

August 2009 Newsletter

The Next General Meeting for IATSE Local 8 will be Wednesday September 2, 2009. The Meeting will be held at 2237 Hartranft Philadelphia Pa. beginning 11:00 a.m. According to the Local 8 Constitution, IATSE Local 8 meets the first Wednesday of each month at 11:00a.m.at 2237 Hartranft Street Philadelphia Pa. except during the months of June, July and August.

The Next Executive Board Meeting for IATSE Local 8 will be Thursday August 27, 2009. The Meeting will be held at 2237 Hartranft Philadelphia Pa. beginning 11:00 a.m.

Financial 2009. Third quarter stamps are now due. Stamps are \$50.00 per quarter \$200 per year for 2009. The 2008 Audit was recently completed by an outside accounting firm. Results of the audit will be reviewed by the Union Trustees and presented to the membership at an upcoming meeting.

Golf Outing. IATSE Local 8 will be hosting its second annual Golf Outing on Tuesday October 6th. Enclosed in this Newsletter is the Outing Brochure. Brochures are also available at the Office and on the Local 8 website.

Brother Al Haubert. As most of you know Brother Al Haubert was seriously injured in an accident in front of the Kimmel Center at the end of June. Al has been in Jefferson Hospital recovering and has just been released to the Angela Pavillion Health Center located in Northeast Philadelphia. A webpage "Recovery Update" has been set up on the Local 8 website to keep everyone updated on Al's progress. Al's rehab will be extensive and may take a while to complete. We are asking the membership of Local 8 to support Al through his journey back. The following fundraising activities are underway with more to follow. Please help us in our support of Al;

Team Haubert Shirts are now available at the Local 8 Union Hall: \$20 Donation (large-xl -2xl)

50 / 50 Chances are now being sold, \$5 each. The chances are available at the Local 8 Union Hall and will be distributed on jobsites.

Work Outlook As we head into the dog days of August work is dropping off. We had a great run in July with the outdoors shows and concerts throughout our jurisdiction. The economy is showing signs of recovery but is far from being out of the woods. Overall the income for 2009 should be close if not a tad higher than 2008. The major positive impact for all of our members has been the overabundance of movie work. Whether you worked on the movie or got calls because someone senior than you was on the movie we all benefitted. As we head towards the 09/10 season we are hopeful the Merriam increases bookings under the Kimmel center management arrangement. We are also increasing our role in the IT sector of the Convention Center. The new jobs being created in this sector in a building that is doubling in size will no doubt help our membership. Members interested in going to New York to work on Local 52 jobs can call Mike Barnes 215-880-3162.

Contracts

Kimmel Center. The KCI negotiations ended the morning of July 6th at 6:00 AM. The parties negotiated through the night and came to agreement for an MOA that avoided a scheduled strike against Grease scheduled to load-in at 12 noon on July 7th. As expected, the Employer negotiated up to the eleventh hour before taking back the outrageous demands that were put on the table. The Employer's attempt to take advantage of the economic environment was pushed back by the IATSE's resolve to protect our contract. The following is a summary of the agreement:

1. Article I Section 4 (c) (a) add "décor" after "common areas". This will allow caterers in the ancillary areas to use pipe and drape as décor. Prior to this, caterers could only use drapes as masking.
2. Article XXVIII (4)(d)(i)- Employees on a call originating in the Pearlman may be assigned to perform work in the ancillary spaces without charging Multi Assignment rate.

The above two changes represent the only changes to conditions in the Kimmel, Academy and Merriam contracts. Based on the information provided by the negotiating representatives, the impact of these changes are minimal.

3. Wage increases: Twenty-Seven month contract

7/1/09 to 6/30/2010

Academy of Music Heads and Assistants 1.5%

Merriam Extra Men 3%

7/1/09 to 6/30/2010

Academy of Music Heads, Assistants 3.5%

Academy Extras 2%

Merriam Heads, Assistants, Extras 2%

Kimmel Center Heads, Assistants, Extras 2%

1/1/2011 to 9/30/2011

Academy of Music Heads, Assistants 2%

Academy Extras 2%

Merriam Heads, Assistants, Extras 2%

Kimmel Center Heads, Assistants, Extras 2%

The contract is a 27 month contract. The benefits at the Merriam were lowered from 37% to 34% to establish the 3% wage increase for the Extras at the Merriam. Extras at the Academy, Kimmel and Merriam will all be paid the same going forward (\$24.29). We were successful in getting the Heads and Assistants at the Merriam and Academy closer in rate by 3%.

The economic downturn in the economy did factor into our negotiations. While we did not buy into the Employer's drastic changes, we did recognize that many of the Resident Companies were experiencing less ticket sales and diminishing contributions. The negotiating committee took the guidelines established at our June Special Meeting to address the economic issues by offering a wage freeze and back-end loaded wage proposal. We were not prepared to make sweeping

changes to our conditions or roll back any wages or benefits. The Committee successfully bargained to protect:

1. The Kimmel House Center's House Crew's 3200 hour guarantee.
2. No roll back in rates or benefits in the Pearlman or Ancillary spaces.
3. Maintained our multi venue, multi tenant rate in Verizon and jobs originating in Ancillary Spaces.
4. Maintained our departmentalization for Opera and Ballet.
5. Maintained our flat rate load out at the Merriam.
6. Maintained the jobs for the seven Merriam House-Men. The Merriam Crew will serve on a probationary period the same as when the Kimmel hired the crew at the Academy when that theater opened.

The Committee also felt it was a major win to extend the contract three months to end September 30th rather than June 30th. Having Grease as leverage allowed us to bargain our deal. Without the threat of this show we would have been forced to take a bad deal or continue a long negotiation. By having a September termination date, we feel we will have more leverage to protect the Union's contract in future negotiations.

