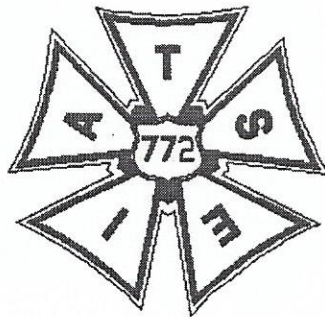


AGREEMENT BETWEEN
FORD'S THEATRE SOCIETY
AND THE
INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC
LOCAL 772



September 1, 2018 – August 31, 2022

This Agreement is made and entered into this 17th of May, 2018 by and between Ford's Theatre Society ("the Society" or "the 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, Local 772 ("the Union").

I. JURISDICTION

A. Recognition

The Society has recognized the Union as the sole and exclusive representative under Section 9 (a) of the National Labor Relations Act for purposes of collective bargaining for the following employees of the Society ("Wardrobe Employees"):

All full-time and part-time wardrobe employees whose work includes any of the following: maintaining (including maintenance sewing), repair, stitching, laundering, cleaning, pressing, handling, distributing, hanging, unpacking, repacking, and general monitoring of all items of the wardrobe; assisting performers with general dressing needs including quick changes; assisting with the load-in, and load-out of costumes; and performance of duties related to the foregoing.

B. Scope of Agreement and Union's Jurisdiction

1. Except as otherwise specifically excluded or limited by this Agreement, Wardrobe Employees represented by the Union shall perform all work within the Union's jurisdiction in the Theatre ("Theatre" is herein defined as the stage, wings, dressing rooms, and wardrobe room(s) used by the Society for its productions) and any other location where Wardrobe Employees are assigned work within the Union's jurisdiction by the Society.
2. This Agreement covers the handling of all costumes and items of the wardrobe for the Society as described below (unless otherwise excluded or limited by this Agreement):
 - a. all work performed on costumes in connection with the maintenance, repair, distribution, laundry, alterations, unpacking and packing and general monitoring of all items of the wardrobe;
 - b. attending to the dressing, performance presets, quick changes and assisting performers with general dressing needs;
 - c. the operation of all wardrobe equipment or accessories in the Theatre including washers, dryers, steamers, irons, sewing machines, hangers, and racks.
 - d. all costume tech/run notes repairs and maintenance;

- e. the unpacking and packing of hampers, gondolas and wardrobe trunks (but not the loading or unloading of trucks carrying said hampers, gondolas and wardrobe trunks) associated with a main stage production in the current season;
 - f. all costume handling where costumes in a main stage production in the current season are used in connection with marketing, publicity or fundraising activities (costumes used in a main stage production must be accompanied by at least the Staff Wardrobe Supervisor or one Wardrobe Employee).
- 3. The Parties agree that, if the Society establishes a Costume Shop dedicated exclusively to the design and construction of costumes for the Society's productions, work performed in such Shop shall not be covered by this Agreement. Notwithstanding the foregoing, if a Wardrobe Employee is assigned work in the Costume Shop, such work shall be considered within the scope of this Agreement for the limited purposes of that assignment and, in such event, the Wardrobe Employee shall be paid the rate applicable to such Wardrobe Employee and otherwise be covered by the terms of this Agreement for such work.
 - 4. In the event that a production of the Society is to be produced by the Society at a venue over which the Society has no control, the Society shall promptly notify the Union. The Society agrees to employ, under the terms and conditions of this Agreement, any of the Society's Wardrobe Employees who may be permitted by the other venue to work during the run of the production.
 - 5. The Society, at its sole discretion, may offer Wardrobe Employees work not covered by the scope of this Agreement and the Wardrobe Employees may, at their sole discretion, accept or decline such work. Neither the offer to employ Wardrobe Employees to perform work not within or specifically excluded from the scope of this Agreement nor the acceptance of any such work by Wardrobe Employees shall constitute a precedent or a past practice under this Agreement.
 - 6. Deliveries and pick-ups by dry cleaners, other vendors, rental companies, and common carriers (UPS, FedEx, freight companies, etc.) may be placed in the stage area or wardrobe area by employees not covered by this Agreement.
 - 7. In the event that a Wardrobe Employee is required to fix props and/or scenery, the Wardrobe Employee shall be paid for such work at the applicable Stagehand's rate. However, other than the rate of pay, no other provisions of the Stagehand's Agreement shall be applicable to such Wardrobe Employee.
 - 8. Educational programming taking place outside the Theatre is not within the scope of this Agreement; however, any work done to maintain educational program costumes shall be performed by a Wardrobe Employee.

