

**AGREEMENT**

by and between

**THE BROADWAY LEAGUE and DISNEY THEATRICAL PRODUCTIONS**

**AND**

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

**PINK CONTRACT AGREEMENT OF 2023**

**EFFECTIVE JULY 3, 2023– JUNE 27, 2027**

## **PINK CONTRACT AGREEMENT OF 2023**

### **TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>PAGE NO.</u></b>
Article One – Scope and Recognition .....	1
Article Two – Union Security .....	1
Article Three – Project/Production Agreements .....	1
Article Four – Bonding .....	1
Article Five – Grievance and Arbitration.....	2
Article Six – Rates of Pay and Per Diem—Full, Level 2, Broadway Pink Contract .....	3
Article Seven – Benefits.....	9
Article Eight – General Conditions – Full, Level 2, Broadway Pink Contract.....	16
Article Nine – Media, Commercial Use, Publicity and Promotions .....	26
Article Ten – Voluntary Political Contributions .....	27
Article Eleven – Wardrobe Department.....	27
Article Twelve – Projection Programmer.....	28
Article Thirteen – Automated Lighting System Programmers .....	29
Article Fourteen – Property Supervisors .....	30
Article Fifteen – Modified Pink Contract Terms for Qualifying Touring Productions.....	31
Article Sixteen – Short Engagement Touring Agreement.....	49
Article Seventeen – Equity Diversity and Inclusion.....	67
Article Eighteen – Training and Development.....	68
Article Nineteen – Term .....	69
 <b>APPENDIX</b>	
Project Agreement for Existing League Members.....	70
Project Agreement for New Producer/Production Company.....	72

AGREEMENT effective July 3, 2023 through and including June 27, 2027, by and between The Broadway League on behalf of its members listed in Exhibit A and Disney Theatrical Productions ("Disney") ("hereinafter collectively 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 "the Union").

WHEREAS, the parties hereto desire to enter into an agreement for the purposes of establishing minimum rates of pay and conditions under which the Employer shall engage all traveling stage technicians and crafts traditionally represented under the "Pink Contract" in the production of legitimate theater entertainment,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### **Article One—Scope and Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all traveling stage technicians and crafts traditionally represented under the "Pink Contract".

### **Article Two—Union Security**

To the extent permitted by law, all Employees in the employ of the Employer as of January 1, 2013, 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 Employee's first 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.

### **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 Exhibits B1 and B2.

### **Article Four—Bonding**

It is the essence of the collective bargaining agreement and a condition precedent to the engagement of Employees that the Employer shall have filed and maintain with I.A.T.S.E. satisfactory security in cash, bond, certified check or letter of credit in an amount equal to \$3,500 for each covered full-time 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, only the amount in controversy may be held. Current practices concerning letters of guarantee shall continue.

## **Article Five—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:

1. The Union, the League, Disney, or an 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 I.A.T.S.E. International President or his designee and the League/Employer or its designee, or Disney or its designee.
2. 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.
3. There shall be a board of five (5) arbitrators designated to hear and determine disputes between the League or Disney or an Employer on the one-hand and the Union on the other. The five (5) arbitrators are Martin Scheinman, Ralph Berger, Howard Edelman, Marlene Gold and Tim Taylor. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
4. The arbitrators shall serve for the duration of the Collective Bargaining Agreement unless the League, Disney, 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 the 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.
5. A single arbitrator shall serve on each case and shall be selected on a rotational basis. A party who wishes to proceed to arbitration shall contact the arbitrator next in the rotation to determine whether the arbitrator 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, 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 board of arbitrators has a date within the sixty (60) day window, the arbitrator with the earliest available date shall be selected.
6. 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, 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 Labor Arbitration Rules.

## Article Six—Rates of Pay and Per Diem—Full Pink, Level 2 Touring and New York City Broadway Productions

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

### A. Wages:

#### 1. Full Pink

Minimum Wages per week	7/3/2023 to 7/30/2023	7/31/2023 to 6/30/2024	7/1/2024 to 6/29/2025	6/30/2025 to 6/28/2026	6/29/2026 to 6/27/2027
<b>Heads of Department</b>	\$1,437	\$2,400	\$2,472	\$2,546	\$2,622
<b>Assistants and Personal/Star Dressers</b>	\$1,302	\$2,200	\$2,266	\$2,334	\$2,404

- a) July 31, 2023 minimum rates are applicable to new tours starting after July 31, 2023.
- b) Effective July 1, 2024: 3% increase on the minimum wage rates as set forth above. Employees on tours commencing prior to 7/31/23 that have a weekly salary below the applicable minimum rate above shall receive a 3% increase.
- c) Effective June 30, 2025: 3% increase on the then-applicable minimum wage rates as set forth above. Employees on tours commencing prior to 7/31/23 that have a weekly salary below the applicable minimum rate shall receive an increase equal to the amount necessary to reach the applicable Year 3 minimum rate.
- d) Effective June 29, 2026: 3% increase on the then-applicable minimum wage rates as set forth above.

#### 2. Level 2 Touring

Minimum Wages per week	7/3/2023 to 7/30/2023	7/31/2023 to 6/30/2024	7/1/2024 to 6/29/2025	6/30/2025 to 6/28/2026	6/29/2026 to 6/27/2027
<b>Heads of Department</b>	n/a	\$2,200	\$2,266	\$2,334	\$2,404
<b>Assistants and Personal/Star Dressers</b>	n/a	\$2,000	\$2,060	\$2,122	\$2,186

- a. **Level 2 Qualification:** a majority of engagements are one week or less with no average weekly guarantee threshold. No engagement may be longer than six (6) weeks. Level 2 will sunset at the end of the third year of the contract term, provided that any tour on Level 2 as of the end of the third contract year that will be continuing in the next booking season can remain on Level 2 subject to the qualifications for this Level.

- i. **Plays**— Plays shall qualify on the same basis as Musicals. Productions open prior to July 31, 2023 shall be legaced under their existing conditions.

- b. In the event that a tour qualifies for a different Level under the AEA Touring Terms than it does under the Pink Contract Terms, the Level qualified for under the AEA Touring Terms will apply.

### 3. New York City Broadway Productions

a) Weekly Rate:

- i) July 31, 2023 minimum rates are applicable to new Productions opening after July 31, 2023:

Minimum Wages per week	7/3/2023 to 7/30/2023	7/31/2023 to 6/30/2024	7/1/2024 to 6/29/2025	6/30/2025 to 6/28/2026	6/29/2026 to 6/27/2027
<b>Heads Minimum</b>	\$1,437	\$2,800	\$3,000	\$3,200	\$3,400
<b>Assistant Minimum</b>	\$1,302	\$2,600	\$2,800	\$3,000	\$3,200

- ii) Employees on productions commencing prior to July 31, 2023, that have a weekly salary below the applicable minimum rate above shall receive an increase on July 31, 2023 equal to the lesser of \$150 or the amount necessary for them to be at the applicable July 31, 2023 minimum above; and, effective July 1, 2024, an increase equal to the lesser of \$250 or the amount necessary for them to be at the applicable July 1, 2024 minimum above. Effective as of June 30, 2025 all Employees shall have a weekly minimum rate equal to the applicable Year 3 minimum rate above.

- b) Minimum Hourly Rate, effective as of July 31, 2023:

Heads: the straight-time hourly rate then in effect for the A Rate in the IATSE Local One Broadway League or Nederlander Collective Bargaining

Agreement (as applicable based on the theater in which the production is running).

Assistants: the straight-time hourly rate then in effect for the B Rate in the IATSE Local One Broadway League or Nederlander Collective Bargaining Agreement (as applicable based on the theater in which the production is running).

## **B. Housing and Per Diem:**

### **1. Full Pink and Level 2 Touring Housing and Per Diem**

#### **a. Housing**

1. Effective with the first engagement following July 27, 2023, the production must offer one hotel choice, offering single or double occupancy housing accommodations, at Employee's option, and at no cost to Employee.
2. The Employee must declare their Place of Residence at time of hiring.
3. No less than three weeks prior to the engagement, the advance agent or company manager shall advise the Employee of the hotel (including information regarding grocery and restaurant options within one mile of the hotel, and the Employer's negotiated room rate for single occupancy, not including taxes). Employee shall advise the Employer, in writing, no later than two weeks after receiving the hotel information of the Employee's acceptance of Employer provided housing, double or single occupancy, or their declining of housing and the Employee shall arrange for Employee's own accommodations. At the time of the housing election, the Employee shall notify the Employer if they are opting in for the entire engagement or identify the dates upon which they are opting into Producer provided housing. If the Employee does not advise the Employer of acceptance of housing prior to the deadline the Employee shall be deemed to have declined housing for the entire engagement. The Employee may not change their election after the deadline and the Employee shall arrange for Employee's own accommodations. At Employer's sole discretion, Employer may accommodate a change in Employee's preference made after the deadline above for preference notification. Unless the Employee notifies the company manager of acceptance of such accommodations, the Producer shall be relieved of further responsibility. Notwithstanding the foregoing, at any time prior to arrival, the Producer may change offered housing to a comparable hotel. Employees who choose to arrange their own housing may not stay in another Employee's Producer-provided housing.
4. All hotels must be comparable to a TripAdvisor two-star class hotel, or better.

5. The Employer will make best efforts to provide hotels with interior corridors. If a hotel does not have interior corridors, the rooms provided may not be on the ground floor.
6. Best efforts shall be made to provide hotels with laundry facilities, high speed internet access at no cost to the Employees, and conveniently accessible sources of food. The Employer shall reasonably endeavor to provide hotels with gym facilities, microwaves and refrigerators. In addition, if the hotel is a property that offers loyalty points, the Employer will request that loyalty points be offered to Employees on a per room basis, with it understood that the Employer shall not be responsible if the hotel is not able or willing to offer loyalty points on such basis or the Employees are not otherwise eligible for such points based on any rules, policies or procedures of the hotel. Should the hotel agree to provide loyalty points on a per room basis, the Employees shall be responsible for coordinating their loyalty account information with the hotel directly.
7. Hotel accommodations must be available for each member of the crew regardless of race or ethnicity, color, sex, gender/gender identity or expression, transgender status, age, religion, national origin, disability status, marital/partnership status, caregiver status, victim of domestic violence, sexual orientation, veteran status or political persuasion or belief.
8. Local Information. At the commencement of each engagement on the tour (excluding "one-nighters"), Employees shall be advised where to find the following: laundry facilities, drug stores, doctors, local transportation, grocery stores, and restaurants that will be open after performances.
9. Due regard shall be given to obtaining such accommodations within a reasonable distance of the theatre. Such accommodations shall be clean and sanitary. 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, inclusive of ride shares. Employer may determine the minimum number of riders per ride share.

**b. Per Diem Rates**

1. If the Employee elects not to accept the Producer-provided housing within two weeks of the posting of the hotel information pursuant to Article Six, Section (B)(1)(a)(3), the Per Diem shall be the single occupancy Per Diem rate as defined in Article Six, Section (B)(1)(b)(2), below plus the Producer's negotiated room rate for single occupancy (not including taxes), but in no case greater than the then

applicable Per Diem Cap as defined in Article Six, Section (B)(1)(b)(4)(i).

