

**"L" TOURING AGREEMENT**

**by and between**

**Big League Productions, Inc., NETworks Presentations LLC, Phoenix-Ent, LLC,  
Troika Entertainment LLC, Work Light Productions, LLC**

**and**

**I.A.T.S.E.**

**Effective July 1, 2013 – June 30, 2016**

## **PREAMBLE**

This Agreement by and between Big League, NETworks Presentations, LLC, Troika, Work Light, and Phoenix (hereinafter referred to as “Employer”) and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, CLC (hereinafter referred to as “Union” or “IATSE”) shall represent the agreement and rules governing employment for traveling stage technicians (hereinafter referred to as “Employees”), for Touring Broadway style musical theatre productions (hereinafter referred to as “Tour”) throughout the United States and Canada. All parties agree and acknowledge that where inconsistencies exist between this Agreement and the terms of the Employers’ handbooks, if any, the terms of this Agreement shall govern.

## **ARTICLE ONE—SCOPE AND RECOGNITION**

Each of the Employers recognize the Union as the sole and exclusive bargaining agent for all traveling stage technicians including head carpenters, carpenters, lighting technicians, audio technicians, property persons, wardrobe attendants, make-up artists, and hair artists, projection programmer and automated lighting system programmers, now or hereafter employed by Employers, but excluding all other personnel employed by the Employer including, but not limited to, Stage Management employees, Production Managers, front of house employees, performers, band members, all employee guards and all other supervisors as defined in the National Labor Relations Act, as amended, and any other classification of employees not expressly listed herein.

## **ARTICLE TWO—UNION SECURITY**

All Employees in the employ of the Employer as of July 1, 2009, and all such Employees thereafter hired, shall, as a condition of employment, be or become members of the Union not later than thirty (30) days following the Employees first (1st) date of service, and all such Employees, upon being or becoming members of the Union as aforesaid, shall be required, as a condition of continued employment, to maintain such membership in good standing during the life hereof.

The Union will defend, indemnify, and save harmless the Employer against and from any and all claims, demands, liabilities, and disputes, including reasonable attorney fees, arising out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with this Article.

### **ARTICLE THREE—PROJECT/PRODUCTION AGREEMENTS**

There shall be signed for each production covered hereunder a Project/Production Agreement connecting signatories to producer-employer entities.

Specimen forms of each of the Project/Production Agreements are attached as **Exhibit A**.

### **ARTICLE FOUR—QUALIFICATIONS FOR CONTRACTS**

With regard to any Tour, an Employer must be either the principal investor, meaning that, Employer's investment must equal a minimum of Fifty percent (50%) or Employer must be the managing member of the legal entity producing the Tour.

The determination of which level of Contract (i.e., Full, Modified or SET) each tour will be governed by is set forth herein.

Any tour produced under the Actors' Equity Full Production Contract will utilize the then current terms and conditions of the IATSE Full Pink Contract.

The parties agree that after the term of the initial tour itinerary and/or Booking Season (defined as the 52-week period beginning with the first paid public performance) each Tour will be reviewed and re-qualified based on the succeeding tour itinerary and/or Booking Season. In the event a Tour shall have scheduled a standard summer hiatus without posting closing the Tour may re-qualify for a different level of contract based on the succeeding Tour guarantees and other criteria outlined in Articles 15A and 16A.

The parties agree that in the event the booking and economic parameters of a specific Tour (e.g. a low guarantee for the tour—The Wedding Singer, e.g., a small number of weeks—Cry Baby, e.g., extensive travel requirements, etc.) make the tour's viability questionable under this Agreement, the Parties will meet and discuss with good faith intention to determine the terms which would govern the specific Tour.

### **ARTICLE FIVE—BONDING**

It is the essence of the Agreement and a condition precedent to the engagement of the Employees that the Employer shall have filed and maintain with IATSE satisfactory security in cash, bond, certified check or letter of credit in an amount equal to \$2,500 of each covered Employee on a Pink Contract. This deposit shall be returned to the Employer, with any interest accrued, when all wages and benefits due under this Agreement are paid and all grievances, if any, are resolved. Pending resolution of such a grievance, on the amount in controversy may be held. Current practices concerning letters of guarantee shall continue.

## **ARTICLE SIX—GRIEVANCE AND ARBITRATION**

Any difference, dispute, grievance or controversy involving the application or interpretation of any of the terms of this Agreement shall be resolved in the following manner:

The Union or Employer may file a grievance, which shall be set down in writing. Promptly thereafter, the parties shall attempt to resolve the dispute in a meeting with the IATSE International President or his designees and the Employer or its designee.

If the matter is not resolved pursuant to paragraph 1 above, either party shall have the right to refer the matter to final and binding arbitration, with each side to share equally the fees of the arbitration and otherwise to bear its own expenses.

There shall be a board of three (3) arbitrators designated to hear and determine disputes between the Employer on the one-hand and the Union of the other. The three (3) arbitrators are George Nicolau, Martin Scheinman and Alan R. Viana. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrators shall serve for the duration of the Agreement unless the Employer or the Union requests in writing to the other party, the termination of an arbitrator's duties. In such event, or in the event an arbitrator should resign or for other reason be unable to perform arbitrator's duties, one or more successors shall be chosen by mutual agreement of the parties herein or, upon failure of such agreement, an arbitrator shall be selected on a case-by-case basis pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

A single arbitrator shall serve on each case and shall be selected on a rotational basis. Both parties shall contact the arbitrator selected to determine whether he has a date available in the next sixty (60) days. If not, both parties shall contact the next arbitrator in the rotation and shall continue in order until an arbitrator can be selected. If none of the three arbitrators has a date within the sixty (60) day window, the arbitrator with the earliest available date shall be selected.

Hearings shall be held in New York City unless the parties to the dispute mutually agree that another location is appropriate due to specific circumstances. In the event it is necessary to hold the arbitration outside of New York City and to select a local arbitrator before, the parties to the dispute agree to select such arbitrator and to have such arbitration before the American Arbitration Association in accordance with its Voluntary Arbitrary Rules.

## **ARTICLE SEVEN—MINIMUM CONDITIONS**

All wages, benefits, hours and working conditions set forth in this Agreement are minimum conditions only. Employees are entitled to negotiate better conditions with an Employer on an individual basis, provided that any resulting agreement may not abrogate any of the conditions of this Agreement. Any Employee enjoying better conditions will not have his or her wages,

benefits, hours and working conditions reduced in any way as a result of this Agreement.

## **ARTICLE EIGHT—VOLUNTARY POLITICAL CONTRIBUTIONS**

This section will apply to those Employees who have authorized the Employer in writing to deduct from their paychecks the following amounts as political contributions. The Employer agrees to deduct from each Employee's paycheck on a monthly basis an amount equal to .15% = .0015 of the Employee's gross wages and remit that amount to the IATSE Political Action Committee (IATSE PAC) within ten (10) calendar days of the deduction. Along with the check, the Employer will provide the IATSE PAC with the following information: (1) the Employee's name and social security number, (2) the Employee's occupation, and (3) the amount of the Employee's deduction. The Union agrees to reimburse the Employer for the costs of the payroll deduction and will indemnify and hold Employer harmless from any and all liability arising from such deductions.

## **ARTICLE NINE – NO STRIKE**

During the term of the Agreement, neither the Union nor the Employees shall engage in or participate in any strike, sympathy strike or any other interruption or disruption of the Tour. Provided however, it shall not be in violation of this provision for the Union and/or the Employees to honor any lawful picket line of the International or any local I.A.T.S.E. union engaged in a strike authorized by the President of the I.A.T.S.E. at the venue where the Tour is performing. The Employer shall not engage in any lockout of the Employees.

## **ARTICLE TEN—TRAINING TRUST**

### *Training Trust*

- a. For Tours qualifying for the Full Pink Contract, The Employer agrees to contribute sixty five dollars (\$65.00) per performance week for all productions to the IATSE Entertainment and Exhibition Industries Training Trust Fund (the "Training Trust Fund").
- b. All contributions to the Training Trust Fund shall be made by check payable to the "IATSE Training Trust Fund", no later than the 15<sup>th</sup> day of each month in respect to all applicable performance weeks during the preceding month. Benefit contributions shall be sent to the IATSE Training Trust Fund, 10045 Riverside Drive, Toluca Lake, CA 91602.
- c. The Employer agrees to be bound by all of the terms and conditions of the IATSE Entertainment and Exhibition Industries Training Trust Fund Agreement, established June 22, 2011, ("Trust Agreement") and to abide by and be bound by

any amendments thereto, and all policies and procedures of the Fund, including Collection of Contributions Payable by Employers, as related to the contributions due as set forth in this Agreement.

- d. The Trustees of the IATSE Training Trust Fund shall have the right through the accountant of their choice to examine the Employer's payroll and employment records to verify the information contained on the reporting forms, or to determine the amount owed in the event of late payments or default.

## **ARTICLE ELEVEN—MEDIA, COMMERCIAL USE, PUBLICITY AND PROMOTIONS**

In the event a captured production is used for a purpose for which the producer could earn a profit ("commercial use"), a buy-out for all media of one-half weeks' actual salary shall be paid upon the first commercial use, with the exception of productions in New York City. With regard to productions in New York City, Employees covered by this Agreement shall be paid pursuant to the formula used to compensate the House stage crew. In the event of such a use, the Union may conduct an audit appropriate to determine whether a profit can be earned from that use. In the event the production company responsible for the capture no longer exists when payment is due, the League member who had the controlling ownership interest in that production shall be responsible for payment.

No additional compensation shall be paid for show publicity and promotions when the crew is already on call for another purpose. If a special call is needed for publicity, promotions, or show commercials, only those Employees required after consultation with the department heads shall be employed and paid the higher of 1/40<sup>th</sup> of actual weekly salary per hour or the local prevailing rate. The first two (2) picture calls will be allowed without additional compensation. The Employer agrees to contribute to the I.A.T.S.E. Annuity Fund on behalf of each Employee, an amount equal to fifteen percent (15%) of Employees additional compensation for any special call.

## **ARTICLE TWELVE—WARDROBE DEPARTMENT**

The following terms and conditions shall apply only to Wardrobe Employees (Heads, Assistants, Personal/Star Dressers). Except as amended in this section, and in Article Thirteen, Section 6(b) (Vacation Plan) all terms and conditions of this Agreement apply to Wardrobe Employees.