9. Street tours and like events are not within the scope of this Agreement; however, any work done to maintain costumes for such tours and events shall be performed by a Wardrobe Employee.

II. MANAGEMENT'S RIGHTS

The Union and the Society agree that the provisions of this Agreement shall be expressly limited to wages, hours, and working conditions of Wardrobe Employees and that no provision shall be construed to restrain the Society from the management of its business. The Society retains all rights and prerogatives with respect to the management of the Theatre, subject only to such regulations and restrictions covering the exercise of these rights as provided for in this Agreement. The Society also retains the rights to promulgate and enforce written work rules, posted at the Theatre and furnished to the Union. Such rules shall not be inconsistent with this Agreement, shall be reasonably enforced, shall be posted at the Theatre and furnished to the Union in writing prior to implementation.

III. EMPLOYMENT

A. Qualifications

The Society shall be the sole judge as to the qualifications of all Wardrobe Employees and prospective Wardrobe Employees. If the Society rejects an applicant for employment, the Society shall promptly notify the Union in writing.

B. Hiring

1. The Society agrees that, when need arises for Wardrobe Employees (other than the Staff Wardrobe Supervisor), it will notify the Union of such need and the Union will then furnish competent Wardrobe Employees to perform the work required by the Society within the scope of this Agreement. The Society agrees that the Union shall be the sole and exclusive source of referral for employment and understands that referrals and crew reduction for the purposes of this Agreement will be made by the Union. The Union agrees to fill referrals as expeditiously as possible. The Society may request any prospective Wardrobe Employee by name, so long as that individual has previously been employed by the Society. The Union may not deny such request unless the Wardrobe Employee is unavailable.
2. After the Society has been officially notified of a wardrobe staff vacancy or creates a new wardrobe staff position, the Society shall notify the Union of such vacancy or creation of the new position. Within ninety (90) days, or within a reasonable time period mutually agreed upon with the Union, the Society will undertake to hire an individual to fill the position.

C. Termination

The Society reserves the right to terminate Wardrobe Employees for just cause, including but not limited to dishonesty, drug or alcohol use, or attempting injury to another and failure to comply with the Society's work and safety rules, as may be modified from time to time in accordance with the terms of this Agreement.

D. Non-Discrimination

Neither the Society nor the Union shall, in any manner, discriminate against any Wardrobe Employee or applicant for employment by reason of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, place of residence or business, or any other characteristic protected by applicable law.

IV. CLASSIFICATIONS OF WARDROBE EMPLOYEES

A. Staff Wardrobe Supervisor

1. There shall be one (1) Wardrobe Employee designated as the Staff Wardrobe Supervisor. Should the Staff Wardrobe Supervisor not be available or otherwise be unable to fulfill the job requirements on a call, and if the Society is unable to designate a replacement, the Union will furnish a competent replacement, consistent with the Society's request, at the applicable rate.
2. The Staff Wardrobe Supervisor shall work for a guarantee of forty (40) hours each week in which a production is being loaded in, loaded out, or performed, for a period of not less than thirty (30) weeks in each year of the Agreement. The Staff Wardrobe Supervisor shall be the first Wardrobe Employee assigned to work each main stage production, except as provided in Article IV (B) (3).
3. The Society shall, at its sole discretion, select the Staff Wardrobe Supervisor. The selection shall be made no later than 60 days prior to the first public performance of each Season. The Society shall give the Staff Wardrobe Supervisor notice of re-engagement no later than 30 days following the final performance of each Season.
4. The Staff Wardrobe Supervisor shall oversee all wardrobe organization in preparation for the production; work with management and designers on costume issues; coordinate with the designer and management on labeling and dressing lists for each performer/character to distribute to Wardrobe Employees; coordinate with stage management the costume running notes; designate quick-change areas; coordinate with management on all wardrobe calls, work distribution, and the Dresser requirements for each production; track and update all running notes; organize distribution of maintenance work; oversee and explain how repairs are to be done; organize the laundry routine, dry cleaning, and shoe needs; be responsible for all wardrobe paperwork; monitor running needs and

supplies, and organize the load in and load out of all shows in conjunction with management.

