

**AGREEMENT
BETWEEN
THE RUSHMORE PLAZA CIVIC CENTER BOARD
AND
LOCAL 731 INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AD ALLIED CRAFTS OF THE
UNITED STATES AND CANADA, AFL-CIO, CLC
FOR THE PERIOD
JULY 25, 2018 THROUGH DECEMBER 31, 2019**

**AGREEMENT BETWEEN THE RUSHMORE PLAZA CIVIC CENTER BOARD
AND LOCAL 731 INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES AND CANADA, AFL-CIO, CLC**

This agreement made and entered into at Rapid City, South Dakota, pursuant to the provisions of SDCL 3-18-8 by and between the Rushmore Plaza Civic Center Board, hereinafter referred to as "Board" or as "Management", and Local 731, International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO, CLC, hereinafter referred to as "Union" or "Employee."

WITNESSETH:

WHEREAS, the Rushmore Plaza Civic Center Board is the governing body for all Employees at the Rushmore Plaza Civic Center, the provisions of this Agreement shall be applicable to all Employees of the Rushmore Plaza Civic Center covered by the Agreement, whenever and wherever said Employees are working on behalf of the Board; and

WHEREAS, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the Employer-Employee relationship which exists between them and to enter into a complete Agreement covering rates of pay, hours of work, and conditions of employment; and

WHEREAS, the parties recognize that all of the provisions of this Agreement must first meet the requirements of procedures required by the laws of the State of South Dakota; and

WHEREAS, the parties do hereby acknowledge that this Agreement is the result of unlimited right and opportunity afforded each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work, and conditions of employment and incidental matters respecting thereto.

NOW, THEREFORE, in consideration of the execution of this Agreement and the

covenants mutually expressed herein and arrived at by the parties hereto, it is agreed as follows:

ARTICLE ONE DEFINITIONS

Civic Center Director: The Director of the Rushmore Plaza Civic Center or his designee.

Days: Unless specifically noted as “working days,” the term “days” shall mean calendar days.

House Staff: A permanent employee of the Board who may or may not be a member of the bargaining unit.

Job Steward: On calls of (20) twenty or more crew members, the Job Steward shall be a non-working Lead.

Layoff: An involuntary separation from employment due to lack of funding or work.

Lead: An Employee who, due to experience and maturity, is determined by the Labor Management Committee as being capable of assuming responsibility for other Employees on a specific call.

On-call Employee: A member of the bargaining unit who is not a part-time benefitted or full-time permanent employee of the Rushmore Plaza Civic Center.

Production Unit: A division of the Rushmore Plaza Civic Center responsible for overseeing the work of employees in the IATSE bargaining unit, headed by the Stage Manager.

Rigger: A specialized stagehand chiefly employed to attach or hang of equipment, signs, drapery, masking, etc. to or from the grid structures of the Board’s buildings or other structures, which requires the use of the special skills and equipment.

Stagehand: Person employed to set up or install, operate, and/or tear down theatrical equipment for events in the arenas, theater, and convention areas.

Tier 1: Professional, touring shows, such as Broadway series, major concerts and conferences. These shows generally have the largest staffing needs.

Tier 2: Smaller, local and mostly non-profit shows, including all events hosted by the area school systems, local churches, civic groups, etc., and the Rush Hockey team, the Rushmore Plaza Civic Center’s in-house tenant. These shows have lesser staffing needs and smaller budgets.

Tier 3: One-employee calls taking place in a single meeting room.

**ARTICLE TWO
RECOGNITION**

2.1 Pursuant to the provisions of SDCL Chapter 3-18 and any applicable regulations of the Department of Labor, Local 731, International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO, CLC was certified on April 11, 1978 as the official bargaining agent for stage employees, with the exception of Stage Technicians and the Scheduling Coordinator, at the Rushmore Plaza Civic Center. Employer recognizes the Union as exclusive bargaining agent for all employees employed as stagehands, riggers, and stage technician assistants, at the Rushmore Plaza Civic Center, Rapid City, South Dakota.

