

COLLECTIVE BARGAINING AGREEMENT

-between-

ATLANTIC THEATER COMPANY

-and-

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF
THE UNITED STATES, ITS TERRITORIES AND CANADA**

March 31, 2025 – July 31, 2028

PREAMBLE

AGREEMENT made on March 24, 2025, by and between ATLANTIC THEATER COMPANY (hereinafter referred to as 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, (hereinafter referred to as “IATSE” or the “Union”).

ARTICLE 1 – RECOGNITION

Pursuant to NLRB Case 02-RM-329986 and 02-RC-330219, Atlantic Theater Company (“Employer”) recognizes International Alliance of Theatrical Stage Employees (“IATSE” or “the Union”) as the sole and exclusive bargaining agent for all full-time, regular part-time, seasonal, and on-call production employees employed by the Employer, including stagehands, carpenters, electricians, scenic artists, properties, sound/audio, video, hair and makeup, wardrobe, and costume employees; assistant production managers, production electrician, technical directors, assistant technical directors, (“Employees”), employed by the Employer at its facility at the Linda Gross Theater, 336 West 20th Street, New York, NY, and at Atlantic Stage 2, 330 W. 16th Street, New York, New York (a/k/a Atlantic Theater) who perform work under the jurisdiction and scope of the Union.

Excluded from the bargaining unit are all other employees, including house managers, box office employees, production managers, company managers, operations managers, audience services managers, guards, professional employees, managers, and supervisors as defined in the National Labor Relations Act.

ARTICLE 2 – JURISDICTION

A. INCLUDED.

The jurisdiction of Union shall include the type of work set forth below in Article 3 with respect to the production of live performances for a public audience produced by the Employer on stage and such other areas directly related to the performances, specifically including backstage areas, wardrobe, the loading dock, and production storage areas.

B. WORK THAT CURRENTLY IS AND MAY CONTINUE TO BE PERFORMED BY STUDENTS, NON-UNIT STAFF, AND/OR VENDORS.

Because the following work currently is routinely performed by both non-unit employees and third parties, as well as by unit Employees, such work may continue to be performed by non-unit entities.

1. Any and all activities under the auspices of Atlantic Theater Company's education department (hereinafter, "Atlantic School"), which includes but is not limited to student productions, Atlantic for Kids, and Staging Success.
2. Any and all activities managed through a third-party rental and/or by the landlord. The Employer solely and exclusively shall determine to whom it may rent its facilities and the terms of any such third-party rental of its facilities. If the Employer offers to employ Employees to perform work for any third-party rentals, such labor shall be compensated under the terms of this Agreement.
3. Filming, taping, television, and any publicity or promotional activities. If the Employer offers to employ Employees to perform work for these excluded activities, such labor shall be compensated under the terms of this Agreement.
4. Non-performance and non-theatrical activities, including but not limited to internal and administrative gatherings for staff, community service activities, fundraising and marketing activities, and/or any activities where no public audience is involved. Employees performing such work shall receive the wages for Stage 2 and fringe benefit contributions specified in this Agreement.
5. Any areas not related to the production of live performances for a public audience and produced by the Employer on stage and such other areas directly related to the performances, including administrative spaces, lobbies, patron seating areas, marquees, offices, all non-production storage areas, non-stage rehearsal spaces, and any off-site area. Employees performing such work shall receive the wages for Stage 2 and fringe benefit contributions specified in this Agreement.
6. Any and all rentals of or off-site construction by any third-party providers of any physical production elements including, but not limited to, scenery, scenic elements, costumes, props, lighting, sound, and wigs. Upon possession by the Employer (delivery of these production elements at the Employer's site), all subsequent work will be covered by this Agreement.
7. Any and all activities, that would otherwise be included under the jurisdiction of this Agreement, that an actor (as defined under the agreement with the Actors' Equity Association) chooses to self-perform.
8. The stage management production assistant may continue to assist with set moves and props in accord with past practice.
9. The following duties, unless performed by a Department Head: (i) assist HR, Finance, and/or the Production Manager in recruitment, scheduling, supervising, and hiring, to include executing all contracting, onboarding, and fee payments/payroll for new over hire employees; (ii) manage or assist managing financial transactions, to include tracking and reconciling production and theater expenses, managing invoices, reconciling cash advances, purchase cards and

reimbursements, establishing vendor relationships, making purchases on behalf of the Employer, and all other production related budget items; (iii) manage scheduling, communication, and direction of production related meetings; (iv) creating and maintaining department records, including but not limited to budgets and production calendars in Google Drive, DropBox, Outlook, etc.; (v) act on behalf of the Production Manager, including leading the production crew, designating night and weekend coverage, or otherwise representing the Production Manager.

The Employer, in its sole discretion, may offer Employees work, including the work enumerated in this Article 2(B), at terms and conditions proposed by the Employer unless otherwise specified in this Article 2(B). Employees may, at their discretion, accept or decline such work. Neither the offer or acceptance of such work by Employees shall constitute a precedent or past practice under this Agreement. Further, the Employers offer to employ an Employee in such circumstances does not mean that the Employer must offer such work to all other employees.

ARTICLE 3 – SCOPE

1. Stagehands: The scope of this Agreement hereunder shall extend to all carpentry, electrical, audio, video, property, and other theatrical related work (including but not limited to control consoles, lighting board operations, special effects, pyrotechnics, projection, and pipe and drape), recognized as traditionally falling within the jurisdiction of the Union performed on the stage and related areas as specified above in an Employer production as defined above including but not limited to “loading in” and “loading out,” handling, installation, operation, assembling, and dismantling of theatrical equipment, when under the control of the Employer. Stagehand jurisdiction includes the loading and unloading of such theatrical equipment in the building.
2. Wardrobe and Costume Shop Employees: The scope of this Agreement shall extend to all costumes, wardrobe and other related work recognized as traditionally falling within the jurisdiction of the Union. This work shall be for “Loading In” and “Packing Out” of the show, handling, hanging, draping, cutting, sewing, tailoring, shopping, fabric artistry (including, but not limited to, aging, dying, fabric painting), millinery, finishing, beading, feathering, and all other costume-making work, pressing, dressing, laundry, hand laundry, spot cleaning and related work covered herein and used in connection with entertainment, shows or attractions, including rehearsal, publicity, maintenance and performances where wardrobe or costumes are used, when under control of the Employer. Wardrobe employees may aid in tattoo coverage of one actor’s body per show. The tattoo must be on an unreachable part of the actor’s back, be no more than three (3) inches in diameter, and a designer must approve the product and application of any coverage.
3. Make-Up Artists and Hair Stylists: The scope of this Agreement is all hair and makeup work, including all work traditionally falling within the jurisdiction of the Make-Up Artists and Hair Stylists union, when under control of the Employer. For the avoidance of doubt, a Hair Stylist may do non-specialty make-up, tattoo coverage or application and blood application, provided that a designer approves of the product and application. Except as

provided above, for the purposes of this paragraph, no dual function employee serving as a make-up artist and wardrobe employee shall perform non-specialty make-up, tattoo coverage or application of blood.

