

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

AND

IATSE

MEMORANDUM OF AGREEMENT OF 2016

This Memorandum of Agreement is entered into as of August 10, 2016, between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (hereinafter referred to as the "IATSE" or "UNION"), on the one hand, and Big League Productions, Inc., NETworks Presentations, LLC, Phoenix-Ent, LLC, Troika Entertainment LLC, and Work Light Productions, LLC (collectively referred to as "Employer" or "Producer"), on the other hand.

This Memorandum of Agreement reflects the complete understanding reached between the parties. As soon as practicable, those parts of this Memorandum of Agreement which are not already in formal contract language shall be reduced to contract language.

All provisions of the "L" and Bus and Truck Touring Agreements of 2013 between these parties shall remain the same unless otherwise specifically changed as noted herein. The appropriate provisions herein shall be incorporated in the "L" and Bus and Truck Touring Agreements of 2013 and shall be effective July 1, 2016 except where indicated.

In consideration of the mutual agreements herein contained, the parties agree as follows:

**NON-LEAGUE "L" TOURING AGREEMENT**

1. Article Six, paragraph 4: Add to list of arbitrators: Ralph Berger and Howard Edelman, so as to increase to five (5) the total number of arbitrators designated to hear and determine disputes.
2. Article Six, paragraph 6: Revise as follows:

"A single arbitrator shall serve on each case and shall be selected on a rotational basis. ~~Both parties shall~~ A party who wishes to proceed to arbitration shall contact the arbitrator next in the rotation to determine whether he has a date available in the next sixty (60) days. The non-moving party shall be copied on any such correspondence to the arbitrator. If the arbitrator does not have a date within sixty (60) days, ~~both parties shall~~ the moving

party shall contact the next arbitrator in the rotation and shall continue in order until an arbitrator can be selected. The non-moving party shall be copied on any such correspondence to the arbitrator. If none of the ~~three~~ board of arbitrators has a date within the sixty (60) day window, the arbitrator with the earliest available date shall be selected.”

3. Article Fourteen, paragraph A., 1, Article Fifteen, paragraph B., 1, and Article Sixteen B., 1. respectively: Wages – revise to reflect the following increases:

<u>Effective Date:</u>	<u>Wage Increase:</u>
July 1, 2016	3%
July 1, 2017	3%
July 1, 2018	3%

4. Article Fourteen, Paragraph A., 2 – revise to reflect the following per diem rates:

Full Pink High Cities

<u>Effective Date:</u>	
October 3, 2016	\$138 per diem
October 2, 2017	\$140 per diem
October 1, 2018	\$142 per diem

Full Pink Low Cities

<u>Effective Date:</u>	
October 3, 2016	\$132 per diem
October 2, 2017	\$134 per diem
October 1, 2018	\$136 per diem

5. Article Fourteen, paragraph 5. Add new provision “The Employer shall be responsible for securing hotel reservations and shall furnish Employees with an up-to-date list of no less than two available hotels for single and double occupancy at different price ranges. The Employer shall request of each hotel that free internet access be provided to the Employees. For stays in a city for four weeks or more, or where a Modified Pink Contract tour stays in a city for more than four weeks, the Employer shall provide an unofficial third housing option that will include a kitchen, unless another housing option includes a kitchen. Responsibility for hotel accommodations shall include ensuring that, to the extent there are vacancies, hotel accommodations are available for each Employee of the crew in each hotel regardless of sex, gender identity and/or expression race, color, creed, national origin, age, disability, sexual orientation, or political persuasion or belief. When hotel accommodations are limited, assignments shall be made pursuant to a lottery system. A lottery will not be necessary where there is no dispute in the company regarding the hotel accommodations. The lottery may consist of all members of the traveling company including, but not limited to, traveling Employees under this Agreement, Actors, and Musicians.”