2.2 The Union recognizes the responsibility assumed by it as the formal representative of all Employees in the unit. As part of this responsibility, it pledges the full cooperation of its members to maintain and continue service to the public; to perform efficient work; to protect the property and interests of the Board.

**ARTICLE THREE
SCOPE OF WORK**

3.1 The bargaining unit includes among its membership persons who have learned and are experienced in all forms of stagecraft, including lighting, portable sound, audio visual work and rigging. Employees shall perform such work as management deems necessary within the members' areas of expertise in support of the production of stage shows, theatrical performances, sporting events, industrial shows, conventions, and trade shows. This work includes, but is not limited to, loading and unloading of production related equipment, and the "Load In," rehearsals, the performance, and "Load Out," the installation of risers and production related scaffolding, the operation of lighting requiring cues, the operation of audio and video equipment and any other production related tasks. The parties agree that the utilization of

staffing for productions and events at the Civic Center should be based on a balancing of the need to have people with the proper expertise perform certain tasks and the needs of the renter of the facility. The parties further acknowledge it does not benefit the bargaining unit or the facility to increase the costs to people or entities utilizing the Civic Center by requiring the staffing of events by Union members when it is not necessary for the event or desired by the customer. In keeping with this philosophy, the parties specifically agree Management may choose not to utilize on-call members of the bargaining unit for the following events and activities which may be performed by House Staff or the person or entity utilizing the facility:

1. Updating and maintaining electronic video screens and ribbon wraps;
2. Assisting DJ move in and move out;
3. Audio/Visual for meeting rooms and halls;
4. Setting up and striking of tables, chairs, and pipe and drape;
5. Smaller scale local school and club sporting events;
6. Move in, move out and setting up of floor space for trade shows.

While these events do not require utilization of on-call bargaining unit members, Management may utilize on-call members of the Union for these events if it is determined that Union expertise is needed and/or the client requests extra help or an all-day presence to support an event. The Civic Center may also utilize House Staff to fill calls for small shows or events at Management's discretion. If there are not sufficient, qualified members of the bargaining unit to fill a call, Management reserves the right to fill the call by any means necessary. While Management reserves the right to manage the facility and determine appropriate staffing at events within the facility, decisions related to calls and staffing of events are grievable by the Union.

**ARTICLE FOUR
MANAGEMENT RIGHTS**

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

**ARTICLE FIVE
CONDUCT OF UNION AFFAIRS AND UNION RIGHTS**

5.1 All rights guaranteed to the Employee and the Union by law are retained unless specifically modified by this Agreement.

5.2 The Local 731, International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO, CLC Union shall be free to visit the Rushmore Plaza Civic Center at all reasonable hours and shall be permitted to carry on their duties, provided that they shall first notify the Civic Center Director and there shall be no interference with the conduct of operations in the facility.

5.3 The Board will not interfere with the right of its Employees to become members

of the Union.

5.4 The Union, its officers, or its members shall not collect dues or conduct union business during working hours.

5.5 Each Employee is expected to work their scheduled shift.

5.6 The Board will cooperate with the Union in finding reasonable times for the Union to conduct union business in a way that does not unreasonably interfere with the Rushmore Plaza Civic Center's business operations. When it is necessary for a union officer to enter a work area other than his or her own for the purpose of conducting union business authorized by this Agreement, he shall notify the supervisor of that area of his presence and of the nature of his business.

5.7 The Union shall furnish the Board with the names of its union officers.

5.8 The Board will provide designated bulletin boards or space within the Rushmore Plaza Civic Center which may be used by the Union for the purpose of posting notices relating to the Union, and such notices shall be restricted to (1) changes in rules and regulations of the Union; (2) changes in personnel of committees and officers of the Union; and (3) notice of time and place of regular and special union meetings and its social functions and entertainments sponsored by the Union or its international. All notices to be posted on the bulletin board shall bear the signature of the designated representative of the Union, and any other notices that may be agreed upon by the Union and the Board may be posted if they are initialed by the Civic Center Director and the Union. The Union is responsible for removing all outdated materials from the bulletin boards.