5. The Staff Wardrobe Supervisor shall dress and do costume changes as the production requires. The Society recognizes that there may be some productions where the Staff Wardrobe Supervisor should not dress full-time. In order to assess these needs, the Staff Wardrobe Supervisor and management will meet prior to each production and during the rehearsal/tech period to assess the evolving needs of the production. Notwithstanding the foregoing, the Society shall have the final decision making authority over the staffing needs of each production.
6. All work calls, except those calls staffed by Laundry Workers only, shall be staffed by at least the Staff Wardrobe Supervisor. The Staff Wardrobe Supervisor shall be called when an on-stage rehearsal is using costume pieces that require assistance. Dressers and Stitchers may not work unless the Staff Wardrobe Supervisor is also on call.

B. All Other Wardrobe Employees

1. Dresser: Dressers shall be called to prepare the costumes and dressing areas for dress rehearsals, performances and photo calls; assist with the load-in and strike of all costumes and wardrobe items; maintain all costume and wardrobe items including regular laundering, cleaning, pressing and repairs; assist actors with general dressing and quick changes as necessary; and to perform any other work within the scope of this Agreement. When making assignments to Dressers, consideration shall be given to work on multiple floors.
2. Key Dresser: The first overhire in the Wardrobe Department, excluding a dedicated Stitcher or dedicated Laundry Worker, shall be considered the Key Dresser. The Key Dresser shall assist the Wardrobe Supervisor with all aspects of the production including, but not limited to, coordinating with stage management, representation of workers regarding contractual questions, and the tracking of crew hours for payroll purposes.
3. Stitcher: If a Stitcher is called, the call shall be solely for the purpose of sewing. Such personnel shall be paid an hourly premium set forth in the wage schedule, subject to the usual overtime, Sunday and holiday wage rules.
4. Laundry Worker: If a Laundry Worker is called, the call shall be solely for the purpose of laundry (defined as collection of items, washing, drying, pressing, steaming and distribution of laundered items). Laundry Workers shall be paid an hourly premium set forth in the wage schedule, subject to the usual overtime, Sunday and holiday wage rules.

V. RATES OF PAY

A. Wages

Hourly wages shall be paid for each classification as follows:

Classification	09/01/18 – 08/31/19	09/1/19 - 08/31/20	09/1/2- - 08/31/21	09/1/21- 08/30/22	Effective 8/31/22
	12%	12%	15%	15%	\$2.00
Supervisor	\$27.38	\$30.67	\$35.27	\$40.56	\$42.56
Key Dresser	\$25.54	\$28.60	\$32.89	\$37.82	\$39.82
Dressers	\$24.34	\$27.26	\$31.35	\$36.05	\$38.05
Stitchers	\$25.54	\$28.60	\$32.89	\$37.82	\$39.82
Laundry Workers	\$25.54	\$28.60	\$32.89	\$37.82	\$39.82

B. Overtime Pay

Overtime for all hourly Wardrobe Employees shall be computed at one and one-half times (1½) the basic hourly rate for all hours in excess of forty (40) hours of straight time in one week. The Society may not replace Wardrobe Employees on a job in order to avoid payment of overtime.

C. Premium Pay

1. The premium rate, computed at one and one-half (1 ½) times the base hourly rate, shall be in effect between the hours of midnight and eight a.m., on all Sundays and on the holidays listed in Article V(D).
2. Once a Wardrobe Employee is entitled to a premium rate of pay, such Wardrobe Employee shall continue to be entitled to that premium rate for all hours worked until the work is completed on that call or the call is terminated and the Wardrobe Employee receives an eight (8) hour swing or rest period. This provision shall not be applicable to meal penalties.

D. Holidays

1. For work performed by Wardrobe Employees on the following legal holidays, the rate of one and one-half (1½) times the applicable straight-time rate shall be paid: Martin Luther King, Jr. Day, Columbus Day, Memorial Day, July 4th, Labor Day, Veterans' Day, and January 1st.

2. Each of the foregoing seven (7) legal holidays shall be compensated at the premium rate only on the day designated as the Federal day of observance.
3. For work performed by Wardrobe Employees on Thanksgiving Day and December 25th, two (2) times the applicable straight time rate shall be paid.