2. If the Employee elects to accept the Producer-provided single-occupancy housing:

7/27/2023	\$64
2/5/2024	\$65
6/2/2025	\$66

3. If the Employee elects to accept the Producer provided double-occupancy housing: \$80

4. Per Diem Caps

- i. Caps:

	Low City Cap	High City Cap
7/27/2023	\$170	\$175
2/5/2024	\$171	\$176
6/2/2025	\$172	\$177

- ii. High Cities and Low Cities:

a) Engagements in San Francisco and New York (as modified by Subsection (b) below and Article Eight, Section 30), 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 above will apply. For all other engagements the Low Cities rate set forth above will apply.

b) 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.

5. 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 thirty-three percent (33%) of the single occupancy Per Diem as set forth in Article 6, Section (B)(1)(b)(2).

- b. If Employee is scheduled to arrive after 4:00 p.m., Employee will receive sixty-six (66%) single occupancy Per Diem as set forth in Article 6, Section (B)(1)(b)(2).

Should any per diem changes be negotiated between the League and AEA during the term of this Agreement, the corresponding changes shall be applied herein.

## **2. Non-Touring Per Diem**

The following provisions are applicable to all non-touring engagements (e.g., where applicable for "sit-down" engagements and Pre-Broadway tryouts):

For all non-touring engagements in San Francisco and New York (as modified by Subsection (b) below and Article Eight, Section 30), 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>Non-Touring Per Diem, Per Day</b>	
<b>High Cities</b>	<b>\$148</b>
<b>Low Cities</b>	<b>\$142</b>

Should any per diem changes be negotiated between the League and AEA in any of the categories above, during the term of this Agreement, the corresponding changes shall be applied herein.

- a) Per Diem is payable weekly when due in accordance with the provisions of this contract.
- b) 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.
- c) 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 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 member 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.

- i. Two 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.
- ii. 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.

#### **Article Seven—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:

<b>Scheduled Workdays</b>	<b>Regular Employee</b>	<b>Replacement Employee</b>
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 themselves 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 themselves 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.

### 3. Health and Welfare—

- a. Subject to (3)(b) and (4) below, the Employer agrees to contribute to the IATSE National Health and Welfare Fund the following amounts: for the period January 1, 2023 to December 31, 2023, no more than the sum of \$510.00 for each week's employment on behalf of the Employee, or \$85.00 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, 2024 to December 31, 2024, no more than the sum of \$468.00 for each week's employment on behalf of the Employee, or \$78.00 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, 2025 to December 31, 2025, no more than the sum of \$594.00 for each week's employment on behalf of the Employee, or \$99.00 per day for each day in any week in which the crew is called to work fewer than four (4) days. For the period commencing January 1, 2026 – December 31, 2026, and January 1, 2027 through June 27, 2027 the contribution rates shall be not more than the contribution rate necessary to pay the actual cost of providing the benefits agreed to by the Trustees of the Fund as determined by the Plan's actuary and reported to the Plan's Board of Trustees.
- b. Notwithstanding the rates in (3)(a) 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)(a), then the daily, weekly and prorated rates shall be reduced to the actual cost of providing said benefits accordingly.
- c. The parties agree to direct the Trustees of the IATSE National Health and Welfare Fund to review how best to mitigate the rising costs of contributions under the Fund including reviewing the benefits provided under Plan A of the Fund as well as considering a transition to the IATSE Health and Welfare Fund Plan C.

4. **Proration Health and Welfare Contributions—** Subject to 3(b) above, 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.

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-*

\$255.00 for the period January 1, 2023 to December 31, 2023,

\$234.00 for the period January 1, 2024 to December 31, 2024,

\$297.00 for the period January 1, 2025 to December 31, 2025,

TBD pursuant to 3(a) above for the period January 1, 2026 to January 1, 2027

*For two days-*

\$170.00 for the period January 1, 2023 to December 31, 2023,

\$156.00 for the period January 1, 2024 to December 31, 2024,

\$198.00 for the period January 1, 2025 to December 31, 2025,

TBD pursuant to 3(a) above for the period January 1, 2026 to January 1, 2027

*For one day-*

\$ 85.00 for the period January 1, 2023 to December 31, 2023,

\$ 78.00 for the period January 1, 2024 to December 31, 2024,

\$ 99.00 for the period January 1, 2025 to December 31, 2025,

TBD pursuant to 3(a) above for the period January 1, 2026 to January 1, 2027

In addition, when there are four (4) or more crew workdays in the week, and the regular employee is replaced for one or more days in that week, the following schedule of contributions shall apply, subject to the provisions of 3(b) above:

<b>Scheduled Workdays</b>	<b>Regular Employee 1/1/23 to 12/31/23</b>	<b>Replacement Employee 1/1/23 to 12/31/23</b>	<b>Regular Employee 1/1/24 to 12/31/24</b>	<b>Replacement Employee 1/1/24 to 12/31/24</b>
7 days	7 days-\$510	0 days \$0	7 days-\$468	0 days \$0
7 days	6 days-\$510	1 day-\$85	6 days-\$468	1 day-\$78
7 days	5 days-\$425	2 days-\$170	5 days-\$390	2 days-\$156
7 days	4 days-\$340	3 days-\$255	4 days-\$312	3 days-\$234
7 days	3 days-\$255	4 days-\$340	3 days-\$234	4 days-\$ 312
7 days	2 days-\$170	5 days-\$425	2 days-\$156	5 days-\$ 390
7 days	1 day-\$85	6 days-\$510	1 day-\$78	6 days-\$468
6 days	6 days-\$510	0 days-\$0	6 days-\$468	0 day-\$0

6 days	5 days-\$425	1 day-\$85	5 days-\$390	1 day-\$78
6 days	4 days-\$340	2 days-\$170	4 days-\$312	2 days-\$156
6 days	3 days-\$255	3 days-\$255	3 days-\$234	3 days-\$234
6 days	2 days-\$170	4 days-\$340	2 days-\$156	4 days-\$312
6 days	1 day-\$85	5 days-\$425	1 day-\$78	5 days-\$390
5 days	5 days-\$510	0 days-\$0	5 days-\$468	0 days-\$0
5 days	4 days-\$425	1 day-\$85	4 days-\$390	1 day-\$78
5 days	3 days-\$340	2 days-\$170	3 days-\$312	2 days-\$156
5 days	2 days-\$170	3 days-\$340	2 days-\$156	3 days-\$312
5 days	1 day-\$85	4 days-\$425	1 day-\$78	4 days-\$390
4 days	4 days-\$510	0 days-\$0	4 days-\$468	0 days-\$0
4 days	3 days-\$425	1 day-\$85	3 days-\$390	1 day-\$78
4 days	2 days-\$255	2 days-\$255	2 days-\$234	2 days-\$234
4 days	1 day-\$85	3 days-\$425	1 day-\$78	3 days-\$390
3 days or less	\$85 per day	\$85 per day	\$78 per day	\$78 per day

<b>Scheduled Workdays</b>	<b>Regular Employee 1/1/25 to 12/31/25</b>	<b>Replacement Employee 1/1/25 to 12/31/25</b>	<b>Regular Employee 1/1/26 to 6/30/26</b>	<b>Replacement Employee 1/1/26 to 6/30/26</b>
7 days	7 days-\$594	0 days-\$0	TBD	TBD
7 days	6 days-\$594	1 day-\$99	TBD	TBD
7 days	5 days-\$495	2 days-\$198	TBD	TBD
7 days	4 days-\$369	3 days-\$297	TBD	TBD
7 days	3 days-\$297	4 days-\$396	TBD	TBD
7 days	2 days-\$198	5 days-\$495	TBD	TBD
7 days	1 day-\$99	6 days-\$594	TBD	TBD

6 days	6 days-\$594	0 days-\$0	TBD	TBD
6 days	5 days-\$495	1 day-\$99	TBD	TBD
6 days	4 days-\$396	2 days-\$198	TBD	TBD
6 days	3 days-\$297	3 days-\$ 297	TBD	TBD
6 days	2 days-\$198	4 days-\$396	TBD	TBD
6 days	1 day-\$99	5 days-\$495	TBD	TBD
5 days	5 days-\$594	0 days-\$0	TBD	TBD
5 days	4 days-\$495	1 day-\$99	TBD	TBD
5 days	3 days-\$396	2 days-\$198	TBD	TBD
5 days	2 days-\$198	3 days-\$ 396	TBD	TBD
5 days	1 day-\$99	4 days-\$362.50	TBD	TBD
4 days	4 days-\$594	0 days-\$0	TBD	TBD
4 days	3 days-\$495	1 day-\$99	TBD	TBD
4 days	2 days-\$297	2 days-\$297	TBD	TBD
4 days	1 day-\$99	3 days-\$495	TBD	TBD
3 days or less	\$99 per day	\$99 per day	TBD	TBD

For example, during a 6-day week if a regular crew member replaces themselves for one day in a week, the Employer will make a Health and Welfare benefit contribution of \$425 on behalf of the regular Employee and \$85 on behalf of the replacement (based on contribution rates in effect from January 1, 2023 to December 31, 2023). For example, 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 the then-current daily rate, 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 5-day week and based on the rates in effect from January 1, 2023 to December 31, 2023, if a regular crew member replaces themselves for one performance on a two performance day, the regular crew member will receive a benefit contribution of \$425 and the replacement will receive \$85.

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.

## 5. **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 (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 (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.

## 6. **Annuity Fund**

- a. 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. 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 League and Disney Theatrical Productions 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.
7. The Producer 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 within fourteen (14) days following the end of the workweek and received by the Funds within (21) twenty-one days, 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.
8. The Producer 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.

## 9. Training Trust

- a. The Employer agrees to contribute sixty five dollars (\$65.00) per performance week for all Full Pink Contract productions (Broadway and touring productions) to the IATSE Entertainment and Exhibition Industries Training Trust Fund (the "Training Trust Fund"). It is acknowledged and agreed that this contribution obligation shall not apply to Modified or SET Pink tours (other than when the Full Pink Contract terms apply to such tours during an engagement in New York City as set out below).
- 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, PO BOX 51317 Los Angeles, CA 90051-5617.
- 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.

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

## Article Eight—General Conditions – Full Pink Contract

1. Air travel shall be on a first-class carrier, which shall include charter transportation. 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. The Employer will make reasonable efforts to ensure that all non-charter air travel shall be on a pre-confirmed seating assignment basis.
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 Seven for Full Pink Contracts.

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, except as provided for in Article Eight (24).
  - b. All work on load outs that follow a performance on a one performance day, where the Employee has worked the performances that 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. "Official opening" shall be defined as:
    - i. When a show is in a city in which it is teching, the official opening in that city is as determined by the Producer.
    - ii. In the first 3 engagements of a tour after the tech process is completed, official opening shall be as determined by the producer, but no later than the 3rd paid public performance.
    - iii. For all engagements thereafter, official opening shall be as determined by the Producer, but no later than the 2nd paid public performance.
    - iv. The covered employees shall be notified no later than 7 days prior to the first paid public performance in each city.

This shall not apply to official Broadway openings or "Pre-Broadway" tryouts.

