN THE STATE OF HAWAII,

AND

LOCAL 665 I.A.T.S.E. & M.P.T.A.A.C.

OF THE UNITED STATES AND CANADA AND LOCAL 665 COVERING THE STATE OF HAWAII, THE “UNION”.

ARTICLE I - SCOPE AND JURISDICTION

1. This Agreement shall apply and cover all Professional Technicians and Stage Employees who are members of, or are represented by I.A.T.S.E. Local 665 (the “UNION”) whose classifications are set forth herein, and who are employed by “**TMR EVENTS – RAY JR., LLC.**” (the “COMPANY”) to provide services in performance related activities under the control of the Company, and under the jurisdiction of the Union, within the areas of carpentry, rigging, property, electric, sound, video, projection, pyrotechnic, wardrobe, makeup and hair for those events presented or otherwise produced by the Company within the State of Hawai‘i for the term of the agreement.
2. The terms and conditions shall be in effect from “FEBRUARY 01, 2023” through “DECEMBER 31, 2025.”
3. Work to be performed under the jurisdiction of I.A.T.S.E. Local 665 shall include that work done by Stagehands who are bargaining unit employees represented by Local 665, while they are employed by the Company to perform services such as: Take-in and take-out of theatrical scenery, props, costumes and effects; operation of lighting, video & sound equipment; the handling of properties, wardrobe & scenery or other functions as may be described herein.
4. This Agreement covers the following Classifications:
 - 4.1. Heads of Department: The Company shall have the right to selection and final approval of Heads of Department. Upon activation, each department shall have a Head of Department.
 - 4.2. Key Personnel: House and Portable Dimmer Board Operator, Flyman, Flyman-Loader, Rigger, FOH Operator, Forklift Operator, Audio-2 (A2), Second Wardrobe, Video Projectionist, Teleprompter, Video Wall Technician, Key Loader, Turntable and Winch Operator, Spot Operator and Make-up/Hair Artist.
 - 4.3. Additional Technicians: Carpenters, Electricians and other Technicians.
 - 4.4. Loaders, Pushers
 - 4.5. Specialty Crew, (including, but not limited to): Camera Operators, Camera Assist, Shaders (DIT), (A-1) FOH & Monitor Mix Engineers, (VE) Video Engineer, (TD) Technical Director, Lighting Programmer and Projectionist.

ARTICLE II - REPRESENTATION, RECOGNITION, OBLIGATIONS, REFERRALS

1. The Union represents to the Company that it is a bona fide collective representative for all employees whose classifications are covered by this Agreement during the term of this agreement for The Company.
2. The Company hereby recognizes the Union as the sole bargaining representative for all employees whose classifications are covered by this Agreement during the term of this agreement for The Company.
3. Every Employee subject to this Agreement shall be obligated to pay three percent (3%) work dues to the Union in accordance with the Union’s usual practices, which are nondiscriminatory rules and applicable to all persons working within its jurisdiction.

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All such employees must be in good standing with the Union and shall be required, as a condition of continued employment, to apply to become and remain members of the Union on and after the 30th day following the beginning of their employment.

- 3.1 If an Employee who is obligated to make periodic payments to the Union, as required above, fails to do so after receipt from the Union of written notice of such requirement, the Company shall, within a reasonable time but not to exceed three (3) business days, after written notice from the Union of its request of such effect, discharge such Employee if he has not remedied his default. Provided, however, that nothing contained herein shall require the Company to discharge or otherwise discriminate in any way against any Employee nor be interpreted as requiring either party to take any action of refrain from taking any action contrary to law. The Company shall not be in default unless it fails to act within said time after receipt of such notice.
- 4. Upon request by the Company, the Business Agent shall refer qualified employees for work in accordance with the Union's referral procedures. The Company shall maintain the right of selection and/or final approval for all Heads and Keys of Departments or their replacements, ONLY;
- 4.1 All additional hires requested by the company shall be paid at the Key Rate; provided further that such factors be applied without discrimination upon the Union or Non-Union status of the registrants and without discrimination based upon the race, color, religious, sex or national origin of the registrants.
- 5. The Company shall pay all wages for employees hired through a payroll company. If the company does not have a payroll company, the Union may recommend one.

ARTICLE III - RATE SCHEDULE/HIGHER SCALE

- 1. Nothing contained in this Agreement shall prevent the Company from agreeing to or granting any Employee higher wages or better conditions than called for by the minimum scale or conditions contained herein.