1. An additional one-sixth (1/6) of the actual weekly salary shall be paid under the following circumstances:
  - a. For all travel on the seventh (7<sup>th</sup>) day.

- b. For each full company rehearsal in excess of eight (8) hours of rehearsal in a week, after the official opening of any production.
  - c. For all performances scheduled after midnight.
- 2. The Employer agrees for out of town closing, salary and expense allowance to be paid from time of closing of production until return to New York City.
- 3. The Employer agrees to use best efforts to provide a suitable wardrobe room with a window or other means of proper ventilation as well as sanitary conditions and proper means of safeguarding personal clothing, and also to insure against fire and theft, at Management's expense, of sewing and other equipment furnished by the Employee.
- 4. Whenever any costume is made, produced or executed by a Wardrobe Employee, whether it is a duplicate of a costume already worn in the show or a garment requested by Management, such employee shall be paid additional compensation, in addition to the regular salary, at a sum to be agreed upon between Management and such Employee.
- 5. If Wardrobe Employees are required to finish unfinished costumes coming from Costume Houses, Department Stores, or other similar facilities, or to finish costumes on pre-production or after the show is running, additional compensation shall be negotiated between the Supervisor and the Assistant and Management.

#### **ARTICLE THIRTEEN—PROJECTION PROGRAMMER AND AUTOMATED LIGHTING SYSTEM PROGRAMMER**

Should the Employer retain a "Projection Programmer" to program projections on a console/board for a show and/or an "Automated Lighting System Programmer" on a show in which Vari\*Lites or another automated lighting system may be utilized, the Employer will retain such person under the terms of this agreement applicable to a Traveling Stage Employee.

- 1. The Employer shall not be limited in any way as to whom it may retain as a Projection Programmer and/or an "Automated Lighting System Programmer." Without limiting the foregoing, the parties recognize that the Employer shall be free to hire for the position of Projection Programmer and/or Automated Lighting System Programmer without regard to the programmer's:
  - Union affiliation;
  - Geographic location; or
  - Citizenship or domicile
- 2. In the event the person selected as the Projection Programmer and/or Automated Lighting System Programmer is not a member of any I.A.T.S.E. local, I.A.T.S.E. shall issue such

personnel a union card.

3. The Employer and the Projection Programmer and/or Automated Lighting System Programmer are free to negotiate terms and conditions of employment as they see fit, without restriction to or limitation by the terms of this Agreement, except that the Employer shall pay the Projection Programmer and/or Automated Lighting System Programmer no less than the minimum required weekly salary under this Agreement for a Traveling Stage Employee and make all required contributions to the Pension, Health, Vacation, and Annuity Funds, based on the minimum salary for Heads of Department.
4. The Employer and the Projection Programmer and/or Automated Lighting System Programmer are free to negotiate any basis or methodology for payment of compensation, including payment based on a daily rate of pay, with benefits paid on a prorated basis.
5. The Projection Programmer and/or Automated Lighting System Programmer shall not be deemed part of the permanent running crew nor shall he/she be counted as part of the yellow card production.
6. The Employer shall, upon their execution, remit copies of any pink contract and any rider(s) that it may negotiate with the Projection Programmer to I.A.T.S.E..

#### **ARTICLE FOURTEEN—FULL PINK CONTRACT TERMS FOR QUALIFYING PRODUCTIONS (WEEKLY GUARANTEE ABOVE \$345,000)**

##### ***A. Rates of Pay and Per Diem***

The minimum rates of pay and per diem under the Terms of this Agreement shall be as follows:

##### **1. Wages—**

<b>Minimum Wages, Per week</b>		<b>7/1/13 to 6/30/14</b>	<b>7/1/14 to 6/30/15</b>	<b>7/1/15 to 6/30/16</b>
<b>Heads of Department</b>		\$1080	\$1105	\$1135
<b>Assistants and Personal/Star Dresser</b>		\$977	\$999	\$1026

2. **Per Diem**—For all engagements in San Francisco and New York (as modified by Subsection 4 and Section C (30) below) and for engagements of less than four weeks in Boston, Chicago, Honolulu, Los Angeles, Philadelphia, Washington D.C. and Toronto, the High



Cities rate set forth below will apply. For all other engagements the Low Cities rate set forth below will apply.

Should an engagement in Boston, Chicago, Honolulu, Los Angeles, Philadelphia, Washington D.C. or Toronto that is scheduled for four weeks or longer run for less than four weeks, the High Cities rate above will apply retroactively to the first day in that city.

<b>Per Diem, Per Day</b>	<b>1/1/2013</b>	<b>9/30/2013</b>	<b>9/29/2014</b>	<b>9/28/2015</b>
<b>High Cities</b>	\$130	\$132	\$134	Per IA-League CBA
<b>Low Cities</b>	\$124	\$126	\$128	Per IA-League CBA

3. Per Diem is payable weekly when due in accordance with the provisions of this contract.
4. During the period of Pre-Broadway tryouts, the payment of road expenses shall cease on the day of the first performance in New York City (i.e., preview or official opening, whichever comes first.) If New York is a stop as part of a continuing tour, per diem shall be paid to those Employees whose residence is not within a reasonable commuting distance. This per diem may be suspended upon ten (10) weeks' notice.

#### ***B. Benefits***

1. **Pension**—The Employer agrees to contribute to the I.A.T.S.E. National Pension Fund, Plan B, the sum of \$80.00 per week for each week's employment on behalf of the Employee \$16.00 for each day in any week in which the crew is called to work fewer than four (4) days for coverage in accordance with the rules and regulations of such Plan B, as now in force or as hereafter amended.
2. **Proration of Pension Contributions**—The parties have agreed that the following process will apply to the proration of Pension contributions when a) there are more than three crew work days in a workweek and b) the regular Pink Contract Employee, with the knowledge and approval of the Employer, is replaced for one or more workdays in such workweek. Pension contributions may be prorated when there are fewer than four (4) crew work days in the week, in which case the contribution (to be made on behalf of the regular Employee) is \$48 for three days, \$32 for two days and \$16 for one day. In addition, when there are four (4) or more crew days in the week, and the regular Employee is replaced for one or more days in that week, the following schedule of

contributions shall apply as detailed on **Exhibit B**.

3. **Health and Welfare**—Subject to (4) and (5) below, for the period January 1, 2013 to December 31, 2013, the Employer agrees to contribute to the IATSE National Health and Welfare Fund, no more than the sum of \$308.58 for each week's employment on behalf of the Employee, or \$51.43 per day for each day in any week in which the crew is called to work fewer than four (4) days. For the period January 1, 2014 to December 31, 2014, the Employer agrees to contribute to the IATSE National Health and Welfare Fund, no more than the sum of \$312.00 for each week's employment on behalf of the Employee, or \$52.00 per day for each day in any week in which the crew is called to work fewer than four (4) days. For the period January 1, 2015 to December 31, 2015, the Employer agrees to contribute to the IATSE National Health and Welfare Fund, no more than the sum of \$363.90 for each week's employment on behalf of the Employee, or \$60.65 per day for each day in any week in which the crew is called to work fewer than four (4) days.
4. **Proration Health and Welfare Contributions**—Subject to (5) below, the parties have agreed that the following process will apply to the proration of Health benefit contributions when a) there are more than three crew work days in a workweek; and b) the regular Pink Contract Employee, with the knowledge and approval of the Employer, is replaced for one or more work days in such workweek as detailed on **Exhibit C**.

In accordance with the applicable provisions of the Pink Contracts, Health and Welfare contributions may be prorated when there are fewer than four (4) crew work days in the week, in which case the contribution (to be made on behalf of the regular Employee) shall be as follows:

*For three days-*

\$154.29 for the period January 1, 2013 to December 31, 2013,  
 \$156.00 for the period January 1, 2014 to December 31, 2014, and  
 \$181.95 for the period January 1, 2015 to December 31, 2015;

*For two days-*

\$102.86 for the period January 1, 2013 to December 31, 2013,  
 \$104.00 for the period January 1, 2014 to December 31, 2014, and  
 \$121.30 for the period January 1, 2015 to December 31, 2014;

*For one day-*

\$51.43 for the period January 1, 2013 to December 31, 2013,  
 \$52.00 for the period January 1, 2014 to December 31, 2014, and

\$60.65 for the period January 1, 2015 to December 31, 2015.

5. Notwithstanding the rates in (3) and (4) above, the daily, weekly and prorated rates therein shall be not more than the contribution rate necessary to pay the actual cost of providing benefits under Plan A (based on eligibility levels/requirements and the benefit levels in effect on May 6, 2013 as determined by the Plan's actuary and reported to the Plan's Board of Trustees, and such eligibility requirements shall not be modified and benefit levels shall not be increased for the duration of this Agreement. If the actual cost of providing said benefits is less than the limits outlined in (3) and (4) above, then the daily, weekly and prorated rates shall be reduced to the actual cost of providing said benefits accordingly.

**6. Vacation Plan—**

- a. **Stagehands, Makeup Artists and Hairstylists**—The Employer agrees to contribute to the I.A.T.S.E. National Vacation Plan five percent (5%) of the actual weekly salary, but in no event less than \$52.50 per week for Heads of Department (\$54.00 effective 5/6/13; \$55.25 effective 1/1/14; \$56.75 effective 1/1/15) and \$47.50 per week for Assistants (\$48.85 effective 5/6/13; \$49.95 effective 1/1/14; \$51.30 effective 1/1/15) (all rates prorated for less than one week) for each week's employment in accordance with the rules and regulations of such plan, as now in force or hereafter amended.
- b. **Wardrobe and Personal/Star Dressers**—The Employer agrees to contribute to the I.A.T.S.E. National Vacation Plan seven percent (7%) of the actual weekly salary, but in no event less than \$73.50 per week for Heads of Department (\$75.60 effective 5/6/13; \$77.35 effective 1/1/14; \$79.45 effective 1/1/15) and \$66.50 per week for Assistants (\$68.39 effective 5/6/13; \$69.93 effective 1/1/14; \$71.82 effective 1/1/15) (all prorated for less than one week) for each week's employment for coverage in accordance with the rules and regulations of such Vacation Plan as now in force or as hereafter amended.

