

AGREEMENT
BETWEEN

THE METRAPARK ARENA
BILLINGS, MONTANA

AND

I.A.T.S.E LOCAL 240
BILLINGS, MONTANA

This is a (7) seven year agreement with an initial (3) three year term and (2) two separate, two-year renewals made, entered into and effective April 14th, 2026, through March 31st, 2033, by and between Yellowstone County and MetraPark (the County), and the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists, and Allied Crafts of the United States, Its Territories, and Canada, AFL-CIO, Local 240, P.O. Box 2337, Billings, Montana, 59103 (the Union).

Whereas, the County manages the operations of the First Interstate Arena, (the Arena) located on the Fairgrounds of Yellowstone County, for the purposes of entertainment and facilities for meetings, public attractions and conventions.

Whereas the Union has among its members individuals skilled in certain work associated with the sound and stage related aspects of the entertainment and theatrical industry, commonly known as Stagehands, Riggers, Wardrobe Attendants, and Projectionists, and from time to time the County desires to employ such employees as well as additional bargaining unit employees to perform certain work in connection with entertainment events, theatrical events, trade and industrial shows, sporting events and video, video and audio broadcast support at the Arena; and

Whereas the County and the Union desire to enter into a written Agreement setting forth the terms and conditions under which the bargaining unit employees will work at MetraPark.

Now, therefore, the County and the Union, in consideration of mutual promises herein contained and intending to be legally bound, agree as follows:

ARTICLE 1 SCOPE OF WORK AND RECOGNITION

1.1 The County recognizes the Union as the sole and exclusive collective bargaining agent for all employees skilled in certain work associated with the sound and stage-related aspects of the entertainment and theatrical industry, commonly know as stagehands (including truck and car loaders and soundmen), riggers, wardrobe attendants, and projectionists (from front to rear screen and closed circuit), and any other assignment that the County may request.

1.2 (a) Except as provided in Section 1, only employees represented by the Union shall perform work for the County at the MetraPark, in connection with concerts, stage shows, theatrical productions, sporting events, industrial shows, conventions and trade shows including but not limited to truck and car loading and unloading; the “Load-In”, the “Performance”, and the “Load-Out” of shows and attractions; staging of theatrical equipment (including but not limited to the installation and dismantling of traveling stages and stage barricades and the installation and dismantling of scaffolding used in conjunction with other event-related bargaining unit work), the

operation of all stage lighting equipment, including spotlights, wardrobe and costumes; projection (including support for filming and videotaping requirements in connection therewith); routine maintenance of house theatrical equipment; the installation, operation and dismantling of temporary sound and lighting equipment, rigging, the installation operation and dismantling of theatrical properties, scenery, drapes, and other duties incidental or directly related to the presentation or striking of events held at MetraPark.

This Agreement shall not apply to any other work performed in the MetraPark, under this Agreement, but will permit any other job assignments that the County may require.

(b) This section will not prevent an individual(s) designated and traveling with the Show, who possesses the specialized skill, ability, and knowledge of the Show from directing or coordinating Employees in the performance of their stage lighting or sound amplification duties.

(c) Notwithstanding any of the foregoing, the County may use non-bargaining unit employees to perform any of the work covered by the Agreement, where the County through the Union (with respect of extra union employees) has attempted to contact all employees not covered by this Agreement and the Union has been unable to fill the call.

1.3 Where applicable, the Union agrees to provide employees skilled and experienced in the performing the aforementioned work as and when requested by the County.

1.4 To promote an informative and useful call procedure, the County shall provide to the IATSE 240 Business Agent, when available, a copy of the County's anticipated call schedule including relevant sections of the Show's rider, with the understanding that such scheduled calls are subject to change in the County's sole discretion. In addition, the Union will provide the County with any additional information it may receive from a touring show or attraction immediately upon receipt.

(a) All Union employees covered by this Agreement shall perform non-bargaining unit work in cases of emergency.