E. Meal Period and Meal Penalty

There shall be at least a one (1) hour meal period provided not less than three (3) nor more than five (5) hours after the beginning of any call. During dress rehearsals, tech rehearsals or preview performances, a one (1) hour break may be taken after six (6) hours during dress rehearsals, tech rehearsals or preview performances and for non-working calls not to exceed one (1) hour (e.g. production meetings). After six (6) hours of work on any call, each Wardrobe Employee shall receive one and one-half (1 1/2) times the applicable rate until he/she receives a one (1) hour break, or a thirty (30) minute break with an appropriate hot meal provided by the Society. Meals after midnight and before 8 a.m. shall be provided and paid for by the Society. When any such meals are provided by the Society, the Wardrobe Employee shall receive 30 minutes to eat and the time so spent shall be deemed time worked for the purposes of this provision, but shall not constitute a meal penalty to the Society.

F. Cost of Living

The Union agrees to waive the Cost of Living increase for the term of this Agreement. Effective September 1, 2022, the Cost of Living increase shall revert to the terms set forth in the 2014-2018 Agreement.

VI. CALLS

A. Minimum Calls

1. Any time a Wardrobe Employee is called to work there will be a minimum call of four (4) hours duration. Except as provided herein, Wardrobe Employees required to work beyond the initial four (4) hours shall be paid in increments of not less than one-half (1/2) hour. There shall be no more than a two (2) hour break between calls, except in cases beyond the control of the Society. Wardrobe Employees may be called at different times and for different intervals. Breaks may be staggered within the call.
2. The minimum call payment set forth herein shall also apply any time a Wardrobe Employee is called to work for meetings, readings, workshops, auditions, or any time when no theatrical costumes are needed.
3. Wardrobe Employees shall receive a fifteen (15) minute break within a four hour work call and a twenty (20) minute break within a five hour work call.
4. During tech and prior to the first paid audience, the first call may be a minimum of three hours if eight hours are guaranteed for the day.

B. Pack/Load-In and Out Calls

1. All calls for unpacking/load-in before a performance shall be no less than four (4) hours.
2. Wardrobe Employees will be paid a minimum of three (3) hours for packing during or after a performance, one (1) hour for packing during a performance, and two (2) hours after the performance. Until midnight, any portion of the hour will be paid for at the applicable hourly rate.
3. When called for a load-in or a load-out and no performance is involved, Wardrobe Employees shall be paid a four (4) hour minimum call.
4. In repertory situations, changeovers of costumes after the performance shall be paid one (1) additional hour at the applicable rate.

C. Show Calls

All show calls shall be a minimum of four (4) hours. A show call shall consist of the period starting one (1) hour prior to the advertised curtain time of the first scene or act and lasting until the costumes are properly hung and laundry has been started following the complete striking of the last scene or act, such time not to exceed four (4) hours. One hour prior to performance shall consist of laundry distribution and wardrobe presets, but no maintenance shall be performed. After the final curtain, no maintenance, laundry (other than starting laundry), resetting of costumes or work for the next performance shall be completed as part of the show call. A show call may include one photo call per run.

D. Continuity Calls

Wardrobe Employees may be called up to two (2) hours in one-half hour (1/2) increments immediately prior to a show call on the basis of continuity. Continuity calls are not limited to the type of work performed. Continuity calls may be scheduled one (1) hour after curtain-down in half hour increments. Any work within the jurisdiction of the Union may be performed during a continuity call including, but not limited to laundry distribution, wardrobe presets, cleaning, pressing, and sewing. When Wardrobe Employees are called for a two (2) hour continuity call, there will be a fifteen (15) minute break between the continuity call and the show call, eliminating any meal penalty.

E. After Show/Continuity Calls

If a Wardrobe Employee is required to remain after a performance to remove costumes from the dressing room area, reset costumes for the next show, hand wash, or handle dry-cleaning pick-up that Wardrobe Employee shall be paid in one-half (1/2) hour increments at the applicable hourly rate. Management, in consultation with the Staff Wardrobe Supervisor, shall determine the number of Wardrobe Employees necessary to perform such work.

F. Educational Programming Calls

For daytime educational programming in the Theatre requiring work within the scope of this Agreement, two (2) performances of no more than sixty (60) minutes may be scheduled in one (1) four (4) hour call. Any unit work may be performed within that four (4) hour call.