- a. Six weeks prior to the play date, the advance agent or company manager shall submit such list to the Employee. In addition, a copy of the list provided to the Employees shall be sent to the Union.
  - b. Within one week thereafter the Employee shall indicate the Employee's acceptance, or the Employee's preference to arrange for Employee's own accommodations. Unless the Employee notifies the company manager of acceptance of such accommodations, the Employer shall be relieved of further responsibility."
6. Article Fourteen, paragraph B., 3, Health and Welfare: Insert current actuarial rates (2016: \$59; 2017: \$62; 2018: \$66 1/1/2019 – 6/30/2019) as determined by the IATSE National Benefit Funds Plan Actuary.
7. Article Fourteen, Paragraph C., 1: Modify sentence three as follows: "The Employees may elect to travel via a non-first class carrier by unanimous-majority vote." All remaining provisions unchanged.
8. Article Fourteen, paragraph C., 3., f. - revise as follows:
  - (1) 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
  - (2) Other than with respect to Wardrobe, Makeup Artists and Hairdressers (for whom the foregoing terms shall continue to apply) the following shall apply as of the dates set forth below:
    - a) Effective Monday, July 4, 2016 for (i) Full Pink Contract Tours; and
    - b) Effective Monday, September 4, 2017 for Modified Pink Contract and SET Pink Contract touring productions:

For all authorized nonperformance calls after the official opening, in any city (i) hours worked in excess of four (4) hours worked per week shall be compensated at one-fortieth (1/40th) of actual weekly salary per hour; and (ii) hours worked in excess of eight (8) hours worked per week shall be compensated at one-and-one-half (1 1/2) times one-fortieth (1/40th) of actual weekly salary. Load outs, presets, and sound checks are excluded from this provision.
9. Article Fourteen, paragraph c., 13: Revise to reflect the following: 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 \$60, or such higher amount as may be pre-approved by the Employer, and one checked bag, within applicable . . .”

10. Article Fourteen, paragraph c., 3. i. Add Advance Technicians.
11. Article Fourteen, paragraph c., 3. iii. Delete cap on benefit days.
12. Article Eight, paragraph C., 21: add, “The parties agree to waive the provisions of the New York City Earned Sick Time Act.”
13. Article Fourteen, C., paragraph 25– revise as follows: “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 2 weeks without incurring any penalty or premium, so long as no more than two performances per day/9 performances per week are scheduled.”
14. Add a new Article Fourteen, paragraph 31 providing that tours that are transitioning from Full to Modified, or Full to SET, or Modified to SET may offer a guaranteed advance, up to a maximum of \$300 dollars per week, against overage owed to Employees under the Agreement, provided that the new aggregate amount of pay, including the guaranteed advance, is no less than the applicable weekly salary of the respective Employees for the tour before the transition to the lower touring provisions.

## **MODIFIED**

15. Article Fifteen, paragraph A., 1: Modify to reflect the following thresholds:

Effective October 3, 2016: \$355,000

Effective October 1, 2018: \$360,000

16. Article Fifteen, B, 7 - revise to reflect the following per diem rates:

Effective Date:

September 28, 2015	\$127 per diem
October 3, 2016	\$130 per diem
October 2, 2017	\$133 per diem
October 1, 2018	\$136 per diem

17. Article Fifteen B., 8: The cap on the lower of the two hotel choices in each city will be \$75, (\$77 effective October 3, 2016; \$79 effective October 2, 2017; \$81 effective October 1, 2018) per night per Employee for the lower cost hotel in each location.
18. Article Fifteen, paragraph A., 1. Modify to provide for the Base Figure to be increased by \$2,500 for each member of the touring company in excess of sixty (60).

19. Article Fifteen, paragraph B., 14. Add new paragraph "Advance Pink Contract Employees" – providing that, Advance Pink Contract Employees (who may also be known as Advance Technicians) employed in connection with a Modified Pink Contract Tour shall be employed under the terms of the Full Pink Agreement for such tour.