**7. Annuity Fund—**

- a. Effective January 1, 2013, the Employer agrees to contribute to the I.A.T.S.E. Annuity Fund twelve and one-half percent (12.5%) of the actual salary, but in no event less than \$131.25 per week for Heads of Department (\$135.00 effective 5/6/13; \$138.13 effective 1/1/14; \$141.88 effective 1/1/15) and \$118.75 for Assistants and Personal/Star Dressers on behalf of the Employee (\$122.13

effective 5/6/13; \$124.88 effective 1/1/14; \$128.25 effective 1/1/15). Such minimums shall be prorated for less than a week. Said contributions shall be made and coverage provided in accordance with the rules and regulations of the I.A.T.S.E. Annuity Fund as now in force or as hereafter amended by the fund.

- b. The Employer will permit Employees to defer part of their salary to the I.A.T.S.E. Annuity Fund (subject to statutory limitations and the rules of the Annuity Fund) and will transmit those salary deferrals to the I.A.T.S.E. Annuity Fund.
8. The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the aforesaid Funds and to be liable for any attorney's fees and other expenses that may be incurred in collecting contributions due hereunder should there be default in payment thereof. Payments of such contributions will be made WEEKLY, by separate checks to the respective Funds, and transmitted with remittance reports on forms provided by the Funds, to their offices at 417 Fifth Avenue-3<sup>rd</sup> Floor, New York, N.Y. 10016.
  9. The Employer agrees that, if it is not required by law to cover the Employee under the Social Security Benefit Law, it will under the elective provisions of such law make contributions to Social Security for such Employee and file the necessary forms for such purpose.

### ***C. General Conditions***

1. Air travel shall be on a first class carrier, which shall include charter transportation. All air travel requires pre-assigned seats or pre-boarding. The Employees may elect to travel via a non-first class carrier by unanimous vote. In the event transportation is by any other means, sleeping accommodations shall be provided if overnight travel is required (sleeper bus or sleeping car roomette on train). The Employer will make reasonable efforts to notify Employees of travel arrangements at least 72 hours prior to departure.
2. Employer agrees to recognize the workweek as consisting of six (6) days from Monday through Sunday with one (1) day off in each week. When calculating the salary for a fraction of a week, it shall be paid at the rate of one-sixth (1/6) of the actual weekly salary for each day. Salaries shall be prorated on a daily basis only for days worked prior to the initial opening, after the official closing, or during any pre-agreed lay off periods. Benefit contributions shall be prorated in accordance with Article 7 for Full Pink Contracts, Article 14(B) Sections 9-12 and Article 7 Section 4 for Modified Pink Contracts and Article 15(B) Sections 2-5 and Article 7 Section 4 for the Short Engagement Touring Agreement.
3. An additional one-sixth (1/6) of the actual weekly salary shall be paid under the

following circumstances:

- a. Each performance in excess of eight (8) in a week.
  - b. All work on load outs that follow a performance on a one performance day that exceed (i) eight (8) hours or go beyond 5:00 a.m.; and (ii) nineteen (19) hours or go beyond 4:00 p.m.
  - c. Prior to official opening, for all work commencing at midnight or prior to 6:00 a.m. After official opening, and excluding load outs, for all work performed between midnight and 6:00 a.m.
  - d. All work hours prior to the official opening in any city that exceeds eleven (11) work hours in one (1) day.
  - e. All work hours over eleven (11) hours on load outs that are on a different day from any performance.
  - f. All authorized nonperformance calls after the official opening, after each full company rehearsal for Makeup Artists and Hairdressers, in any city that are in excess of eight (8) hours worked per week. Load outs, presets, and sound checks are excluded from this provision.
4. An additional time and one-half ( $1\frac{1}{2}$ ) of one-sixth ( $1/6$ ) of the actual weekly salary shall be paid for all work on the seventh (7th) day.
  5. For work on load outs that follow a performance on a two (or more) performance day, an additional time and one-half ( $1\frac{1}{2}$ ) of one fortieth ( $1/40$ th) of actual weekly salary shall be paid for each hour of such load out.
  6. An additional flat fee of \$100.00 shall be paid when a work call (and not a travel call) commences less than eight (8) hours from conclusion of the previous day's call, provided that no additional one-sixth ( $1/6$ ) of actual weekly salary is paid pursuant to 3(C) above.

For all Employees, an additional flat fee of \$75.00 shall be paid when a travel call commences less than eight (8) hours from the conclusion of the previous day's call (a "Travel Call Payment"). Wardrobe employees shall not receive this Travel Call Payment if they are already receiving payment for travel on the seventh day per Article 11 Section 1(a).

Makeup Artists and Hairstylists shall be eligible to receive a Travel Call Payment through December 31, 2013.

Effective 1/1/14, Makeup Artists and Hairstylists shall receive an additional one-sixth ( $1/6$ th) of the minimum weekly salary for all travel on the seventh day, as follows: for

Full Pink Contract Tours, \$184.17 for Heads of Department: (\$189.17 effective 1/1/15) and \$166.50 for Assistants (\$171.00 effective 1/1/15); for Modified Pink Contract Tours, \$159.00 for Heads of Department (\$163.50 effective 1/1/15) and \$141.33 for Assistants (\$145.33 effective 1/1/15); for SET Pink Contract Tours, \$141.33 for Heads of Department (\$145.33 effective 1/1/15) and \$123.66 for Assistants (\$127.17 effective 1/1/15).

Effective 1/1/14, Makeup Artists and Hairstylists shall not receive a Travel Call Payment if they are receiving payment for travel on the seventh day hereunder.

7. For a Pink Contract Employee who will work in the theater and be part of the running crew of the production (a "Pink Contract Running Crew Employee"), the weekly terms and conditions of this Agreement (subject to the right to prorate salary and benefits, as applicable) shall commence with the Employee's First Day of Work in the theater. The "First Day of Work" shall be defined as an Employee's first day of work in the theater for rigging, spotting, pre-hang or load-in, per the schedule established by the Employer.
  - a. An Employee other than a Pink Contract Running Crew Employee who is engaged by the Employer to perform pre-production work solely outside the theater/in the shop shall be deemed an "Extra Employee."
  - b. The period during which services are rendered by (i) a Pink Contract Running Crew Employee before the Employee's First Day of Work in the theater, or (ii) by an Extra Employee shall be deemed the Employee's Pre-Production Work Period.
  - c. Effective for shows opening on or after July 1, 2013, the following terms shall apply to each day of work performed by an Employee during the Employee's Pre-Production Work Period:
    1. No per diem shall be due during the Employee's Pre-Production Work Period unless the Employee's residence is not within a reasonable commuting distance from where the services are being rendered.
    2. The Employee shall be paid at a daily rate to be agreed upon by the Employer and Employee, which shall not be less than one sixth (1/6th) of the applicable minimum weekly salary for his/her contract Tier. Notwithstanding the foregoing, Property Department Employees may structure their own financial arrangements with the Employer for work during their Pre-Production Work Period payable on a daily, piece rate or other basis. Such Property Department Employees shall receive Benefit contributions in accordance with the applicable provisions of (c)(3) below, based on daily work records submitted to the Employer.

3. Benefits subject to the cap in (iii) below, for each day of work during an Employee's Pre-Production Work Period:

- i. For each Pink Contract Running Crew Employee, a daily Pension, Health and Annuity contribution shall be made at 1/6<sup>th</sup> of the applicable (Full, Modified or SET) Pink Contract contribution rate on behalf of such Employee.
- ii. For each Extra Employee, the Employer shall make a daily contribution on behalf of the Employee to the Annuity Fund at the applicable (Full, Modified or SET) contribution rate.

Notwithstanding the foregoing, in the event that the Employer is required to provide health care coverage to the Extra Employee pursuant to any law, regulation or other legal mandate, then no Annuity contribution shall be due and instead a contribution shall be made to the Health and Welfare Fund as set forth above in (3)(c)(i).

- iii. The number of days during an Employee's Pre-Production Work Period on which benefit contributions are to be made pursuant to (i) or (ii) above shall be capped at 24.
- iv. A full weekly benefit contribution shall not be due in any work week during an Employee's Pre-Production Work Period unless and until the Employee works six days in such work week.

4. Except as provided in (c)(3) above, no benefit contributions shall be due with respect to an Employee's Pre-Production Work Period.

5. No holiday pay shall be due if an Employee's Pre-Production Work Period schedule is established/modified to provide the holiday as a day off during the Pre-Production Work Period.

6. No meal penalties will apply during an Employee's Pre-Production Work Period.

7. Sick leave shall not accrue during an Employee's Pre-Production Work Period.

8. Employer agrees to pay for services rendered prior to date set for opening under terms provided herein.

9. Employer agrees to give in writing four (4) weeks' notice of the cancellation of this contract, or full salary in lieu thereof. The Union shall be notified prior to the exercise of this provision.

10. Drunkenness, drug abuse, dishonesty, or gross incompetence shall be sufficient reason for the immediate cancellation of this contract.
11. Employer agrees to post one (1) week's notice in writing with a copy to the I.A.T.S.E. General Office of the closing date of the attraction, or full salary in lieu thereof.
12. Employer agrees to pay transportation from the closing point to the place where the Employee was engaged, or resides, in the event of this contract being terminated by the Employer.
13. With respect to the initial travel from the Employee's place of residence to the tour, the Employee's travel returning to his place of residence upon the conclusion of the tour, or any travel associated with return to or from place of residence due to layoff, the Employer agrees to reimburse Employees for cab fare up to \$40 and one checked bag, within applicable airline weight limitations, each way.
14. Employer agrees to recognize this contract as terminated when, after the last performance, the production is loaded on vehicles for transportation for shipment, and to pay for any additional services rendered thereafter in and about property, after the loading of vehicles, under terms provided herein.
15. Employer agrees to recognize this contract as being in force as long as the attraction is offered to the public, whether on the road or during the run in any city.
  - a. For all work on New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Columbus Day, Election Day, and Veterans Day, all Employees shall be paid not less than an additional one-sixth ( $1/6$ ) of actual weekly salary. For all work on July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day, all Employees shall be paid not less than an additional one and one-half times ( $1\frac{1}{2}$ ) of one-sixth ( $1/6$ ) of actual weekly salary.
  - b. Should July 4<sup>th</sup>, Labor Day, Thanksgiving Day or Christmas Day fall on a day that is not the company's regular day off in the week and, as a result, the Employee not work such day, the Employee shall receive the greater of one-sixth ( $1/6$ ) of actual weekly salary or one and one-half times ( $1\frac{1}{2}$ ) of one-sixth ( $1/6$ ) of minimum weekly scale. Should any such holiday fall on a day that is the company's regular day off in the week and, as a result, the Employee not work such day, the Employee shall not receive any holiday pay. It is understood that no holiday pay is due should the Employee elect to absent him/herself for any reason from a work call or performance on such holiday.
16. Employer agrees to fill any vacancy that may occur under this contract at once.
17. Local Replacements for Employees shall be paid no less than one-eighth ( $1/8$ ) of the



actual weekly salary per performance of the Employee being replaced, exclusive of per diem.