With the negotiations finished there is a bright future. RPAC tentatively has four Yellow Card shows booked at the Merriam. This does not include the 20 shows Billy Crystal shows booked for late Summer. With the Ballet, KCI Presents and Urban shows the Merriam will once again become a top Employer of Local 8 workers.

I would like to thank the Membership, the House Crews and in particular Dan Giaquinto, Anthony Tortorice and Michael Sweeney for the countless hours and support they provided throughout this five month negotiation. The Local would also like to thank the Road Crew of Grease in particular Head Carpenter Bill Gregory for the support they were prepared to give to help our Local protect our contracts, International President Matthew D. Loeb who gave us strike authorization and advice during the negotiations, Locals 752, 799 and B-29 and the other trade unions who were prepared to support our strike if and when it came. (Michae Barnes Business Agent)

Walnut Street Theater Local 8 received a request from the Walnut to open the contract to renegotiate Section 7.1 of the agreement between the parties. The membership of Local 8 voted to accept the Walnut's proposed changes in return for a three year extension of the agreement with wage increases and no condition changes. The following reflects the settlement agreement between the parties. Given the difficult negotiation the Local experienced during the Kimmel Center negotiations, the ability to obtain wage increases with no condition changes at the Walnut without a prolonged difficult negotiation should not be taken for granted:

The following addendum will serve to modify the collective bargaining Agreement between the Walnut Street Theater and IATSE Local 8:

1. Change Section 7.1 to the following;

Delete the following language, Seasonal Employees employed as of the beginning of a season may only be terminated during the season for cause. During the season a written paper trail will be established by the Production Manager and shared with the Seasonal Employee as performance issues arise throughout the season. Within the two-week period following the close of a season, the Employer shall advise the Union and each Seasonal Employee as to whether employment will be renewed during the following season, and decisions by the Employer not to renew employment shall be supported by a paper trail outlining the areas of dissatisfaction.”

Replace the above deleted language with the following, “Seasonal Employees employed as of the beginning of a season may only be terminated during the season for cause. Within the two week period following the close of a season, the Employer shall advise the Union and each Seasonal Employee as to whether employment will be renewed during the following season, and decisions by the Employer not to renew employment shall not be arbitrary or discriminatory.”

2. Effective December 1, 2009

Increase wage rates across the board 3%.

Pension contribution for Seasonal Employees shall be 5%

3. Effective December 1, 2010

Increase wage rates across the board 3%.

Pension contributions for seasonal Employees shall be 5%

Annuity contribution for season Employees shall be 7%

4. Effective December 1, 2011

Increase wage rates across the board 3%.

Pension and annuity stays the same.

All other provisions contained in the agreement between the Walnut Street Theater and IATSE Local 8 that expires November 31, 2009 shall remain in effect until November 31, 2012.

YEAR OF SERVICE. The membership of Local 8 at the April Meeting voted to eliminate any earnings outside Local 8 towards a Year of Service. Based on the advice given to us by the Local 8 attorney, the Executive Board voted that this policy should not be implemented four months into a calendar year and will begin January 1, 2010 unless changed by the membership before that date. If you are paying percentage on earnings outside of Local 8 for 2009, you can pay up to \$10,750 dollars.

Congratulations

John Duncan Jr and Rachel on getting married

Our Office Manager Stacey McBride on her marriage to Ray Johnson

Dear Brothers and Sisters,

The Local 8 Delegates returned this month from the International's 66th Quadrennial Convention in Orlando Florida. Local 8 was represented well by our delegation and reported on the Convention Floor regarding the Kimmel Center negotiations. International Vice President / Local 8 Business Agent Michael Barnes was a featured speaker at the stagehand caucus and gave a more detailed report to the over 400 IATSE representatives in attendance at the caucus.

Throughout the week long convention, and prior week's General Executive Board, President Loeb's theme of organizing through mutual endeavor was heard from every corner of the Alliance. Given the worst economic times since the Great Depression, the leadership of the IA stressed the importance of working together within each Local and Craft regardless of national borders or personnel agendas. The convention delegates recognizing the importance of this message rallied around the International President and had one of the most successful conventions in my experience dating back to 1993.

Local 8 Delegates served on the Audit and Finance Committee, Grievance Committee and President's Report Committee. Mike Barnes Chaired the Audit and Finance Committee as well as the Stagehand Caucus. A number of Resolutions and Constitutional Changes were approved which will be sent to the Local 8 members in a later correspondence. The Loeb/Wood Team was re-elected without opposition. Michael Barnes was part of this slate and was re-elected as Second International Vice-President.

I would like to thank the Delegates for their attention and professionalism demonstrated throughout the convention. I would also like to thank President O'Shea and Executive Board members Dan Giaquinto and Mike Hennessy for handling the affairs of the Local during the convention. The work load last week was extensive but the Office, Stewards, Heads and Members worked together to make it all happen.

I would also like to thank the Membership of Local 8 for all their support in my re-election bid as International Vice President. It is an honor and a humbling experience to be elected to such a high office of such a great institution.

*It has been brought to my attention a series of unsigned slanderous letters were sent to the Local 8 Members and International Officers during the International Convention. One letter in particular represented itself as being sent from someone in the Department of Labor. **The Local 8 attorney contacted the DOL and confirmed this letter was not generated by their office.** Unfortunately, we have seen a series of these unsigned letters dating back to November of 2006. Until such time this person has the courage to sign their letters we can do little to stop them. If it were not for the confusion and concern expressed by our members over the last letter, we would not respond to these cowardly acts. I ask the membership to focus on the International' President's theme of mutual endeavor rather than waste our time giving attention to a emotionally disturbed individual.*

*Sincerely,
Michael J. Barnes
IATSE International Vice President
Local 8 Business Agent*