5.9 The Union shall provide the City's Human Resources Department an information packet to be provided to new Employees eligible for membership in the Union.

**ARTICLE SIX
NO DISCRIMINATION**

6.1 There shall be no discrimination by the Board, the Union or any of its members against any Employee because of his race, sex, age, disability, color, national origin, religion, creed, genetic information, gender identity, gender expression, veteran status or any other protected class or on the basis of Union membership or non-membership. As used in this Agreement, masculine pronouns shall be construed to include the feminine gender.

**ARTICLE SEVEN
UNION DUES**

7.1 Upon receiving proper written authorization from the Employee on a form approved by the Board and the Union, the Board agrees to withhold from the Employee's paycheck the Union's dues and to forward the same to the Union. This payment will be remitted to the Union no later than ten (10) days following the end of the month in which it was collected. The Union shall notify the Employer in writing at the time this Agreement is entered into as to the amount of the dues and the duly designated Union official to whom the dues should be forwarded. Employer shall submit an annual report detailing the monthly amount deducted from each Employee. Employment at the Rushmore Plaza Civic Center will not be denied an Employee if he has failed to or selected not to execute the written authorization for these dues or because the Employee has revoked authorization for such dues. The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments brought or issued against the Board as a result of any action taken or not taken under the provisions of this Section or as to any Employee working at the Rushmore Plaza Civic Center.

**ARTICLE EIGHT
LABOR-MANAGEMENT COMMITTEE**

8.1 The parties recognize that during the period in which this Agreement is in effect, problems with administration of this Agreement may arise which are not currently anticipated by the parties. The parties also recognize that if both the Board and the Union strive to gain a better appreciation and understanding of each other's problems and objectives more constructive and productive relationships are likely to be created. The parties recognize that often what frequently first appears to be a problem or area of conflict is actually the result of misunderstandings, which are cleared away upon a complete and frank exchange of viewpoints and ideas. The parties believe that even though limitations are being placed upon formal collective bargaining negotiations through the extended period of this Agreement, the type of meetings described below will foster a better atmosphere in which to achieve improved day-by-day relations between the parties which they both desire.

8.2 In order to achieve the parties' desire to foster a better relationship through improved communication, the Labor-Management Committee is hereby created. The committee shall meet as needed. It is understood that such meetings will be held for the purpose of discussing staffing levels for upcoming events, appraising and discussing any problems which may arise concerning administration, interpretation, or application of the Agreement, or other matters which either party believes will contribute to improving the relationship of the parties within the framework of this Agreement. It is understood that such meetings shall not be for the purpose of handling grievances, or conducting continuous collective bargaining negotiations which in any way will modify, add to, or detract from the provisions of this Agreement. In agreeing to such meetings, the parties are providing concrete evidence of their sincere desire to encourage friendly, cooperative relationships between their respective representatives at all

levels and with and between all Employees covered by this Agreement, and to find ways to overcome difficulties, influences, or attitudes which interfere with such relationships.

8.3 The committee shall be composed of up to two (2) members designated by the Union and up to two (2) members designated by the Civic Center Management team. Employees shall be paid at their regular hourly rate for attending Labor-Management Committee meetings.

8.4 Minutes shall be kept of all meetings and shall be distributed to Management and the Union.

ARTICLE NINE CALL AND WORK ROSTER

9.1 Work will be distributed as equitably as is reasonably practical among Employees possessing appropriate skills and normally engaged in the classification involved. It is understood that this section does not assume that Employees within a particular classification will at any given time have received the same number of hours, but merely expresses the fundamental policy of the Board to keep such work as nearly in balance from time to time as is practical under the circumstances.

