AGREEMENT

BETWEEN

THE ALLIANCE THEATRE, A DIVISION OF THE ROBERT W. WOODRUFF ARTS CENTER, INC. AND

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,

MOVING PICTURE TECHNICIANS, ARTISTS AND

ALLIED CRAFTS OF THE UNITED

STATES, ITS TERRITORIES, AND CANADA, AFL-CIO, C.L.C.



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THIS AGREEMENT is entered as of this 30th day of October, 2023, by and between the Alliance Theatre, a division of the Robert W. Woodruff Arts Center, Inc., 1280 Peachtree Street, Atlanta, Georgia 30309 (hereinafter referred to as the "Employer" or the "Alliance"), 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, C.L.C. (hereinafter referred to as the "Union").

ARTICLE 1 - RECOGNITION

Pursuant to the Voluntary Recognition Agreement dated as of September 1, 2022, between Employer and the Union*, the Employer recognizes the Union as the exclusive collective bargaining representative of all full-time and regular part-time Alliance production Employees working at the Alliance in the following job titles:

Crew Chief
Property Stagehand
Flyrail Operator
Automation Stagehand
Wig Master
Wardrobe
Staff Electrician
Head Electrician
Sound Engineer

Full-time Employees are those who are regularly scheduled to work at least 40 hours in a workweek. Regular part-time Employees are those who are regularly scheduled to work at least 20 hours in a workweek.

Employees in the bargaining unit titles above shall be represented by the Make-up Artists and Hair Stylists (I.AT.S.E. 798), Wardrobe (including backstage dressers (I.A.T.S.E 859), Full Time and Additional Labor Stage-Operations, Electricians and Audio Technicians (I.A.T.S.E 927), respectively.

Additional Labor. The parties agree that individuals hired to work at the Alliance either from the First Call List or from the applicable Union referral hall on a project-specific basis (collectively, "Additional Labor") are not regular full-time or part-time Employees and will be covered by this Agreement with respect only to minimum rates and/or on-call minimum guarantees. The use of Additional Labor and the number of hours worked by any Additional Labor is within Alliance's sole discretion.

Employer will assign Additional Labor work in the following order, taking into consideration qualifications and operational needs:

First Call List

^{*} Any differences in covered titles and unit exclusions between the Voluntary Recognition Agreement and the CBA are a result of agreed-upon changes between the parties and the CBA provisions shall supersede.

- Overhires (staff engaged through the applicable Union referral hall)
- New hires from alternate sources

<u>Unit Exclusions</u>. The bargaining unit excludes the following departments, titles and all other Employees, managers, clerical Employees, guards, professional Employees, temporary Employees, confidential Employees, contractors and supervisors as defined in the National Labor Relations Act: the Costume Shop, the Scene Shop, the Scenic Artist Shop, the Prop Shop, Stage Operations Manager, Assistant Stage Operations Manager, Director of Production, Associate Production Manager, Education Production Manager, Wardrobe Supervisor, Director of Lighting and Projections, Assistant Director of Lighting, Resident Sound Director, and Assistant Sound Director.

Nothing herein shall affect the Employer's right to create new managerial, supervisory, or confidential positions that are excluded from the bargaining unit. Disputes over the non-unit status of new titles shall not be subject to grievance or arbitration.

ARTICLE 2 - UNION MEMBERSHIP/DUES CHECK OFF

Section 1. All Employees currently in a covered title, and those subsequently hired into a covered title after the effective date of this Agreement, who are not members of the Union shall be allowed to freely choose to become members of the Union during their employment with no retaliation or discrimination.

Section 2. The Employer agrees to deduct from the pay of each covered Employee that has signed dues and assessment check-off authorization forms all dues and work assessments of the respective local Union and will pay the amount deducted to the appropriate Union, provided, however, that the Union presents to the Employer authorizations, signed by such Employee, directing such deductions and payments to the Union. Such authorization may be revoked by the Employee in accordance with the terms of the authorization. The Employer will transfer all monies so deducted to the respective local Union Secretary by the last day of the month when such deductions are made. A change to a non-bargaining unit position automatically revokes the Employee's dues check-off authorization.

Section 3. Employer shall make deductions from an Employee's wages in accordance with the Employee's written authorization and dues schedules certified by the Union. However, the Employer assumes no responsibility either to the Employee or the Union in the event that, through inadvertence or error, it fails to make such deductions in any instance. The Union agrees to hold the Employer harmless from and indemnify it against any liability arising out of the Employer's compliance with the dues and assessment check-off provisions contained in this Section 3.

Employer agrees to submit a payroll report to the Union of all covered Employees each pay period.

Payroll reporting will be sent through a secure method to be agreed with the Union. Payroll reports should be submitted to the address or email provided by the respective Union.

ARTICLE 3 – UNION ACCESS

Section 1. The Business Representative of the Union or appropriate designated representative will have access to job sites at reasonable times for the purpose of administering this Agreement. Such access shall be limited to working hours, and such representatives shall be required to provide at least 24 hours advance notice of a visit when practicable, follow sign-in, and any other procedures applicable to visitors to non-public areas of the workplace. The Business Representative or designated representative shall comply with all posted safety rules and oral and written safety directives. The Business Representative or designated representative will not interrupt or interfere with the Employee's work or the Employer's operations.