RATES	2023 RATE	2023 PERF	2024 RATES	2024 PERF	2025 RATES	2025 PERF
SPECIALTY	63.54	262.89	65.45	270.78	67.41	278.90
HEADS/HEAD RIGGER	47.36	202.55	48.78	208.63	50.24	214.89
KEYS/RIGGERS	44.11	189.50	45.43	195.19	46.79	201.05
TECHNICIANS	30.00	130.00	30.90	133.90	31.83	137.92
STAGEHANDS/LOADERS	28.00	122.00	28.84	125.66	29.70	129.43
SHOP RATE	25.00	N/A	25.75	N/A	26.52	N/A

- 2. ETCP certified Riggers and Electricians will have two dollars (\$2.00) per hour added to their base hourly straight time rate. ETCP certified employees will only receive the increase in pay on work calls when performing the job duties of the certification.
- 3. Pyrotechnic Operators producing pyrotechnic effects shall be paid at Department Head Rate, plus \$25.00 per day.
- 4. Riggers: All Riggers working off the Floor shall work with no less than one additional Rigger. The Head Rigger shall be paid Department Head Rate and all additional Riggers shall be paid Key Rate. A High Rate of \$60.00 shall be paid for all work performed on a ladder or scaffolding above 35 feet, stepping off the catwalks or "Walking the Truss."
- 5. Loaders or Unloaders: When a Company requires designated Employees to step inside of or on any Van, Air Cargo Container, Truck or Trailer, to load or unload any equipment covered under this agreement, the employee shall be paid at the applicable hourly rate, plus Loading Fees as follows: Van or Air Cargo Container - \$5.00@; Truck - \$10.00@; Trailer - \$20.00@.
- 6. An employee assigned by the Employer to work in a classification with a higher wage rate for one (1) hour or more in a single day shall get the higher rate for the entire day. No employee shall be deemed to be working at such higher classification without advance authorization and approval from the Employer.
- 7. When multiple Employers are working the same event in the same room, then the same contract provisions shall apply to all work performed regardless of Employer.

ARTICLE IV - HOURS OF WORK/MINIMUM CALLS

- 1. For the purpose of figuring time, all hourly calls commence at the beginning of the hour or ½ hour. Calls ending after the hour or ½ hour will be paid on the basis of one-half hour.
- 2. The minimum call for all Employees shall be four (4) consecutive hours, except as hereinafter provided:
- 3. A Performance Call shall be for a minimum of four (4) hours. A Performance Call shall commence one (1) hour prior to the scheduled start of the performance for Employees not already working on the event.

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4. A call may be for a minimum of two (2) hours if it immediately precedes, or follows, a performance if the Employee is working that performance. If the two (2) hours are exceeded the Employee shall receive a four-hour minimum call at the applicable hourly rate. This provision shall not apply to load-in or load-out calls.
5. Due to continuity of service, Employees who are on a Performance Call may be called (excluding Take-in/out provisions) before or after that Performance Call, for work relating to that performance (e.g. Maintenance, changeover, technical rehearsal). The Company and the Union hereby agree that in event an early or additional call is made requiring any employee to report before or after the four (4) hour guarantee Performance Call, that employee shall be paid at the basic hourly rate in one-hour increments for those hours worked. Employees shall be notified at the end of a performance if any early or additional call is to be made in conjunction with the next performance.
6. If a Take-in/out, changeover, set-up, or other call made for work to be performed on an hourly basis (excluding rehearsals) is either scheduled or anticipated to go beyond 16 consecutive hours (including meal periods), the Company may employ two consecutive crews, (i.e. first and second shifts) with mutual consent between the Union and the Employer in advance.
7. Previews, rehearsals and all presentations of a production before an attending audience shall be considered to be performance and shall be paid at the Performance rate.