9.2 If a balance of the hours worked within a classification, which normally shares work, is not properly maintained because of improper allocation and a grievance is filed, and as a result the Employee is found not to have had his fair share of work, the off-balance condition shall be identified and preference given to the aggrieved Employee over other Employees involved in further work calls (which are appropriate to his skills) until a fair balance in the work distribution is established. The Scheduling Coordinator will keep records of all calls and provide a report of such calls to the Union on a monthly basis. Additionally, if a grievance under Article Twelve is filed, the records of the calls shall be made available to the Union as soon as practicable.

9.3 The Production Unit will schedule stagehands for all calls (event, maintenance and training calls).

9.4 The categorization of each Employee within the roster shall be determined by the Labor-Management Committee. In the event of a disagreement about an Employee's categorization on the roster, Management shall have the final say, and the decision shall be grievable. The roster shall consist of at least fifteen (15) persons. This group shall at all times have at least six (6) persons qualified to work as riggers and at least one (1) person qualified to operate image projection equipment. The roster shall consist of qualified hands who by virtue of their experience and expertise are best able to perform the work of the classifications listed in Section 9.5.

9.5. The roster shall consist of the following classifications of Employees:

- a. Stagehand I;
- b. Stagehand II;
- c. Stagehand III;
- d. Rigger I;
- e. Rigger II;
- f. Rigger III;
- g. Lead

9.6 Any time the Board calls Employees covered by this Agreement in the capacity of stagehands, riggers, or lead persons to work in places or under circumstances not covered by this contract, the terms of this Agreement shall apply.

9.7 Management reserves the right to remove any Employee from the roster for just cause. The Employee shall have the right to grieve the termination in accordance with

procedures in Article Twelve.

9.8 The roster shall be reviewed by Management annually, and any Employee who has not worked in 12 months or more will be removed from active employment status with the City. If such employees wish to return to work for the City, they must complete new hire paperwork with the City's Human Resources Department.

9.9 The Employer and the Union shall honor all Yellow Card attractions and fulfill staffing minimums as stipulated on the Yellow Card.

ARTICLE TEN SAFETY AND OTHER EQUIPMENT

10.1 Employees shall observe all reasonable safety rules and regulations imposed by the Board. The Board shall provide all safety equipment required by the Board with the exception of safety shoes. Safety equipment purchased by the Board shall be the property of the Board. The Board shall be responsible for providing appropriate safety equipment for the number of riggers required for each show call. Such safety equipment will be replaced as agreed upon by the Labor Management Committee.

10.2 Each Employee will provide all normal tools of his trade except safety equipment. If uniforms are required by the Board, they will be provided by the Board.

10.3 In all cases of grievances relating to safety, the alleged grievance shall be reduced to writing, signed and submitted to the Civic Center Stage Manager or designee within twenty-four (24) hours of the safety violation or discovery of the safety condition, who within twenty-four (24) hours after the matter is submitted shall submit a decision in writing concerning the resolution of the safety condition. If desired, this decision may be appealed in accordance with regular grievance procedure.

**ARTICLE ELEVEN
DISCIPLINE AND DISCHARGE**

11.1 The Board has the right to impose discipline upon Employees for violations of the Board's work rules, or for conduct that is detrimental to the Rushmore Plaza Civic Center or the City. The Board shall only impose discipline for cause. Discipline shall be in accordance with the City of Rapid City's Standard Schedule of Disciplinary Offenses/Penalties, available on the City's website.

11.2 In all cases of discharge or disciplinary suspension, the Employee and the Union shall be advised in writing of the reason for such discharge or suspension. Discharge and disciplinary suspensions are subject to the grievance procedures of this Agreement.

**ARTICLE TWELVE
GRIEVANCE AND APPEAL PROCEDURE**

12.1 Purpose. The purpose of this Article is to provide a just and equitable method for the resolution of grievances, without discrimination, coercion, restraint, or reprisal against any Employee who may submit or be involved in a grievance.