(b) The County may perform bargaining unit work in cases of emergency.

ARTICLE 2 NO DISCRIMINATION

2. There shall be no discrimination by the County, the Union, or any of its members against any member because of race, sex, disability, color, national origin, religion, creed, or on the basis of Union membership or non-membership.

ARTICLE 3
INSURANCE, DEFENSE AND INDEMNIFICATION

3.1 The Union shall defend, indemnify and hold harmless the County from and against any and all claims, demands, obligations, causes of actions and lawsuits and all damages and liabilities, fines, judgment, costs (including settlement costs), and expenses associated therewith (including reasonable attorney fees and disbursements), arising from incidents which occur as the result of the Union's negligence during the period of this Agreement and for which the County's sole basis for liability is vicarious liability for the acts or omissions of the Union. The indemnification and defense obligations under this paragraph of the Agreement shall not be limited by any judicial determination or finding otherwise that the County is liable for any damages by reason of a non-delegable duty.

3.2 The Union represents that Rimrock Stagehands, Inc. is the party responsible for providing the insurance required under this section of the agreement. If the party responsible for providing the required insurance changes, the Union agrees to notify the County immediately with the name of the new responsible party. As such the Union agrees that the insurance provisions under the terms and conditions of this Agreement are to be in full force and effect at all times. Furthermore, as a mandatory condition of this Agreement, the commercial general liability insurance policy provided for by Rimrock Stageshands on behalf of the Union will name Yellowstone County and Metra Park additional insured for the term of this Agreement against liability for damages for bodily injury, including death and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars (\$1,500,00.00) in the aggregate arising from incidents which occur as a result of the Union's negligence during the period of this Agreement and which the County's sole basis for liability is vicarious liability for the acts or omissions of the Union.

In addition, the Union shall maintain for the term of this Agreement at its cost and expense insurance or through Rimrock Stagehands, Inc. insurance for claims for injuries to persons or damage to property including contractual liability by the Union, the Union agents, employees, representatives, sub-contractors or participants. The parties agree that Yellowstone County and MetraPark shall be listed as additional insured on that policy of insurance as well. This insurance shall not lapse during the term of this Agreement and shall be an occurrence policy with a Best Rating of A- or better. (Copies of all insurance policies shall be filed with the County).

The parties agree that a copy of the insurance policies, and Cert sheet naming the County and MetraPark as additional insured shall remain on file at MetraPark during the term of this Agreement. The parties further agree that the Union's failure to provide copy of the insurance policy and proof of additional insured status to MetraPark and the County will constitute immediate breach of this Agreement with the County and MetraPark taking any and all measures necessary to protect its interests.

ARTICLE 4 RATES AND CONDITIONS

The County and the Union agree that compensation pursuant to schedule A (rate card) attached, shall apply until June 30, 2028. Thereafter the parties agree to negotiate a new 3 year rate card when Employees perform services at the County and that all rate payments will be made as set forth in schedule A, attached and incorporated into this Agreement.

Call: The County will inform the IATSE 240 business agent, via email, of call times and expected numbers of hands needed, for an event or show that requires Union labor, upon receipt of riders.

Fourteen business days (14) days out from every show requiring a Union call, the Union will provide the County with their confirmed roster for that call. If the County determines at that time that the Union will be unable to fill the call for the show, then the Union agrees to seek supplemental, qualified remote labor to ensure that the call is filled.

The Union understands and agrees that if they are unable to fill the show call locally, the extra compensation required to obtain remote labor for the show needs to be confirmed with the promoter of the show. The Union agrees to provide this information to the promoter at least (7) seven business days prior to the show.

If the Union is short on a call at load-in or load-out on the day of a scheduled show, the County has the right to back charge the Union at the rate of the shorted positions times the minimum number of hours required for each position short.

Minimum call shall be three (3) hours, for stagehands. Riggers shall receive a four (4) hour minimum.