18. On all Full Pink Contracts and Modified Pink Contracts, layoffs may be up to four (4) consecutive weeks and up to a total of 10 layoff weeks per year. Health Contributions will be made during all layoff weeks. The first 6 weeks require no payment except for Health contributions and the remaining 4 weeks require no payment except for Per Diem and Health contributions. Employees will be provided transportation home and back for all layoff weeks.
19. Employer agrees to pay a penalty of \$35.00 for each hour worked without a meal break if a break is not given after five (5) hours from the beginning of the call or the previous meal break. A meal break is defined as one (1) hour without a meal provided or one-half (½) hour with a meal provided.
20. Employer agrees to provide three (3) days paid bereavement leave in the event of the death of an immediate family member (spouse, domestic partner, children, parents, siblings, parental in-laws, grandparents and grandchildren).
21. During each contract year, Employees shall earn one (1) sick day for every sixty (60) days worked up to a maximum of five (5) days earned per year. Employees may bank up to five (5) sick days per year for use in the following year but can use no more than five (5) sick days per year. At the end of each contract year, up to five (5) days of unused sick leave may be paid out at the rate of fifty percent (50%) of 1/8 of actual weekly salary per unused day, at the Employee's option. The Employer may require proof of illness.
22. Prior to the official opening for shows opening cold in New York City, an Employee who works more than fourteen (14) hours in any day, who lives beyond reasonable commuting distance from the theater and whose next call commences eight (8) hours or less thereafter, shall have hotel accommodations paid for.
23. For all shows opening after January 5, 2004, all Employees required to wear costumes shall receive an additional \$12.50 per performance. This shall not apply to any Employee asked to wear "blacks". The current practice shall prevail on all currently running shows.
24. Upon notice to and agreement by the IATSE, which shall not be unreasonably withheld, when a production changes its performance schedule to nine (9) performances in one week and seven (7) performances in a contiguous week, no additional compensation will be required for the ninth (9<sup>th</sup>) performance so long as the Employee receives one (1) day off (no services or travel) between the two (2) weeks. Failure on the part of the Union to respond within seven (7) days of the date an email notice is sent shall be deemed approval by the Union. Notice shall be sent to both of the IATSE's Director(s) of the Stagecraft Division.

25. To the extent there is a weather or other state of emergency declared by the civil authorities, a production may revise its performance schedule to reschedule a missed performance on any day in the same week or in the subsequent week without incurring any penalty or premium, so long as no more than 16 performances are given in any two week period.
26. The Employee Agrees to accept engagement under terms provided herein and give exclusive service in the capacity stipulated in this contract at such theaters and places of amusement and at such times as may be required by the Employer: subject, however, to the provisions of this contract and the rules of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, but may serve elsewhere if expressly permitted in writing.
27. The Employee Agrees to give four (4) weeks' notice in writing of resignation.
28. The Employee Agrees to pay the cost of transportation of a successor to replace the Employee in the event of resignation within six (6) months of the Employee's first day of work.
29. The Employee Agrees to abide by the rules and regulations covering rehearsals and performances as made by the Employer, insofar as they do not conflict with this Agreement.
30. Touring productions on all contracts shall be entitled to tour through New York City, either for an open-ended run or as part of a continuing tour. While in New York City, the Full Pink Contract rules shall apply for all such engagements (with per diem paid as set forth below). For Modified or SET Pink Tours, the remainder of the tour, other than the New York City engagement, shall be governed by the applicable Modified or SET Pink Contract terms. With respect to per diem, per diem shall be paid at the applicable rates set forth in this Agreement for a Full, Modified or SET tour with it understood that:
  - a. For open-ended engagements in New York City, per diem shall be payable pursuant to the terms of the last paragraph of Article Six of this Agreement as if the engagement was a pre-Broadway try-out (i.e., per diem shall cease on the day of first performance in NYC).
  - b. If the engagement in New York City is a stop as part of a continuing tour, per diem shall be paid pursuant to the last sentence of the last paragraph of Article Six of this Agreement (i.e., per diem shall be payable to those Employees whose residence is not within a reasonable commuting distance and may be suspended upon ten (10) weeks' notice).

**ARTICLE FIFTEEN—MODIFIED PINK CONTRACT TERMS FOR QUALIFYING PRODUCTIONS (WEEKLY GUARANTEE BELOW \$345,000)**

***A. Qualifications***

The production's initial itinerary for each Booking Season (defined as the 52-week period beginning with the first paid public performance) must meet the criteria outlined in this Section A, paragraphs 1 through 6 below, and, if so, the terms and conditions outlined in Section B below shall apply:

1. The production's Average Weekly Guarantee as calculated pursuant to the Equity Tiered Touring Agreement shall be no more than:

1/1/2013 to 9/29/2014	Effective 9/30/2014	Effective 9/28/2015
\$345,000	\$350,000	2013-15 IA-League CBA

2. Touring Productions must have an average weekly guarantee of no more than the amounts delineated above (the "Base Figure") plus no more than ten percent (10%) of the net adjusted gross weekly box office receipts. The Base Figure shall be increased by \$2000 for each member of the touring company in excess of sixty (60) including Pink Contract Employees (stagehands, wardrobe, etc.), managers, musicians, actors, stage managers, tutors, wranglers, etc.

3. The production's initial itinerary must provide that a majority of its engagements are one week or less.

4. No engagement may be longer than four (4) weeks, except:

- a. Engagement(s) in New York City;
- b. Engagements in Los Angeles and Toronto where length of subscription shall determine length of engagement, and where the length of subscription is determined by dates initially announced to subscribers;
- c. The production may play a longer engagement in any city outside the United States or Canada;
- d. For engagements other than those covered above, a production may play the following cities for more than four weeks, but no more than eight weeks, and no

more than a total of two (2) engagements per booking season - Boston, Chicago, Las Vegas, Los Angeles, San Francisco, Toronto or Washington, D.C.

5. The total touring company must be comprised of a total of 40 or more people, including Pink Contract Employees (stagehands, wardrobe, etc.), managers, musicians, actors, stage managers, tutors, wranglers, etc.
6. Trucking credit: The Employers average weekly guarantee is credited/adjusted by an amount equal to fifty percent (50%) of the average weekly cost of trucking for the tour, up to a cap of six (6) trucks plus an advance (if any).
7. The I.A.T.S.E. shall enjoy the same expedited arbitration and audit rights contained in the 2013-2015 Broadway League—IATSE Contract.
8. Notwithstanding other provisions of this Agreement, if a production is touring under the full Actors' Equity Production Contract (not on either AEA Tiered touring terms or the League/AEA SET Agreement), the Full Pink Contract terms shall apply.

***B. Terms and Conditions***

1. Except as provided in this section, all terms and conditions of the Full Pink Contract shall apply to employers and productions working on Modified Pink Tours.
2. **Minimum Rates of Pay for Modified Pink Contract:**

<b>Minimum Wages Per Week</b>		<b>7/1/13 to 6/30/14</b>	<b>7/1/14 to 6/30/15</b>	<b>7/1/15 to 6/30/16</b>
<b>Heads of Department</b>		\$932	\$954	\$981
<b>Assistants and Personal/Star Dressers</b>		\$829	\$848	\$872

3. An additional one-sixth (1/6) of the actual weekly salary shall be paid for all work on the seventh (7<sup>th</sup>) day.
4. For all work on New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day all Employees shall be paid not less than an additional one-sixth (1/6) of the actual weekly salary.
5. An additional one and one-half (1½) of one fortieth (1/40th) of actual weekly salary shall

be paid:

- a) Prior to the official opening in any city, for each hour which exceeds eleven (11) hours in one day;
  - b) For each hour which exceeds eleven (11) on loadouts which are on a different day from any performance.
6. For all employees, an additional flat fee of \$50.00 shall be paid when a travel call commences less than eight (8) hours from the conclusion of the previous day's call. Wardrobe employees shall not receive this payment if they are already receiving payment for travel on the seventh day per Article 11 Section 1(a). Makeup Artists and Hairstylists shall be eligible for this \$50.00 payment through December 31, 2013. Effective 1/1/14, Makeup Artists and Hairstylists shall receive an additional one-sixth (1/6<sup>th</sup>) of the minimum weekly salary for all travel on the seventh day as set forth in Article 8 Section 6.

7. **Per Diem for Modified Pink Contract:**

Effective 1/1/2013	Effective 9/30/2013	Effective 9/29/2014	Effective 9/28/2015
\$121	\$123	\$124	Per Broadway League IA CBA

8. **Hotels**—Hotel selection rules revert to the Broadway League—AEA Production Contract rule of two hotel choices. There shall be a cap on the lower of the two hotel choices in each city. The cap will be as follows:

Effective 1/1/2013	Effective 9/30/2013	Effective 9/29/2014	Effective 9/28/2015
\$71	\$72	\$73	Per 2013-15 Broadway League IA CBA

The cost of the lower hotel choice is now to be averaged over 26 weeks. However, a calculation should be done after the first 13 weeks of each 26 week cycle to then determine whether the average daily hotel cost of the lower hotel choice offered to/to be offered by the company is above the cap (i.e., at the midpoint both the 13 weeks actual prior and the 13 weeks scheduled ahead). If the cost over the entire 26 weeks is above the cap, any daily overage should be paid to each employee who stayed in the lower company hotel offering, for each night they actually stayed in it, for the preceding 13 weeks. The same payment should then be made for the second 13 weeks of the 26-week cycle at the end of the 26-week cycle.