Section 2. Steward: The Union may appoint a Steward to serve as its representative at the worksite(s) where covered Employees under this Agreement are engaged. Stewards are expected to conduct their representational duties on their non-work time (e.g., breaks or after hours) or during approved unpaid leave so as not to interfere with the Employer's business needs. However, Stewards may attend, on paid work time, disciplinary or grievance meetings that the parties agree to conduct during normal business hours. Local 927 and Local 859 will both have a Steward.

ARTICLE 4 - MANAGEMENT RIGHTS

The management and conduct of the Employer's business and the direction of its working forces remain within the exclusive rights of the Employer. This shall include, but shall not be limited to, the right, subject only to the terms of this Agreement, to: select and hire Employees, furlough and layoff Employees, classify, assign work, determine the number of Employees needed, schedule, determine starting times and shifts, subcontract, transfer, and promote, reclassify or demote Employees, discipline or discharge Employees for just cause, set safety protocols consistent with applicable law, and in general, to promote efficiency and productivity in the operation of the Alliance (including, but not limited to, the right to purchase, borrow or pull items from stock). This also includes the right to publish such policies, rules, and regulations not inconsistent with the terms and conditions of this Agreement as the Employer considers necessary and appropriate for the effective conduct of its business and to periodically amend such policies, rules, and regulations, provided that the Employer notifies the Union in writing and provides copies of said policies prior to such policies going into effect. In exercising these rights, the Employer shall observe the provisions of this Agreement.

The management rights set forth in this Article shall not be subject to arbitration or midterm bargaining and shall remain in effect both during the term of this Agreement and during any hiatus period. If either party raises a question of arbitrability as to a grievance, such party shall be entitled to a separate, initial hearing before an arbitrator on arbitrability only pursuant to the terms of Article 13 of this Agreement, unless the parties agree otherwise, and a subsequent arbitration on the merits shall be held only if the grievance is found arbitrable.

Nothing in this Article shall abrogate the Employee's right, through the Union, to challenge through the grievance procedure whether a disciplinary action was for just cause.

ARTICLE 5 – WORK ASSIGNMENTS

Employer may assign bargaining unit Employees to perform any work Employer deems appropriate. Work assignments to bargaining unit Employees may include new work or work previously assigned to staff not covered by this Agreement.

Department managers, directors or supervisors, and other non-bargaining unit employees employed by the Alliance may perform duties that may also be assigned to a bargaining unit member. No full-time bargaining unit member will be laid off or replaced (except in emergencies) as a direct result of the use of a manager, director, Supervisor, or other non-bargaining unit employees performing such work.

Actors (as part of the performance), Production Assistants, vendors, and specialists may perform work that may also be assigned to bargaining unit members. No full-time bargaining unit member will be laid off as a direct result of the use of Actors, Productions Assistants, vendors, or specialists performing such work.

For the avoidance of doubt, the restrictions on layoffs and replacement in Article 5 are not intended to apply to Additional Labor.

Employer and Union agree that bargaining unit Employees do not have to be used to perform work on certain projects or events where a third party or individual chooses to use their own staff or directs the Employer to use specifically requested technicians, including but not limited to: rentals, presentations, workshops, readings, labs, special events, community events, education work and events, galas, benefits, development or fundraising events, and meetings.

Bargaining unit Employees shall be covered by all policies and procedures applicable to Alliance Employees, including the Woodruff Arts Center Handbook unless explicitly modified by a provision of this Agreement.

ARTICLE 6 - HIRING PRACTICE

Any new full-time staff position that the Employer seeks to fill during the term of this Agreement shall be open for any Additional Labor on the First Call List who is qualified for the position to apply. The applicable Local may also refer prospective candidates for full-time positions. The Employer is not obligated to fill an open position with either Additional Labor from the First Call-List or a Union referral.

Whenever a full-time bargaining unit position becomes available, the Employer shall notify the respective Union for the department three (3) days prior to publicly posting the job.

All Employees hired directly into bargaining unit positions shall be able to join their respective local Union after their trial period has elapsed.

When Overhires are needed, the Employer will make its best effort to contact the respective local five (5) or more business days in advance. The respective local will make their best effort to provide 48 hours notice if they cannot fill the call.

The Alliance has the right to create a "First Call" list for Additional Labor. Additions and subtractions will be made on a quarterly basis in consultation with the applicable local. Once the First Call list is exhausted, the call will be filled from the Union's general referral list per the Rules of the applicable hiring hall (or from other external sources if the Union cannot provide qualified labor in a timely manner. After the first year, a representative from the Employer and from Local 927 will attempt to meet quarterly to evaluate the First Call list. Local 859 will meet annually prior to the beginning of the next season. All referrals on the IATSE 927 and IATSE 859 referral list are eligible to request a position on the First Call list.

With respect to Overhires for Stage Ops, the Employer shall call Local 927. With respect to Overhires for wardrobe labor, the Employer shall call Local 859. For hair and make-up Overhires, Local 798 shall be contacted for a list of available workers. The Employer shall direct hire for any hair and make-up workers from that list.

Any time an Employee is late, they should notify their direct Supervisor. The Employer agrees to notify the respective Union of any late employees within five days of the occurrence.