## SET

20. Article Sixteen, paragraph A., 3 Modify to provide that the guarantees in paragraph 3. will not be less than:

Effective June 6, 2016: \$298,000

Effective June 5, 2017: \$304,000

Effective June 4, 2016: \$310,000

21. Amend article to reflect as agreed to between the League and AEA in the AEA SET collective bargaining agreement negotiations:

"1. When posting the housing choices for an engagement, the Producer will list the negotiated room rate (without taxes) as well as information on food options within a mile of the hotel (it is expected that full supermarkets and "sit-down" restaurants will be listed – not all potential food options in the area). The Employees will have seven (7) days to accept or opt-out of Producer-provided housing. Those who opt-out within the first seven days will receive per diem equal to the posted negotiated room rate plus the single-occupancy per diem rate up to a cap equal to the then-applicable Full Production Contract per diem amount. Employees that do not opt-out within that fourteen (14) day period can then only opt-out at Producer's discretion with the understanding that such opt-out cannot affect the company's negotiated room rate. If an Employee is allowed to opt-out after the fourteen (14) day period then that Employee will receive the current opt-out per diem rate (\$90), which is frozen for the duration of the Agreement. The specific procedure is as follows:

(i) No less than six weeks before the engagement the Producer shall advise the Employee of the hotel including information regarding grocery and restaurant options within one mile of the hotel, and the Producer's negotiated room rate for single occupancy, not including taxes;

(ii) if the Employee elects to opt-out of Producer-provided housing within seven (7) days of it being posted they shall receive the single occupancy Per Diem rate (listed below) plus the Producer's posted room rate for a single occupancy room (not including taxes), but in no case greater than the applicable Production Contract Per Diem for Full Tours;

- a. At the Producer's sole discretion, they may accommodate an Employee's preference for housing made after the deadline for notice; and
- b. If the Employee elects not to accept Producer-provided housing after the deadline,

but no later than two weeks prior to check-in date of the Producer-provided housing, the per diem shall be the current opt-out rate of \$90, frozen for the duration of the Agreement.

c. If the Employee elects not to accept Producer-provided housing later than two weeks prior to the check-in date of Producer-provided housing the Employee shall receive only the single-occupancy per diem rate.

(iii) Employees who choose to opt-out of Producer-provided housing may not stay in another Employee's Producer-provided housing.

2. If the Employee elects to accept the Producer-provided single-occupancy housing, \$54.00 (effective June 5, 2017, \$55.00; effective June 4, 2018, \$56.00).
3. If the Employee elects to accept the Producer provided double-occupancy housing, \$72.00 (effective June 5, 2017, \$73.00; effective June 4, 2018, \$74.00).
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 \$18.00)
  - b. If Employee is scheduled to arrive after 4:00 p.m., Employee will receive forty-five (45%) Per Diem (currently \$40.50)"
22. Article Sixteen, paragraph A., 5. Modify to provide that the "Base Figure" is increased to \$2250.00 effective June 15, 2017 and \$2500.00 effective June 4, 2018 for each member of the touring company...
23. Article Sixteen, paragraph F., 1 Modify to provide that the beginning and end of the tour there may be a 6 performance-week period in which the Producer may schedule up to 48 performances.
24. Article Sixteen, paragraph H., 3. Add a new provision "Advance Pink Contract Employees" – providing that, Advance Pink Contract Employees (which may also be known as Advance Technicians) employed in connection with a Short Engagement Touring Pink Contract Tour shall be employed under the terms of the Full Pink Agreement for such tour.

## **LANGUAGE**

25. Article Fourteen, paragraph C., 10: Revise as follows: "Drunkenness, drug abuse, dishonesty, or gross incompetence shall be sufficient reason for the immediate cancellation of an Employee's employment."

26. Article Fourteen, paragraph C., 12: Revise provision so that it reads: Employer agrees to pay transportation from the closing point to the place where the member was engaged, or resides, in the event of the Employees' this-employment being terminated by the Producer.
27. Article Fourteen, paragraph C., 14: Revise provision so that it reads: "Employer agrees to recognize the Employees' employment as terminated . . ."
28. Article Fourteen, paragraph C., 15: Revise provision so that it reads: ~~Employer agrees to recognize~~ Employees shall be covered by this contract ~~as being in force~~ as long as . . ."
29. Article Fourteen, paragraph C., 26: Revise as follows: "The Employee ~~Agrees~~ to accept engagement under terms provided in this Agreement ~~herein~~ and give exclusive service in the capacity stipulated in ~~this contract~~ in his/her individual contract at such theaters and places of amusement and at such times as may be required by the Producer: subject, however, to the provisions of this ~~contract~~ Agreement 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."