- d. All work prior to the official opening in any city that exceeds eleven (11) hours in one (1) day.
- e. All work over eleven (11) hours on load outs that are on a different day from any performance.
- f. (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 terms of Article 8, Section 3(f)(1) above shall continue to apply), the following payments shall apply in lieu of the 1/6 of the actual weekly salary provided in 3(f)(1) above:
  - (a) Effective July 4, 2016 for (i) Full Pink Contract Tours; (ii) Broadway Musicals; and (iii) beginning with the twenty-fifth (25th) week after Official Opening, Broadway Plays: For all authorized nonperformance

calls after 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.

(b) Terms in effect as of June 30, 2019, remain in effect for all Broadway Plays and for the duration of any (i) Full Pink Contract Tours; and (ii) Broadway Musicals running as of September 7, 2020.

(c) Effective September 7, 2020: For new productions which start running on or after September 7, 2020 of (i) Full Pink Contract Tours; and (ii) Broadway Musicals: For all authorized nonperformance calls after the official opening, in any city (i) hours worked up to eight (8) 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 (1½) times one-fortieth (1/40th) of actual weekly salary. Load outs, presets, and sound checks are excluded from this provision.

(d) Productions which have agreed to make payments beginning with the first nonperformance hour (overscale) after official opening in any city shall continue to do so.

4. An additional time and one-half (1½) of one-sixth (1/6) of the actual weekly salary shall be paid for all work on the seventh (7th) day.
  - a. All work over eleven (11) hours on the day of official opening inclusive of the performance shall be paid at time and one half of 1/40<sup>th</sup> of actual weekly salary per hour (a 1/6<sup>th</sup> shall be not due).
  - b. For work on load outs that follow a performance on a two (or more) performance day, where the Employee has worked the performances that day, an additional time and one-half (1½) of one fortieth (1/40th) of actual weekly salary shall be paid for each hour of such load out. Any agreement existing between Employee and the Company prior to 7/31/2023 remains intact and unaffected.
5. 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 and Makeup Artists and Hairstylists shall not receive this Travel Call Payment if they are

receiving payment for travel on the seventh day per Article 11 Section 1(a) for Wardrobe employees or the provisions below for Makeup Artists and Hairstylists.

Makeup Artists and Hairstylists shall receive an additional one-sixth (1/6th) of the actual weekly salary for all travel on the seventh day.

6. For (i) 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") or (ii) a Pink Contract Employee who will work in the theater on an Advance Pink Contract (a "Advance Pink Contract 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, or the Employee's first day of work in a rehearsal studio, if sooner, as required per the schedule established by the Employer.
  - a. An Employee other than a Pink Contract Running Crew Employee or Advance Pink Contract 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 or Advance Pink Contract 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. 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 one less than 1/6<sup>th</sup> of the applicable (Full, Level 2, Broadway, Modified or SET) minimum weekly salary. 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

For each day of work during an Employee's Pre-Production Work Period:

- i. For each Pink Contract Running Crew Employee or Advance Pink Contract Employee, a daily Pension, Health & Welfare and Annuity contribution shall be made at 1/6<sup>th</sup> of the applicable (Full, Level 2, Broadway, 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, Level 2, Broadway, 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 (c)(3)(i).

- iii. 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.

7. Employer agrees to pay for services rendered prior to date set for opening under terms provided herein.
8. Employer agrees to give in writing two (2) 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.

9. Drunkenness, drug abuse, dishonesty, or gross incompetence shall be sufficient reason for the immediate cancellation of an Employee's employment.
10. 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.
11. 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' employment being terminated by the Producer.
12. 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 airline weight limitations, each way. If the Producer does not provide the Employee with a trunk, the Employee may have two (2) bags; if travel is by air, the Employee may have two (2) checked bags within applicable airline weight limitation per bag, each way.
13. Employer agrees to recognize the Employees' employment 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.
14. Employees shall be covered by this contract 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, Juneteenth-National Independence 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 (1½) 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 one-sixth (1/6) of actual weekly salary. 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 themselves for any reason from a work call or performance on such holiday.
15. Employer agrees to fill any vacancy that may occur under this contract at once.

16. 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, and the Employee being replaced shall have deducted from their salary no more than one eighth (1/8). Replacements on Broadway will be paid no less than 1/8th of the then current applicable minimum rate per performance of the Employee being replaced. Shows open as of March 7, 2016 will be legacied at the current practice.

17. Layoffs:

- a) Based on a tour's 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 weeks in the booking season, rounded to the nearest week.
- b) A production may take up to an additional four (4) weeks of layoff by providing full Per Diem (the single occupancy per diem rate in Article Six, Section (B)(1)(b)(2), Health contributions on behalf of each Employee, and the Employee shall accrue sick leave.
- c) 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.
- d) No layoff shall be longer than four (4) weeks.
- e) 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):
  - i. A layoff taken within the twenty-five percent (25%) (as in Paragraph (a), immediately above) shall be considered a "per diemed layoff" with Per Diem, Health and sick leave accrual per Paragraph (b), immediately above.
  - ii. For a layoff taken beyond the twenty-five percent (25%) (as in Paragraph (a), immediately above), full salary, benefits, and per diem shall be due.
- d) In the event of a lay-off, Producer 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 Producer is not required to reimburse Employee's transportation costs or pay the Employee the monies they would have spent transporting the Employee.
- e) For Full and Level 2 tours the Employer will provide three (3) days of Health contributions for each full layoff week, and, after six weeks of layoffs, for each additional full layoff week thereafter the Employer will provide the three (3)

days of the Health contributions and Per Diem at the single occupancy Article Six, Section (B)(1)(b)(2), rate.

18. Employer agrees to pay a penalty of \$40.00 for each hour worked without a meal break or a meal provided after five (5) hours from the beginning of the call or the previous meal break. A "meal break or meal provided" shall mean either a one (1) hour break without a meal provided or a one-half ( $\frac{1}{2}$ ) hour break with a meal provided.
19. Employer agrees to provide three (3) days paid bereavement leave, including making applicable Health and Pension contribution payments, in the event of the death of an immediate family member (spouse, domestic partner, children, parents, siblings, parental in-laws, grandparents and grandchildren).
20. 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. Sick day payments will include making applicable benefits and shall be paid and deducted as one sixth ( $\frac{1}{6}^{\text{th}}$ ) for each day missed. 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  $\frac{1}{6}$  of actual weekly salary per unused day, at the Employee's option. Benefit contributions shall not be required with respect to the payout of unused sick days at the end of each contract year. The Employer may require proof of illness. The parties agree to waive the provisions of the New York State Sick Leave Act Labor Law Section 196-b and the New York City Earned Safe and Sick Time Act.
21. 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.
22. 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.
23. Performance Schedule
  - a. 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. At the beginning and end of the tour, there may be a six-week performance period in which the Producer may schedule up to forty-eight (48) performances. In any case, no more than ten (10) performances may be scheduled in any one (1) week period. An additional one-sixth ( $\frac{1}{6}$ ) of actual weekly salary shall be paid for each performance in excess of thirty-two (32) during the four (4)-week period (or forty-eight (48) during the six (6)-week period at the beginning and end of the tour). Other premiums shall not be affected.

- b. The Producer may change the performance schedule with one (1) week's written notice, but the scheduled day off cannot be altered with less than two (2) weeks' notice.
- c. Curtain time may be modified by up to one hour at any time with no notice.
- d. No more than nine (9) performances may be scheduled in any one performance week for Full and Level Two tours.
- e. For Broadway: (i) Upon notice to and agreement by the I.A.T.S.E., which shall not be unreasonably withheld, when a production changes its performance schedule to nine performances in one week and seven performances in a contiguous week, no additional compensation will be required for the ninth performance so long as the Employee receives one day off (no services or travel) between the two 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.
- (ii) During a two-week period, which shall include Christmas Eve and/or Christmas Day, if a schedule change results in nine performances in one of those weeks and seven performances in the other contiguous week, no additional compensation will be required for the ninth performance provided that Employees have a day off on either December 24 or December 25. Notice shall be sent to IATSE of the schedule change.
- (iii) 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 two (2) weeks without incurring any penalty or premium, so long as no more than two (2) performances per day/nine (9) performances per week are scheduled.

24. Rest Periods on Tour: At least once in every four (4) weeks of a booking season, each full-time Pink Contract Employee (not Advance Employees) will have a rest period free from work and travel of twenty-four (24) hours (or eighteen (18) hours if the rest period begins during any time from the beginning of load-out through the completion of load-in prior to first performance), as designated by the Employer, provided that the Employee has not had (and does not have scheduled) vacation, personal leave or a layoff during the four (4) week period. If the rest period is not given to an Employee, a penalty of 1/6<sup>th</sup> of applicable minimum salary for the applicable touring level will be paid to that Employee.

25. The Employee agrees to accept engagement under terms provided in this Agreement and give exclusive service in the capacity stipulated 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 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.

26. The Employee agrees to give two (2) weeks' notice in writing of resignation.
27. 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 effective date.
28. The Employee agrees to abide by the rules and regulations covering rehearsals and performances as made by the Producer, insofar as they do not conflict with this Agreement.
29. 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, Level 2, 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 Article Six (B)(2)(b) 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 Article Six (B)(2)(b) 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).
30. Tours that are transitioning from Full or Level 2 to Modified, or Full or Level 2 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.
31. Travel Reimbursement
  - a. When air travel is required, no less than two weeks prior to the engagement, the advance agency or company manager shall advise the Employee of the flight information, including the Employer's negotiated rate for the flight. Employees will be notified at least three days before information on proposed flight (including date and cost) will be given to Employee. Within twenty-four (24) hours of receiving notification of the flight information and cost, Employee shall advise the Employer of the Employee's acceptance of the Employer-provided flight, or the Employee's

preference to arrange for Employee's own travel. Notwithstanding the foregoing, at any time prior to travel, the Employer may change the offered flight to a comparable flight.

If the Employee does not accept the Employer-provided flight within twenty-four (24) notification to the Employee of the flight information pursuant to the above, the Employer shall be relieved of responsibility for arranging travel for the Employee. If the Employee elects to arrange their own travel, Employer shall reimburse the Employee for the cost of their travel, up to the cost of the Employer-provided flight, including taxes.

b. **Baggage Reimbursement**

If the Employee elects not to accept the Employer-provided flight within twenty-four (24) hours of posting of the flight information pursuant to the above, and instead elects to arrange their own flight, Employer shall reimburse the Employee, for the costs of their checked baggage up to the amount paid per Employee electing to accept the Employer-provided flight.

32. Government or Employer mandated training time will be paid at one fortieth (1/40th) of actual weekly salary, on an hourly basis (so after the first hour it will be two hours and so forth). If employees are on a call already, there is no double pay if the training happens during that call (i.e., employees will not be paid for training hour(s) on top of the other call's hours). For productions for which no additional payment is required for nonperformance calls that are not in excess of four (4) hours per week, such time will be counted towards the four (4) hours, and no additional payment is due if the training occurs during those four (4) hours. Best efforts will be made for training to be contiguous with any other call in the workday.