ARTICLE 7 - STAGE CONDITIONS

- Section 1. Pay Rates:
 - A. See Appendix A, Wage Rates.
 - B. Applicable pay rates shall be computed from the Classification Minimum on the wage schedule.
 - C. All calls will be paid in increments of not less than fifteen minutes.
- Section 2. Workweek/Scheduling
 - A. The workweek shall be defined as midnight on Monday and ending at 11:59 p.m. on Sunday. If a call starts on Sunday and continues into Monday, this will be considered a continuation of Sunday until the call has ended. If a call starts on one day and continues into the next day, this will be considered a continuation of the call from the starting day.
 - B. A call is deemed complete when there is an unpaid break in work activity of greater than two hours.
 - C. Staff may work with their department with the approval of their Department Supervisor to develop their work schedule as long as full-time Employees maintain the hours required of them or take appropriate leave. This provision can apply to a single individual within the department and does not have to be department-wide. Schedule adjustments are made at the sole discretion of the Department Supervisor.

Section 3. Minimum Call/Turnaround Time:

- A. The minimum call shall be no less than four (4) hours. Employees may be called at different times and at different intervals. The Employer may accept an offer of partial availability from an Overhire Employee and pay for only hours worked.
- B. The Stage Manager or Production Department Supervisor will determine the show call time. Employees on a show run will be notified of any daily adjustments to that schedule with as much notice as possible, but no less than nine (9) hours prior to the start of the next call, except in case of emergency when a shorter notice period may be given.
- C. Any non-worked hours of a minimum call shall be paid at the applicable base hourly rate. Employees on a four (4) hour-minimum show call may work on projects not related to the show they are running to fill the four (4) hour minimum.
- D. All scheduled Employees will be paid four (4) hours of straight time if a union-confirmed call is canceled with less than twelve (12) hours' notice. The twelve (12) hour notice will not apply when such cancellation is due to any circumstance or condition beyond the Employer's control, such as fire, flood, infestation, natural disaster, the public enemy or civil commotion, national or local calamity, storm or inclement weather, lack of power or utilities, or government act or order.
- E. There shall be a nine (9) hour minimum turnaround time. If such turnaround time is not given, the Employee shall be paid at two times their base pay for any invaded hours.

Section 4. Meal Periods and Breaks.

- A. There shall be an unpaid meal period of not less than one (1) hour after no less than three (3) hours and no more than five (5) hours of work; however, a meal break may be scheduled before three (3) hours of work from the first day of Technical Rehearsals through the Opening Performance of a production. The Employer may require that Employees reduce the meal break to a thirty-minute paid break with notice in the prior day's call. Employee may opt to reduce the meal break to an unpaid thirty-minute break with their Supervisor's approval.
- B. If a meal break is not given within the allotted time frame, time worked until a meal break is given will be paid at a rate of time and one-half the straight-time rate and double the straight-time rate if the Employee's work hours have exceeded the straight time rate (meal penalty rate). Employees may work six (6) hours straight with no meal break if the Employee is not called again that day. If an Employee should work beyond 6 hours, then the last 90 minutes of a 6-hour call shall be paid at the meal penalty rate. During tech rehearsal and preview weeks, an Employee may work up to six hours prior to a meal break without triggering the meal penalty rate.
- C. All Employees shall have access to clean, sanitary restrooms, fresh, clean drinking water, and a climate-controlled break area with a minimum of a refrigerator, microwave, and a table and seating for their meal provisions.

- D. For all calls of 4 hours or more, one fifteen-minute break will be provided at approximately the mid-point of each call, at the discretion of the Supervisor, consistent with operational needs. If a fifteen-minute break is not allowed, the Employee will receive an additional thirty minutes added to their day. The additional time is not subject to any overtime or other penalty. The exception (i.e., no additional thirty minutes in the absence of a 15-minute break) shall be tech/preview breaks where Section 4. F below will govern, and there will be no required breaks during performances.
- E. When possible, as determined by the Supervisor, a courtesy ten-minute wash-up will be called prior to a meal break or the end of the call, consistent with operational needs.
- F. Tech/preview work breaks: Except during run-throughs and dress rehearsals, there shall be a break of five (5) minutes after no more than 60 minutes of rehearsal or 10 minutes after no more than 90 minutes of rehearsal.
- G. In circumstances where Employees are required to rely on an employer-provided meal, the meal will be a balanced hot meal with provisions for vegetarians and gluten-free options. Pizza and cold deli sandwiches do not constitute a balanced meal for purposes of this Section. For the avoidance of doubt, the Employer is not obligated to provide meals.
- H. Following an unpaid meal break, the workers are guaranteed two (2) additional work hours at their applicable rate.