12.2 Grievance means a complaint by an Employee concerning the interpretation or application of the provisions of this Agreement, or of the rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the Employee and his immediate supervisor.

12.3 Both parties agree to encourage an Employee to discuss his complaint with his immediate supervisor. Employees may request that a Union representative be present.

12.4 Individual Employees or groups of Employees shall have the right to present their grievances, in person or through the Union representative, provided that any settlement reached is consistent with the provisions of this Agreement, that the Union representative is given an

opportunity to be present at such a settlement meeting between the Employee and Management and that the grievance has been properly filed and adjusted according to the established procedure set forth in this article.

12.5 Employees who voluntarily terminate their employment will have their grievances immediately withdrawn and will not benefit by any later settlement of an individual or group grievance, except as to pay.

12.6 Failure by the Employee to comply with any time limitation shall constitute a withdrawal of the grievance. If the Board fails to respond within the time limitation set out in the Agreement, then the Employee shall have the right to move to the next step in the grievance procedure. It is agreed that all times may be extended by agreement of the Board and the Union.

12.7 Grievance Procedure Step I. If discussion with the immediate supervisor fails to resolve the problem, the Employee and/or his representative has fourteen (14) calendar days to submit to the Civic Center Director a written notice outlining the grievance. The notice shall include the time (date) that the cause for the grievance occurred, relief sought, and the specific area of this Agreement, which has been misapplied, violated, or inequitably applied.

12.8 Within seven (7) calendar days after the date of the receipt of the written notice of the grievance, the Civic Center Director shall meet with the Employee, who may be accompanied by his representative, for discussion of the grievance. Within seven (7) calendar days of the meeting, the Civic Center Director shall submit his written decision to the Employee.

12.9 Step II. If the Employee disagrees with this decision, the Employee and/or his representative may, within fourteen (14) calendar days after the receipt of the decision, initiate the next step in the grievance procedure by written notice to the Chairman of the Board or his designee. Such written notice will outline those factors of the grievance which he feels have not been equitably resolved.

12.10 Within fourteen (14) calendar days of the receipt of the notice initiating the second step of the grievance procedure, the Chairman of the Board or his designee will meet with the Employee, who may be accompanied by his representative, to discuss the grievance. Within fourteen (14) calendar days of this meeting, a written decision shall be submitted to the Employee by the Chairman of the Board.

12.11 Step III. If the Employee disagrees with this decision, the Employee and/or his representative may initiate an appeal to the Department of Labor which order shall be binding on the Employees and the Board in accordance with the provisions of SDCL 3-18-15.2, subject to either party's right of appeal pursuant to SDCL Chapter 1-26.

12.12 Grievances of General Concern. Grievances raised by a group of Employees, by the Union representative or the Board, which are of general concern regarding application or interpretation of this Agreement, may be initiated at Step II of the grievance procedure.

ARTICLE THIRTEEN HOURS OF WORK

13.1 It is understood and agreed between the Board and the Union that employment at the Rushmore Plaza Civic Center is on an as needed basis, and no set number of hours or number of persons are guaranteed work under the terms of this Agreement.

13.2 Tier 1 – professional shows, the following guaranteed minimums shall apply: 4 hours for Preset, In, Out, and Restore; 3.5 hours for Show and Rehearsals.

13.3 Tier 2 – community shows, including local shows, community events, school events, in-house work, and The Rush: 3 hours for Preset, In, Rehearsals and Show; 2 hours for Out and Restore performed on the same day as the show. If the Out and Restore occurs the next day or later, the minimum shall be 3 hours. Employees called to work for conventions and Trade

Shows, in all areas of the building, may work in multiple locations within the area on the same minimum call provided that all work is done for the same renter. In this case, Employees shall be paid for a full hour for any part of an hour worked.

13.4 Tier 3: one-Employee calls using one meeting room: 4 hours, to include the load-in, show, and load-out.

13.5 All minimums begin at the start of the work call. If on a same day call an employee stops working for more than two hours, an additional minimum shall apply.