33. Productions will apply the provisions of New York State Paid Family Leave Law for running crew employees.

### **Article Nine—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%).

#### **Article Ten—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 I.A.T.S.E. Political Action Committee (I.A.T.S.E. PAC) within ten (10) calendar days of the deduction. Along with the check, the Employer will provide the I.A.T.S.E. 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 Eleven—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 Seven, Section 5(b) (Vacation Plan) all terms and conditions of this Agreement apply to all 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 (7th) 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. "Official opening" shall be defined as:
    - i. When a show is in a city in which it is teching, the official opening in that city is as determined by the Producer.
    - ii. In the first 3 engagements of a tour after the tech process is completed, official opening shall be as determined by the producer, but no later than the 3rd paid public performance.
    - iii. For all engagements thereafter, official opening shall be as determined by the Producer, but no later than the 2nd paid public performance.

- iv. The covered employees shall be notified no later than 7 days prior to the first paid public performance in each city.

This shall not apply to official Broadway openings or "Pre-Broadway" tryouts.

- c. For all performances scheduled after midnight.
2. The Employer agrees to use reasonable efforts to provide a suitable wardrobe room as well as a separate suitable hair and makeup 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. This provision shall not be arbitrable.
3. a) Wardrobe Employees: Whenever any costume is made, produced or executed by a Wardrobe Employee whether it be 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 rate not less than 1/40<sup>th</sup> of the weekly salary per hour for such Employee. The work to be done and the amount of time necessary for such work shall be pre-approved by the Employer.  
  
b) Hair and Make-up Employees: Whenever a haircut, wig or wig front or hair piece is produced from scratch or where a special effects makeup piece (e.g. but not limited to prosthetic makeup piece, or prosthetic teeth) is produced from scratch whether it be a duplicate of a piece already used in the show or additional piece requested by Management or whenever a tattoo is designed from scratch, such Employee shall be paid additional compensation, in addition to the regular salary, at a rate not less than 1/40<sup>th</sup> of the weekly salary per hour for such Employee. The work to be done and the amount of time necessary for such work shall be pre-approved by the Employer.
4. 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 Twelve—Projection Programmer**

Should the Producer retain a "Projection Programmer" to program projections on a console/board for a show in a Broadway theater, the Producer will retain such person under the terms of this Agreement applicable to a Traveling Stage Employee.

1. The Producer shall not be limited in any way as to whom it may retain as a "Projection Programmer". Without limiting the foregoing, the parties recognize that the Producer shall be free to hire for the position of Projection 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 is not a member of any I.A.T.S.E. local, I.A.T.S.E. shall issue such person a union card.
  3. The Producer and the Projection 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 Producer shall pay the Projection 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.
  4. The Producer and the Projection 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 shall not be deemed part of the permanent running crew nor shall he/she be counted as part of the yellow card for any production.
  6. The Producer 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 Thirteen—Automated Lighting System Programmers**

On a show in which Vari\*Lite or another automated lighting system may be utilized, the Producer will retain an "Automated Lighting Programmer" who will be retained pursuant to a pink contract (Traveling Stage Employee).

1. The Producer shall not be limited in any way as to whom it may retain as an "Automated Lighting Programmer". Without limiting the foregoing, the parties recognize that the Producer shall be free to hire for the position of Automated Lighting Programmer without regard to the programmer's:
  - Union affiliation;
  - Geographic location; or
  - Citizenship or domicile
2. In the event the person selected as the Automated Lighting Programmer is not a member of any I.A.T.S.E. local, I.A.T.S.E. shall issue such person a union card.
3. The Producer and the Automated Lighting Programmer are free to negotiate terms and conditions of employment as they see fit, without restriction to or limitation by the terms of the pink contract, except that the Producer shall pay the Automated Lighting Programmer no less than the minimum weekly salary required under the

pink contract and make all required contributions to the Pension, Health, Vacation, and Annuity Funds.

4. The Producer and the Automated Lighting 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 Automated Lighting Programmer shall not be deemed part of the permanent running crew nor shall they be counted as part of the yellow card for any production.
6. The Producer shall, upon their execution, remit copies of any pink contract and any rider(s) that it may negotiate with the Automated Lighting Programmer to I.A.T.S.E.

#### **Article Fourteen – Property Supervisors**

Should the Producer retain a Property Supervisor to perform covered work in a Broadway theatre, the Producer will retain such person under the terms of this Agreement unless such person has been retained under the terms of an Agreement with another I.A.T.S.E. Local.

1. The Producer shall not be limited in any way as to whom it may retain as a “Property Supervisor”. Without limiting the foregoing, the parties recognize that the Producer shall be free to hire for the position of Property Supervisor without regard to the individual's:

- Union affiliation;
- Geographic location; or
- Citizenship or domicile

2. In the event the person selected as the Property Supervisor is not a member of any I.A.T.S.E. local, I.A.T.S.E. shall issue such person a union card.

3. The Producer and the Property Supervisor 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 Producer shall pay the Property Supervisor 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.

4. The Producer and the Property Supervisor 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 Property Supervisor shall not be deemed part of the permanent running crew nor shall he/she be counted as part of the yellow card for any production.

6. The Producer shall, upon their execution, remit copies of any pink contract and any rider(s) that it may negotiate with the Property Supervisor to I.A.T.S.E.

## **Article Fifteen—Modified Pink Contract Terms for Qualifying Touring Productions**

### **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 and 8 through 9 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 Touring Agreement for Level 3 Tours shall be no more than:

Effective 2/6/23	Effective 2/5/24	Effective 6/2/25
\$394,000	\$409,760	\$426,150

For Year 4, the threshold will be equal to the threshold agreed to for such year between the League and AEA in the next League—AEA Touring collective bargaining agreement for AEA Touring Level 3 (or equivalent as negotiated by the parties).

2. **Plays**— Plays shall qualify on the same basis as Musicals. Productions open prior to July 31, 2023 shall be legaced under their existing conditions.
3. 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 \$3,250 effective 2/6/23, \$3,380 effective 2/5/24, \$3,515 effective 6/2/25 and \$3,620 in Year 4 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.
4. The production's initial itinerary must provide that a majority of its engagements are one week or less.
5. 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; and
  - (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.
6. Trucking credit: The producers 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. All Modified Pink Contract Tours shall provide the following information to the I.A.T.S.E.:
- a. Weekly box office statements/settlements signed by the Producer's representative and the Presenter's representative, to the extent available;
  - b. Unaudited profit and loss statements;
  - c. Audited profit and loss statements, if produced;
  - d. 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, 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 the investors.

The I.A.T.S.E. shall enjoy the same expedited arbitration and audit rights contained in the 2015-2019 Broadway League—AEA Production Contract.

- e. The Director of Labor Relations for The Broadway League, the League's auditor/accountant, the Director of Labor Relations for Disney Theatrical Productions, IATSE Vice President and Stagecraft Director, Michael Barnes, and IATSE Accountant, James Heinzman, or those designated by the foregoing, will meet to determine relevant data/information to be provided in the event of an audit of a touring production regarding the payment of overage under the Agreement.
8. In the event that a tour qualifies for a different Level under the AEA Touring Terms than it does under the Pink Contract Terms, the Level qualified for under the AEA Touring Terms will apply.

9. Notwithstanding other provisions of this Agreement, if a production is touring under the Actors' Equity Level 1 or Level 2 Touring Terms (not on AEA Level 3-7 Touring Terms), the Full or Level 2 Pink Contract terms, as applicable, 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>7/3/2023 to 7/30/2023</b>	<b>7/31/2023 to 6/30/2024</b>	<b>7/1/2024 to 6/29/2025</b>	<b>6/30/2025 to 6/28/2026</b>	<b>6/29/2026 to 6/27/2027</b>
<b>Heads of Department</b>	\$1,241	\$1,800	\$1,854	\$1,910	\$1,967
<b>Assistants and Personal/Star Dressers</b>	\$1,104	\$1,600	\$1,648	\$1,697	\$1,748

- July 31, 2023 minimum rates are applicable to new tours that start after July 31, 2023.
  - Effective July 1, 2024: 3% increase on the minimum wage rates as set forth above. Employees on tours commencing prior to 7/31/23 that have a weekly salary below the applicable minimum rate above shall receive a 3% increase.
  - Effective June 30, 2025: 3% increase on the then-applicable minimum wage rates as set forth above. Employees on tours commencing prior to 7/31/23 that have a weekly salary below the applicable minimum rate shall receive an increase equal to the amount necessary to reach the applicable Year 3 minimum rate.
  - Effective June 29, 2026: 3% increase on the then-applicable minimum wage rates as set forth above.
- 3) Air travel shall be on a first class carrier, which shall include charter transportation. 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. The Employer will make reasonable efforts to ensure that all non-charter air travel shall be on a pre-confirmed seating assignment basis.
- 4) 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 Fifteen, Section (B)35-38 and Article Seven, Section 4.

- 5) An additional one-sixth (1/6) of the actual weekly salary shall be paid under the following circumstances:
- a. Performances in excess of eight (8) in a week shall be governed by Article Fifteen (25).
  - b. All work on load outs that follow a performance on a one performance day where the Employee has worked the performances that 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. Any existing agreement between Employee and the Company remains intact and unaffected.
  - 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. "Official opening" shall be defined as:
    - i. When a show is in a city in which it is teching, the official opening in that city is as determined by the Producer.
    - ii. In the first 3 engagements of a tour after the tech process is completed, official opening shall be as determined by the producer, but no later than the 3rd paid public performance.
    - iii. For all engagements thereafter, official opening shall be as determined by the Producer, but no later than the 2nd paid public performance.
    - iv. The covered employees shall be notified no later than 7 days prior to the first paid public performance in each city.
  - d. All work on the seventh (7<sup>th</sup>) day. This additional one-sixth (1/6<sup>th</sup>) shall be subject to the relevant Vacation and Annuity contributions.
  - e.
    - (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 terms of 5(e)(1) above shall continue to apply), the following payments shall apply in lieu of the of the 1/6 of the actual weekly salary provided in 5(e)(1) above:

- (a) Effective September 4, 2017 for Modified Pink Contract touring productions: For all authorized nonperformance calls after official opening, in any city (i) hours worked in excess of four (4) hours worked per week shall be compensated at one-fortieth (1/40<sup>th</sup>) 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 (1½) times one-fortieth (1/40<sup>th</sup>) of actual weekly salary. Load outs, presets, and sound checks are excluded from this provision.
  - (b) Terms in effect as of June 30, 2019 for Modified Tours, remain in effect for the duration of any production running prior to June 27, 2022, inclusive of any production stepping down from Full Pink Touring to Modified and/or to SET Touring.
  - (c) Effective June 27, 2022: For new Modified Pink Contract Tours which start running on or after June 27, 2022: For all authorized nonperformance calls after the official opening, in any city (i) hours worked up to eight (8) shall be compensated at one-fortieth (1/40<sup>th</sup>) 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 (1½) times one-fortieth (1/40<sup>th</sup>) of actual weekly salary. Load outs, presets, and sound checks are excluded from this provision.
  - (d) Productions which have agreed to make payments beginning with the first nonperformance hour (overscale) after official opening in any city shall continue to do so.
- 6) An additional one and one-half (1½) of one fortieth (1/40<sup>th</sup>) 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. "Official opening" shall be defined as:
    - (1) When a show is in a city in which it is teching, the official opening in that city is as determined by the Producer.
    - (2) In the first 3 engagements of a tour after the tech process is completed, official opening shall be as determined by the producer, but no later than the 3rd paid public performance.
    - (3) For all engagements thereafter, official opening shall be as determined by the Producer, but no later than the 2nd paid public performance.