ARTICLE V - OVERTIME/PREMIUM PAY

1. The Company shall authorize all overtime work. Without prior approval, in the event the Company cannot be contacted to authorize overtime, all Department Heads shall release their departments.
2. One and one-half (1.5x) times the applicable straight time hourly rate shall be paid for:
 - 2.1. All work in excess of eight (8) non-performance hours in one day.
 - 2.2. All work in excess of (40) forty straight time hours in any work week.
 - 2.3. All work on the 6th day in a workweek, or until the Employee reaches a higher overtime rate or penalty.
3. Two (2.0X) times the applicable straight time hourly rate shall be paid for:
 - 3.1. All work in excess of twelve (12) hours (excluding meal periods) until employee has a nine (9) hour rest period.
 - 3.2. All work between the hours of Midnight and 8:00 am.
 - 3.3. All work up to fourteen (14) hours on Holidays and the 7th consecutive day.
 - 3.4. All work in excess of eight (8) performances in a workweek (performance rate/4 = straight time hourly rate).
 - 3.5. All work in excess of four (4) hours on a performance (performance rate/4 = straight time hourly rate).
4. Two and one-half (2.5x) times the applicable straight time hourly rate shall be paid for:
 - 4.1. All work beyond fourteen (14) hours (excluding meal periods), between 12 Midnight and 8:00 am.
 - 4.2. All work beyond fourteen (14) hours on a 7th consecutive day.
 - 4.3. All work beyond a fourteen (14) hour period (excluding meal periods) on a Holiday or other Double time Condition.
5. An employee called to work between 12 midnight and 4:00 am. shall remain at night rate until a nine-hour rest period is given, or the Employee reaches a higher overtime rate or penalty, (e.g. beyond 14-hour turnaround penalty).
6. For an Employee called to work between 4:00 am and 8:00 am, the night rate of pay shall revert to straight time day rate at 8:00 am and shall remain at straight time until the employee has worked a total of eight hours, after which the overtime rate shall prevail.

ARTICLE VI - MEAL PERIODS

1. Time between meals shall be no less than three hours or more than five hours.
The meal penalties shall be:

0 - 30 minutes;	1st half (1/2) hour,	(\$20.00) Twenty Dollars
30 - 60 minutes;	2nd half (1/2) hour,	(\$25.00) Twenty-Five Dollars
60 - 90 minutes+;	3rd and each succeeding half (1/2) hour,	(\$30.00) Thirty Dollars
2. Such allowances shall be in addition to compensation for work time during the delay and shall continue until the violation is satisfied.
3. Whenever there are two or more performances in a day, the Employee shall be guaranteed one hour between shows for a meal period or be paid meal penalty.
4. The Company may, at their option, provide a quality meal and break for thirty (30) minutes. Under such circumstances, employees shall remain on paid time.

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5. The Company may break Employees or Department individually for the purpose of providing a meal break, but no member of any department may work unless the Head of such Department or the Job Steward is present. The Company may not temporarily upgrade any Employee to avoid this requirement.
6. After a meal, a minimum of two hours callback shall be guaranteed.
7. A 15-minute rest break shall be provided approximately in the middle of work shifts of two hours or more.

ARTICLE VII - BENEFITS

1. For each employee covered by this agreement, the Company shall distribute Fringe Benefits in the amount of (39%) Thirty-Nine Percent on gross wages earned by each employee. The rate and contributions shall be distributed for and on behalf of each employee as follows:
 - 1.1. To the IATSE Local 665 Health and Welfare Trust Fund, the benefit amount of (17%) Seventeen percent.
 - 1.2. To the IATSE Local 665 Annuity Trust Fund, the benefit amount of (12%) Twelve percent.
 - 1.3. To the IATSE Local 665 Training Trust Fund, the benefit amount of (2%) Two percent.
 - 1.4. To the IATSE National Benefit Fund, the benefit amount of (2%) Two percent.
 - 1.5. For Vacation, the benefit amount of (6%) Six percent is to be paid directly to the employee every pay period.
2. The Company further agrees to be bound by the all of the terms and conditions of The Agreement and Declaration of Trust for the IATSE National Pension Fund, as restated September 22, 2005, and as amended, and the Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contributions due as set forth hereinabove. The Company also agrees to be bound by all of the terms and conditions of the LOCAL 665 IATSE HEALTH AND WELFARE FUND DECLARATION OF TRUST AGREEMENT, as restated March 10, 1985, as amended April 19, 2018, and of the IATSE LOCAL 665 ANNUITY FUND DECLARATION OF TRUST AGREEMENT, as restated March 10, 1985, as amended April 19, 2018. The Annuity and Health & Welfare Trust Agreements, as amended, as referred to above are, by reference, incorporated herein and the Company acknowledges receipt of copies of same and agrees that it shall be bound by the terms and conditions of said documents and any future amendments thereto.
3. Contributions to the Local 665 Training Trust Fund and IATSE National Benefit Fund are due no later than (10) ten business days following the final performance, otherwise a 10% liquidated damages fee will be assessed. Contributions to the LOCAL 665 IATSE HEALTH AND WELFARE FUND and IATSE LOCAL 665 ANNUITY FUND shall be governed by the Trust Agreements for said Trust Funds, as amended, and must be delivered, paid or postmarked and mailed by the thirtieth (30th) day of the month immediately following the end of the event. The Company agrees to execute all necessary documents to make or complete required contributions to any of the plans.
4. In accordance with the Trust Agreements, interest on any Trust Fund unpaid contributions shall be subject to a rate of ten percent (10%) per annum or the rate prescribed under Section 6621 of the Internal Revenue Code of 1954, whichever is greater. Interest shall be computed from the first (1st) day following the month for which trust contributions are owed. The Company agrees to pay any audit fees, collection costs and reasonable attorney's fees and costs incurred in connection with the recovery of delinquent contributions, pursuant to the terms of the Trust Agreements.
5. All Local 665 Trust Fund Contributions and IATSE National Benefit Fund Contributions shall be delivered to: IATSE Mixed Local 665, 501 Sumner Street, Suite #605, Honolulu, HI. 96817, and contributions will be distributed to the proper funds. All payments and other information concerning the HEALTH & WELFARE and the ANNUITY TRUST FUNDS will be coordinated by GROUP PLAN ADMINISTRATORS, INC., 222 SOUTH VINEYARD STREET, PH4, HONOLULU, HI 96813. (808) 523-9411.