4. Scenic Artists: The scope of the work covered under this Agreement hereunder shall extend to all scenic artwork done on all types of theatrical scenery, and properties including the sampling of techniques, texturing, painting, dyeing, sculpting, and the application of all types of graphics and decorative materials when applied by any means (including the instruction over the setting up and placement of all scaffolding, and bridges used in the painting of scenery and instruction over the tacking down and folding of drops), which shall be recognized as traditionally falling within the jurisdiction of the Union, when under the control of the Employer.

ARTICLE 4 – MANAGEMENT RIGHTS

Except as expressly limited by a provision of this Agreement, the Employer retains, solely and exclusively, all the rights, powers and authority exercised or possessed by it prior to the execution of this Agreement including the following: (i) to manage, direct, and maintain the efficiency of the business and Employees and control its departments, building, and operations and to control, acquire and divest its equipment; (ii) subject to effects bargaining, to create, change, combine, or abolish Employee jobs; (iii) to discontinue work for business, economic or operational reasons; (iv) to determine staffing patterns and levels and the number and schedules of Employees needed; (v) to hire, transfer, promote or lay off Employees; (vi) to demote, suspend, discipline and discharge Employees; (vii) to schedule, specify or assign: work, work requirements, and overtime or the avoidance thereof; (viii) to assign work and decide which Employees are qualified to perform such work; (ix) to determine the places where work will be performed; (x) to pay wages and benefits in excess of those required by this agreement; (xi) to effect technological changes in its equipment and operations; (xii) to adopt work standards and rules of conduct to comply with new standards, laws, and/or regulations applicable to the Employer.

The Employer's current Production Department Crew Employment Handbook is null and void as of the effective date of this Agreement, and only the obligations outlined herein apply to Employees. The Employer shall further retain all rights, powers, and authority to establish rules and regulations that are not inconsistent with the terms of this Agreement.

ARTICLE 5 – WAGES AND BENEFITS

Upon Ratification - July 31, 2026			Aug 1, 2026 - July 31 2027		Aug 1, 2027 - July 31 2028	
	LINDA GROSS THEATER (LGT)	Stage 2	LINDA GROSS THEATER (LGT)	Stage 2	LINDA GROSS THEATER (LGT)	Stage 2
Programmers: Electrical Board, Video/Projection Board, Automation	40	37.5	41.6	39.1	43.26	40.76
Category A: Department Heads: Technical Director, Production Electrician, Production Audio, Costume Supervisor, Head Make-up and Hair Stylist, Chargeperson Scenic Artist, Production Video, Prop Supervisor	37.5	35	39	36.50	40.56	38.06
Category B1: Associate Department Heads: Associate Technical Directors, Associate Production Electrician, Associate Scenic Charge Artist	36	33.5	37.44	34.94	38.94	36.44
Category B2: Assistant Department Heads: Assistant Technical Director, Assistant Production Electrician, Assistant Production Audio, Assistant Costume Supervisor, Assistant Production Video, Assistant Prop Supervisor	34	31.5	35.36	32.86	36.77	34.27
Category C: Specialty Skill Technician; Journey Scenic Artist	34	31.5	35.36	32.86	36.77	34.27
Category D: Crew Lead and Associate Production Manager	32	29.5	33.28	30.78	34.61	32.11
Category E: All Other and Assistant Production Manager	30	27.5	31.2	28.7	32.45	29.95
Run Crew Weekly	1200	1100	1248	1148	1297.9	1198
Benefits paid to the plans proposed by Union	15%	15%	15%	15%	16%	16%

RUN CREW PROVISIONS:

1. Performance weeks shall consist of up to eight (8) performances plus up to eight (8) hours of non-performance calls (continuity calls, work calls, rehearsal calls, etc) related to the production, commencing with the first performance. Performance is considered to begin not more than 1.5 hours prior to curtain time and ends following industry standard post-show activities. Overtime at the rate of 1.5 of the Journey salary will be applicable for any work performed over 40 hours.
2. A week's compensation shall be paid, even if fewer than eight performances and 8 hours of non-performance calls are scheduled in any week, provided that if the first paid public performance is on any night except Tuesday or the closing performance is on any night except Sunday night, payment to the Run Crew Employee for that part of the calendar week in which the first paid public performance and/or closing occurs shall be for such number of performances pro-rated at one-eighth.
3. A ninth performance in a week is permitted herein without additional payment, provided that non-performance calls are limited to one, and the crew is given at least one week's notice of intention to give an extra performance.
4. In the event a Run Crew Employee misses a performance(s) or scheduled work call(s), their weekly salary will be pro-rated at a rate of one-tenth.

CREW LEAD:

1. A Crew Lead will be designated as follows:
 - a. When a Run Crew Stagehand department (i.e. electrics, audio, deck) includes 2 or more individuals.
 - b. When a Run Crew Wardrobe department includes 2 or more individuals
 - c. When a Run Crew Hair and Make-up departments includes 2 or more individuals.

SPECIALTY SKILL TECHNICIAN:

If Specialty Skills are performed for any part of an hour, the technician who performed the skills will be paid at the specialty skill rate for that hour, or their prevailing rate, whichever is higher. Specialty Skills include but are not limited to welding, brazing, soldering, specialty rigging, operation of human flying rigs, special effects performed requiring a licensed operator, fiber optics, network design and troubleshooting, beading, and any other wardrobe work requiring special ability and workmanship. Makeup duties performed by a makeup artist and/or hairstylist on a per diem basis outside of run of show. Maintenance and repair of items covered by the specialty work rate shall also be paid at the specialty rate when performed by factory certified personnel.

BENEFITS:

Local	Plan	Year One 15%	Year two 15%	Year three 16%
Local One	Health and Welfare Fun	10%	10%	10%
	Pension Fund	5%	5%	5%
	Annuity Fund			1%
Local 764	IATSE National Health & Welfare Fund Plan C	13%	13%	13%
	IATSE Local 764 Annuity Fund	2%	2%	3%
Local 798	IATSE National Health & Welfare Fund Plan C	15%	15%	15%
	IATSE Annuity Plan			1%
USA829	IATSE National Health & Welfare Fund Plan C	13%	13%	13%
	IATSE Annuity Plan	2%	2%	32%

STAGE 2 RATES:

If an individual starts their call at Stage 2 and moves to Linda Gross during the same call, their rate will increase to the Linda Gross rate for the remainder of that call. If their call starts at Linda Gross and moves to Stage 2 during the same call, the Linda Gross rate will prevail for the entirety of the call.