9. **Pension**—The Employer agrees to contribute to the I.A.T.S.E. National Pension Fund,

Plan B, the sum of \$40.00 per week for each week's employment on behalf of the Employee (or \$8.00 for each day in any week in which the crew is called to work fewer than four (4) days) for coverage in accordance with the rules and regulations of such Plan B, as now in force or as hereafter amended. Effective January 1, 2014 the pension contribution shall increase to \$50.00 per week (or \$10.00 for each day in any week in which the crew is called to work fewer than four (4) days). Effective January 1, 2015 the pension contribution shall increase to \$60.00 per week (or \$12.00 for each day in any week in which the crew is called to work fewer than four (4) days) as detailed on **Exhibit D**.

10. **Health and Welfare**— Contributions shall be made in accordance with the Full Pink.
11. **Vacation Plan**—The Employer agrees to contribute to the I.A.T.S.E. National Vacation Plan five percent (5%) of the actual weekly salary, but in no event less than \$45.25 per week for Heads of Department (\$46.60 effective 5/6/13, \$47.70 effective 1/1/14, \$49.05 effective 1/1/15) and \$40.25 per week for Assistants (\$41.45 effective 5/6/13, \$42.40 effective 1/1/14, \$43.60 effective 1/1/15) (all prorated for less than one week).
12. **Annuity Fund**—The Employer agrees to contribute to the I.A.T.S.E. Annuity Fund nine and one half percent (9.5%) of the actual salary for heads and assistants, but in no event less than \$85.98 for Heads (\$88.54 effective 5/6/13, \$90.63 effective 1/1/14, \$93.20 effective 1/1/15) and \$76.48 for Assistants (\$78.76 effective 5/6/13, \$80.56 effective 1/1/14, \$82.84 effective 1/1/15). Such minimums shall be prorated for less than a week. Said contributions shall be made and coverage provided in accordance with the rules and regulations of the I.A.T.S.E. Annuity Fund as now in force or as hereafter amended by the Fund. Employers will permit Employees to defer part of their salary to the I.A.T.S.E. Annuity Fund (subject to statutory limitations and the rules of the Annuity Fund) and will transmit those salary deferrals to the I.A.T.S.E. Annuity Fund.
13. **Overage Participation**—Effective, July 1, 2014, Employees will be entitled to participate in the Employer's share of Overage, defined and calculated as set forth below, with it understood that each Employee hereunder shall individually, receive the same amount of Overage money received by actors individually pursuant to the AEA Tiered Touring terms. Overage participation begins with the first paid public performance.
  - a) "Overage" shall be defined as weekly NAGBOR less the Employer's weekly guarantee (plus up to 10% of NAGBOR) and the local presenter's ("Presenter") expenses for that week;
  - b) In weeks in which there is Middle Money to the Employer, Overage shall be calculated as if the engagement had been presented at the show's average weekly guarantee as established in determining its qualification hereunder. Middle Money shall be defined as a negotiated sum of money paid to the specific party, e.g.

Employer, the Presenter, or some other individual, after the Guarantee, percentage of NAGBOR, and Presenter's Expenses are paid, but before Overage split. This can also be called "next money" or "third positions".

- c) When the production has a four-wall booking, Overage shall be calculated as if the engagement had been presented at the show's average weekly guarantee as established in determining its qualification after actual deductions for the Presenter's expenses.
- d) **Pre-recoupment**—Each eligible Employee shall receive 0.25% of the Employer's share of Overage, in addition to their contractual salary;
- e) **Recoupment**—Effective the week following recoupment, each eligible Employee shall receive 0.325% of the Employer's share of Overage, in addition to their contractual salary;
- f) Employees shall receive Overage, if any, no later than the regular payday in the fourth week following the week for which overage is due;
- g) Employees on vacation shall receive Overage. Vacation replacement Employees shall not receive Overage;
- h) **Terms Deals**—
  - 1. Overage participation to Employees in weeks that are subject to Terms Deals, defined as engagements where the Employer and Presenter agree to split the net box office receipts rather than being paid on a guarantee sometimes with certain terms (e.g., advertising and labor costs) taken off the top. Overage participation to the Employees shall be calculated as follows, provided that such tours involve 25% or fewer performance weeks on such Terms Deals:
    - i. NAGBOR, less the agreed upon expenses between the Presenter and Employer in the Settlement (e.g., advertising and labor costs); other actual documented expenses, if any; and the average guarantee for the Tour, plus the average NAGBOR percentage established in the average weekly guarantee (up to 10%). Where a simple percentage of the Employer's Documented Share of Overage is set forth in the Terms Deal, it shall be used in that market as the basis for calculating Overage Participation on such dates to the individual Employees (at 0.25% pre-recoupment and 0.325% post-recoupment), as outlined above. Where the Employer's Documented Share of the remainder of Overage for that market is not a straight percentage, the figure used for the purpose of calculating Overage Participation to the individual Actor shall be the average Employer share

percentage as is used for Overage on the guaranteed dates.

- ii. For purposes of the overage calculation of Terms Deals weeks only, the average weekly guarantee for such weeks may not include weeks with less than 8 performances, though the overall average guarantee for the Tour shall include guarantees for weeks with less than 8 performances.
- iii. When the show plays a city on the Terms Deal, in addition to the settlement signed by the Employer and Presenter, the Union shall receive a statement outlining the following:
  - 1. NAGBOR
  - 2. The average weekly guarantee for the Tour
  - 3. Actual Expenses
- iv. Where a Modified Pink Tour includes Terms Deals in more than 25% of the weeks in a booking season, it shall not qualify for as a Modified Pink Tour without the consent of the Union, which consent shall not be unreasonably withheld.

2. All Modified Tours shall provide the following information to the I.A.T.S.E.:

- i. Weekly box office statements/settlements signed by the Producer (or representative) and the Presenter (or representative) to the extent available;
- ii. Unaudited profit and loss statements;
- iii. Audited profit and loss statements, if produced;
- iv. Status reports of progress towards recoupment, submitted quarterly or whenever delivered to others;

Weekly Box Office statements/settlements will be due no later than seven calendar days after the end of each fourth week of performance. Unaudited profit and loss statements will be provided to the I.A.T.S.E. at the same time as when provided to the investors, but in no case later than 45 calendar days after the end of each eighth week of performances. Audited profit and loss statements, if any, will be provided to the I.A.T.S.E. at the same time as when provided to investors.

- 3. The I.A.T.S.E. has the right to audit, at its expense, any Modified Pink Contract production in accordance with standard business practices.



**ARTICLE SIXTEEN—SHORT ENGAGEMENT TOURING AGREEMENT (WEEKLY GUARANTEE BELOW \$287,000.)**

***A. Qualifications***

The production's initial itinerary for each Booking Season (defined as the 52-week period beginning with the first paid public performance) must meet the criteria outlined in this Section A, paragraphs 1 through 4 and 6 through 8 below, and if so, the terms and conditions outlined in Section B below shall apply:

1. The production's initial itinerary must provide that a majority of its engagements are one week or less.
2. No engagement may be longer than four (4) weeks, except:
  - a. Engagement(s) in New York City;
  - c. Engagements in Los Angeles and Toronto where length of subscription shall determine length of engagement, and where the length of subscription is determined by dates initially announced to subscribers;
3. The production's Average Weekly Guarantee is no more than:

1/1/2013 to 9/29/2014	Effective 9/30/2014	Effective 9/28/2015
\$287,000	\$292,000	As per 2013-15 Broadway League-IA CBA

4. The I.A.T.S.E. shall enjoy the same expedited arbitration and audit rights contained in the 2011-2015 Broadway League—IATSE Contract.
5. The Production must have an average weekly guarantee of no more than the amounts delineated above (the "Base Figure") plus no more than ten percent (10%) of the net adjusted gross weekly box office receipts. The Base Figure shall be increased by \$2000 for each member of the touring company in excess of forty-two (42) including Pink Contract Employees (stagehands, wardrobe, etc.), managers, musicians, actors, stage managers, tutors, wranglers, etc.

6. The total touring company must be comprised of a total of 28 or more people, including Pink Contract Employees (stagehands, wardrobe, etc.), managers, musicians, actors, stage managers, tutors, wranglers, etc.
7. **Trucking credit**—The Employers average weekly guarantee is credited/adjusted by an amount equal to fifty percent (50%) of the average weekly cost of trucking for the tour, up to a cap of six (6) trucks plus an advance (if any).
8. Notwithstanding other provisions of this Agreement, if a production is touring under the full Actors' Equity Production Contract (not on either AEA Tiered touring terms or the League/AEA SET Agreement), the Full Pink Contract terms shall apply.

### ***B. Terms and Conditions***

Except as provided in this section, all terms and conditions of the Modified Pink Contract shall apply.

#### **1. Minimum Rates of Pay for Short Engagement Touring Pink Contract:**

<b>Minimum Wages Per Week</b>		<b>7/1/13 to 6/30/14</b>	<b>7/1/14 to 6/30/15</b>	<b>7/1/15 to 6/60/16</b>
<b>Head of Department</b>		\$829	\$848	\$872
<b>Assistants and Personal/Star Dressers</b>		\$726	\$742	\$763

### ***C. Benefits for Short Engagement Touring Pink Contract***

1. **Pension**—The Employer agrees to contribute to the I.A.T.S.E. National Pension Fund, Plan B, the sum of \$40.00 per week for each week's employment on behalf of the Employee (or \$8.00 for each day in any week in which the crew is called to work fewer than four (4) days) for coverage in accordance with the rules and regulations of such Plan B, as now in force or as hereafter amended. Effective January 1, 2014 the pension contribution shall increase to \$50.00 per week (or \$10.00 for each day in any week in which the crew is called to work fewer than four (4) days). Effective January 1, 2015 the pension contribution shall increase to \$60.00 per week (or \$12.00 for each day in any week in which the crew is called to work fewer than four (4) days) as detailed on **Exhibit E**.
2. **Health and Welfare**— Contributions shall be made in accordance with the Full Pink.