VII. VACATION

- A. The Staff Wardrobe Supervisor shall be entitled to two (2) weeks of forty (40) hours' paid vacation each year at his/her applicable straight-time rate of pay. After two (2) years of continuous employment, the Staff Wardrobe Supervisor shall be entitled to three (3) weeks of forty (40) hours' paid vacation each year at his/her applicable straight-time rate of pay. After five (5) years of continuous employment, the Staff Wardrobe Supervisor shall be entitled to four (4) weeks of forty (40) hours' paid vacation each year at his/her applicable straight-time rate of pay.
- B. Vacation pay may be paid out to the Staff Wardrobe Supervisor during the final week of the run of the final production of the season. For the purpose of determining vacation, the Staff Wardrobe Supervisor's start date is set forth in Appendix B attached to this Agreement. In their first year of Employment, a new Wardrobe Supervisor shall accrue vacation on a quarterly basis of 20 hours per quarter.
- C. At the end of each season the Wardrobe Employee with the most hours in the Key Dresser Position shall be entitled to one (1) week of forty (40) hours paid vacation at the applicable straight-time key dresser rate of pay.

VIII. SICK TIME

All Employees shall accrue sick time at the rate of 1.54 hours per 40 hour week. Sick leave may be carried over and accumulated from year to year, but may not accumulate for more than 20 days.

IX. STAFF WARDROBE SUPERVISOR PARKING

For the Staff Wardrobe Supervisor, the Society will either pay half of the cost of parking or provide the Staff Wardrobe Supervisor with a \$130 Metrocheck (or download to a SmarTrip Card) monthly. Should the staff benefit change during the term of this Agreement, the benefit to the Staff Wardrobe Supervisor will change accordingly.

X. MISCELLANEOUS WORK RULES

- A. No Wardrobe Employee shall be requested, required, or permitted at any time, or for any reason, to give his service *gratis*.
- B. Whenever a Wardrobe Employee borrows an article, tool or apparatus for use at the Theater with the prior approval of the Society, the Society shall be responsible for any loss or liability due to fire, theft or accident. The Society shall bear no responsibility and shall

accept no liability under the foregoing circumstances for any acts of a Wardrobe Employee in this context, which have not been approved by the Society prior to the Wardrobe Employee's actions.

- C. The following sets forth the rental fees to be paid by the Society for equipment provided by Wardrobe Employees at the request of the Society:

<i>RENTAL FEES</i>	<i>Daily</i>		<i>Weekly</i>
Rental of selected items			
Sewing machine	\$ 50.00		\$175.00
Steamer	\$ 40.00		\$135.00
Iron and board	\$ 20.00		\$ 65.00
Rental of All Items (Total Kit)	\$100.00		\$375.00

- D. Wardrobe Employees shall wear complete black apparel and closed toe/heel shoes for all work performed during rehearsals and performances.
- E. Wardrobe Employees may be required to appear in costumes, provided they do not hamper physical action. They shall not be required to wear make-up or change hairstyles. Wardrobe Employees required to appear in costume and/or make up shall receive extra compensation equal to one (1) hour per performance at the Wardrobe Employee's straight time rate. Compensation for costume and/or make up shall in no way count toward computation of overtime. An apron or black clothing shall not be considered a costume, unless it is actually a costume within the context of the performance.
- F. All Wardrobe Employees are required to furnish their own hand tools consisting of the following: needle with white thread, needle with black thread, some safety pins, small flashlight (bite-lite), seam ripper and scissors. The foregoing are not subject to any rental fees.
- G. The Society will provide and maintain all necessary wardrobe equipment and supplies to allow Wardrobe Employees to perform their duties except as provided in Article IX(F) above.
- H. All Wardrobe Employees must complete their own timesheet at the end of each day worked and sign their own time sheet at the end of the last day worked in a pay period.
- I. During the term of this Agreement, it is the Society's intention to provide an annual written performance appraisal to the Staff Wardrobe Supervisor, which will be reviewed with that Wardrobe Employee.

XI. SAFETY

The Society shall make provisions for the safety and health of the Wardrobe Employees in compliance with applicable laws and regulations. The Wardrobe Employees shall take precautions for their health and safety, and shall comply with applicable laws and regulations and with the Society's rules and procedures. Safety equipment, when required, is supplied, without cost, to the Wardrobe Employee.