Section 5. Overtime/Premium Pay:

- A. Unless otherwise stated herein, there shall be no pyramiding or duplication of overtime pay. Overtime will be calculated on actual work hours worked only.
- B. All work performed in excess of ten (10) hours in a day (unless specifically requested by the Employee and agreed to by the Employer) or forty (40) hours in any week will be paid at the overtime rate of time and a half the Employee's base pay rate.
- C. For a Call beginning between 12:00 midnight and 7:00 a.m., the applicable hourly rate shall be one and a half (1.5) times the Base Rate until released.
- D. Any required work call that begins after a preview or performance that ends after 8 p.m. shall be paid at one and one-half (1.5) times the applicable rate.
- E. When an Employee is required to work seven (7) or more consecutive days, the Employee shall be paid at two times the Employee's base pay rate for hours worked starting on the 7th day and ending on the Employee's next day off.
- F. Employees performing work on the Head Block of the grid or harnessed, track work and harnessed Torm work shall be paid one and a half times the base rate in 15-minute increments.

Section 6. Show Crew Conditions:

- A. The Alliance requires "traditional stage blacks," including black shirts, black pants, and black shoes for all stagehands working backstage who might be seen during a performance. Stagehands required to dress in specific show costumes shall be paid an additional \$25.00 per performance.
- B. If an Employee is required to be a performer beyond normal staged shift choreography during a given production, they shall be compensated an additional \$25.00 per performance.

ARTICLE 8 - HAIR, MAKE-UP AND WARDROBE DEPARTMENT CONDITIONS

- Section 1. At "half-hour," no dresser working the show call will perform any duties other than dressing except for repairs needed for that performance.
- Section 2. No Employee will perform any job outside the wardrobe trade, including but not limited to the assembling of quick-change booths and moving of gondolas.
- Section 3. A hair or make-up person will be employed whenever any performer requires assistance with their wig. Performers may apply and attend to their own wig.
- Section 4. Parents are not permitted to handle costumes or assist with dressing the children. Guardians are only responsible for escorting children to and from the stage and the dressing areas and may not assist in costume changes. One (1) dresser will be assigned for every ten children in a show.
- Section 5. The Wardrobe Supervisor may request an employee from the Costume Shop to temporarily fill in on a dresser track in case of emergencies.
- Section 6. A Wardrobe Employee will be scheduled during any event at the Employer that requires the use of any dressing room and wardrobe equipment.

ARTICLE 9 - BENEFITS

Section 1. Health and Welfare

Employees will be eligible for Employer-provided health and welfare and other Employee benefits consistent with the eligibility requirements of the applicable benefit plans and on the terms offered to all other Alliance Employees. For the avoidance of doubt, Additional Labor shall not be eligible for any employee benefits until they work at least 1,560 hours in a calendar year.

All Employees currently enrolled in Woodruff Arts Center's Medical plan will have the option of participating in the I.A.T.S.E. health benefit plans or maintaining their participation in the Woodruff Arts Center's Medical plan.

All Employees reaching eligibility for the Woodruff Arts Center's Medical plan in the future will have the option of enrolling in the Woodruff Arts Center's Medical plan or maintaining or enrolling in the I.A.T.S.E. health benefit plans.

An Employee's election must be made at the time of hire or during the Woodruff Arts Center's annual Open Enrollment period. An Employee enrolled in the Woodruff Arts Center's Medical plan may only decline future coverage under that plan during a later annual Open Enrollment period or as otherwise provided by the plan.

Employees covered under the Woodruff Arts Center Medical plan agree to waive I.A.T.S.E. Health & Welfare fund contributions.

Section 2. Contributions

	First Year	2 nd Year	3 rd year
403(b)	match up to 6% *	match up to 6%*	match up to 6% *
I.A.T.S.E. Health	10%	10%	10%
IATSE TTF	.25%	.25%	.25%

No contributions are required to be made on behalf of Additional Labor, except for any Additional Labor that has worked at least 1,560 hours in a calendar year and who is also eligible for participation according to the terms of the applicable plan. When an Additional Laborer becomes eligible for benefits, they will have the choice of enrolling in the Alliance health and welfare plan or the I.A.T.S.E. health and welfare plan.

All Employees currently enrolled in the 403(b) Plan will have the option of continuing to participate in the 403(b) Plan pursuant to the terms of the Plan. Employees not currently enrolled in the 403(b) Plan may elect, upon becoming eligible, to participate in the 403(b) Plan or a Union Annuity fund. No Employee may participate in both the 403(b) Plan and a Union Annuity fund.

*Employer will match 100% of the Employee's contribution dollar per dollar up to 6% of an Employee's eligible earnings into the Woodruff 403(b) plan. Employer will not provide contributions to more than one fund or plan for any Employee.

Any organization-wide change to the applicable Employer contribution rate during the term of this Agreement shall also apply to the bargaining unit.

Section 3. Timing of Contributions

All contributions to the IATSE National Health & Welfare Fund shall be made by check payable to the "IATSE National Benefit Funds" no later than the 15th day of each month in respect to all employment during the preceding month on which contributions were payable. Benefit fund payments will be made separately for each local union. Benefit contributions shall be sent to the IATSE National Benefit Fund, P.O. Box 11944 Newark, NJ 07101-4944.

The Employer agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for the IATSE National Health & Welfare Fund, all as restated September 22, 2005, and as amended and the Fund's Statement of Policy and Procedures for Collection of

Contributions Payable by Employers, as related to the contributions due as set forth in this Agreement.