3. **Vacation Plan**—The Employer agrees to contribute to the I.A.T.S.E. Vacation Plan five percent (5%) of the actual weekly salary, but in no event less than \$40.25 for Heads of Department (\$41.45 effective 5/6/13; \$42.40 effective 1/1/14; \$43.60 effective 1/1/15) and \$35.25 for Assistants (\$36.30 effective 5/6/13; \$37.10 effective 1/1/14; \$38.15 effective 1/1/15), on behalf of each Employee (all prorated for less than one week) for each weeks' employment in accordance with the rules and regulations of such plan, as now in force or as hereafter amended by the Fund.
4. **Annuity Fund**—The Employer agrees to contribute to the I.A.T.S.E. Annuity Fund five percent (5%) of the actual salary, no less than \$40.25 for Heads (\$41.45 effective 5/6/13; \$42.40 effective 1/1/14; \$43.60 effective 1/1/15) and \$35.25 for Assistants (\$36.30 effective 5/6/13; \$37.10 effective 1/1/14; \$38.15 effective 1/1/15) on behalf of each Employee (prorated for less than one week) for each weeks' employment in accordance with the rules and regulations of such plan, as now in force or as hereafter amended by the Fund.

#### ***D. Housing***

1. The production must offer one hotel choice, offering single or double occupancy housing accommodations, at Employee's option, and at no cost to Employee when Employee is more than 50 miles from his/her Place of Residence.
2. The Employee must declare their Place of Residence at time of hiring.
3. All hotels must be comparable to an AAA double diamond hotel, or better.
4. The Employer must make best efforts to provide hotels with interior corridors, and if not, rooms should not be on the ground floor.
5. Employee should receive six (6) weeks advance notice of the hotel option in each city, and the Employee should within two (2) weeks indicate either acceptance of the provided housing, double or single occupancy, or the Employee's preference to arrange for Employee's own accommodations. Failure to notify relieves the production of any responsibility to provide housing.
6. When the theatre is more than one-half mile from the hotel, transportation to the theatre and return after the performance will be furnished at the Employer's expense.
7. Best efforts shall be made to provide hotels with laundry facilities, high-speed Internet access at no cost to Employees, and conveniently accessible sources of food.

#### ***E. Per Diem***

When the Employee is required to be more than 50 miles away from the Employee's Place of Residence, a per diem payment to the Employee shall be made as follows:

1. If the Employee does not accept the Employer-provided housing, \$86.00 (effective May 6, 2013 \$88.00; effective June 30, 2014 \$89.00; effective June 29, 2015, \$90.00).
2. If the Employee elects to accept the Employer-provided single-occupancy housing, \$42.00 (effective May 6, 2013, \$47.00; effective July 1, 2013, \$48.00; effective June 30 2014, \$49.00, effective June 29, 2015, \$50.00).
3. If the Employee elects to accept the Employer provided double-occupancy housing, \$52.00 (effective May 6, 2013, \$54.00; effective June 30, 2014, \$55.00; effective June 29, 2015, \$56.00).
4. Per Diem on a Day of Travel at the close of Tour or Layoff. Travel back to Place of Residence or Place of Engagement at the close of a tour or on a layoff requires per diem on the following schedule:
  - a. If Employee is scheduled to arrive at the destination terminal at or before 4:00 p.m. (local time), Employee will receive twenty percent (20%) Per Diem (currently \$17.20; effective May 6, 2013 \$17.60; effective June 30, 2014 \$17.80; effective June 29, 2015 \$18.00)
  - b. If Employee is scheduled to arrive after 4:00 p.m., Employee will receive forty-five (45%) Per Diem (currently \$38.70; effective May 6, 2013 \$39.60; effective June 30, 2014 \$40.05; effective June 29, 2015 \$40.50)

#### ***F. Performances/Performance Schedule***

1. Performances in excess of eight (8) in one week shall not require additional payment as long as no more than thirty-two (32) performances are scheduled in any four (4) consecutive playing weeks. In any case, no more than ten (10) performances may be scheduled in any 1 week period. An additional one-sixth (1/6) of actual weekly salary shall be paid for each performance in excess of thirty-two (32) during the four (4)-week period. Other premiums shall not be affected.
2. The Employer may change the performance schedule with one weeks' written notice, but the scheduled day off cannot be altered with less than two weeks' notice.
3. Curtain time may be modified by up to one hour at any time with no notice.

#### ***G. Layoffs***

1. Based on the tours itinerary, Producer may lay-off the company without compensation or per diem for a number of weeks' equivalent to twenty-five percent (25%) of the total number of performance weeks in the tour, rounded to the nearest week.
2. A production may take up to an additional four (4) weeks of layoff by providing full Per

Diem (\$86 per day; effective May 6, 2013 \$88 per day; effective June 30, 2014 \$89 per day; effective June 29, 2015 \$90 per day), Health contributions on behalf of each Employee, and the Employee shall accrue sick leave.

3. A production may take a half week layoff, with pro-ration of one-half (1/2) week of actual salary and per diem plus the full weekly health contribution, in any week where there are five (5) or fewer performances over a four (4) day period. Any half week layoff under this provision must be contiguous to at least one other layoff week.
4. No layoff shall be longer than four (4) weeks.
5. Four (4) weeks' notice must be given to each covered Employee prior to a layoff, but if such notice is not given for any reason (other than for a lost booking, which requires two (2) weeks' notice):
  - a. A layoff taken within the twenty-five percent (25%) (as in item 1, immediately above) shall be considered a "per diemed layoff" with Per Diem, Health and sick leave accrual per 2, immediately above.
  - b. For a layoff taken beyond the twenty-five percent (25%) (as in item 1, immediately above), full salary, benefits, and per diem shall be due.
6. In the event of a lay-off, Employer must return Employees to their Place of Residence or to the Employee's Place of Engagement, at the Employee's option. However, if an Employee chooses to travel independently, the Employer is not required to reimburse Employee's transportation costs or pay the Employee the monies they would have spent transporting the Employee.

#### ***H. Overage***

1. **Overage Participation**—Effective July 1, 2014, Employees will be entitled to participate in the Employer's share of Overage, defined and calculated as set forth below, with it understood that each Employee hereunder shall individually, receive the same amount of Overage money received by actors individually pursuant to the AEA SET Agreement. Overage participation begins with the first paid public performance.
  - a. Overage shall be defined as weekly NAGBOR less the producer's weekly guarantee (plus up to 10% of NAGBOR) and the Presenter's expenses for that week;
  - b. In weeks in which there is Middle Money to the producer, Overage shall be calculated as if the engagement had been presented at the show's average weekly guarantee as established in determining its qualification hereunder. Middle Money shall be defined as a negotiated sum of money paid to the specific party, e.g. employer, the Presenter, or some other individual, after the Guarantee, percentage of

NAGBOR, and Presenter's Expenses are paid, but before Overage split. This can also be called "next money or "third position".

- c. When the production has a four-wall booking, Overage shall be calculated as if the engagement had been presented at the show's average weekly guarantee as established in determining its qualification hereunder after actual deductions for Presenter expenses.
- d. Overage participation to Employees in weeks that are subject to Terms Deals, defined as engagements where the Employer and Presenter agree to split the net box office receipts rather than being paid on a guarantee sometimes with certain terms (e.g., advertising and labor costs) taken off the top. Overage participation to the Employees shall be calculated per the following:

NAGBOR, less the agreed upon expenses between the Presenter and Employer in the Settlement (e.g., advertising and labor costs); other actual documented expenses, if any; and the average weekly guarantee as established in determining qualification hereunder for the tour, plus the average NAGBOR percentage established in the average weekly guarantee (up to 10%). Where a simple percentage of the Employer's Documented Share of the Overage is set forth in the 'Terms Deal', it shall be used in that market as the basis for calculating Overage Participation on such dates to the individual Employees. Where the Employer's Documented Share of the remainder of Overage for that market is not a straight percentage, the figure used for the purpose of calculating Overage Participation to the individual Employee shall be the average Employer share percentage as is used for Overage on the guaranteed dates.

- e. If Employer participates or receives payment or shares in monies above the stated flat fee in any flat fee engagement, Overages shall be calculated as if the engagement had been presented at the shows Average Weekly Guarantee as established in determining its qualification hereunder;
- f. Employees on vacation shall receive Overage. Vacation replacement Employees shall not receive Overage;
- g. **Pre-recoupment**—Each eligible Employee shall receive 0.275% of the producer's share of Overage, in addition to Employee's contractual salary; and,
- h. **Recoupment**—Effective the week following recoupment, each eligible Employee shall receive 0.375% of the producer's share of Overage (0.400% effective September 1, 2014), in addition to Employee's contractual salary.
- i. Employees shall receive Overage participation, if any, no later than the regular payday in the fourth week following the week for which such Overage may have been

due.

## 2. Audit Rights—

- a) All productions using the Short Engagement Touring Pink Contract shall provide the following information to the I.A.T.S.E.:
  1. Weekly Box Office statements/settlements, signed by the Employer (or representative) and the Presenter (or representative) and the Presenter (or representative).
  2. When the show plays a city on a “Terms Deal” in addition to the Box Office settlement signed by the Employer ( or representative) and the Presenter (or representative), the I.A.T.S.E. shall receive a statement outlining the following:
    - i. NAGBOR
    - ii. The Average Guarantee for the Tour
    - iii. Actual expenses
  3. Unaudited profit and loss statements;
  4. Audited profit and loss statements (if provided);
  5. Status reports of progress towards recoupment, submitted quarterly or whenever delivered to others.

Weekly Box Office statements/settlements will be due no later than seven calendar days after the end of each fourth week of performances. Unaudited profit and loss statements will be provided to the I.A.T.S.E. at the same time as when provided to the investors, out in no case later than 45 calendar days after the end of each eighth week of performances. Audited profit and loss statements, if any, will be provided to the I.A.T.S.E. at the same time as when provided to the investors.

- b) The I.A.T.S.E. has the right to audit, at its expense, any productions using the Short Engagement Touring Pink contract Agreement, in accordance with standard business practices.

## ARTICLE SEVENTEEN – TERM

This Agreement commences on July 1, 2013 and continues through June 30, 2016, except that any change to prior agreement set forth herein shall not become effective until July 1, 2014.