XII. EDUCATIONAL INCENTIVES

When technological changes or improvements in wardrobe equipment or machinery (including computer hardware and software) are contemplated by the Society, the Society shall use reasonable efforts to provide training on the operation and/or maintenance of such equipment for at least those Wardrobe Employees who will be responsible for such operation and/or maintenance. In those instances in which the Society specifically requires such training from individual Wardrobe Employees, it will compensate the Wardrobe Employee for the cost, if any, of the program approved by the Society and for the time involved in course attendance.

XIII. INSTITUTIONAL AND SHOW PUBLICITY AND PROMOTION

A. Television and Filming

1. The Society agrees that there will be no audio/visual capture outside the scope of Article XIII(B) without prior Notice and Agreement with Local 772 as to the payments and working conditions for said capture and usage thereof.

B. Publicity and Show Promotion

1. The Society shall have the right (using any technology/recording format) to shoot photographs, film footage, and/or record audio of the production, or any segment of production, of the rehearsals therefore, and/or interviews relating to the production, for the purpose of archiving, publicizing, promoting, or advertising the production or the Society through any media, without restrictions, under the following terms and conditions:
 - a. Such publicity, promotional, or advertising shooting, filming, and/or recording may be done when the crew is on call for another purpose (e.g., rehearsal, pre-set/continuity call, work call, performance) without any additional compensation.
 - b. For such publicity, promotional, or advertising shooting, filming, and/or recording when no crew is on duty and the Society requires work by a Wardrobe Employee to facilitate said shooting, filming, and/or recording, the Wardrobe Employee required shall be called in and paid at the hourly rate as provided for in this Agreement.
2. The Society shall have the right to use photographs, footage, and/or recordings created hereunder without additional compensation to Wardrobe Employees.

XIV. BENEFITS

A. Pension Fund

The Employer agrees to contribute by check, payable to the order of I.A.T.S.E. Local 772 Pension Fund on behalf of each Wardrobe Employee employed hereunder, an amount equal to seven percent (7%) of such Wardrobe Employee's gross earnings from all

employment for the Employer during the term of this Agreement. The Union shall provide the Society with the address of the Pension Fund.

B. Welfare Fund

The Employer agrees to contribute by check, payable to the order of I.A.T.S.E. Local 772 Welfare Fund, on behalf of each Wardrobe Employee employed hereunder, an amount equal to ten and a half percent (10.5%) of such Wardrobe Employee's gross earnings from all employment for the Employer during the term of this Agreement. The Union shall provide the Society with the address of the Welfare Fund.

C. Annuity Trust Fund

The Employer agrees to contribute by check, payable to the order of I.A.T.S.E. National Benefits Fund, PO Box 11944, Newark, NJ 07101, on behalf of each Wardrobe Employee employed hereunder, an amount equal to eleven and a quarter percent (11.25%) of such Wardrobe Employee's gross earnings from all employment for the Employer during the term of this Agreement. The Employer further agrees to execute a copy of the applicable Annuity Trust Fund Trust Acceptance Agreement, attached hereto as Appendix A.

Employer agrees to withhold any additional elected salary deferral (401(k) contributions) per the requirement above and submit same to the Annuity Fund.

- D. The Employer shall contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund during the term of this Agreement the amount of 0.25% of gross wages made per employee covered by this Agreement. All contributions shall be made payable to the IATSE Entertainment and Exhibition Industries Training Trust Fund (IATSE Training Trust Fund), and sent to PO Box 51317 Los Angeles, CA 90051-5617.
- E. In conjunction herewith, the Society is to submit to each Fund a statement of the respective names, social security numbers and gross earnings of the Wardrobe Employees for whom such contributions are being made and the amounts so contributed.
- F. The Union may elect to apply any increase resulting from an economic package adjustment to the amount contributed under Article XIII(A), (B), (C), (D) of this Agreement in lieu of applying such increase to rates of pay, provided that this election must be made for all Wardrobe Employees covered by this Agreement and further provided that the Society is given sufficient notice in writing by the Union of its election.
- G. By entering into this Agreement, the Employer further agrees to adopt and be bound by all the terms and conditions of the agreements and declarations of trust, the same as if it had signed each trust agreement itself. The Employer further agrees to be bound by all rules, regulations and procedures adopted by the trustees of each such fund, and all actions taken by them within the scope of their authority, including all rules and procedures for the collection of contributions, including the conduct of payroll audits. The Employer also hereby irrevocably designates as its representative those as are now serving, or who will in the future serve, as Employer Trustees, together with their

successors.