- (4) The covered employees shall be notified no later than 7 days prior to the first paid public performance in each city.
  - b) All work over eleven (11) hours on the day of official opening inclusive of the performance.
  - c) For each hour which exceeds eleven (11) on loadouts which are on a different day from any performance.
  - d) For work on load outs that follow a performance on a two (or more) performance day, where the Employee has worked the performances that day, for each hour of such load out. Any agreement existing between Employee and the Company prior to 7/31/2023 remains intact and unaffected.
- 7) 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, Juneteenth-National Independence 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.
- 8) 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 and Makeup Artists and Hairstylists shall not receive this payment if they are receiving payment for travel on the seventh day per Article 11 Section 1(a) with respect to Wardrobe employees and the provisions below of this paragraph with respect to Makeup Artists and Hairstylists. Makeup Artists and Hairstylists shall receive an additional one-sixth (1/6<sup>th</sup>) of the actual weekly salary for all travel on the seventh day.
- 9) For (i) 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") or (ii) a Pink Contract Employee who will work in the theater on an Advance Pink Contract (a "Advance Pink Contract 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 or the Employee's first day of work in a rehearsal studio, if sooner, as required per the schedule established by the Employer.
- a. An Employee other than a Pink Contract Running Crew Employee or Advance Pink Contract 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 or Advance Pink Contract 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. 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 one less than 1/6<sup>th</sup> of the applicable (Full, Level 2, Modified or SET) minimum weekly salary. 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

For each day of work during an Employee's Pre-Production Work Period:

- i. For each Pink Contract Running Crew Employee or Advance Pink Contract Employee, a daily Pension, Health & Welfare and Annuity contribution shall be made at 1/6<sup>th</sup> of the applicable (Full, Level 2, 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, Level 2, 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 (c)(3)(i).

- iii. 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.
- 10) Employer agrees to pay for services rendered prior to date set for opening under terms provided herein.
- 11) Employer agrees to give in writing two (2) 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.
- 12) Drunkenness, drug abuse, dishonesty, or gross incompetence shall be sufficient reason for the immediate cancellation of an Employee's employment.
- 13) 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.
- 14) 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' employment being terminated by the Producer.
- 15) 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 airline weight limitations, each way. If the Producer does not provide the Employee with a trunk, the Employee may have two (2) bags; if travel is by air, the Employee may have two (2) checked bags within applicable airline weight limitation per bag, each way.
- 16) Employer agrees to recognize the Employees' employment 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.

- 17) Employees shall be covered by this contract as long as the attraction is offered to the public, whether on the road or during the run in any city.
- 18) Employer agrees to fill any vacancy that may occur under this contract at once.
- 19) 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, and the Employee being replaced shall have deducted from their salary no more than one eighth (1/8).
- 20) Layoffs:
  - a) Based on a tour's 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 weeks in the booking season, rounded to the nearest week.
  - b) A production may take up to an additional four (4) weeks of layoff by providing full Per Diem (the single occupancy per diem rate in Article Fifteen, Section (B)(34)(B)(2)). Health contributions on behalf of each Employee, and the Employee shall accrue sick leave.
  - c) 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.
  - d) No layoff shall be longer than four (4) weeks.
  - e) 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):
    - i. A layoff taken within the twenty-five percent (25%) (as in Paragraph (a), immediately above) shall be considered a "per diemed layoff" with Per Diem, Health and sick leave accrual per Paragraph (b), immediately above.
    - ii. For a layoff taken beyond the twenty-five percent (25%) (as in Paragraph (a), immediately above), full salary, benefits, and per diem shall be due.
  - f) In the event of a lay-off, Producer 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 Producer is not required to reimburse Employee's transportation costs or pay the Employee the monies they would have spent transporting the Employee.

- g) For Modified tours the Employer will provide three (3) days of Health contributions for each full layoff week, and, after six weeks of layoffs, for each additional full layoff week thereafter the Employer will provide the three (3) days of the Health contributions and Per Diem at the single occupancy Article Fifteen, Section (B)(34)(B)(2) rate.
- 21) Employer agrees to pay a penalty of \$40.00 for each hour worked without a meal break or a meal provided after five (5) hours from the beginning of the call or the previous meal break. A "meal break or meal provided" shall mean either a one (1) hour break without a meal provided or a one-half (½) hour break with a meal provided.
- 22) Employer agrees to provide three (3) days paid bereavement leave including making applicable Health and Pension contribution payments, in the event of the death of an immediate family member (spouse, domestic partner, children, parents, siblings, parental in-laws, grandparents and grandchildren).
- 23) 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. Sick day payments will include benefits and shall be paid and deducted as one sixth (1/6th) for each day missed. 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 1/6 of actual weekly salary per unused day, at the Employee's option. Benefit contributions shall not be required with respect to the payout of unused sick days at the end of each contract year. The Employer may require proof of illness. The parties agree to waive the provisions of the New York State Sick Leave Act Labor Law Section 196-b and the New York City Earned Safe and Sick Time Act.
- 24) 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.
- 25) Performance Schedule
- a. 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. At the beginning and end of the tour, there may be a six-week performance period in which the Producer may schedule up to forty-eight (48) performances. In any case, no more than ten (10) performances may be scheduled in any one (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 (or forty-eight (48) during the six (6)-week period at the beginning and end of the tour). Other premiums shall not be affected.

- b. The Producer may change the performance schedule with one (1) week's written notice, but the scheduled day off cannot be altered with less than two (2) weeks' notice.
  - c. Curtain time may be modified by up to one hour at any time with no notice.
- 26) The Employee agrees to accept engagement under terms provided in this Agreement and give exclusive service in the capacity stipulated 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 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.
- 27) The Employee agrees to give two (2) 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 effective date.
- 29) The Employee agrees to abide by the rules and regulations covering rehearsals and performances as made by the Producer, 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 Level 2, 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, Level 2, 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 Article Six (B)(2)(b) 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 in Article Six (B)(2)(b) 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).
- 31) Tours that are transitioning from Full or Level 2 to Modified, or Full or Level 2 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.

32) Travel Reimbursement

- a) When air travel is required, no less than two weeks prior to the engagement, the advance agency or company manager shall advise the Employee of the flight information, including the Employer's negotiated rate for the flight. Employees will be notified at least three days before information on proposed flight (including date and cost) will be given to Employee. Within twenty-four (24) hours of receiving notification of the flight information and cost, Employee shall advise the Employer of the Employee's acceptance of the Employer-provided flight, or the Employee's preference to arrange for Employee's own travel. Notwithstanding the foregoing, at any time prior to travel, the Employer may change the offered flight to a comparable flight.

If the Employee does not accept the Employer-provided flight within twenty-four (24) hours of notification to the Employee of the flight information pursuant to the above, the Employer shall be relieved of responsibility for arranging travel for the Employee. If the Employee elects to arrange their own travel, Employer shall reimburse the Employee for the cost of their travel, up to the cost of the Employer-provided flight, including taxes.

- b) Baggage Reimbursement

If the Employee elects not to accept the Employer-provided flight within twenty-four (24) hours of posting of the flight information pursuant to the above, and instead elects to arrange their own flight, Employer shall reimburse the Employee, for the costs of their checked baggage up to the amount paid per Employee electing to accept the Employer-provided flight.

- 33) Government or Employer mandated training time will be paid at one fortieth (1/40th) of actual weekly salary, on an hourly basis (so after the first hour it will be two hours and so forth). If employees are on a call already, there is no double pay if the training happens during that call (i.e., employees will not be paid for training hour(s) on top of the other call's hours). For productions for which no additional payment is required for nonperformance calls that are not in excess of four (4) hours per week, such time will be counted towards the four (4) hours and no additional payment is due if the training occurs during those four (4) hours. Best efforts will be made for training to be contiguous with any other call in the workday.

34) Housing and Per Diem:

A. Housing

1. Effective with the first engagement following July 27, 2023, the production must offer one hotel choice, offering single or double occupancy housing accommodations, at Employee's option, and at no cost to Employee.

2. The Employee must declare their Place of Residence at time of hiring.
3. No less than three weeks prior to the engagement, the advance agent or company manager shall advise the Employee of the hotel (including information regarding grocery and restaurant options within one mile of the hotel, and the Employer's negotiated room rate for single occupancy, not including taxes). Employee shall advise the Employer, in writing, no later than two weeks after receiving the hotel information of the Employee's acceptance of Employer provided housing, double or single occupancy, or their declining of housing and the Employee shall arrange for Employee's own accommodations. At the time of the housing election, the Employee shall notify the Employer if they are opting in for the entire engagement or identify the dates upon which they are opting into Producer provided housing. If the Employee does not advise the Employer of acceptance of housing prior to the deadline the Employee shall be deemed to have declined housing for the entire engagement. The Employee may not change their election after the deadline and the Employee shall arrange for Employee's own accommodations. At Employer's sole discretion, Employer may accommodate a change in Employee's preference made after the deadline above for preference notification. Unless the Employee notifies the company manager of acceptance of such accommodations, the Producer shall be relieved of further responsibility. Notwithstanding the foregoing, at any time prior to arrival, the Producer may change offered housing to a comparable hotel. Employees who choose to arrange their own housing may not stay in another Employee's Producer-provided housing.
4. All hotels must be comparable to a TripAdvisor two-star class hotel, or better.
5. The Employer will make best efforts to provide hotels with interior corridors. If a hotel does not have interior corridors, the rooms provided may not be on the ground floor.
6. Best efforts shall be made to provide hotels with laundry facilities, high speed internet access at no cost to the Employees, and conveniently accessible sources of food. The Employer shall reasonably endeavor to provide hotels with gym facilities, microwaves and refrigerators. In addition, if the hotel is a property that offers loyalty points, the Employer will request that loyalty points be offered to Employees on a per room basis, with it understood that the Employer shall not be responsible if the hotel is not able or willing to offer loyalty points on such basis or the Employees are not otherwise eligible for such points based on any rules, policies or procedures of the hotel. Should the hotel agree to provide loyalty points on a per room basis, the Employees shall be responsible for coordinating their loyalty account information with the hotel directly.

7. Hotel accommodations must be available for each member of the crew regardless of race or ethnicity, color, sex, gender/gender identity or expression, transgender status, age, religion, national origin, disability status, marital/partnership status, caregiver status, victim of domestic violence, sexual orientation, veteran status or political persuasion or belief.
8. Local Information. At the commencement of each engagement on the tour (excluding "one-nighters"), Employees shall be advised where to find the following: laundry facilities, drug stores, doctors, local transportation, grocery stores, and restaurants that will be open after performances.
9. Due regard shall be given to obtaining such accommodations within a reasonable distance of the theatre. Such accommodations shall be clean and sanitary. 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, inclusive of ride shares. Employer may determine the minimum number of riders per ride share.