The Employer shall contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund ("Training Fund") during the term of this Agreement in the amount of .25% of gross wages paid by the Employer to each employee covered by this Collective Bargaining Agreement. All contributions to the Fund shall be payable no later than the fifteenth (15th) day of the month for the hours worked in the preceding month. All contributions shall be made payable to the Training Fund and sent to PO Box 51317 Los Angeles, CA 90051-5617, along with a list of all covered employees and the total gross wages paid to each covered employee in the reported month. Employer agrees to be a signatory to the IATSE Entertainment and Exhibition Industries Training Trust Fund, established June 22, 2011 ("Trust Agreement"), and to abide by and be bound by its terms and conditions, and any amendments thereto, and all policies and procedures of the Training Fund, as related to the contributions due per this Collective Bargaining Agreement.

Once the contributions are remitted by the Employer to the respective Fund, the disposition thereof shall be the sole and exclusive obligation and responsibility of each Fund and its Trustees. Except for making contributions, the Employer assumes no obligation, financial or otherwise, to any person or entity arising out of the provisions of this Article.

Section 4. Additional Labor

Additional Labor will be eligible for health and welfare and other Employee benefits only after working 1,560 hours in a calendar year and consistent with any other eligibility requirements of the applicable benefit plans.

Section 5. Additional Benefits. Bargaining unit Employees shall be eligible for additional benefits provided to the Employer's non-bargaining unit staff on the same terms and conditions as such non-bargaining unit staff and consistent with the applicable benefit plans or policies.

ARTICLE 10 - PAID TIME OFF

Paid time off ("PTO") is to be used for any personal absence from work not covered in Article 11 below. PTO must be used before any personal absence without pay is taken. PTO may be used concurrently with other forms of unpaid leave to convert them to paid leave.

PTO is available to Employees on January 1 and may be used anytime throughout the year. PTO should be scheduled in advance when possible. The number of days available to full-time Employees is based on an Employee's years of service in the following increments:

Years of Service Tiers	Annual PTO Days	Payout upon exit
Hired on or after the first of the year	15 days prorated based on date of hire	No payout
1-3 years	15 days	Earned but unused
3-<7 years	20 days	Earned but unused
7-<12 years	25 days	Earned but unused

>12 years	30 days	Earned but unused
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For example, an Employee who completed three years of service will entitled to 20 days of PTO effective on January 1 of the following calendar year (e.g., complete three years of service on April 1, 2024, and will be entitled to 20 days of PTO effective January 1, 2025.

Eligible part-time Employees earn PTO at half of the full-time rate.

PTO must be taken in four or eight-hour increments.

PTO requests must be pre-approved by management. A maximum of 60 hours of PTO may be carried over into the next calendar year. PTO carried over beyond 60 hours not used in a calendar year will be lost.

For Employees with a minimum of one year of service, upon separation of employment, the Employee shall be paid any unused and accrued PTO or sick time accrued but unused under the prior sick time policy. Provided, however, if an Employee is terminated for just cause, all PTO and sick time will be forfeited. For the avoidance of doubt, Employees with less than one year of service shall not be paid for any unused and accrued PTO upon separation of employment.

ARTICLE 11 - OTHER LEAVE

All information regarding an Employee's leave from work will be kept in an Employee file. Leaves of absence may be with or without pay. Length of service with the organization for the purposes of calculating PTO and employment seniority will not be broken by leaves of 30 days or less. Employees on medical leave or workers' compensation leaves of greater than 30 days will also retain their employment seniority date. A pay increase scheduled to occur during a leave of absence will take effect when the Employee returns from the leave.

Types of Leaves:

Based on applicable eligibility requirements, a leave of absence may be granted for any of the following reasons:

- Family and Medical
- Medical (non-FMLA)
- Workers' Compensation
- Jury Duty
- Bereavement
- Military Duty
- School or Classroom Leave
- Union Leave
- Leave of Absence without pay

A leave of absence must be requested in writing and approved by the Employee's Supervisor or manager. Employer's Human Resources Department must also approve all Family and Medical Leaves.

Section 1. Family and Medical Leave ("FMLA"): An eligible Employee may take an unpaid leave of absence for up to 12 weeks during any 12-month period for the birth or adoption of a child, serious personal illness, or the illness of a spouse, parent, or child. The Employer's policy layers unpaid FMLA leave with paid FMLA. Therefore, an Employee who qualifies for FMLA also qualifies to be paid for up to eight (8) weeks of that leave. Paid FMLA pays the Employee 100% of base pay. In order to be eligible for leave under FMLA, an Employee must have worked at least 1,250 hours and have been employed for at least 12 months with the Employer. Employees who wish to take leave must provide appropriate notice and medical certification from a healthcare provider. When the need for leave is foreseeable, Employees will give a 30-day advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally, this would be the same day the Employee becomes aware of the need for leave or the next business day). Applications for leave are administered by Employer's Human Resources with documentation from a health care provider, Employees are required to return certification from a medical professional within 15 calendar days of reporting the need for leave. Employee insurance premiums are paid by the Employee and by the Employer, as usual, during a certified FMLA medical leave. Both paid and unpaid Employee medical leaves will run concurrently.

After paid FMLA leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through Employees' PTO, personal days, or short-term disability. Employees who have accumulated sick days under the Employer's prior policy must exhaust any remaining sick days as well. Upon exhaustion of PTO, personal days, and sick days (to the extent applicable), any remaining leave will be unpaid leave. Please refer to the Employer's Family and Medical Leave Policy for further guidance on the FMLA.