13.6 Except as set out in Section 13.3, any part of an hour worked shall be rounded up to the nearest quarter hour.

13.7 If a call is cancelled twenty-four (24) hours before call time by the Board, or if a show is cancelled due to circumstances beyond the control of the Board and the show, the guaranteed minimums shall not apply. If a call is cancelled with less than 24 hours' notice, the Employees shall be paid any applicable minimums. Any changes in the call time on professional and traveling shows shall also require a twenty-four (24) hour notice. Notice of cancellation or change shall be complete when given to the Business Agent. The established minimums would apply only to the first call for an Employee for a particular event, if he were scheduled for a second call for the same show within one (1) hour of the termination of his duties for the first call. Otherwise, each separate call for the same Employee shall have the established minimums of work or wages.

13.8 Meal Period, Tier 1 shows: Neither less than three (3) nor more than five (5) hours after the call begins, or after the last meal period, Employees shall either be given a one-hour meal period, or, at Management's option, be provided a meal and ½ hour in which to eat. If neither option is provided by Management, each Employee shall receive a meal penalty in the amount of one-half hour of pay at his base rate of pay for each additional hour or part of an hour

worked until such meal break is given.

13.9 Meal Period, Tiers 2 and 3: Neither less than three (3) nor more than five (5) hours after the call begins, or after the last meal period, Employees shall either be given a one-hour meal period, or, at Management's option, be provided a meal and ½ hour in which to eat, or the meal penalty described in Section 13.8 shall apply.

13.10 Changing Crews: The Board or Promoter will not be permitted to change crews to avoid paying of overtime wages or meal penalties. The section shall not be construed to require Management to call any employee(s) to work in more than one job classification on a single show call.

13.11 To the extent practical, the Stage Manager (or other supervisor) will coordinate the work to be accomplished through the Union Lead. This provision does not limit in any way the right of the Stage Manager or other supervisor to supervise all Employees, including the right to direct the work to be done or to take disciplinary action as necessary.

ARTICLE FOURTEEN TRAINING

14.1 Training shall be provided by Management on a monthly basis, or as needed. Each training shall be scheduled for a minimum of two hours for which Employees shall be paid at their regular rate of pay. If it does not take the full two hours, Employees shall still be paid for two hours. If a training session is designated by Management as "required," failure to attend may subject Employees to discipline.

ARTICLE FIFTEEN NO STRIKES OR LOCKOUTS

15.1 The Board and the Union agree that the grievance procedure provided in this

Agreement is adequate to provide fair and final determination of all grievances arising under the terms of this contract.

15.2 Pursuant to SDCL 3-18-10, there shall be no strikes, stoppages, slowdowns, unlawful picketing, or other interference with the operations of the Board, nor shall there be absences, in whole or in part, from the full, faithful, or proper performance of the duties of employment by concerted action with others (all of which are hereinafter referred to as strikes).

15.3 No officer or representative of the Union shall authorize, instigate, aid, or condone any strike, and no Employee shall participate in any strike. Union liability, however, shall exist only if the Union calls, sanctions, ignores, or disregards such strike or activity or fails to take prompt action in endeavoring to terminate such strike or activity.

15.4 There shall be no lockout during the term of this Agreement.

15.5 The Board shall be under no obligation to bargain with the Union concerning Employees who are on strike or concerning the subject of any strike, so long as the strike continues.

15.6 The Board may discipline or discharge any Employee who engages in the strike, and such action shall not be subject to grievances upon any ground other than the Employee did not take part in the strike.