#### B. Per Diem Rates

1. If the Employee elects not to accept the Producer-provided housing within two weeks of the posting of the hotel information pursuant to Article Fifteen, Section (B)(34)(A)(3), the Per Diem shall be the single occupancy Per Diem rate as defined in Article Fifteen, Section (B)(34)(B)(2), below plus the Producer's negotiated room rate for single occupancy (not including taxes), but in no case greater than the then applicable Per Diem Cap as defined in Article Fifteen, Section (B)(34)(B)(4)(i).
2. If the Employee elects to accept the Producer-provided single-occupancy housing:

7/27/2023	\$64
2/5/2024	\$65
6/2/2025	\$66

3. If the Employee elects to accept the Producer provided double-occupancy housing: \$80

#### 4. Per Diem Caps

##### i. Caps:

	Low City Cap	High City Cap
7/27/2023	\$170	\$175
2/5/2024	\$171	\$176
6/2/2025	\$172	\$177

##### ii. High Cities and Low Cities:

a) Engagements in San Francisco and New York (as modified by Subsection (b) below and Article Eight, Section 30), 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 above will apply. For all other engagements the Low Cities rate set forth above will apply.

b) 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.

#### 5. 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 thirty-three percent (33%) of the single occupancy Per Diem as set forth in Article Fifteen, Section(B)(34)(B)(2).
- b. If Employee is scheduled to arrive after 4:00 p.m., Employee will receive sixty-six (66%) single occupancy Per Diem as set forth in Article Fifteen, Section(B)(34)(B)(2).

Should any per diem changes be negotiated between the League and AEA during the term of this Agreement, the corresponding changes shall be applied herein.

35) **Pension**—The Employer agrees to contribute to the I.A.T.S.E. National Pension Fund, Plan B, the sum of \$60.00 per week for each week's employment on behalf of the Employee (or \$12.00 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.

For weeks in which the Employee is replaced for one or more days/performances by another Employee(s), refer to the chart cited below.

<b>Scheduled Workdays</b>	<b>Regular Employee</b>	<b>Replacement Employee</b>
7 days	7 days - \$60.00	0 days - 0
7 days	6 days - \$60.00	1 day - \$12.00
7 days	5 days - \$48.00	2 days - \$24.00
7 days	4 days - \$48.00	3 days - \$24.00
7 days	3 days - \$36.00	4 days - \$36.00
7 days	2 days - \$24.00	5 days - \$48.00
7 days	1 day - \$12.00	6 days - \$60.00
6 days	6 days - \$60.00	0 days - 0
6 days	5 days - \$48.00	1 day - \$12.00
6 days	4 days - \$48.00	2 days - \$12.00
6 days	3 days - \$36.00	3 days - \$24.00
6 days	2 days - \$12.00	4 days - \$48.00
6 days	1 day - \$12.00	5 days - \$48.00
5 days	5 days - \$60.00	0 days - 0
5 days	4 days - \$48.00	1 day - \$12.00
5 days	3 days - \$36.00	2 days - \$24.00
5 days	2 days - \$24.00	3 days - \$36.00
5 days	1 day - \$12.00	4 days - \$48.00
4 days	4 days - \$60.00	0 days - 0
4 days	3 days - \$48.00	1 day - \$12.00
4 days	2 days - \$36.00	2 days - \$24.00
4 days	1 day - \$12.00	3 days - \$48.00
3 days or less	\$12.00 per day	\$12.00 per day

36) **Health and Welfare**— Contributions shall be made in accordance with Article Seven, Sections 3 and 4.

37) **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, prorated for less than one week.

38) **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 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. The League and Disney Theatrical Productions 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.

- 39) The Producer 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 within fourteen (14) days following the end of the workweek and received by the Funds within (21) twenty-one days, 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.
- 40) **Overage Participation.** Employees will be entitled to participate in the producer'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 Level 3 terms. Overage participation begins with the first paid public performance. Overage payments are calculated per engagement.
- a) "Overage" shall be defined as weekly NAGBOR less the producer'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", as defined below, 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" is a negotiated sum of money paid to a specific party, e.g. the Producer, the Presenter, or some other individual, after the Guarantee, percentage of NAGBOR, and Presenter's Expenses are paid, but before Overage is 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 after actual deductions for the Presenter's expenses;
  - d) **Pre-recoupment.** Each eligible Employee shall receive 0.25% of the producer's share of Overage, in addition to their contractual salary;
  - e) **Recoupment.** Effective for tours starting on or after July 31, 2023, in the week following recoupment, each eligible Employee shall receive 0.4% of the producer's share of Overage, in addition to their contractual salary; existing tours shall continue to use the prior overage percentage (0.325%) post-recoupment.

- 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.** "Terms Deals" are in place when the producer and the 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 Employees in weeks that are subject to Terms Deals, 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 producer 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 Producer'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 0.4 % post-recoupment), as outlined above. Where the Producer'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 Producer 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 producer 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 Contract Tour includes Terms Deals in more than 25% of the weeks in a booking season, it shall not qualify for as a Modified Pink Contract Tour without the consent of the Union, which consent shall not be unreasonably withheld.

- 41) **Advance Pink Contract Employees.** Advance Pink Contract Employees (which may also be known as Advance Technicians) employed in connection with a Modified Touring Pink Contract Tour shall be employed under the terms of the Full Pink Agreement for such tour.
- 42) **Rest Periods** - At least once in every four (4) weeks of a booking season, each full-time Pink Contract Employee (not Advance Employees) will have a rest period free from work and travel of twenty-four (24) hours (or eighteen (18) hours if the rest period begins during any time from the beginning of load-out through the completion of load-in prior to first performance), as designated by the Employer, provided that the Employee has not had (and does not have scheduled) vacation, personal leave or a layoff during the four (4) week period. If the rest period is not given to an Employee, a penalty of 1/6th of applicable minimum salary for the applicable touring level will be paid to that Employee.
- 43) Productions will apply the provisions of New York State Paid Family Leave Law for running crew employees.

## **Article Sixteen—Short Engagement Touring Agreement**

### **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 9 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;
  - 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;

44) When the Company is overseas (outside of the United States, Canada and Mexico), each individual engagement may be no longer than eight weeks.

3. The production's Average Weekly Guarantee is no more than:

Effective 2/6/23	Effective 2/5/24	Effective 6/2/25
\$353,000	\$367,120	\$381,805

For Year 4, the threshold will be equal to the threshold agreed to for such year between the League and AEA in the next League—AEA Touring collective bargaining agreement for AEA Touring Level 4 (or equivalent as negotiated by the parties).

4. **Plays**— Plays shall qualify on the same basis as Musicals. Productions open prior to July 31, 2023 shall be legaced under their existing conditions.
5. All productions using the Short Engagement Touring Pink Contract shall provide the following information to the I.A.T.S.E.:
  - a. Weekly box office statements/settlements, signed by the Producer's representative and the Presenter's representative, to the extent available;
  - b. Unaudited profit and loss statements;
  - c. Audited profit and loss statements, if produced; and
  - d. 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, 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 the investors.

The I.A.T.S.E. shall enjoy the same expedited arbitration and audit rights contained in the 2016-2019 Broadway League—AEA Short Engagement Touring Agreement.

- e. The Director of Labor Relations for The Broadway League, the League's auditor/accountant, the Director of Labor Relations for Disney Theatrical Productions, IATSE Vice President and Stagecraft Director, Michael Barnes, and IATSE Accountant, James Heinzman, or those designated by the foregoing, will meet to determine relevant data/information to be provided in the event of an audit of a touring production regarding the payment of overage under the Agreement.
6. 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 \$3,250 effective 2/6/23, \$3,380 effective 2/5/24, \$3,515 effective 6/2/25 and \$3,620 in Year 4 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.

7. Trucking credit: The producers 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. In the event that a tour qualifies for a different Level under the AEA Touring Terms than it does under the Pink Contract Terms, the Level qualified for under the AEA Touring Terms will apply.
9. Notwithstanding other provisions of this Agreement, if a production is touring under the Actors' Equity Level 1 or Level 2 Touring Terms (not on AEA Level 3-7 Touring Terms), the Full or Level 2 Pink Contract terms, as applicable, shall apply.

## B. Terms and Conditions

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

### 2. Minimum Rates of Pay for Short Engagement Touring Pink Contract

Minimum Wages per week	7/3/2023 to 7/30/2023	7/31/2023 to 6/30/2024	7/1/2024 to 6/29/2025	6/30/2025 to 6/28/2026	6/29/2026 to 6/27/2027
Heads of Department	\$1,104	\$1,600	\$1,648	\$1,697	\$1,748
Assistants and Personal/Star Dressers	\$967	\$1,400	\$1,442	\$1,485	\$1,530

- July 31, 2023 minimum rates are applicable to new tours that start after July 31, 2023.
- Effective July 1, 2024: 3% increase on the minimum wage rates as set forth above. Employees on tours commencing prior to 7/31/23 that have a weekly salary below the applicable minimum rate above shall receive a 3% increase.
- Effective June 30, 2025: 3% increase on the then-applicable minimum wage rates as set forth above. Employees on tours commencing prior to 7/31/23 that have a weekly salary below the applicable minimum rate shall receive an increase equal to the amount necessary to reach the applicable Year 3 minimum rate.
- Effective June 29, 2026: 3% increase on the then-applicable minimum wage rates as set forth above.

3. Air travel shall be on a first class carrier, which shall include charter transportation. 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. The Employer will make reasonable efforts to ensure that all non-charter air travel shall be on a pre-confirmed seating assignment basis.
4. 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 Sixteen, Section (C)1-4 and Article Seven, Section 4.
5. An additional one-sixth (1/6) of the actual weekly salary shall be paid under the following circumstances:
  - a. All work on load outs that follow a performance on a one performance day where the Employee has worked the performances that 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. Any agreement existing between Employee and Company prior to 7/31/2023 remains intact and unaffected.
  - b. 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. "Official opening" shall be defined as:
    - i. When a show is in a city in which it is teching, the official opening in that city is as determined by the Producer.
    - ii. In the first 3 engagements of a tour after the tech process is completed, official opening shall be as determined by the producer, but no later than the 3rd paid public performance.
    - iii. For all engagements thereafter, official opening shall be as determined by the Producer, but no later than the 2nd paid public performance.
    - iv. The covered employees shall be notified no later than 7 days prior to the first paid public performance in each city.
  - c. All work on the seventh (7<sup>th</sup>) day. The additional one-sixth (1/6<sup>th</sup>) shall be subject to the relevant Vacation and Annuity contributions.
  - d. (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 terms of 5(d)(1) above shall continue to apply), the following payments shall apply in lieu of the of the 1/6 of the actual weekly salary provided in 5(d)(1) above,

(a) Effective September 4, 2017 for SET Pink Contact touring productions: For all authorized nonperformance calls after official opening, in any city (i) hours worked in excess of four (4) hours worked per week shall be compensated at one-fortieth ( $1/40^{\text{th}}$ ) 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 ( $1\frac{1}{2}$ ) times one-fortieth ( $1/40^{\text{th}}$ ) of actual weekly salary. Load outs, presets, and sound checks are excluded from this provision.