ARTICLE 6 – WORKING CONDITIONS**A. HIRING REQUIREMENTS AND SCOPE OF EMPLOYMENT**

Upon hire, Employees shall be advised in writing as to the nature of their work, their rate of pay, and the term of employment. Employees will be assigned specific duties and functions within their specific areas of expertise (e.g., load-in/load-out, run of show, maintenance, or specialty projects). Occasions will arise in which Employees are asked to perform functions in different departments based on need and within reasonable expectations based on necessary skills and knowledge. Employees are not entitled to continued employment after the completion of the assignment for which they were hired.

B. BREAKS

Employees shall receive a one-hour unpaid meal break after no more than six hours of work and no less than two hours of work. Meal breaks of one hour or greater are unpaid and the Employee must provide their own meal. A meal break of less than one hour but no less than thirty (30) minutes is a paid meal break and the Employee must provide their own meal. A meal break of less than thirty (30) minutes is a paid meal break and the Employer will provide the Employee with a meal. For a provided meal, the meal period shall commence when food is

provided.

All Employees will receive a guaranteed ten (10) hours off from work after the end of their call before returning for the next labor call the following workday. For every hour or part thereof that the ten (10) hour turnaround is shortened, the Employee will be paid one and one half (1.5x) times their regular rate of pay rounding up to the nearest whole hour.

C. CANCELLATION AND POSTPONEMENTS

1. Twelve (12) hours' notice will be given on the cancellation of a performance or work call. Employees will be compensated for the full call for which they were booked if the call is canceled within twelve (12) hours or less notice. In the event of a cancelled performance, the call may be converted to a rehearsal or work call and the Run Crew weekly salary shall apply without additional payment.
2. Crew members will be compensated for half of their potential pay for calls canceled on twenty-four (24) hours or less notice. Cancelled calls that are paid out will not be paid through an overhire's timesheet. These hours must be submitted separately by the appropriate department head to production management. Cancelled hours will be paid at the straight-time rate and do not contribute to the weekly forty (40) hour overtime threshold.

If an entire production is canceled, or postponed, Run Crew Employees will receive two (2) weeks' notice or pay in lieu thereof. Run Crew may be required to perform other suitable work during the two week notice period, if notice is not provided at least two weeks prior to the cancellation.

3. In the event of an unforeseen situation (snowstorm, blackout, hurricane etc.), Employees should assume that the theater will be open unless they are contacted by their Department Head or Production Management. If an Employee is unable to get to work due to inclement weather, the Employee should contact their supervisor.
4. To the extent there is 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 a subsequent week without incurring any penalty or premium, provided that (i) Employees are notified of the cancellation at least four (4) hours before the originally scheduled start of the pre-set call for the affected performance, and (ii) no more than sixteen (16) performances are given in any two (2) week period.

ARTICLE 7 - GENERAL CONDITIONS

1. **Minimum Call:** The minimum daily call shall be four (4) hours.
2. **Continuity calls:** one or two hours of pre- or post-show continuity calls (in total)

shall be allowed, to be paid at the prevailing hourly rate. Pre-show continuity calls shall begin immediately prior to the performance call. Post-show continuity calls shall begin at the conclusion of normal post show duties.

3. Schedule:

- a. Upon two weeks' written notice to Employees, the Producer may alter the performance schedule during holiday periods and for the week of and/or the week prior to the official opening to accommodate a consecutive two-week performance schedule of seven performances in one week and nine performances in the other week. The performance schedule may be altered up to three additional times per calendar year, at the Producers' discretion. In no event may there be more than five performances in any three consecutive days. There must be two days off during such two-week period, not necessarily one in each week. In these instances, Run Crew will be paid the weekly Run Crew salary each week. For the avoidance of doubt, there will be no reduction in payment in the seven-performance week and no additional payment in the nine-performance week.

4. Overtime/Premium Time:

- a. The Employer must preapprove all overtime. Overtime is paid based upon only hours actually worked.
- b. Time and one half the applicable hourly rate shall be paid for all work over ten (10) hours in one day.
- c. Time and one half the applicable hourly rate shall be paid for all work over forty (40) straight time hours in one week.
- d. Double time (two times) the applicable hourly rate shall be paid for all work performed between 12:00 midnight and 8:00 AM.
- e. Employees who work past nine (9) consecutive days will be paid at time and one half the applicable hourly rate on the tenth consecutive day.
- f. There shall be no pyramiding of Overtime. In circumstances where multiple premiums may apply, only the highest premium shall be applicable.

5. Working Outdoors and Off-Site:

- a. When the Air Quality Index exceeds 151 or when temperatures are below 50 degrees or above 90 degrees, the employees at that work location shall take an on-the-clock, mandatory cumulative break of 15 minutes per 45 minutes worked in such conditions, in addition to any other contractual break. The employees shall be provided with a rest area out of contact with the hazard, such as direct sun or smoke, or when applicable, heated to room temperature, and provided ample drinking water. Temperature and Air

Quality will be checked at the beginning of the call and at four-hour intervals.

- b. Employees who are required to transport themselves to and/or from an off-site location (defined as outside the 5 boroughs) will be reimbursed for the cost of travel. Alternatively, the employer may provide a rental car or rideshare service for the crew to use for transit to and from off-site location. Transportation method must be approved in advance. Employer will reimburse the employee for any tolls. Reimbursement must include receipts and be submitted within one week of travel.
 - c. Employees who are required to work off-site for the purpose of “shop prep” shall have a ten (10) hour minimum day and will have lunch paid for by the Employer. For the avoidance of doubt, this shall not apply to trips to the rehearsal room, off-site storage, and shop visits. Commuting time does not count as hours worked.
6. **Breaks:** Employees shall receive a ten (10) minute break between every two and two and one-half hours of work, excluding performance calls. During rehearsals, employees may be broken in accordance with the actors break schedule, but no less than a 5-minute break every 55 minutes of rehearsal and a 10 minute break for every 80 minutes of rehearsal. Employer shall provide coffee/beverages during the first break of the day. Water shall be made available for all breaks.

7. **Holidays:**

The Employer’s observed holidays are as follows: New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Thanksgiving Day, and Christmas Day.

Notwithstanding the above in Article 7, Paragraph 3: Schedule, if there are fewer than eight (8) shows in the week by reason of a Holiday, and the crew is off on the Holiday, the crew will be paid their Run Crew Salary.

Employees required to work on Holidays shall be compensated at one and one-half times (1.5x) the straight time hourly rates.

8. **Costume Pay:** Employees required to wear costumes during a performance, shall receive an additional \$35.00 per performance week. This shall not apply to any Employee asked to wear personal “black clothing.” For the avoidance of doubt, adding an element or prop like an apron or a hat to street clothes or black clothing shall not be deemed a costume.
9. **Physical Therapy:** Should the Employer provide physical therapy to the actors on Atlantic premises, performance crew will also be permitted to utilize this service, subject to availability. This shall only apply when Employer offers physical therapy

to the entire acting company.