The County may make work cuts after consulting with the Union steward as follows:

1. On load in, after the minimum call period has elapsed, the employer may reduce the number of employees. However, in no event shall the number of employees remaining be less than that which is required for the performance.
2. On the load out, the entire crew shall ordinarily be released upon completion of the loading of all show equipment
3. Stagehands: call cancellations, cuts, or time changes prior to beginning of work must be made with forty eight (48) hours' notice. If less than 48 hours' notice is given, the call shall be paid as a three (3) hour minimum call. This includes cancellations made after the crew has arrived onsite
4. Riggers: same cut provisions shall apply except the call shall be paid as a (4) four-hour minimum call.

Yellow Card calls may not be decreased, but can be added to if additional hands are needed.

Calls which continue past the minimum call time, shall then be paid on an hourly basis, in one-half (1/2) hour increments.

Restroom facilities and telephone access will be provided at all times during a work call.

Breaks: Load-In: A fifteen (15) minute break prearranged by the Steward and Operations Manager shall be allowed between two (2) and three (3) hours after the beginning of the work call.

Breaks: Load-Out: There will be no scheduled break but the Union Steward can call one if the trucks are gone and the hour and nature of the load out is obviously too taxing to complete any restore without a break.

Meal: After each five (5) hours, a thirty (30) minute paid lunch or a one hour (60) minute unpaid lunch break, shall be given. Meal Penalty: If a meal break does not occur after (5) hours, then a penalty shall be one and one-half (1.5X) time the regular rate, in half hour (30) minute increments until a break occurs. The exception to this would be work done in conjunction with the Metra Staff and then the workers will observe a half hour non-paid lunch where they may leave the grounds to obtain food or eat a packed lunch.

There shall be no combining or overlapping of work calls.

Stewards: Local No. 240 shall provide a Steward. The Steward and the MetraPark Production Director or Event Manager will be responsible for work assignments. Calls over 20 workers require a paid Steward to be paid by the County at the agreed rate.

Holidays: Shall be paid at the rate of two (2X) times the prevailing rate for the following nationally recognized holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day

Overtime shall be paid at the rate of one and one-half (1.5X) times the prevailing rate between the hours of 12:00AM and 7:00AM, and for all hours actually worked in a week over forty (40) hours.

For payroll purposes, the work week shall commence each Sunday at 12:01AM and conclude at 12:00AM the following Saturday 2nd will not change except by mutual agreement.

The Union represents that Rimrock Stagehands, Inc., is the entity responsible for issuing and submitting invoices for Union labor to the County. The Union agrees that Rimrock Stagehands will submit invoices to the County within (14) fourteen business days from the completion of an event at which Union labor was employed.

The Union agrees to submit invoices to MetraPark upon request day-of-show for touring shows.

ARTICLE 5 LABOR DISPUTES

5. It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement, for an Employee to refuse to go through or work behind any lawful, union sanctioned primary picket line directed against the County and the Union shall not be liable because of the refusal of Employees to cross such a primary picket line.

ARTICLE 6 SAFETY

6.1 MetraPark will prohibit shows, which utilize the services of Employees, from requiring such Employees to work on unsafe equipment or in unsafe conditions.

6.2 The County agrees to provide a safe working environment, and both the Union and the County will confer on issues of safety. The IATSE Steward may stop work while a legitimate safety issue concerning a hazardous condition is addressed by the Steward, the County's Operations Manager and the BA without penalty to the crew.

6.3 In the event an unsafe situation is identified, the Union may suggest alternatives for consideration by the County, but the County is not obligated to comply with any particular method of eliminating an unsafe situation.

6.4 The County will continue to make reasonable provisions for safety and health of its Employees during the hours of their employment so as to comply with all applicable Federal, State, and Local laws and regulations pertaining to health and safety of Employees covered by this Agreement.