(b) Terms in effect as of June 30, 2019 for SET Tours, remain in effect for the duration of any production running prior to June 27, 2022, inclusive of any production stepping down from Full Pink Touring to Modified and/or to SET Touring.

(c) Effective June 27, 2022: For new SET Pink Contract Tours which start running on or after June 27, 2022: For all authorized nonperformance calls after the official opening, in any city (i) hours worked up to eight (8) shall be compensated at one-fortieth ( $1/40^{\text{th}}$ ) 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 ( $1\frac{1}{2}$ ) times one-fortieth ( $1/40^{\text{th}}$ ) of actual weekly salary. Load outs, presets, and sound checks are excluded from this provision.

(d) Productions which have agreed to make payments beginning with the first nonperformance hour (overscale) after official opening in any city shall continue to do so.

6. An additional one and one-half ( $1\frac{1}{2}$ ) of one fortieth ( $1/40^{\text{th}}$ ) 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. Official opening shall be defined as set forth in paragraph 5 of this Article Sixteen.
  - b) All work over eleven (11) hours on the day of official opening inclusive of the performance.
  - c) For each hour which exceeds eleven (11) on loadouts which are on a different day from any performance.
  - d) For work on load outs that follow a performance on a two (or more) performance day, where the Employee has worked the performances that day, an additional time and one-half ( $1\frac{1}{2}$ ) of one fortieth ( $1/40^{\text{th}}$ ) of actual

weekly salary shall be paid for each hour of such load out. Any agreements existing between Employee and Company prior to 7/31/2023 remain intact and unaffected.

7. 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, Juneteenth-National Independence 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.
8. 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 and Makeup Artists and Hairstylists shall not receive this payment if they are receiving payment for travel on the seventh day per Article 11 Section 1(a) with respect to Wardrobe employees and the provisions below of this paragraph with respect to Makeup Artists and Hairstylists. Makeup Artists and Hairstylists shall receive an additional one-sixth (1/6<sup>th</sup>) of the actual weekly salary for all travel on the seventh day.
9. For (i) 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") or (ii) a Pink Contract Employee who will work in the theater on an Advance Pink Contract (a "Advance Pink Contract 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 or the Employee's first day of work in a rehearsal studio, if sooner, as required per the schedule established by the Employer.
  - a. An Employee other than a Pink Contract Running Crew Employee or Advance Pink Contract 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 or Advance Pink Contract 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. 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 one less than 1/6<sup>th</sup> of the applicable (Full, Level 2, Modified or SET) minimum weekly salary. 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

For each day of work during an Employee's Pre-Production Work Period:

- i. For each Pink Contract Running Crew Employee or Advance Pink Contract Employee, a daily Pension, Health & Welfare and Annuity contribution shall be made at 1/6<sup>th</sup> of the applicable (Full, Level 2, 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, Level 2, 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 (c)(3)(i).

- iii. 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.

10. Employer agrees to pay for services rendered prior to date set for opening under terms provided herein.
11. Employer agrees to give in writing two (2) 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.
12. Drunkenness, drug abuse, dishonesty, or gross incompetence shall be sufficient reason for the immediate cancellation of an Employee's employment.
13. 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.
14. 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' employment being terminated by the Producer.
15. 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 airline weight limitations, each way. If the Producer does not provide the Employee with a trunk, the Employee may have two (2) bags; if travel is by air, the Employee may have two (2) checked bags within applicable airline weight limitation per bag, each way.
16. Employer agrees to recognize the Employees' employment 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.
17. Employees shall be covered by this contract as long as the attraction is offered to the public, whether on the road or during the run in any city.
18. Employer agrees to fill any vacancy that may occur under this contract at once.

19. 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, and the Employee being replaced shall have deducted from their salary no more than one eighth (1/8).
20. Employer agrees to pay a penalty of \$40.00 for each hour worked without a meal break or a meal provided after five (5) hours from the beginning of the call or the previous meal break. A "meal break or meal provided" shall mean either a one (1) hour break without a meal provided or a one-half (½) hour break with a meal provided.
21. Employer agrees to provide three (3) days paid bereavement leave including making applicable Health and Pension contribution payments, in the event of the death of an immediate family member (spouse, domestic partner, children, parents, siblings, parental in-laws, grandparents and grandchildren).
22. 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. Sick day payments will include benefits and shall be paid and deducted as one sixth (1/6<sup>th</sup>) for each day missed. 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 1/6 of actual weekly salary per unused day, at the Employee's option. Benefit contributions shall not be required with respect to the payout of unused sick days at the end of each contract year. The Employer may require proof of illness. The parties agree to waive the provisions of the New York State Sick Leave Act Labor Law Section 196-b and the New York City Earned Safe and Sick Time Act.
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. The Employee agrees to accept engagement under terms provided in this Agreement and give exclusive service in the capacity stipulated 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 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.
25. The Employee agrees to give two (2) weeks' notice in writing of resignation.

26. 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 effective date.
27. The Employee agrees to abide by the rules and regulations covering rehearsals and performances as made by the Producer, insofar as they do not conflict with this Agreement.
28. 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, Level 2, 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 Article Six (B)(2)(b) 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 Article Six (B)(2)(b) 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).
29. Tours that are transitioning from Full or Level 2 to Modified, or Full or Level 2 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.
30. Travel Reimbursement
- a. When air travel is required, no less than two weeks prior to the engagement, the advance agency or company manager shall advise the Employee of the flight information, including the Employer's negotiated rate for the flight. Employees will be notified at least three (3) days before information on proposed flight (including cost and date) will be given to Employee. Within twenty-four (24) hours of receiving notification of the flight information and cost, Employee shall advise the Employer of the Employee's acceptance of the Employer-provided flight, or the Employee's preference to arrange for Employee's own travel. Notwithstanding the

foregoing, at any time prior to travel, the Employer may change the offered flight to a comparable flight.

If the Employee does not accept the Employer-provided flight within twenty-four (24) hours of notification to the Employee of the flight information pursuant to the above, the Employer shall be relieved of responsibility for arranging travel for the Employee. If the Employee elects to arrange their own travel, Employer shall reimburse the Employee for the cost of their travel, up to the cost of the Employer-provided flight, including taxes.

b. Baggage Reimbursement

If the Employee elects not to accept the Employer-provided flight within twenty-four (24) hours days of posting of the flight information pursuant to the above, and instead elects to arrange their own flight, Employer shall reimburse the Employee, for the costs of their checked baggage up to the amount paid per Employee electing to accept the Employer-provided flight.

31. Government or Employer mandated training time will be paid at one fortieth (1/40th) of actual weekly salary, on an hourly basis (so after the first hour it will be two hours and so forth). If employees are on a call already, there is no double pay if the training happens during that call (i.e., employees will not be paid for training hour(s) on top of the other call's hours). For productions for which no additional payment is required for nonperformance calls that are not in excess of four (4) hours per week, such time will be counted towards the four (4) hours and no additional payment is due if the training occurs during those four (4) hours. Best efforts will be made for training to be contiguous with any other call in the workday.
32. At least once in every four (4) weeks of a booking season, each full-time Pink Contract Employee (not Advance Employees) will have a rest period free from work and travel of twenty-four (24) hours (or eighteen (18) hours if the rest period begins during any time from the beginning of load-out through the completion of load-in prior to first performance), as designated by the Employer, provided that the Employee has not had (and does not have scheduled) vacation, personal leave or a layoff during the four (4) week period. If the rest period is not given to an Employee, a penalty of 1/6<sup>th</sup> of applicable minimum salary for the applicable touring level will be paid to that Employee.
33. Productions will apply the provisions of New York State Paid Family Leave Law for running crew employees.

### 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 \$60.00 per week for each week's employment on behalf of the Employee (or \$12.00 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.

For weeks in which the Employee is replaced for one or more days/performances by another Employee(s), refer to the chart cited below:

Scheduled Workdays	Regular Employee	Replacement Employee
7 days	7 days - \$60.00	0 days - 0
7 days	6 days - \$60.00	1 day - \$12.00
7 days	5 days - \$48.00	2 days - \$24.00
7 days	4 days - \$48.00	3 days - \$24.00
7 days	3 days - \$36.00	4 days - \$36.00
7 days	2 days - \$24.00	5 days - \$48.00
7 days	1 day - \$12.00	6 days - \$60.00
6 days	6 days - \$60.00	0 days - 0
6 days	5 days - \$48.00	1 day - \$12.00
6 days	4 days - \$48.00	2 days - \$12.00
6 days	3 days - \$36.00	3 days - \$24.00
6 days	2 days - \$12.00	4 days - \$48.00
6 days	1 day - \$12.00	5 days - \$48.00
5 days	5 days - \$60.00	0 days - 0
5 days	4 days - \$48.00	1 day - \$12.00
5 days	3 days - \$36.00	2 days - \$24.00
5 days	2 days - \$24.00	3 days - \$36.00
5 days	1 day - \$12.00	4 days - \$48.00
4 days	4 days - \$60.00	0 days - 0
4 days	3 days - \$48.00	1 day - \$12.00
4 days	2 days - \$36.00	2 days - \$24.00
4 days	1 day - \$12.00	3 days - \$48.00
3 days or less	\$12.00 per day	\$12.00 per day

2. **Health and Welfare**— Contributions shall be made in accordance with Article Seven, Sections 3 and 4.
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, 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, 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. The League and Disney Theatrical Productions 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.
5. The Producer 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 within fourteen (14) days following the end of the workweek and received by the Funds within (21) twenty-one days, 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.

#### **D. Housing and Per Diem**

##### **1. Housing**

- a) Effective with the first engagement following July 27, 2023, 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.

Following the first engagement of a tour, such housing shall be made available when an Employee is less than fifty (50) miles from his/her Place of Residence if such Employee provides sufficient verification that their Place of Residence is unavailable. Examples of sufficient verification include a signed Agreement between the Employee and a Subletter or documentation from a subletting service such as Airbnb. Verification documents will be considered on a case-by-case basis.

- b) The Employee must declare their Place of Residence at time of hiring.
- c) No less than three weeks prior to the engagement, the advance agent or company manager shall advise the Employee of the hotel (including information regarding grocery and restaurant options within one mile of the hotel, and the Employer's negotiated room rate for single occupancy, not including taxes). In addition, a copy of the information provided to the Employee shall be sent to IATSE. Employee shall advise the Employer, in writing, no later than two weeks after receiving the hotel information of the Employee's acceptance of Employer provided housing, double or single occupancy, or their declining of

housing and the Employee shall arrange for Employee's own accommodations. At the time of the housing election, the Employee shall notify the Employer if they are opting in for the entire engagement or identify the dates upon which they are opting into Producer provided housing. If the Employee does not advise the Employer of acceptance of housing prior to the deadline the Employee shall be deemed to have declined housing for the entire engagement. The Employee may not change their election after the deadline and the Employee shall arrange for Employee's own accommodations. At Employer's sole discretion, Employer may accommodate a change in Employee's preference made after the deadline above for preference notification. Unless the Employee notifies the company manager of acceptance of such accommodations, the Producer shall be relieved of further responsibility. Notwithstanding the foregoing, at any time prior to arrival, the Producer may change offered housing to a comparable hotel. Employees who choose to arrange their own housing may not stay in another Employee's Producer-provided housing.