10. **Jury Duty:** If a member of the run crew serves on a jury during the run of the show, time off with full regular compensation will be paid for up to three (3) days.

ARTICLE 8 – VOTING LEAVE

Employees without sufficient time to vote outside of working hours may take up to two hours of paid leave to vote. Employees with four consecutive hours off while the polls are open shall be deemed to have sufficient time to vote. Unless the Employer and the Employee otherwise agree, voting time off must be at the end or beginning of the shifts as designated by the Employer. Employees must give at least two days' notice of the need for leave time to vote.

ARTICLE 9 – ILLNESS, INJURIES, AND SICK LEAVE

A. ILLNESS

1. Employees must not report for work if they are contagious, fevered, and/or are taking prescription or over-the-counter medications that might impair their ability to function safely.
2. If an Employee is unable to report for work, they must inform their supervisor immediately. Whether an Employee is hired in the future will not be affected by time missed due to a legitimate illness.
3. The Employer may send an Employee home if their presence poses a health or safety risk to the Employee or the staff. Employees agree to adhere to any Health and Safety protocols defined by the Employer, which are in accordance with the required safety procedures outlined by New York State guidance and requirements.

B. INJURIES

1. The Employer carries workers' compensation insurance which covers all Employees; therefore, all Employees should immediately report any work-related illness or injuries to their supervisor. Employees should report injuries to Department Heads, General Management, or the Production Office as well as the Crew Lead.
2. Employees, in conjunction with their immediate supervisor or Department Heads, General Management, or the Production Office, must file an injury report within twenty-four (24) hours of sustaining the injury. Injury reports can be obtained from Department Heads, General Management, or the Production Office.

3. Any Employee who seeks medical attention at any time for a work-related injury must inform the Company Manager via Production Management as soon as possible. When medical attention is sought, Employees must mention this is a work-related injury.

C. SICK LEAVE

1. Employees will earn one hour of paid sick leave for every 30 hours worked up to a maximum of 56 hours per calendar year. Accrual begins immediately upon hire.
2. Sick leave will be paid at the Employee's regular rate of pay. Sick leave may be used in increments of four hours or more. The use of paid sick leave is limited to 56 hours per year, regardless of how much time an Employee has accrued. Up to 56 hours may be carried over into a new year.
3. Sick leave may be used for paid time off and in accordance with New York City and State law.
4. Unused sick leave will not be paid out at the end of employment. If an Employee returns to work for the Employer within six months, they will be entitled to any unused sick leave that they had accrued at the time of termination and will be allowed to use it immediately.
5. If the need for sick leave is foreseeable, Employees must provide seven days' advance notice in writing. If the need for sick leave is unforeseeable, the Employee must provide notice as soon as possible.

D. FAMILY LEAVE: The Employer shall provide paid family leave consistent with New York State Paid Family Leave Act.

ARTICLE 10 – NON-DISCRIMINATION AND ANTI-HARASSMENT

A. NON-DISCRIMINATION

The Parties hereto reaffirm their commitment to a policy of non-discrimination with respect to equal employment opportunity hereunder on the basis of sex, race, color, creed, gender identity and/or expression, national origin, age, disability (as defined in the Americans with Disabilities Act), sexual orientation, marital or familial status, veteran status, political persuasion or belief, hairstyle or hair texture, religion, pregnancy, gender, medical condition (including genetic and pre-disposing characteristics), actual or perceived height, weight, and genetic characteristics, linguistic characteristics (such as accent or limited English proficiency where not substantially job related), citizenship status, prior arrests or conviction record, domestic violence survivor status, union membership, and/or any other categories protected by New York State and City law (collectively, the "Protected Characteristics"). There shall be no discrimination, including but not limited to race

discrimination or sex-based discrimination, against any individual seeking employment, whether committed by supervisory or non-supervisory personnel, management, Employees, or third parties.

Employees shall not be required to perform or work in any theatre, public or private institution, or other place of performance, where discrimination in any form is permitted or practiced, including but not limited to discrimination or harassment because of any Protected Characteristics.

All members and employees of the Employer shall be treated with tolerance towards and without prejudice to any person(s) because of any Protected Characteristics.

B. SEXUAL HARASSMENT

Sexual and other forms of harassment are unlawful and will not be tolerated under any circumstances. To ensure a workplace free of sexual harassment and promote good employee relations, all Employees are required to report any and all sexual harassment complaints to the designated individual. The Employer shall designate those individuals to whom any instances of harassment or other unethical or harassing behaviors will be reported. All Employees at the time of hire and subsequently one time per year, shall be informed of who those individuals are. All reports will be taken seriously by the Employer and, after a fair fact-finding investigation appropriate disciplinary action will be taken. The Employer will protect the confidentiality of sexual harassment allegations to the farthest extent possible. Retaliation will not be tolerated.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors or any other visual, verbal or physical conduct of a sexual nature when: (i) submission to the conduct is made for either an explicit or implicit condition of employment, (ii) submission to or rejection of the conduct is used as the basis for an employment decision; or (iii) conduct occurs that is unwelcome and is sufficiently severe or pervasive as to interfere with an Employee's work performance or create an intimidating, hostile or offensive work environment.

C. RESPECTFUL WORKPLACE

1. The Employer and the Union acknowledge the need to create a safe, healthful and respectful workplace.
2. The Employer will make every best effort to ensure that employees covered under this Agreement must take a course in Equity, Inclusion and Diversity. This course shall be provided by management. The curriculum shall include training on topics including but not limited to unconscious bias, microaggressions, privilege, bullying and harassment, cultural sensitivity, bystander awareness and allyship, and diversity and inclusion in all aspects of hiring. Other members of the production team (i.e., directors, designers, actors, etc.) will be encouraged to attend.
3. The Employer represents and warrants that they will endeavor to maintain a work environment free of harassment, bullying or other inappropriate behavior.
4. Disrespectful acts, harassment or bullying will be addressed directly and immediately, and

shall be referred to the appropriate supervisor or HR department. The Employer shall designate an individual to whom any instances of harassment or other unethical or harassing behaviors will be reported.

ARTICLE 11 – SECURITY AND PERSONAL PROPERTY

A. SECURITY

The Employer will provide a safe and healthy work environment and comply with all federal, state and local safety regulations and laws. Employees are expected to follow safe work practices. This includes but is not limited to: wearing closed heel and closed toe shoes, the use of safety lines and harnesses where necessary, and wearing appropriate eye and ear protection when necessary. Employees are required to comply with the Employer's safety guidelines, including but not limited to the Hard Hat Policy, and Guidelines on the Safe Use of Genie Lifts and Scaffolding. Employees must report any suspicious activity in the building to their Department Head.