Employer will maintain all benefits for Employees during the paid FMLA leave period.

If an Employer-recognized holiday occurs while the Employee is on paid FMLA leave, the day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.

Employer's statement on FMLA and Workers' Compensation Leave is available through its Human Resources Department.

Section 2. <u>Medical (Non-FMLA) Leave</u>: For medical leave that is not covered under FMLA (e.g., the Employee or the reason for the leave is not FMLA-covered), an Employee may elect to use PTO, short-term disability (if eligible) or unused sick time accrued under the prior policy. Employees will give 30 days advance notice to the Human Resources Department of such leave, or if not practicable, as much advance notice as possible and will provide such documentation as requested by the Human Resources Department.

Section 3. <u>Workers' Compensation Leave</u>: To provide for payment of medical expenses and for partial salary continuation in the event of a work-related accident or illness, Employees are covered by Employer-provided Worker's Compensation insurance. The amount of benefits payable and the duration of payments depend on a variety of factors.

If a worker is injured or ill on the job, they must report such injury or illness to their Supervisor immediately. This is to ensure that the Employer can assist in seeking appropriate medical attention, properly document and report the incident, and that the Employee receives the proper benefits.

Failure to report may result in a loss or delay in Workers' Compensation Benefits. All Federal, State, and Local Laws will be followed in Workers' Compensation matters.

Section 4. <u>Jury Duty Leave</u>: A leave of absence for jury duty will be granted to any Employee who has been notified to serve. An Employee on jury duty is expected to report to work any day they are excused from jury duty. Upon receipt of the notice to serve jury duty, the Employee should immediately notify their Supervisor as well as the Human Resources Department. A copy of the notice to serve jury duty should also be provided to the Human Resources Department for attendance purposes. In certain circumstances, the Employer may ask that Employee request postponement of jury duty in accordance with the court's procedures. Full-time employees who are scheduled to work will receive their paid salary (without overtime) during the period of any jury duty. All Employees may keep any compensation paid by the court.

Section 5. <u>Bereavement Leave</u>: Workers may request paid leave for the death of a family member. Following the outline below:

Up to five Days:

- Parent, Stepparent, Spouse's Parent
- Spouse
- Child, Stepchild

Up to three days:

- Sibling, Spouse of Sibling
- Grandparent, Spouse's Grandparent

Any additional request for bereavement leave will be treated as a standard leave, and PTO may be used, or an absence without pay may be granted and is subject to approval on a case-by-case basis.

- Section 6. <u>Military Leave of Absence</u>: Military Leaves of Absence will be approved in accordance with the law for all eligible Employees.
- Section 7. School Conference/Classroom Activities Leave: All Employees averaging 20 or more hours of work a week are eligible for 16 hours of unpaid leave for each child each calendar year for school conferences, classroom activities, or school-related activities that cannot be scheduled during non-work hours. Such leave is to be taken on an intermittent basis and will be granted if reasonable notice is given to supervisors. PTO-eligible Employees may take PTO for these activities.
- Section 8. <u>Union Leave</u>: All Employees averaging 20 or more hours of work a week are eligible for 48 hours of unpaid leave each calendar year for Union activities, such as attending membership meetings, negotiation meetings, steward conferences, and other activities

that cannot be scheduled during non-work hours. Such leave is to be taken on an intermittent basis and will be granted if reasonable notice is given to supervisors. PTO eligible Employees may take PTO for these periods.

Section 9. Leaves of Absence Without Pay: Employees may apply for a Leave of Absence Without Pay that does not otherwise qualify as FMLA leave. The business needs of the Alliance will determine which leaves will be approved by the appropriate Supervisor (s) and the Employer's Chief Human Resources Officer. Benefits-enrolled Employees must pay the entire cost of the insurance premiums if any unpaid Leave of Absence extends beyond 14 workdays or 112 hours in a calendar month. Benefits coverage will continue only if premium payments are received from the Employee by the Human Resources Department by the 15th of each month. Employees wishing to take an Unpaid Leave of Absence must exhaust any accrued PTO The maximum number of days allowed for an unpaid leave is 30 days. Management may extend the leave an additional 30 days at its discretion. There is no guarantee of reinstatement after a personal leave without pay greater than 30 days.

ARTICLE 12 - HOLIDAYS

Each calendar year, the Employer shall give all regular full-time bargaining unit Employees time off paid at their base rate of pay for the following holidays:

New Year's Day, Martin Luther King Jr.'s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

Full-time Employees also receive two personal days they may take throughout the calendar year. The Employee must notify the Employer in writing of their two personal days in advance when possible. Approval of requests for specific personal days will be based on operational needs. For the avoidance of doubt, there will be no additional floating holidays.

Holidays and personal days are not counted as PTO

Employees shall receive one and a half (1.5) times their base pay rate for each hour worked on a holiday. If they are required to work on a holiday, they will be able to schedule an alternate day off at their base rate of pay consistent with operational needs.

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 1: A grievance is defined as an alleged violation or a dispute regarding the interpretation or application of a specific provision of this Agreement. Grievances shall be resolved exclusively pursuant to the procedures set forth in this Article.