ARTICLE VIII - TURNAROUND

1. A nine (9) hour rest period is required to end the day, eight (8) hours if housing is provided by the employer.
2. In the event an Employee is not granted the nine-hour rest period before the next call, then such Employee shall be on "TURNAROUND" and shall be additionally compensated until the Employee has had a nine-hour rest period.
3. There shall be no TURNAROUND without authorization from the Company.
4. TURNAROUND Penalties shall be as follows:

One through fourteen hours, excluding meal periods, double the time of the basic hourly daytime rate. After the fourteenth hour, excluding meal periods, two and one-half times the basic hourly daytime rate.

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5. In the event an Employee works a Performance Call while on Turnaround, the hourly penalty shall be waived, the continuity of consecutive turnaround hours shall be interrupted, and the Employee shall be compensated at two (2) times the base performance rate. However, after the Performance Call, the Employee shall continue on turnaround at the prevailing existing conditions until the required rest period is achieved.

ARTICLE IX - HOLIDAYS

1. The following shall be considered Holidays for all employees working under this agreement.
New Years' Eve (6:00 p.m.), New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Easter Sunday, Memorial Day, Kamehameha Day, Independence Day, Admission Day, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve (6:00 p.m.), and Christmas Day.
2. Holidays shall be observed on the official day designated by the Federal or State Government.
3. All work performed on Holidays shall be paid at double time the base hourly rate. After fourteen hours worked, excluding meal periods, the employee shall be paid at two and one-half times the base hourly rate.

ARTICLE X - RECORDING BROADCASTING

In the event the Company chooses to have any of its productions recorded on film, audio or tape for archives and/or commercial purposes, or subsequently uses recordings, by any means, of a production for commercial purposes, each employee on the call during which the recording was made shall be due, in addition to all other wages earned, a payment of **\$50.00**.

ARTICLE XI - SAFETY AND HEALTH MEASURES

1. The Union has at all times the right to demand that the Company provide reasonable safety and health measures for the protection of all Employee employed under the terms of this Agreement.
2. No employee shall be disciplined in any way for carrying out his duty to comply with any occupational safety and health standard established by the law. The Employer shall provide a safe work environment free of discrimination and harassment.
3. The Management further agrees to maintain at all times proper sanitary conditions, toilets, and wash basins accessible to both areas and in stage areas.
4. The Company shall comply with Occupational Safety and Health Standards, Rules, Regulations, and Orders promulgated by the United States Labor Department, and the Department of Industrial Relations of the State of Hawaii. A first aid kit (of the industrial type) shall be available to the Steward. This kit shall be maintained at the Company's expense.