B. PERSONAL PROPERTY

1. Employees may choose to leave some of their personal items at the theater between calls. Employees choosing to do so must put their names on their personal items, this can be done by using white gaffer's tape and a marker. Tape and markers can be obtained through the Department Head. Items that are not labeled may be removed.
2. The Employer is not responsible for lost or stolen items. If loss occurs, Employees may report specifics of their loss to the production office to be included in the lost and found log for follow up. If a known theft occurs, Employees are encouraged to file a police report with the local precinct.
3. If an Employee is loaning personal property to be incorporated into a show, they must register the item by filling out the appropriate rental paperwork or the item will not be covered for loss or damages.

C. IDENTIFICATION

Some Employees may receive an Atlantic Theater ID Tap Card or theater keys. When an ID card is received, Employees must check it to ensure that the information on it is correct. If an ID card or key is lost or stolen, Employees must report it to the Production Office as soon as possible. Theater keys must be returned at the end of employment. Lost theater keys will be subject to a fifty-dollar (\$50) fee.

ARTICLE 12 – DRUG-FREE WORKPLACE

- A.** The use of illegal drugs and alcohol prior to or during a call, or during meal breaks is strictly prohibited. Use of illegal drugs or alcohol prior to or during a call, or during a meal break, is grounds for immediate termination.
- B.** Employees are prohibited from the use, sale, dispensing, distribution, possession, or manufacture of illegal drugs and narcotics or alcoholic beverages on the Employer's premises or work sites. Occasional work-related events may include alcohol and Employees should use their best judgment when consuming alcohol in these contexts. In addition, Employees are prohibited from the off-premises use of alcohol and possession, use, or sale of illegal drugs when such activities adversely affect job performance, job safety, or the Employer's reputation in the community.
- C.** Employees will be subject to disciplinary action, up to and including termination, for violations. The Employer may require Employees to participate satisfactorily in a drug assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency when necessary.
- D.** Residual Presence Exception Clause: The detection of legally prescribed, over-the-counter, or state-legal substances, including marijuana where permitted by law, at levels that do not impair the employee's ability to perform their job safely and effectively shall not be considered a violation of this policy. The Company recognizes that certain substances may remain detectable in an individual's system beyond their period of impairment. Employees are responsible for ensuring that their use of any legal substance does not interfere with workplace safety or performance.

ARTICLE 13 – CONFIDENTIALITY AND PUBLICITY

A. CONFIDENTIALITY

Employees must not divulge or publicly share, through social media or any other means, the Employer's confidential and proprietary information, including but not limited to any copyright protected pictures or depictions of any set, costume, lighting, sound, wig, projection, or props designs, models, plans, sketches, or elements. Employees should not construe this as requiring them to refrain from discussing the terms and conditions of their own or their co-workers' employment.

B. CAPTURE AND BROADCAST OF THE PRODUCTION

The following terms and conditions shall apply when the employer or any third party shall capture, broadcast, exhibit, distribute or otherwise disseminate by any means whatsoever, whether live or recorded, any visual image or sound of a rehearsal in the theater, performance or any other part of

the Production. The following applies only when the activity is under the direct control of the Employer.

When the Employer makes, or causes to be made, a visual and/or aural record of a performance, in whole or in part, edited or unedited; on motion picture film, magnetic tape, videotape, compact disc, digital video disc, or other mechanical, electronic or technological method that currently exists or that may be developed in the future, the process of making such a record shall be referred to hereinafter as the "Capture" or "Reproduction" of the Production, and the visual and/or aural record itself, any part thereof or a copy thereof, whether edited or unedited, shall be hereinafter referred to as the "Captured Material".

Where practical, the Employer shall give the Employees forty-eight (48) hours' notice of the time of Capture, but in no event less than twenty-four (24) hours' notice.

1. **Provisions for the use of Captured Material for Publicity and Promotion:** Captured Material for publicity and promotion includes but is not limited to – publicity, marketing, public relations, fundraising, audience development, education, transfers, prize, award, and festival applications, and/or civic, state, or national promotion.
 - a. No more than fifteen (15) cumulative minutes of edited performance captured by the Employer or a third party shall be used. The edited footage/material may depict an entire scene or musical number.
 - b. In no event may the Employer serialize the Production on one or multiple distribution points and/or delivery platforms without negotiating terms with the Union prior to such use.
 - c. Usage is permitted on websites of the Employer (including third-party hosting sites); not-for-profit arts and tourism-related agencies of the city, county, state and intra- and inter-state region in which Employer is located; local Rotary, Chamber of Commerce, and local not-for-profit "booster" organizations; media web sites; arts calendar web sites (such as Playbill.com); third-party promotional and ticketing services (e.g. Theatremania.com, Ticketmaster, WebTix.com); and not-for-profit arts service and arts promotion organizations (e.g. Theatre Communications Group, Americans for the Arts).
 - d. Captured Material used for promotion and publicity may be delivered through the following platforms, including, but not limited to: broadcast and cable television, internet, social media platforms, mobile technology (including, but not limited to, cell phones), sales kiosks, podcasts, wallpaper, and video e-blasts. Employers may also use and provide materials captured hereunder to other substantially similar delivery platforms that are currently available or as they may evolve.
 - e. The Union and the Employer may obtain and use footage from any production (including closed productions), for the purpose of promoting and branding the Employer, the Union and the industry, provided the Union and the Employer secure in

writing all necessary permissions and pay any applicable fees for use of such material (if any), and credits are listed for the Employer, Union and the Production.

- f. **Virtual Ticketholders.** The Employer shall have the right to simulcast live a regularly scheduled performance or capture a regularly scheduled performance to stream through a password-protected or otherwise restricted website to virtual ticketholders under the following conditions:

- i. The simulcast/stream will only be available to virtual ticketholders for the production;
- ii. The Employer will make best efforts for the simulcast/stream to be hosted on a website capable of a single, non-transferable viewing;
- iii. Exhibition on paid streaming services that regularly offer access to recorded programming (e.g., Netflix, Hulu, HBO Max, Disney+, AppleTV+, CBS All Access, Peacock, Broadway HD, etc.) is strictly prohibited;
- iv. Combined sales for in-person and virtual tickets may not exceed the stage's normal seating capacity for the originally scheduled run;
- v. The Union may request all data and reports related to the simulcast/stream;
- vi. The Producer will notify The Union if the terms of this Article 13 are used for a production.