The parties agree that disputes should be resolved whenever possible by informal discussion and without recourse to the formal grievance process.

Section 1. : Grievances shall be processed according to the following steps:

STEP 1 - A Union representative shall present the grievance in writing within fifteen (15) business days of the occurrence giving rise to the grievance to a supervisor. The grievance shall

state the nature of the complaint in detail, the specific provision(s) of the Agreement alleged to have been violated, and the specific nature of the relief sought. The Supervisor shall respond to the grievance in writing. If no response is received within fifteen (15) business days of the presentation of the grievance, the grievance will be deemed denied and may be advanced to Step 2.

STEP 2 – In the event that a grievance is not resolved in Step 1, the aggrieved party may, within fifteen (15) business days of the written response in STEP 1 or the expiration of the time in which a written response would have been issued, submit the grievance, in writing, to the Employer's Chief Human Resources Officer or their Designee for resolution. At either party's request, and within five (5) business days of making such request, the aggrieved party and their designated Union Representative shall appear before the Employer's Chief Human Resources Officer or their Designee to discuss the grievance. The Employer's Chief Human Resources Officer or their Designee shall answer the grievance in writing within fifteen (15) business days after the Step 2 grievance meeting, or, if no request for a meeting is made, 15 business days after the submission of the grievance to Step 2.

STEP 3 – In the event, that a grievance is not resolved in Step 2, either party may, within thirty (30) calendar days after receiving the Employer's written Step 2 response, submit the matter to arbitration. Such submission shall be in writing, including electronic mail, and shall be made to the Employer's Chief Human Resources Officer or their Designee.

Section 2. : In the event that a grievance is submitted to arbitration, a party shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The Union shall strike one name from the panel, followed by the Employer, and so on until one name remains. The remaining name shall be appointed by the parties as the arbitrator and shall be empowered to arbitrate the dispute. The arbitrator shall be authorized to rule and issue a decision and award, in writing, on any issue presented by the grievance, including the question of arbitrability of such issue. The decision and award shall be final and binding upon both parties to this Agreement. The fees of the arbitrator shall be divided evenly between the Employer and the Union.

The arbitrator shall not have the authority to amend or, modify, add to or subtract from the provisions of this Agreement.

All jointly incurred costs of arbitration shall be shared equally by the parties to this Agreement, except that, neither party will be responsible for the cancellation or postponement fees incurred by the other party's late cancellation or postponement of an arbitration.

The parties' rights to arbitrate grievances shall be effective only during the term of this Agreement.

The timelines set forth in this Article may be extended by mutual Agreement of the parties in writing. Absent extension, failure to meet any time limits set forth in this Article shall constitute a waiver of the grievance.

Employer Grievances. Grievances brought on behalf of Employer may be brought initially at step 2 of the grievance procedure by forwarding a written copy of the grievance and a request for a grievance meeting to the Union within fifteen (15) business days from the date that Employer

knew of the event giving rise to the grievance. The grievance shall state the nature of the complaint in detail, the specific provision(s) of the Agreement alleged to have been violated, and the specific nature of the relief sought. In the event of such a grievance, the Employer shall be bound by the additional timelines and requirements set forth in Step 2 and Step 3.

ARTICLE 14 - LABOR MANAGEMENT COMMITTEE

The Parties agree to have Labor Management Committee ("L.M.C.") meetings twice a year, which will include one current full-time stage bargaining unit member and the current Union Stewards (or, if no Union Steward is available, two additional full-time bargaining unit members), Union Business Representative, Alliance's Managing Director, Chief Human Resources Officer, Director of Production, and Department Heads. Meetings may be held without all members in attendance. One representative from the Union and one representative from management will co-chair the committee. The parties agree that, at a minimum, the co-chairs and up to two other designees from each party will attend.

The purpose of the committee meetings is to discuss items needing maintenance, safety issues, and any other issues or concerns of either the Union or the Alliance. At least five (5) business days prior to each meeting, the parties will exchange an agenda of items they wish to discuss and the names of the representatives who will attend.

It is the parties' intent that Labor-Management Committee discussions will be conducted in a non-adversarial manner and in a good faith attempt to address and resolve issues in the workplace. The Labor-Management Committee will not receive or adjudicate grievances.

ARTICLE 15 - HEALTH AND SAFETY

Section 1. General Duty:

- A. The Employer shall follow all Federal, State, and Local Laws concerning Health and Safety.
- B. Anytime an Employee works using a respirator for over two consecutive hours (including breaks), they shall be compensated an additional \$2/hour from the time they started working using a respirator. Any time an employee uses a respirator, a 10-minute break is required every hour. The Employee will not be required to wear the respirator for more than 60 minutes without a 10-minute fresh-air break.
- C. All calls using ladders, lifts, equipment requiring personal protective equipment, or

involving overhead rigging will be staffed by at least two (2) individuals, one of whom may be a Supervisor.

Section 2. Joint Responsibility: Health and safety are joint responsibilities of the Employer and Employees. The Employer shall make reasonable provisions for the health and safety of Employees in compliance with applicable laws and regulations. Employees shall take

reasonable precautions for their own and each other's health and safety and comply with applicable laws and regulations and the Employer's rules and procedures.