ARTICLE XII – CANCELLATION/STEWARD/MISCELLANEOUS

1. In the event of the cancellation of a performance or work call, other than by an Act of God or conditions over which the Company has no control, the Business Representative, Steward and the Heads of Department shall be notified as soon as is possible so the crew can be notified. Cancellation of a call must be made twenty-four (24) hours in advance to avoid compensation of at least a minimum call.
2. The Company will use its best efforts to assure that no Employee covered by this Agreement shall be subjected to ridicule or abuses as a part of, or in conjunction with, any show, performance, or attraction.
3. The Company shall provide an area for the crew in which to change clothing and keep their work tools, with proper washroom facilities.
4. It is mutually agreed the Business Representative or his accredited agent shall be admitted on or in the premises on Union Business, provided that such business shall not unreasonably detract from the continuity of work being done.
5. The Business Representative shall appoint the Job Steward. The Union Steward shall be an administrative Steward with (21) twenty-one or more employees, the Union shall have the right to select additional assistant stewards for every (45) employees, those stewards shall be working stewards. Union Steward shall be compensated (\$20.00) twenty dollars per day worked for 10 or less employees in any single workday and (\$40.00) forty dollars per day worked between (11) eleven to (20) twenty employees in any single worked day.
6. The Company will not discriminate against the Union Steward for the proper performance of his duties. Such as, but not limited to: reporting crew work calls, providing daily summaries and time-sheets, cost estimates, protocol of reports and grievances.
7. The Company and the Union agree that no individual or Employee will be discriminated against because of race, color, creed, religion, national origin, gender, gender preference or Union affiliation.

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- 8. The terms and conditions of this contract are joint and several, and if a clause herein shall hereafter be declared illegal by a court or body of competent jurisdiction, the rest of the contract shall not hereby fail or be rendered null and void, but shall continue in full force and effect, and only the illegal clause shall be rendered null and void and severed from this contract.
- 9. It is agreed that each technician has the right not to cross a lawful picket line. Technicians who exercise this right shall not be disciplined nor held liable for damages. However, any technician who exercises this right will not be paid for work that the technician did not perform.
- 10. The Company shall provide parking spaces and/or reimburse the cost of parking for all Employee(s) covered within this Agreement during the period of their employment.

ARTICLE XIII - EMPLOYER'S FINANCIAL RESPONSIBILITY

- 1. In order to protect Employees covered by this Agreement in their wages, hours, and conditions of employment, the Union may require of any Employer to;
 - 1.2. Utilize a payroll company. The company may use one of their own choosing or one recommended by the union.
 - 1.3. Any Company which has an inability to pay according to terms herein is required;
 - To post a bond from a financially responsible and duly licensed and recognized insurance carrier or bonding company, not to exceed \$50,000.00, to be posted prior to supplying employees to such company or post a cash bond Two (2) times the Expected Payroll. Or the company will set up a Box Office Assignment with the City and County management and the Union to cover for all costs pertaining to the Union's labor.
 - 1.4. Payment will be received no later than 7 days after the last day of the performance or as per the applicable Laws of the State of Hawaii. There will be an additional \$20.00 fee per day / per person on payments not received within 10 days of the last day worked.
 - 1.5. The Employer will pay any and all costs incurred by a member related to pay checks from the Company deemed to have insufficient funds.

ARTICLE XIV - DISPUTE RESOLUTION

Any and all claims, controversies or disputes arising out of or relating to this agreement, or the breach thereof, which remain unresolved after direct negotiations between the parties, shall first be submitted to confidential Mediation in accordance with the Rules, Procedures, and Protocols for Mediation of Disputes of Dispute Prevention & Resolution, Inc., then in effect. If any issues, claims or disputes remain unresolved after mediation concludes, the parties agree to submit any such issues to binding arbitration before one/three arbitrator(s) in accordance with the Rules, Procedures, and Protocols for Arbitration of Disputes of Dispute Prevention & Resolution, Inc., then in effect. The parties further agree that the award of the arbitrator(s) is binding upon the parties and that judgment upon the award rendered may be entered in any court of competent jurisdiction.

ARTICLE XV - LENGTH OF AGREEMENT

- 1. This Agreement is in effect and binding from "**FEBRUARY 01, 2023**" and shall continue in full force effect until "**DECEMBER 31, 2025**" and/or until All Wages and Benefits are Paid in Full for all hired events.

X

2/5/2023

Date: X _____

RAYMOND HO, JR.
TMR EVENTS - RAY JR. LLC, PO BOX 2730, EWA BEACH, HI 96706
PH: 808-954-1077; EMAIL: rayjr@tmrevents.net
EIN number: _____

Date: 02/06/23 _____

Irish Barber, Business Representative
I.A.T.S.E. Local 665, 501 Sumner St., Suite 605, Honolulu, HI 96817 O: (808) 596-0227, M: (808) 479-1770, alohairish@iatse665.org

International Alliance of Theatrical Stage Employees, Moving Picture Technicians Artists and Allied Crafts of the United States, Its Territories and Canada, Mixed Local No. 665, Honolulu, Hawaii, AFL-CIO.