- g. **Archive Streaming.** The Employer shall have the right to stream a capture of a closed production through a password-protected or otherwise restricted website under the following conditions:

- i. The Employer will make best efforts for the stream to be hosted on a website capable of single, non-transferable viewing;
- ii. Exhibition on paid streaming services that regularly offer access to recorded programming (e.g., Netflix, Hulu, HBO Max, Disney+, AppleTV+, CBS All Access, Peacock, Broadway HD, etc.) is strictly prohibited;
- iii. The views per week may not exceed 200% of the archived production's seating capacity for eight performances, except that for theatres with 350 seats or fewer, the views per week may not exceed 300% of the archived production's seating capacity for eight performances;
- iv. The Employer shall pay each Crew member called when the capture was made for a fee of no less than
 1. \$150 for each week of archive streaming offered free to consumers and
 2. \$300 for each week of archive streaming paid by consumers;
- v. All payments will be subject to fringe benefits as per Article 5.
- vi. The Union may request all data and reports related to the archive streaming;

- vii. The Employer will notify the Union if the terms of this Article 13 are used for a production and must submit a list of all Employees called at the time of the original Archival Recording.
 - viii. The Employer will make best efforts to pursue the removal and/or cessation of any unauthorized distribution of the Recording perpetuated by a third party.
 - h. The Employer shall notify the Union when Captured Material is used under this provision. Good faith effort shall be made by the Employer's production team to capture and incorporate the visual/creative concepts, atmosphere, and timing of the live stage production being recorded without alteration.
 - i. The payments listed in this section will be in addition to pay for all time worked, which must be paid as per the terms and conditions of this agreement.
2. **Archival Recordings:** For archival purposes of the Employer, or other official library theatrical archive, Employer shall have the right to make a film, videotape, or other visual record of the final dress rehearsal or of performances. Such record shall be labeled "for archival use only." Employer shall notify the Union in advance and in writing, prior to any such filming or taping.

No payment shall be due to the Stage Crew in such an event, unless specific crew member or members are directed by the Employer or third party to provide services in addition to their regular show crew duties, including but not limited to providing sound feeds thru the console, additional comms and/or adjustments to any elements of the show. No additional call shall be required unless the Employer determines such additional call is necessary.

Furthermore, should any additional crew be required to work such a capture, they shall be employed under the terms of this Agreement.

3. **Non-Broadcast:**

- a. The Employer may use Captured Material of an entire performance for the following non-Broadcast uses: to submit to private or public grant-making institutions, to apply for prizes or awards, or to fulfill festival application requirements. The Employer may make a Reproduction of the Production for the above purpose(s). Any such Reproduction made under this Rule shall be encoded with warnings at regular fifteen-minute intervals that state the following: THIS FOOTAGE IS FOR GRANT REQUEST, PRIZE AWARD, FESTIVAL APPLICATIONS, OR PROMOTIONAL PURPOSES ONLY AND MAY NOT BE SCREENED FOR ANY OTHER PURPOSE. UNDER NO CIRCUMSTANCES MAY THIS FOOTAGE BE DUPLICATED.

Any Reproduction made under this Rule must also include in the end credits the Union logo(s).

The Employer will notify the Union when providing Captured Material for use under this provision and will maintain control and ownership of all Captured Material reproduced by Employer and will ensure that it is used for no commercial purposes whatsoever.

- b. Employer may use Captured Material of an entire performance for the purposes of production work and for the purposes of encouraging or facilitating tours, transfers, future productions of the play, or future developmental work on the play. In addition, the Employer may request that the Union allow the Captured Material to be used for the solicitation for additional performances or to raise capital for a commercial production without additional compensation being paid. The Union agrees to meaningfully confer with Employer regarding any such request in a timely manner and such requests will not be unreasonably denied. In all cases, Employer shall notify Union when captured material is used under this provision. Any Captured Material used under this provision must also include in the end credits the Union logo(s). Such material shall be housed on a mutually agreed platform that is password protected.
- c. The Employer may make a capture of an entire production available on a password-protected or otherwise restricted platform for use at K-12 educational institutions and any accredited college, university or conservatory, accompanied by a study guide or lesson plan, provided that the Employer is not compensated outside of an administrative fee. The Employer will inform the Union of Employer's intention to exercise this provision. Any Captured Material used under this provision must also include in the end credits the Union logo(s).
- d. No payment shall be due to the Stage Crew in such an event, unless crew members are directed by the Employer or third party to provide services in addition to their regular show crew duties, including but not limited to providing sound fees thru the console, additional comms and/or adjustments to any elements of the show. No additional call shall be required unless the Employer determines such additional call is necessary.

Furthermore, should any additional crew be required to work such a capture, they shall be employed under the terms of this Agreement.

4. **Broadcast or Distribution of an Entire Production or a Section Material Over Fifteen (15) Minutes:** The Employer shall notify the Union in advance and in writing, prior to any capture, recording or broadcast of the Production.

Without making the applicable payments as described herein, Employer shall not have the right to assign, lease, sell, license or otherwise use, directly or indirectly, any use of the captured material for use in motion pictures, Cinecast, digital video disc (DVD), television, video on demand (VOD), subscription video on demand (SVOD), advertising based video

on demand (AVOD) free ad-supported streaming television (FAST), live broadcasts or streaming, tapes or film, or any method that currently exists or that may be developed in the future, for any use whatsoever, except as specified in this Agreement.

- a. For broadcast of a partial production (more than fifteen minutes but less than the entire production), one week's regular salary for each employee working on the capture.
- b. For the Capture of an entire production, and all distribution of that Capture for which Employer has assigned their rights to a third party, all employees working on the capture will be paid one weeks regular salary as a full buyout for such use and future uses. The Union shall be notified prior to any capture and/or release under this provision. The payments listed in this section will be in addition to pay for all time worked, which must be paid as per the terms and conditions of this agreement.

If crew members are directed by the Employer or third party to provide services in addition to their regular show crew duties, including but not limited to providing sound fees thru the console, additional comms and/or adjustments to any elements of the show, they shall be employed under the terms of this Agreement.

- c. For the avoidance of doubt, any capture produced by WNET and/or PBS for including in the Theatre Close Up series, shall not be subject to the terms above but shall continue to be controlled pursuant to the agreements, terms and conditions currently utilized in the Off-Broadway industry.
5. The Union and the Employer share a strong mutual interest in preventing any unauthorized reproduction of the original stage production, or any unlawful use of Captured Materials, and the Employer and the Union have taken and will continue to take appropriate action to advance that interest.

ARTICLE 14 – WORK STOPPAGE

1. NO STRIKE

During the term of this Agreement, neither the Union nor its agents or representatives, nor any Employees shall call, sanction, support or participate in any strike, work stoppage, picketing, sitdown, sickout or slow-down, or any refusal to cross a picket line at or enter the Employer's premises, or any other interference with any of the Employer's services or operations, or with the movement or transportation of goods to or from the Employer's premises.

2. WAIVER BY UNION

The prohibitions of this Article are intended to apply regardless of the motivation for the strike or other conduct. By way of illustration only, this Article expressly prohibits (1) sympathy strikes (individual or concerted failure to cross a picket line established by another labor organization or by members of another bargaining unit); (2) strikes over disputes that

are not subject to arbitration; and (3) strikes in protest of alleged violations of state or federal law.