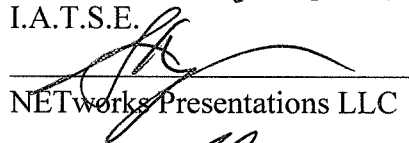
**ARTICLE EIGHTEEN – AGREEMENT**

The Agreement shall not be modified, amended or revoked except in writing signed by each of the parties hereto.

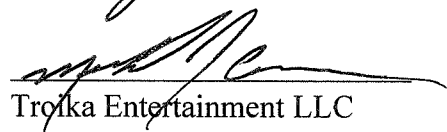
Agreed to:



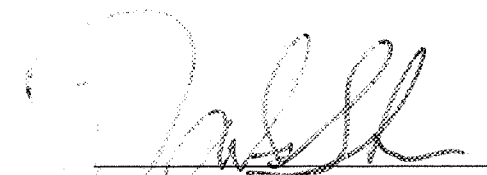
I.A.T.S.E.



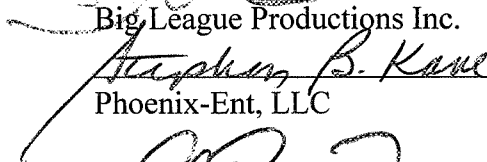
NETworks Presentations LLC



Troika Entertainment LLC



Big League Productions Inc.



Phoenix-Ent, LLC



Work Light Productions, LLC



## EXHIBIT A

### Project Agreement for Producer/Production Company

\_\_\_\_\_/\_\_\_\_\_  
(Individual/New Producer) (Company/New Producer)

Is a member of the coordinated bargaining group covered by the L Touring Agreement between Big League Productions, Inc., NETworks Presentations LLC, Phoenix-Ent, LLC, Troika Entertainment LLC, Work Light Productions, LLC and I.A.T.S.E. and has controlling ownership interest in

\_\_\_\_\_  
(Production Company/Entity)

which shall produce a production of \_\_\_\_\_.  
(Name of Show)

During the course of that production, \_\_\_\_\_  
(Production Company/Entity)

is deemed to be part of the L Touring Agreement between Big League Productions, Inc., NETworks Presentations LLC, Phoenix-Ent, LLC, Troika Entertainment LLC, Work Light Productions, LLC and I.A.T.S.E.

Signed by: \_\_\_\_\_  
Signatory

Date: \_\_\_\_\_

Signed by: \_\_\_\_\_  
Production Company

Date: \_\_\_\_\_

Signed by: \_\_\_\_\_  
IATSE

Date: \_\_\_\_\_

\_\_\_\_\_  
(Number of Pink Contracts on Show)

\_\_\_\_\_  
(Bond Posted and Type)

## EXHIBIT B

Scheduled Workdays	Regular Employee	Replacement Employee
7 days	7 days - \$80	0 days - 0
7 days	6 days - \$80	1 day - \$16
7 days	5 days - \$64	2 days - \$32
7 days	4 days - \$64	3 days - \$32
7 days	3 days - \$48	4 days - \$48
7 days	2 days - \$32	5 days - \$64
7 days	1 day - \$16	6 days - \$80
6 days	6 days - \$80	0 days - 0
6 days	5 days - \$64	1 day - \$16
6 days	4 days - \$64	2 days - \$16
6 days	3 days - \$48	3 days - \$32
6 days	2 days - \$16	4 days - \$64
6 days	1 day - \$16	5 days - \$64
5 days	5 days - \$80	0 days - 0
5 days	4 days - \$64	1 day - \$16
5 days	3 days - \$48	2 days - \$32
5 days	2 days - \$32	3 days - \$48
5 days	1 day - \$16	4 days - \$64
4 days	4 days - \$80	0 days - 0
4 days	3 days - \$64	1 day - \$16
4 days	2 days - \$48	2 days - \$32
4 days	1 day - \$16	3 days - \$64
3 days or less	\$16 per day	\$16 per day

For example, during a 4-day week if a regular crew member replaces himself for one day in the week, the Employer will make a pension benefit contribution of \$64 on behalf of the regular Employee and \$16 on behalf of the replacement.

When a replacement works a single performance on a two performance day, no contribution shall be made for the replacement except that where, on the above schedule, the regular Employee's weekly contributions exceed \$16 (or the then current daily rate) per day worked, the replacement shall have one day's regular contribution and the regular Employee's weekly contribution shall be reduced by the same amount. For example, during a 4-day week and based on the rates currently in effect, if a regular crew member replaces himself for one performance on a two performance day, the regular crew member will receive a benefit contribution of \$64 and the replacement will receive \$16.

When a replacement is regularly scheduled to work a single show on a two-show day, the parties will meet to discuss the contribution level for the replacement and the regular Employee.

### EXHIBIT C

Scheduled Workdays	Regular Employee 1/1/13 to 12/31/13	Replacement Employee 1/1/13 to 12/31/13	Regular Employee 1/1/14 to 12/31/14	Replacement Employee 1/1/14 to 12/31/14	Regular Employee 1/1/15 to 12/31/15	Replacement Employee 1/1/15 to 12/31/15
7 days	7 days-\$308.58	0 days \$0	7 days-\$312.00	0 days \$0	7 days-\$363.90	0 days \$0
7 days	6 days-\$308.58	1 day-\$51.43	6 days-\$312.00	1 day-\$52.00	6 days-\$363.90	1 day-\$60.65
7 days	5 days-\$257.15	2 days-\$102.86	5 days-\$260.00	2 days-\$104.00	5 days-\$303.25	2 days-\$121.30
7 days	4 days-\$205.72	3 days-\$154.29	4 days-\$208.00	3 days-\$156.00	4 days-\$242.60	3 days-\$181.95
7 days	3 days-\$154.29	4 days-\$205.72	3 days-\$156.00	4 days-\$208.00	3 days-\$181.95	4 days-\$242.60
7 days	2 days-\$102.86	5 days-\$257.15	2 days-\$104.00	5 days-\$260.00	2 days-\$121.30	5 days-\$303.25
7 days	1 day-\$51.43	6 days-\$308.58	1 day-\$52.00	6 days-\$312.00	1 day-\$60.65	6 days-\$363.90
6 days	6 days-\$308.58	0 days \$0	6 days-\$312.00	0 days \$0	6 days-\$363.90	0 days \$0
6 days	5 days-\$257.15	1 day-\$51.43	5 days-\$260.00	1 day-\$52.00	5 days-\$303.25	1 day-\$60.65
6 days	4 days-\$205.72	2 days-\$102.86	4 days-\$208.00	2 days-\$104.00	4 days-\$242.60	2 days-\$121.30
6 days	3 days-\$154.29	3 days-\$154.29	3 days-\$156.00	3 days-\$156.00	3 days-\$181.95	3 days-\$181.95
6 days	2 days-\$102.86	4 days-\$205.72	2 days-\$104.00	4 days-\$208.00	2 days-\$121.30	4 days-\$242.60
6 days	1 day-\$51.43	5 days-\$257.15	1 day-\$52.00	5 days-\$260.00	1 day-\$60.65	5 days-\$303.25
5 days	5 days-\$308.58	0 days \$0	5 days-\$312.00	0 days \$0	5 days-\$363.90	0 days \$0
5 days	4 days-\$257.15	1 day-\$51.43	4 days-\$260.00	1 day-\$52.00	4 days-\$303.25	1 day-\$60.65
5 days	3 days-\$205.72	2 days-\$102.86	3 days-\$156.00	2 days-\$104.00	3 days-\$242.60	2 days-\$121.30
5 days	2 days-\$102.86	3 days-\$205.72	2 days-\$104.00	3 days-\$156.00	2 days-\$181.95	3 days-\$242.60
5 days	1 day-\$51.43	4 days-\$257.15	1 day-\$52.00	4 days-\$260.00	1 day-\$60.65	4 days-\$303.25
4 days	4 days-\$308.58	0 days \$0	4 days-\$312.00	0 days \$0	4 days-\$363.90	0 days \$0
4 days	3 days-\$257.15	1 day-\$51.43	3 days-\$260.00	1 day-\$52.00	3 days-\$303.25	1 day-\$60.65
4 days	2 days-\$154.29	2 days-\$154.29	2 days-\$156.00	2 days-\$156.00	2 days-\$181.95	2 days-\$181.95
4 days	1 day-\$51.43	3 days-\$257.15	1 day-\$52.00	3 days-\$156.00	1 day-\$60.65	3 days-\$303.25
3 days or less	\$51.43 per day	\$51.43 per day	\$52.00 per day	\$52.00 per day	\$60.65 per day	\$60.65 per day

# EXHIBIT D

Scheduled Workdays	Regular Employee 1/1/13 – 12/31/13	Replacement Employee 1/1/13 – 12/31/13	Regular Employee Effective 1/1/14	Replacement Employee Effective 1/1/14	Regular Employee Effective 1/1/15	Replacement Employee Effective 1/1/15
7 days	7 days - \$40	0 days - 0	\$50.00	0	\$60.00	0
7 days	6 days - \$40	1 day - \$8	\$50.00	\$10.00	\$60.00	\$12.00
7 days	5 days - \$32	2 days - \$16	\$40.00	\$20.00	\$48.00	\$24.00
7 days	4 days - \$32	3 days - \$16	\$40.00	\$20.00	\$48.00	\$24.00
7 days	3 days - \$24	4 days - \$24	\$30.00	\$30.00	\$36.00	\$36.00
7 days	2 days - \$16	5 days - \$32	\$20.00	\$40.00	\$24.00	\$48.00
7 days	1 day - \$8	6 days - \$40	\$10.00	\$50.00	\$12.00	\$60.00
6 days	6 days - \$40	0 days - 0	\$50.00	0	\$60.00	0
6 days	5 days - \$32	1 day - \$8	\$40.00	\$10.00	\$48.00	\$12.00
6 days	4 days - \$32	2 days - \$8	\$40.00	\$10.00	\$48.00	\$12.00
6 days	3 days - \$24	3 days - \$16	\$30.00	\$20.00	\$36.00	\$24.00
6 days	2 days - \$8	4 days - \$32	\$10.00	\$40.00	\$12.00	\$48.00
6 days	1 day - \$8	5 days - \$32	\$10.00	\$40.00	\$12.00	\$48.00
5 days	5 days - \$40	0 days - 0	\$50.00	0	\$60.00	0
5 days	4 days - \$32	1 day - \$8	\$40.00	\$10.00	\$48.00	\$12.00
5 days	3 days - \$24	2 days - \$16	\$30.00	\$20.00	\$36.00	\$24.00
5 days	2 days - \$16	3 days - \$24	\$20.00	\$30.00	\$24.00	\$36.00
5 days	1 day - \$8	4 days - \$32	\$10.00	\$40.00	\$12.00	\$48.00
4 days	4 days - \$40	0 days - 0	\$50.00	0	\$60.00	0
4 days	3 days - \$32	1 day - \$8	\$40.00	\$10.00	\$48.00	\$12.00
4 days	2 days - \$24	2 days - \$16	\$30.00	\$20.00	\$36.00	\$24.00
4 days	1 day - \$8	3 days - \$32	\$10.00	\$40.00	\$12.00	\$48.00
3 days or less	\$8 per day	\$8 per day	\$10.00 per day	\$10.00 per day	\$12.00 per day	\$12.00 per day