- H. Payments shall be made by the Society to the trustees of the Pension, Welfare, Annuity and Training Trust Funds by the tenth day of the month following the month for which the contributions were based or any other date determined by the Trustees of the respective funds.
- I. Should default by the Society make it necessary to institute suit for collection of arrears in contributions for any fringe benefit due and owing under this Agreement, the Society shall also be liable for any expenses reasonably incurred, including attorney's fees plus interest and other costs of the action.

XV. GRIEVANCE AND ARBITRATION PROCEDURE

- A. All disputes, controversies or grievances arising out of this Agreement or the interpretation of any of the provisions hereof shall be settled and disposed of within seventy-two (72) hours after notice of such dispute, controversy or grievance shall be given by the Union to the Society or by the Society to the Secretary of the Union, as the case may be. The seventy-two (72) hour period may be extended by written agreement of both parties.
- B. The matter in dispute shall be settled and determined by a committee of two persons or their alternates designated by the Union and by a like number of persons or their alternates designated by the Society. This Committee shall be known as the Joint Conference Committee. Unless a majority of the persons so designated shall settle and determine the matter within such period of seventy-two (72) hours, unless extended as provided for in Article XIV(A), from time of designation, the same may be referred by either party (the Society or the Union) to final and binding arbitration before an arbitrator selected from a panel of five arbitrators obtained from the American Arbitration Association.
- C. Pending the determination of the matter, no step shall be taken by either party to enforce its demands and the matter shall remain in status quo pending decision. Both parties agree that a report of any grievance may be made over the telephone or in person and later confirmed in writing by either party and both parties agree that they will have available their respective representatives for the hearing of such matter within such period of seventy-two (72) hours, unless extended as provided for in Article XIV(A).

XVI. NO STRIKE OR LOCKOUT

- A. If the Society complies with the above grievance procedure, the Union agrees that there shall be no strike, slowdown, picketing, work stoppage, refusal to work or other action by the Union for any reason which has the effect of interrupting or delaying the service or operations of the Society during the period of this Agreement. Similarly, if the Union complies with the above grievance procedure, the Society agrees that there shall be no lockout against Wardrobe Employees during the period of this Agreement.

- B. In the event of a breach by either party of its no-strike/no-lockout commitments hereunder, the other such party shall have an option to take all legal steps necessary to enforce strict compliance with this Agreement, including injunctive relief and damages for breach.

XVII. PAYMENT OF WAGES AND CHECKOFF

All wages and check-off of Union fees are to be paid at the end of each week except when mutually agreed between the Union and the Society. These monies are to be paid in U.S. currency drawn on funds in U.S. banks. All Wardrobe Employees are to be treated as W-2 employees with all applicable state and Federal taxes withheld.

XVIII. UNION SECURITY AND CHECK-OFF

- A. All Wardrobe Employees covered by this Agreement, as a condition of continued employment, shall, commencing on the 30th successive day following the employee's initial employment with the Employer, or the completion of 30 successive days of scheduled employment with the Employer, or 30 days following the effective date of this Agreement, whichever shall be the latter to occur, acquire and maintain membership in the Union, which shall be interpreted to require that the Employee obtain and maintain membership in the Union, or alternately satisfy the Financial Core obligation, as a continuing condition of employment.
- B. An Employee shall be considered in good standing in the Union provided the Employee tenders the amount of periodic dues and fees uniformly required as a condition of acquiring and maintaining membership in the Union, or alternatively, satisfy the Financial Core obligation. The Employer shall not discharge an Employee for non-membership in the Union if the Employer has grounds to believe that membership was not made available to the Employee on the same terms and conditions generally applicable to other members, or that membership was denied or terminated for reasons other than the failure of the Employee to tender the periodic dues and fees required as a condition of acquiring or retaining membership in the Union.
- C. The Employer will deduct and pay to the Union the regular amount of referral fees and dues assessments established by the Union Constitution or By-Laws from the pay of each Wardrobe Employee covered by this Agreement who voluntarily authorizes and directs the Employer to make such deductions. Each such authorization shall be in writing in the form prescribed and attached as Appendix C. The Union shall notify the Employer in writing who the payee of checks for such deductions shall be, and the name and address of the person to whom such checks are to be sent. The Employer shall be entitled to rely on such notices until receipt of a written modification thereof. The Employer shall transmit to the Union, a check for the total amount deducted together with a statement showing the name of each Wardrobe Employee and the amount paid on his or her behalf.