ARTICLE SIXTEEN WAGES AND OVERTIME

16.1 Upon the effective date of this Agreement, the regular hourly rate of pay shall be as set forth in Appendix A.

16.2 Overtime pay shall be defined as one and one-half times an Employee's regular hourly rate of pay as defined by the Fair Labor Standards Act. Overtime shall not be paid twice for the same hours, nor shall there be duplication or pyramiding of premium pay. There shall be

no payments of overtime for hours not worked. Overtime shall be paid to Employees under the following conditions:

- a. For hours actually worked between the hours of 12:00 midnight and 6:00 a.m. for all classes of Employees.
- b. For hours actually worked in excess of eight hours in a day.
- c. For all classes of Employees, hours actually worked in excess of forty hours in a workweek.

16.3 The following holidays shall be in effect for Employees working under the terms of this Agreement: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve. Pay for holidays worked shall be defined as two times the Employee's regular hourly rate of pay as established in this Agreement.

16.4 Turnaround: An employee released from a call must have an eight-hour break before returning to work on a continuing call the next day. In the event an employee does not receive an eight-hour break, they will receive double-time pay for each hour worked until they do receive an eight-hour break.

ARTICLE SEVENTEEN DURATION OF THE CONTRACT

17.1 This Agreement shall remain in full force and effect, commencing at 12:01 a.m. on the 25th day of July, 2018, and shall terminate on December 31, 2019.

17.2 On or before July 1, 2019, either party to this Agreement may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement. Should neither party notify the other of its desire to negotiate a successor agreement, then this Agreement shall remain in full force and effect beyond December 31, 2019, unless either party

serves a sixty (60) day written notice of termination upon the other.

ARTICLE EIGHTEEN INTEGRATION; PAST PRACTICE

18.1 This document contains the entire agreement of the parties with respect to the subject matter and may be amended only by a writing signed by both parties.

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

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

ARTICLE NINETEEN SAVINGS CLAUSE

19.1 If any provision of this Agreement is in conflict with the laws or regulations of the United States or of the State of South Dakota, or the ordinances of the City of Rapid City, such provision shall be superseded by the appropriate provisions of such law or regulation, so

long as the same is in force and effect. If the parties are unable to agree as to whether or not a provision hereof is in conflict with any such law or regulation, the provisions hereof involved shall remain in effect until the dispute is settled by an authority having jurisdiction in the matter.

DATED at Rapid City, South Dakota, this 21 day of July, 2018.

RUSHMORE PLAZA CIVIC CENTER BOARD

By: Donna Winkler
Chairman

LOCAL 731, INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES, MOVING
PICTURE TECHNICIANS, ARTISTS AND ALLIED
CRAFTS OF THE UNITED STATES AND CANADA,
AFL-CIO, CLC

By: Steve Bowen
Business Agent

INTERNATIONAL ALLIANCE OF THEATRICAL
STAGE EMPLOYEES, MOVING PICTURE
TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF
THE UNITED STATES AND CANADA, AFL-CIO, CLC

By: Steve Spang
International Representative

Appendix A

The Parties have agreed to a two -year wage plan. The matrix below will be in effect upon signing of this Agreement.

Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Rigger III CMRG	ST60	40.68	41.58	42.48	43.38	44.28	
Rigger II CJRG	ST50	35.78	36.18	37.08	37.98	38.88	39.78
Rigger I CSRG	ST40	29.88	30.78	31.68	32.58	33.48	34.38
Stagehand III CMSH	ST30	18.22	18.98	19.22	19.72	20.22	21.19
Stagehand II CJSH	ST15	16.22	16.47	16.72	16.97	17.22	17.47
Stagehand I CWSH	ST10	13.82	14.94	15.22	15.47	15.72	15.97
Stage Technician Assistant CCTA		17.36	18.71	20.16	21.72	23.40	25.21

Bargaining unit employees will receive a cost-of-living (COLA) adjustment to their pay matrix July 1, 2018, or as soon thereafter as the Agreement is ratified, and again on July 1, 2019. Each COLA will be equal to 25% of the percentage increase of the City of Rapid City's sales tax revenue increase in the prior year. The COLA will be a minimum of .5% and a maximum of 2.0% regardless of the City's prior year sales tax percentage increase.