## HOUSEKEEPING

30. Capitalize the words "Agreement", "Producer" and/or "Employer" where appropriate throughout.
31. Article Seven, paragraph 9a: capitalize the "f" in "full".
32. Article Eight, paragraph 2: capitalize the "f" in "full".
33. Article Fifteen, paragraph F, 1: Revise as follows: "Based on ~~the~~ a tour's . . ."

## NON-LEAGUE BUS AND TRUCK TOURING AGREEMENT

1. Article Six consistent with "L" Touring Agreement.
2. Article Thirteen, paragraph 4., d revise as follows:
  1. 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.

2. Other than with respect to Wardrobe, Makeup Artists and Hairdressers (for whom the foregoing terms shall continue to apply) the following shall apply as of the dates set forth below:

Beginning with the fourth performance week of the tour, for all authorized nonperformance calls after the official opening, in any city (i) hours worked in excess of four (4) hours worked per week shall be compensated at one-fortieth (1/40th) of actual weekly salary per hour; and (ii) hours worked in excess of eight (8) hours worked per week shall be compensated at one-and-one-half (1 ½) times one-fortieth (1/40th) of actual weekly salary. Load outs, presets, and sound checks are excluded from this provision.

3. Article Thirteen, paragraph C., 1: Modify sentence three as follows: "The Employees may elect to travel via a non-first class carrier by ~~unanimous~~ majority vote." All remaining provisions unchanged.
4. Article Thirteen, paragraph C., 13: Revise to reflect the following: effective from the date of execution of this MOA, 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 \$60, or such higher amount as may be pre-approved by the Employer, and one checked bag, within applicable . . ."
5. Article Fourteen, paragraph B. and Article Fifteen, paragraph B. respectively: Wages – revise to reflect the following increases:

<u>Effective Date:</u>	<u>Wage Increase:</u>
July 1, 2016	3%
July 1, 2017	3%
July 1, 2018	3%

6. Article Fourteen and Article Fifteen. Pier Diem.

September 28, 2015	\$338.00 per week
October 3, 2016	\$356.00 per week
October 2, 2017	\$374.00 per week
October 1, 2018	\$392.00 per week

7. Article Fourteen, paragraph c., 2 and Article Fifteen paragraph C., 2. Add \$3.00 per day to Health and Welfare per year.
8. Article Fifteen. Add Annuity at 2% beginning effective July 1, 2018.
9. Increase the qualifying guarantee thresholds and credits of Bus and Truck M & S Tiers consistent with the increases in the "L" Tier Agreement. Bus and Truck M and S Tiers shall be as follows:



<u>Effective Date</u>	<u>M Guarantee</u>	<u>S Guarantee</u>
July 1, 2016	\$260,000	\$230,000
July 1, 2017	\$262,500	\$232,500
July 1, 2018	\$265,000	\$235,000

10. No vacation contribution for shows of twelve (12) performance weeks or less provided the shows qualify for the Modified or SET Tiers under the "L" Tier Agreement.
11. Modify Side Letter "RE: Productions below the S contract", dated March 13, 2014 to remove: ~~" , other than for Holiday-themed productions,"~~
12. All Language and Housekeeping to conform to "L" Touring Agreement. (Non-substantive changes.)



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

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Phoenix-Ent, LLC

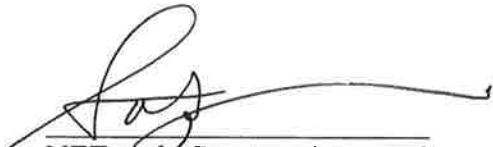
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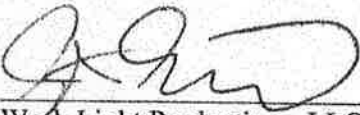
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