XIX. INJURY PROTECTION

The Society agrees to provide Workers' Compensation for all Wardrobe Employees covered by this Agreement. The Society must also provide a copy of its current Workers' Compensation Insurance Certificate to the Union, showing I.A.T.S.E., Local 772 as being the certificate holder.

XX. MISCELLANEOUS

- A. In this Agreement the plural shall include the singular and the singular shall include the plural; the masculine shall include the feminine.
- B. In order to effectuate the terms of this Agreement, both the Society and the Union recognize reciprocal rights to request relevant, non-privileged information, and/or documents pertaining to such information, as is reasonably necessary to assess compliance with the terms of this Agreement.
- C. In the event that any term, paragraph, or provision of this Agreement is found to be unenforceable or in violation of law, either in whole or in part, then the offending language shall be construed as valid and enforceable to the extent permitted by law, and the invalidity or unenforceability of the offending language shall not affect the validity and enforceability of the remaining terms, paragraphs, or provisions of this Agreement and each such term, paragraph or provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. In the event any term, paragraph or provision is held invalid where the compliance with any such provision is restrained, then the Society and Union shall enter into immediate negotiations, upon the request of either, for the purpose of arriving at a mutually satisfactory replacement for such article or section.

XXI. DURATION OF AGREEMENT

- A. This Agreement shall be for a term of four (4) years commencing on September 1, 2018 and expiring on August 31, 2022.
- B. Unless written notice is given by either party to the other at least sixty (60) days and not more than ninety (90) days prior to date of termination of a desire for change therein or to terminate same, this Agreement shall continue in effect for an additional year and from year to year thereafter, subject to termination or modification at the expiration of any such contract year upon notice in writing given by either party to the other at least sixty (60) days and not more than ninety (90) days prior to the expiration of such contract year. Notwithstanding the above, in the event written notice is not given within the time period specified above and the Agreement continues in effect for an additional year, at the request of either party the contract shall be reopened only for the purposes of negotiating wages.

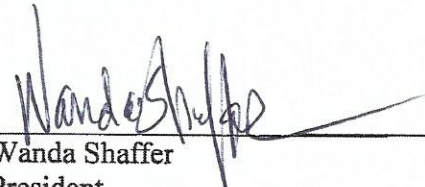
IN WITNESS WHEREOF, the parties hereto have set their hands to the Agreement by their duly authorized representative this 19 day of MAY, 2018.

FOR FORD'S THEATRE SOCIETY


By: 
Paul R. Tetreault
Director

Date: 5/17/18

FOR IATSE LOCAL 772

By: 
Wanda Shaffer
President

Date: 19 May 2018

By: 
Martha Timlin
Business Agent

APPENDIX A

[LATSE ANNUITY TRUST DOCUMENTS]

APPENDIX B

The first date of employment of the Staff Wardrobe Supervisor is as follows:

1. Constance Harris

Date: September 1, 2018

APPENDIX C

REFERRAL FEE CHECKOFF AUTHORIZATION LOCAL 772, I.A.T.S.E.

Date: _____

To: _____

You are hereby authorized and directed to deduct three percent (3%) from my gross earnings as required by the collective bargaining agreement between the Society and Local 772, International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC for Union referral services.

In addition, I authorize the Society to remit such deduction to the Union on the date provided in the collective bargaining agreement for such deduction. This authorization is made consistent with all terms of the National Labor Relations Act, as amended. This referral fee does not constitute the payment of Union Initiation fees or Union dues.

Signature: _____

Name (Print): _____

Address: _____

Social Security No.: _____

Telephone Number: () _____

SIDE LETTER

The Parties agree that the Society's agreement to withdraw the words "harassing, fighting, threatening" from its April 17, 2008 proposal for Article III(C) (Termination) shall have no precedential effect and shall not, in arbitration or other litigation, be introduced into evidence or relied on to support or oppose any position taken by either Party with respect to the interpretation or application of Article III(C).

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