3. UNION OBLIGATION

If a violation of this Article should occur the Union shall immediately take reasonable measures to terminate the violation. The Union will be deemed not to have violated the terms of this Article, if it refrains from assisting, encouraging, or condoning and in good faith takes every reasonable means to terminate the actions described in this Article above.

4. NO LOCKOUTS

The Employer agrees that there shall be no lockout during the term of this Agreement. As used herein, the term "lockout" shall not include the closing down or curtailment of operations or layoff due to economic conditions, business or operation reasons, natural disaster, or reasons beyond the Employer's control.

5. NON-DISPARAGEMENT

The Employer shall not purchase or use billboard, bench, newspaper, TV, radio, magazine, Internet, including but not limited to the Employer's website and all social media now or in the future, or other advertisements disparaging the Employees or the Union or any of its employees, including employees or management or services during the life of this Agreement. Likewise, neither the Union nor its agents, or the Employees shall purchase or use billboard, bench, newspaper, TV, radio, magazine, Internet, including but not limited to the Unions website and all social media now or in the future, or other advertisements disparaging the Employer or any of its employees, including employees or management or services during the life of this Agreement. Should any Employee, but not the Union, violate the provisions of this paragraph, disciplinary action up to and including termination shall be deemed appropriate, and the Union shall not be liable for such breach. In addition, the Union will also not place or cause anyone to place the Employer or its services on any "Do Not Patronize" or "Unfair Lists." Notwithstanding the foregoing, this provision shall be interpreted, applied and enforced in conformity with the rights provided to employees pursuant to the National Labor Relations Act, and specifically the right for employees to engage in protected, concerted activity guaranteed by Section 7 thereof.

ARTICLE 15 – DISCIPLINE

A. TERMINATION

All Employees are subject to discharge or suspension for just cause, except that Employees may be terminated on one weeks' notice with or without cause for lack of work.

Conduct for which an Employee may be subject to immediate discharge includes, but is not limited to the following:

1. Drunkenness, drinking during working hours, or being under the influence of liquor or drugs that impair the Employee's ability to perform their duties -during working hours (subject to the Residual Presence Exception Clause outlined in Article 12);
2. Gross misconduct or gross insubordination;
3. Workplace dishonesty;
4. Workplace violence;
5. Violation of the Work Stoppage Section of this Agreement; or
6. Violations of laws or regulations applicable to the Employer.

B. UNION REPRESENTATION

Employees shall be entitled to the presence of a Union steward upon request in investigatory interviews that might lead to discipline. The manager conducting such an interview must notify the Employee in advance of the nature of the meeting.

C. PERSONNEL FILE

The Union shall have the right to review the Employee's personnel file fourteen (14) calendar days after submitting a written request to the Employer. The Employee and/or the Union may make such a request at any time. An Employee and/or the Union, within fourteen (14) calendar days of submitting a written request to the Employer, shall be provided copies of all material in the Employee's file(s) that the Employee signed or was requested and refused to sign.

ARTICLE 16 – GRIEVANCE

A. GRIEVANCE PROCEDURE

A grievance is defined as a dispute as to the interpretation, meaning or application of this Agreement. Grievances may be filed by the Union. All grievances not raised in a timely fashion, or not processed in accordance with the time periods set out below, shall be considered waived and abandoned. Before a grievance can proceed to Step 2 and 3 in the grievance process provided in this Article, the grievance must be signed by a Responsible Union Official authorizing the grievance to proceed to the next step and the Employer must be provided with a copy of that signed authorization, which may be by letter or email.

STEP 1: Not later than thirty (30) calendar days after the Union or Employee has knowledge, or should have had knowledge, of an event causing a grievance, the grievant or the Union will attempt to resolve the grievance informally in a discussion with the grievant's manager or supervisor. This requirement must be satisfied before a written grievance is submitted at Step 2.

STEP 2: If the Parties fail to resolve the matter, the grievance will be reduced to writing by the Union or Employee and presented to the Employer's General Manager or other designated representative within fourteen (14) days from when the Union or Employee knew or should have

known of the event causing the grievance. The written grievance in this Step shall specify the facts, the specific provision of the contract alleged to be violated, and the relief requested. The Employer shall answer the Step 2 grievance in writing within ten (10) business days after its presentation.

STEP 3: If the grievance is not resolved at Step 2, the Union will have fourteen (14) calendar days from the date of the response to request arbitration.

B. TIME LIMITS

The time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the express agreement of the Union and the Employer. Such express agreements shall be in writing and acknowledged by both Parties. If the Employer fails to respond to a grievance within the time limits set forth in this Article, the grievance may be appealed immediately to the next step. In the event of a failure by the Union to adhere to any of such requirements, the grievance shall be resolved on the basis of the Employer's last response. In the event of a dispute over whether the Union has failed to adhere to any of such requirements, the arbitrator shall make that determination.

ARTICLE 17 – ARBITRATION

The following procedure shall apply if a grievance is submitted to arbitration:

- A.** The Union shall submit a request to AAA at its office in New York, NY under its Labor Arbitration Rules for a list of seven (7) arbitrators. Either Party may reject the first list of arbitrators provided by AAA within five (5) calendar days of receiving that list by providing written notice to the other Party. The rejecting Party must then request AAA to submit a second list of seven (7) arbitrators. Neither Party can request an additional list of arbitrations beyond the second list. After the second list of arbitrators is received from the AAA, the Parties shall alternately strike individual names therefrom. The Union will have the ability to make the first strike. The individual whose name remains shall be the arbitrator.
- B.** A hearing on the grievance shall be held at a time and place designated by the arbitrator at which the Employer and the Union shall present their respective positions, evidence, and arguments. Each Party shall have the right to present written arguments by briefs after the close of the evidence. The sole parties to the arbitration proceeding shall be the Employer and the Union. The arbitrator's decision shall be rendered in writing (and signed by the arbitrator) and shall be final and binding on the Parties and on all affected bargaining unit Employees.
- C.** The arbitrator's authority is derived from this Agreement and their jurisdiction is limited to the interpretation and application thereof. They shall not have authority to (i) amend or modify any provision of this Agreement, except as may be required pursuant to the severability clause; or (ii) render an award on any grievance arising before the effective date of this Agreement.

- D.** The fees and expenses of the arbitrator shall be borne equally by the parties. Each Party shall bear the expense of preparing its case and shall make arrangements for the expense of its own witnesses or others selected or called by a Party to attend or appear before the Arbitrator. Each Party shall have the right to appearance by counsel of its choice and to present evidence subject to the right of cross-examination.

ARTICLE 18 – MISCELLANEOUS

A. SEVERABILITY

The Parties agree that should any part of this Agreement be found to be void or unenforceable by a court of competent jurisdiction or by a duly appointed arbitrator, that determination will not affect the remainder of this Agreement.