6.5 The County shall supply safety equipment at no cost to the Union. Riggers may choose to supply their own equipment for rigging. The Union agrees to reimburse the County for cost of safety equipment if such equipment is willfully destroyed by Union workers.

6.6 Both the County and the Union agree that the failure of Union employees to report accidents, even if minor in nature, can result in loss of life and limb to an employee and disrupt the County's efficient operation. Union employees are required to immediately

report to supervisors and to the County any accident or injury, major or minor, which may occur to them.

6.7 Only Union employees deemed qualified by Local 240, shall be permitted to operate forklifts, scissor lifts, personnel lifts or condors in the Arena when such equipment is used in conjunction with bargaining unit work. The County may wish to certify Union employees on specific equipment and should the County elect to do so, the costs associated with such training for certification will be borne by the County and require advance notice and approval from the County and the Union. Union workers operating county equipment must sign liability waivers.

ARTICLE 7 COUNTY/UNION RIGHTS

7. The management and direction of MetraPark, and its working force is vested exclusively with the County. Except where expressly abridged by a specific provision of this Agreement, the Union retains the sole right to hire, discipline or discharge for cause, lay off, promote, transfer and assign its employees; to schedule work assignments, to promulgate and modify work rules and regulations. The County is vested with all other rights, including attendance policies; to implement drug and alcohol testing where there is reasonable suspicion of use; to assign duties to County employees, to organize, discontinue, enlarge or reduce a function; to assign or transfer County employees to other positions as operations may require; and to carry out the ordinary and customary functions of the County whether or not posed or exercised by the County prior to or at the time of the execution of this Agreement.

ARTICLE 8 INTEGRATION: PAST PRACTICE

8.1 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 the party against whom the enforcement of such amendment is sought.

8.2 The parties agree that, during the 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 County 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 it might otherwise have to request or demand such bargaining. Mistakes made by the County or the Union regarding the application of the terms of this Agreement shall not constitute past practices for future application in similar circumstances.

8.3 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 County 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 by the MetraPark's General Manager and the Union's Business Agent or International Representative.

ARTICLE 9 ASSIGNMENT

9. The County shall have the right at any time to assign this Agreement to another Corporation or the Owner of the facility, provided such other Corporation accepts such assignment and has, among things, the responsibility for engaging Employees for the County.

ARTICLE 10 PRIOR OBLIGATION

10. The number of extra Employees called to work in connection with an event shall be that number which is reasonably adequate to perform the work anticipated within the time expected to be available. However, the number of employees required under the provisions of a yellow report card shall be determined by the yellow report card.

ARTICLE 11 SEVERABILITY

11. It is further agreed that the County and the Union will comply with all applicable federal, state and municipal laws. Any rules and regulations issues pursuant thereto which are conflicting with the provisions of this Agreement will be mutually reviewed by the parties. Should any part of this Agreement be declared in conflict with any law or regulation, local, state or federal, the remainder of this Agreement shall not be affected and remain in force.

ARTICLE 12 TERM

This Agreement shall remain in full force and effect from April 14th, 2026, up to and including through midnight March 31st, 2029. MetraPark and the Union must both provide written agreement at least sixty (60) days prior to the termination of the then current term, of its desire to initiate the (2) two-year extension, terminate or amend the Agreement at the termination of the then current term. If the parties are unable to agree upon the proposed amendment(s) on or before the Expiration Date or within such extended time as may be mutually agreed on, the Agreement shall expire. Either party may terminate this Agreement, or any extension thereof, for any reason or no reason upon sixty (60) days' prior written

notice to the other party. Upon termination, the parties shall fulfill all obligations accrued up to the effective date of termination, unless otherwise expressly provided herein.

COUNTY:
Yellowstone County

UNION:
International Alliance of Theatrical
Stage Employees, Local 240

Mark Morse, Chair
Board of County Commissioners

Authorized Representative

ATTEST:

Jeff Martin, Clerk and Recorder