- d) All hotels must be comparable to a TripAdvisor two-star class hotel, or better.
- e) The Employer will make best efforts to provide hotels with interior corridors. If a hotel does not have interior corridors, the rooms provided may not be on the ground floor.
- f) Best efforts shall be made to provide hotels with laundry facilities, high speed internet access at no cost to the Employees, and conveniently accessible sources of food. The Employer shall reasonably endeavor to provide hotels with gym facilities, microwaves and refrigerators. In addition, if the hotel is a property that offers loyalty points, the Employer will request that loyalty points be offered to Employees on a per room basis, with it understood that the Employer shall not be responsible if the hotel is not able or willing to offer loyalty points on such basis or the Employees are not otherwise eligible for such points based on any rules, policies or procedures of the hotel. Should the hotel agree to provide loyalty points on a per room basis, the Employees shall be responsible for coordinating their loyalty account information with the hotel directly.
- g) Hotel accommodations must be available for each member of the crew regardless of race or ethnicity, color, sex, gender/gender identity or expression, transgender status, age, religion, national origin, disability status, marital/partnership status, caregiver status, victim of domestic violence, sexual orientation, veteran status or political persuasion or belief.
- h) Local Information. At the commencement of each engagement on the tour (excluding "one-nighters"), Employees shall be advised where to

find the following: laundry facilities, drug stores, doctors, local transportation, grocery stores, and restaurants that will be open after performances.

- i) Due regard shall be given to obtaining such accommodations within a reasonable distance of the theatre. Such accommodations shall be clean and sanitary. 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, inclusive of ride shares. Employer may determine the minimum number of riders per ride share.

## 2. Per Diem Rates

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:

- a) If the Employee elects not to accept the Producer-provided housing within two weeks of the posting of the hotel information pursuant to Article Sixteen Section (D)(1)(c), the Per Diem shall be the single occupancy Per Diem rate as defined in Article Sixteen, Section (D)(2)(b), below plus the Producer's negotiated room rate for single occupancy (not including taxes), but in no case greater than the then applicable Per Diem Cap as defined in Article Sixteen, Section (D)(2)(d)(i).
- b) If the Employee elects to accept the Producer-provided single-occupancy housing:

7/27/23	\$64
2/5/2024	\$65
6/2/2025	\$66

- c) If the Employee elects to accept the Producer provided double-occupancy housing: \$80

## d) Per Diem Caps

- i) Caps:

	Low City Cap	High City Cap
7/27/23	\$170	\$175
2/5/2024	\$171	\$176
6/2/2025	\$172	\$177

ii) High Cities and Low Cities:

a) Engagements in San Francisco and New York (as modified by Subsection (b) below and Article Eight, Section 30), 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 above will apply. For all other engagements the Low Cities rate set forth above will apply.

b) 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.

e) 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 thirty-three percent (33%) of the single occupancy Per Diem as set forth in Article Sixteen, Section (D)(2)(b).

b. If Employee is scheduled to arrive after 4:00 p.m., Employee will receive sixty-six (66%) single occupancy Per Diem as set forth in Article Sixteen, Section (D)(2)(b).

f) Following the first engagement of a tour, per diem payment shall be made available to Employee when an Employee is less than fifty (50) miles from his/her Place of Residence if such Employee provides sufficient verification that their Place of Residence is unavailable. Examples of sufficient verification include a signed Agreement between the Employee and a Subletter or documentation from a subletting services such as Airbnb. Verification documents will be considered on a case-by-case basis.

Should any per diem changes be negotiated between the League and AEA during the term of this Agreement, the corresponding changes shall be applied herein.

**E. 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. At the beginning and end of the tour, there may be a six-week performance period in which the Producer may schedule up to forty-eight (48) performances. In any case, no more than ten (10) performances may be scheduled in any one (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 (or forty-eight (48) during the six (6)-week period at the beginning and end of the tour). Other premiums shall not be affected.

2. The Producer 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.

#### **F. Layoffs**

1. Based on a tour's 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 (the single occupancy rate in Article Sixteen, Section (D)(2)(b)). 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 Paragraph 1, immediately above) shall be considered a "per diemed layoff" with Per Diem, Health and sick leave accrual per Paragraph 2, immediately above.
  - b. For a layoff taken beyond the twenty-five percent (25%) (as in Paragraph 1, immediately above), full salary, benefits, and per diem shall be due.
6. In the event of a lay-off, Producer 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 Producer is not required to reimburse Employee's transportation costs or pay the Employee the monies they would have spent transporting the Employee.

## **G. Overage**

1. **Overage Participation.** Employees will be entitled to participate in the producer'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 Level 4-7 Agreement. Overage participation begins with the first paid public performance. Overage payments are calculated per engagement.
  - 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", as defined below, 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" is a negotiated sum of money paid to a specific party, e.g. the Producer, the Presenter, or some other individual, after the Guarantee, percentage of NAGBOR, and Presenter's Expenses are paid, but before Overage is 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. "Terms Deals" are in place when the producer and the 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 Employees in weeks that are subject to "Terms Deals", as defined below, shall be calculated per the following:

NAGBOR, less the agreed upon expenses between the Presenter and producer 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 Producer'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 Producer'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 Producer Share percentage as is used for Overage on the guaranteed dates.

When the show plays a city on a "Terms Deal", in addition to the box office settlement signed by the Producer's representative and the Presenter's representative, the I.A.T.S.E. shall receive a statement outlining the following:

1. NAGBOR;
  2. The Average Guarantee for the Tour; and
  3. Actual Expenses;
- e. If a producer participates or receives payment or shares in monies above the stated flat fee in any flat fee engagement, Employees' share of Overage Participations shall apply to such payments;
- f. Employees on vacation shall receive Overage. Vacation replacement Employees shall not receive Overage;
- g. **Pre-recoupment.** Effective for tours starting on or after July 31, 2023, each eligible Employee shall receive 0.25% of the producer's share of Overage, in addition to Employee's contractual salary; existing tours shall continue to use the prior overage percentage (0.275%) pre-recoupment 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.

#### **H. Advance Pink Contract Employees**

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.

#### **Article Seventeen – Equity, Diversity and Inclusion**

- A. Acknowledging the critical importance of diversity, equity, and inclusion in the entertainment industry, the Employer and the Union mutually affirm their commitment to promote diversity in the employment of the IATSE Pink Contract represented classifications. The League and the Union agree to meet, at a minimum, yearly to discuss and report on efforts to recruit, train and identify opportunities for under-represented individuals in such classifications. Topics of discussion may include (1) examining characteristics of the labor pool; (2) sharing information and discussing ways to improve existing initiatives; and (3) developing new initiatives

aimed at increasing the employment of under-represented groups, including but not limited to women, people of color, people with disabilities, and LGBTQIA individuals.

## **B. Reproductive and Gender Affirming Care**

In the event that an Employee seeks to obtain reproductive or gender affirming health care that is illegal in the state in which the tour is then located or unobtainable within 60 miles of the Employee's housing, then, to the extent permitted by law and not otherwise covered by the individuals health care coverage, the Producer will cover reasonable travel and lodging expenses for the Employee to travel to receive such health care subject to presentation of receipts. Sick leave days may be used for medical procedures, including reproductive care, and necessary time off for travel purposes.

An Employee seeking such health care shall notify the Company Manager with reasonable advance notice if practicable. The Producer must honor all such health care leave requests regardless of the time submitted or advance notice and may not request any written proof of services or care provided. Reimbursements will not specifically mention the Employee's health care leave choice and/or the purposes for travel. All information concerning health care leave must be kept strictly confidential and no information about absence will be made available to anyone.

No Employee shall be subject to discrimination, retaliation, discipline, or any other adverse employment action, including but not limited to changes in terms and conditions of employment, as a result of any health care choices.

## **Article Eighteen — Training and Development**

### **1. Training Rate:**

A training rate for employees shadowing or learning a track for a production shall be set at 75% of the applicable minimum rate for the position being learned. The training rate can only be paid for up to sixteen (16) performances (twenty-four (24) for sound-mix) per track learned/shadowed.

### **2. Apprentice Program:**


The parties agree to create a Labor-Management working group during the term of the CBA to develop an Apprentice Program. The goal of the Apprentice Program shall be to provide the training and skills needed to become qualified to maintain the Coordinated-Bargaining Partners' productions. This working group shall be empowered to set the terms and conditions of the program.

## **Article Nineteen - Term**

This Agreement shall be effective as of July 3, 2023 and remain in full force and effect through and including June 27, 2027.

**In Witness Whereof**, this contract is made in triplicate and the parties have affixed their signatures this \_\_\_\_ day of \_\_\_\_\_, 2023.

Agreed to:



Alison Z. Corinotis, Director of Labor Relations  
The Broadway League Inc.



Tony Thomas, Director of Labor Relations  
Disney Theatrical Productions



Matthew D. Loeb, International President  
I.A.T.S.E.

**Project Agreement for Existing League Members**

\_\_\_\_\_/\_\_\_\_\_  
(Individual) (Company)

is a member of the Multi-Employer bargaining unit covered by the Traveling Stage Employees' Contract between the Broadway League and I.A.T.S.E. ("the Agreement") and has a controlling ownership interest in

\_\_\_\_\_  
(Production Company)

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

For the purpose of that production, \_\_\_\_\_  
(Production Company)

is deemed to be part of The Broadway League and shall be bound by the Agreement.

Signed by:	Date:
_____ Signatory	_____

Signed by:	Date:
_____ Production Company	_____

Signed by:	Date:
_____ I.A.T.S.E.	_____

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

\_\_\_\_\_  
(Bonding Posted and Type)

### **Explanation of Bonding**

It is the essence of the collective bargaining agreement and a condition precedent to the engagement of employees that the Employer shall have filed and maintain with I.A.T.S.E. satisfactory security in cash, bond, certified check or letter of credit in an amount equal to \$3,500 for each covered full-time 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, only the amount in controversy may be held. Current practices concerning letters of guarantee shall continue.

**Project Agreement for New Producer / Production Company**

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

has a controlling ownership interest in

\_\_\_\_\_  
(Production Company)

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

During the course of that production,

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

intends to become a member of The Broadway League and of the Multi-Employer bargaining unit covered by the Traveling Stage Employee' s Contract between the Broadway League and I.A.T.S.E. ("the Agreement").

For the purpose of that production, \_\_\_\_\_  
(Production Company)

is deemed to be part of The Broadway League and shall be bound by the Agreement.

Signed by:	Date:
_____	_____
Individual / Company (New Producer)	

Signed by	Date:
_____	_____
Production Company	

Signed by	Date:
_____	_____
I.A.T.S.E.	

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

\_\_\_\_\_  
(Bonding Posted and Type)

### **Explanation of Bonding**

It is the essence of the collective bargaining agreement and a condition precedent to the engagement of employees that the Employer shall have filed and maintain with I.A.T.S.E. satisfactory security in cash, bond, certified check or letter of credit in an amount equal to \$3,500 for each covered full-time 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, only the amount in controversy may be held. Current practices concerning letters of guarantee shall continue.