The Parties will attempt to negotiate regarding an alternative to the void or unenforceable provision. Should the Parties be unable to agree on an alternative, the Parties shall submit the dispute to arbitration. The arbitrator shall first attempt to redraft the void or unenforceable provisions to render it lawful. If no such alteration is feasible, then the arbitrator shall provide an alternative provision as close as possible to the original intent.

B. NOTICES

Any notices or writings referenced in this Agreement must be provided to the Employer's General Manager and the Responsible Union Official.

C. ENTIRE AGREEMENT

The Parties acknowledge and agree that this Agreement reflects the entire agreement between the Union and the Employer. This Agreement shall not be modified, amended, or revoked except in writing signed by each of the parties hereto. This agreement fully supersedes any and all prior agreements, negotiations, promises, or understanding between the Employer and the Union.

D. WAIVER

The Employer and the Union agree that, during negotiations, they engaged in bargaining regarding all potential subjects of bargaining that either party wished to raise for discussion, and the Union clearly and unmistakably waives its right to engage in further or additional bargaining, during the term of this Agreement, regarding any and all other potential subjects of bargaining.

E. CHOICE OF LAW

This Agreement shall be interpreted, enforced, and governed under the laws of the State of New York, without giving effect to its conflict or choice of law principles.

ARTICLE 19 – UNION REPRESENTATION

A. RESPONSIBLE UNION OFFICIAL

The Union shall designate an individual, who may change not more than once every three months on notice to Employer, who will be responsible for administering this Agreement. Such appointed individual will be referred to as the "Responsible Union Official" and shall act on behalf of the Union. The Employer will communicate with the Responsible Union Official with regard to this Agreement and may rely on the Responsible Union Official's representation as statements made by the Union.

B. UNION ACCESS

The Responsible Union Official shall have access to the premises at reasonable times for the purpose of carrying out the terms of this Agreement and observing working conditions. Visits by the Responsible Union Official shall not interfere with the Employer's operation or with any of the work of the Employees who may be assigned to work at the time.

C. UNION STEWARD

The Union will be entitled to designate one Union Steward, per location (e.g., Linda Gross Theater or Atlantic Stage2) and shall inform the Employer of the designated individual. The Union Steward shall be a working employee at all times. The Union Steward shall not utilize paid work time for the performance of their duties pertaining to their steward position, absent prior approval of Employer.

ARTICLE 20 – LABOR MANAGEMENT COMMITTEE

A Committee consisting of an equal number of representatives of the Union and the Employer shall be established during the first year of the agreement to study and make recommendations for improving working conditions, safety, equity, inclusion, and diversity within the jurisdiction of the Union. Such committee shall meet no less frequently than every six months.

ARTICLE 21 – UNION SECURITY

In accordance with law, all employees hired under this contract after the date of ratification shall be required as a condition of continued employment, to be, become or remain a Union member in good standing of the Union or an appropriate I.A.T.S.E. Local Union by no later than the 31st day following the commencement date of this Agreement or the date of their employment whichever is later.

The Union will provide notice to all new and current unit employees of their Beck rights before seeking to obligate an employee under this Article; to refrain from charging objectors for nonrepresentational expenses; to provide objectors with a financial disclosure; and to establish procedures for objectors to challenge the accuracy of the union's disclosure. The Union further agrees to indemnify the Employer for any costs, including legal fees, or liability incurred as a result of the Union's implementation and enforcement of the provisions of this Article.

ARTICLE 22 – DUES CHECK OFF

Upon receipt of authorization from the Employee, the Employer will deduct dues check-off to be remitted to the Union. All deductions will be uniform. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, penalties, or other forms of liability, including court costs and attorney's fees that arise out of this Article or result from the making of the wage deduction herein provided for. The Union assumes full responsibility for the handling and distribution of any funds deducted once such deducted funds are transmitted to the Union.

ARTICLE 23 – FORCE MAJEURE

In the event that any work call shall be prevented by Force Majeure (including but not limited to: acts of God, severe storm, fire, the acts of regulations or governmental agencies or public authorities, war riots, black-out, fuel or power shortages, public mourning, act of public enemy, epidemic, pandemic, interruption of transportation services, or cancellation of a performance by the artist and/or the presenting company due to circumstances beyond their control) the Parties shall be respectively relieved of their obligation under this Agreement and there shall be no claim for damages by either party against the other stemming from the Force Majeure event.

ARTICLE 24 – WARDROBE AND COSTUME EMPLOYEES

1. No reduction in the number of dressers shall be permitted after the official opening of each production unless there has been sufficient reduction in wardrobe to permit same.
2. **Kit Fee:** Any equipment requested by the Employer and supplied by employees, such as sewing machines, irons, steamers, ironing boards and sewing supplies will be paid for by the Employer at the minimum rate of \$50.00 per production.
3. Not later than January 1, 2026, the Employer agrees to use best efforts to provide a suitable wardrobe space with 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 the Employers expense, of sewing and other equipment furnished by the Employee.
4. Whenever any costume is made, produced, or executed by a Wardrobe Employee, whether it is a duplicate of a costume already worn in the show or a garment requested by Management, the employee will be paid at the rate of time and one half. For the avoidance of doubt, this shall not apply when a costume can be shopped and worn off-the-rack with minimal alteration.
5. If a Wardrobe Employee 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, the employee will be paid at the rate of time and one half.

ARTICLE 25 – HAIR STYLISTS AND MAKE UP ARTISTS

1. Not later than January 1, 2026, the Employer agrees to use best efforts to provide a suitable Hair and Makeup space with means of proper ventilation as well as sanitary conditions, deep-well sink with hot and cold running water, stations with appropriate lighting, mirrors, power and adjustable chairs, and proper means of safeguarding personal clothing, and also to insure against fire and theft of equipment furnished by the Employee, at Management's expense.
2. Kit Fees: When the Employer requests but (i) does not provide supplies for a Local 798 employee working hereunder as a Hair Stylist or Makeup Artist and (ii) requires the employee to provide and use his or her own supplies ("kit"), the Employer shall reimburse the employee up to forty dollars (\$40) per dress rehearsal or performance. Specialty supplies or equipment will be provided by the Employer in consultation with the performing company. Employer will determine payment prior to event. Employee must get prior authorization from the Employer before any supplies or equipment can be purchased. Reimbursement is processed after signing the appropriate petty cash form and submitting receipts.

ARTICLE 26 – TERM OF CONTRACT

Except as otherwise herein specifically provided, the rates of pay and other terms contained in this Agreement shall be effective commencing the Monday following the date of this Agreement's ratification and shall continue in effect to and including **July 31, 2028**.

IATSE



Matthew D. Loeb
International President

ATLANTIC THEATER COMPANY



Pamela Adams
General Manager

Dated: March 27, 2025

Dated: April 16, 2025