# EXHIBIT E

Scheduled Workdays	Regular Employee 1/1/13 – 12/31/13	Replacement Employee 1/1/13 – 12/31/13	Regular Employee Effective 1/1/14	Replacement Employee Effective 1/1/14	Regular Employee Effective 1/1/15	Replacement Employee Effective 1/1/15
7 days	7 days - \$40	0 days - 0	\$50.00	0	\$60.00	0
7 days	6 days - \$40	1 day - \$8	\$50.00	\$10.00	\$60.00	\$12.00
7 days	5 days - \$32	2 days - \$16	\$40.00	\$20.00	\$48.00	\$24.00
7 days	4 days - \$32	3 days - \$16	\$40.00	\$20.00	\$48.00	\$24.00
7 days	3 days - \$24	4 days - \$24	\$30.00	\$30.00	\$36.00	\$36.00
7 days	2 days - \$16	5 days - \$32	\$20.00	\$40.00	\$24.00	\$48.00
7 days	1 day - \$8	6 days - \$40	\$10.00	\$50.00	\$12.00	\$60.00
6 days	6 days - \$40	0 days - 0	\$50.00	0	\$60.00	0
6 days	5 days - \$32	1 day - \$8	\$40.00	\$10.00	\$48.00	\$12.00
6 days	4 days - \$32	2 days - \$8	\$40.00	\$10.00	\$48.00	\$12.00
6 days	3 days - \$24	3 days - \$16	\$30.00	\$20.00	\$36.00	\$24.00
6 days	2 days - \$8	4 days - \$32	\$10.00	\$40.00	\$12.00	\$48.00
6 days	1 day - \$8	5 days - \$32	\$10.00	\$40.00	\$12.00	\$48.00
5 days	5 days - \$40	0 days - 0	\$50.00	0	\$60.00	0
5 days	4 days - \$32	1 day - \$8	\$40.00	\$10.00	\$48.00	\$12.00
5 days	3 days - \$24	2 days - \$16	\$30.00	\$20.00	\$36.00	\$24.00
5 days	2 days - \$16	3 days - \$24	\$20.00	\$30.00	\$24.00	\$36.00
5 days	1 day - \$8	4 days - \$32	\$10.00	\$40.00	\$12.00	\$48.00
4 days	4 days - \$40	0 days - 0	\$50.00	0	\$60.00	0
4 days	3 days - \$32	1 day - \$8	\$40.00	\$10.00	\$48.00	\$12.00
4 days	2 days - \$24	2 days - \$16	\$30.00	\$20.00	\$36.00	\$24.00
4 days	1 day - \$8	3 days - \$32	\$10.00	\$40.00	\$12.00	\$48.00
3 days or less	\$8 per day	\$8 per day	\$10.00 per day	\$10.00 per day	\$12.00 per day	\$12.00 per day


March 13, 2014

Matthew D. Loeb  
International President  
I.A.T.S.E.  
207 West 25<sup>th</sup> Street, 4<sup>th</sup> Floor  
New York, NY 10001

RE: Effective Dates

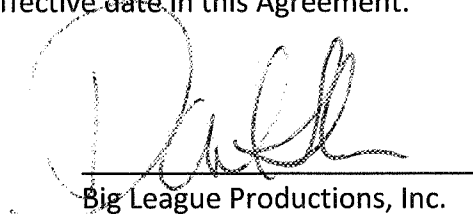
With respect to the L Touring Agreement dated March, 13, 2014 by and between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States and its Territories and Canada and Big League Productions, Inc., NETworks Presentations LLC, Phoenix-Ent, LLC, Troika Entertainment LLC and Work Light Productions, LLC, this Agreement commences on July 1, 2013 and continues through June 30, 2016, except that any change to the prior agreement set forth herein shall not become effective until July 1, 2014, except for the following: (i) Changes to the minimum rates of pay shall be effective as of July 1, 2013 for any employee on a Tour that has not closed prior to the ratification date of this Agreement; (ii) With respect to per diems, employees on a Tour running as of the date of ratification who did not receive the per diem in the amount prescribed in the Agreement on July 1, 2013 shall receive a payment in lieu of retroactivity of the revised per diem rates of \$6 per work day for the period March 15, 2013 through June 30, 2014 (or before if the Tour closes prior to June 30, 2014).

This paragraph supersedes any inconsistent effective date in this Agreement.

  
Matthew D. Loeb  
I.A.T.S.E.

  
NETworks Presentations LLC

  
Troika Entertainment LLC

  
Big League Productions, Inc.

  
Phoenix-Ent, LLC

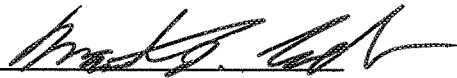
  
Work Light Productions, LLC

March 13, 2014

Matthew D. Loeb  
International President  
I.A.T.S.E.  
207 West 25<sup>th</sup> Street, 4<sup>th</sup> Floor  
New York, NY 10001

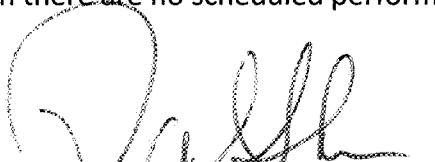
RE: Summer Hiatus

With respect to the L Touring Agreement and the Bus & Truck Touring Agreement dated March, 13, 2014 by and between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States and its Territories and Canada and Big League Productions, Inc., NETworks Presentations LLC, Phoenix-Ent, LLC, Troika Entertainment LLC and Work Light Productions, LLC the parties agree for purposes of their Agreements (L Touring Agreement, Bus & Truck Touring agreement) when calculating the number of Layoff weeks for any Tour/Production industry standard Summer Hiatuses shall not be included. Summer Hiatuses shall be defined as an extended period of consecutive weeks between mid-June through mid-September when there are no scheduled performances of the Tour/Production.

  
Matthew D. Loeb  
I.A.T.S.E.

  
NETworks Presentations LLC

  
Troika Entertainment LLC

  
Big League Productions, Inc.

  
Phoenix-Ent, LLC

  
Work Light Productions, LLC

March 13, 2014


Matthew D. Loeb  
International President  
I.A.T.S.E.  
207 West 25<sup>th</sup> Street, 4<sup>th</sup> Floor  
New York, NY 10001

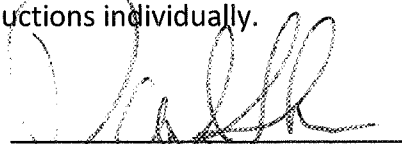
RE: Productions below the S contract

With respect to the L Touring Agreement and the Bus & Truck Touring Agreement dated March, 13, 2014 by and between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States and its Territories and Canada and Big League Productions, Inc., NETworks Presentations LLC, Phoenix-Ent, LLC, Troika Entertainment LLC and Work Light Productions, LLC the parties understand and agree that there are certain Touring Broadway-style musical theater productions otherwise within the scope of the Preamble of the Agreement and Article Fifteen thereof which, because of some or all of the following conditions, require modification to the Article 15 terms and conditions. Specifically:

- a) Tours in which the average weekly guarantee is less than \$185,000; and/or
- b) Tours, other than for Holiday-themed productions, which are booked for less than twelve (12) weeks; and/or
- c) Tours which employ less than twenty (20) employees.

Notwithstanding any other provision of this Agreement, the parties agree that they will meet and confer in good faith on a tour-by-tour basis as expeditiously as possible to establish the terms and conditions governing each of these productions individually.

  
Matthew D. Loeb  
I.A.T.S.E.

  
Big League Productions, Inc.

  
NETworks Presentations LLC

  
Phoenix-Ent, LLC

  
Troika Entertainment LLC

  
Work Light Productions, LLC





March 13, 2014

Matthew D. Loeb  
International President  
I.A.T.S.E.  
207 West 25<sup>th</sup> Street, 4<sup>th</sup> Floor  
New York, NY 10001

RE: Plays

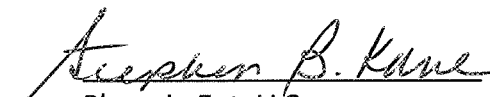
With respect to the L Touring Agreement and the Bus & Truck Touring Agreement dated March, 13, 2014 by and between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States and its Territories and Canada and Big League Productions, Inc., NETworks Presentations LLC, Phoenix-Ent, LLC, Troika Entertainment LLC and Work Light Productions, LLC the parties to this Agreement dispute whether the Agreement applies to dramatic plays. Notwithstanding that disagreement, and without prejudice to the parties' respective positions, the parties agree that in the event the Employer employs stage technicians on a tour of a dramatic play: (i) that is longer than twelve weeks; (ii) that has with a weekly guarantee of \$200,000 or higher; and (iii) that employs more than twenty employees, then the parties shall meet to discuss whether the Union has jurisdiction over that tour and, if so, the terms and conditions of employment for the tour. For purposes of further clarity, nothing in this side letter is intended to be a waiver of the Employer's right to contest jurisdiction or the Union's right to claim that it already has jurisdiction in those circumstances.

  
Matthew D. Loeb  
I.A.T.S.E.

  
NETworks Presentations LLC

  
Troika Entertainment LLC

  
Big League Productions, Inc.

  
Phoenix-Ent, LLC

  
Work Light Productions, LLC