Customary safety equipment, including personal protective equipment or devices, when required by law or by the Employer, shall be provided at no cost to the Employee by the Employer. The Employee will take reasonable measures to ensure all such equipment or devices issued to the Employee by the Employer are maintained in good condition while in the Employee's care. The Employer shall supply replacement parts for such health and safety equipment and devices as necessary.

The Employer will reimburse Employees supplying their own respirators for replacement filters and parts. Under no circumstance shall Employees be required to work in unsafe conditions, nor shall Employees be subject to disciplinary action for refusing to work in unsafe conditions or for raising concerns about health and safety.

- Section 3. Hazardous Materials: Employees will receive information on the Employer's safety program in their first week of work. In accordance with O.S.H.A. Standard 1910.1200.
- Section 4. Workplace Injury: The Employer shall provide and maintain first-aid equipment and supplies necessary for emergency treatment of work-related accidents involving tools, procedures, or accidental exposure to toxic substances present in the workplace. Employees shall follow the Employer's policies and procedures to report all workplace injuries, whether physician-treated or not. Additionally, all workplace injuries shall be reported immediately to the Employee's direct Supervisor (if applicable), the Department Head, and other prescribed medical professionals.

ARTICLE 16 - DISCHARGE AND DISCIPLINE

- Section 1. Trial Period: A new Employee shall work under the provisions of this Agreement but shall be employed on a six-month trial basis, during which period they may be discharged without just cause and further recourse. Discipline or discharge of new Employees during their trial period shall not be subject to the grievance and arbitration procedure of this Agreement. Employer will comply with all applicable employment laws.
- Section 2. Imposition of Discipline: The Employer shall discipline Employees for just cause only. Discipline must be issued within ten (10) business days of the Employer's knowledge of the occurrence giving rise to discipline. Disciplinary action shall normally include only the following measures and, depending on the seriousness of the offense and other relevant factors, shall normally be administered progressively in the following order, with the understanding that infractions are cumulative and for similar types of discipline, the progression does not start over. The Employer generally will impose discipline in the following order:
 - A. Oral Warning, which will be clearly identified as such.
 - B. Written Warning.

C. Final Written Warning, which may be accompanied by a written performance improvement plan. Improvement plans shall include clear timelines for demonstrated and sustained improvement.

D. Termination of Employment

In the event of serious misconduct or rule violations, the Employer need not follow a line of progressive discipline and may skip steps, including directly to discharge, with the understanding that there must be just cause to support the discipline and discharge.

Discipline over one-year-old shall not contribute to advancement on the progressive discipline scale.

An Employee has a right to have a Union Steward or Business Representative present at any disciplinary meeting. In exercising their right to have a Union Steward or Business Representative present at a disciplinary meeting under this provision, the Employee may not unreasonably delay the originally scheduled meeting. The Union Steward or Business Representative may not unreasonably disrupt the disciplinary meeting.

Section 3. Union Notification: In cases of discipline or discharge, the Employer will provide written documentation of such notice or action to the Union's Steward (or the Union Business Agent in the event the Union Steward is the subject of said discipline or discharge). For disciplinary action, the Employer will provide the Union notice within seven (7) days of said action, and the notice will be placed in the Employee's personnel file. For discharge, the Employer will provide the Union verbal notice within twenty-four (24) hours of said action and will provide written notice to the Union within seven (7) days of said action, and the notice will be placed in the Employee's personnel file.

ARTICLE 17 - NO STRIKE / NO LOCKOUT

I.A.T.S.E. agrees that neither it nor its members will engage or participate in or in any way support any strike, walkout, sit-down, stoppage, or unauthorized cessation of work, including sympathy strikes, during the term of this Agreement. In the event of a strike or concerted interference with the orderly and efficient operation of the Employer through a slowdown or any other method, I.A.T.S.E. will promptly and conscientiously endeavor to secure a return of the strikers. Any Employee engaging in conduct prohibited by this Article is subject to immediate disciplinary action, including discharge.

Employer agrees that it will not engage in any lockout during the term of this Agreement.

ARTICLE 18 - NON-DISCRIMINATION

Section 1. Equal Employment Opportunity: The Employer and the Union acknowledge the

need to increase diversity in all its forms. As leaders within our industry, both the Employer and the Union accept their responsibility to ensure equal opportunity in all aspects of employment for all qualified persons regardless of race, color, national origin, ancestry, alienage, citizenship,

religion, creed, sex (including pregnancy), gender, gender identity or expression, veteran status, marital status, status regarding public assistance, disability (as defined in the Americans with Disabilities Act), sexual orientation, age, medical condition (including genetic characteristics), or any other legally protected status.

Further, both the Employer and the Union will take affirmative steps to ensure that all employment practices are free of such discrimination.

Employer will continue to maintain anti-discrimination and anti-harassment policies applicable to all Employees. Those policies are accessible to all Employees.

Nothing in this provision shall be interpreted as limiting an Employee's right to file a charge of discrimination or harassment with any federal, state, or local governmental agency having authority to investigate alleged violations of applicable anti-discrimination laws. If Steps 1-3 of the grievance process are completed within 180 days of the alleged discriminatory action and an employee elects to file or pursue such a charge of discrimination with a governmental agency or in any court, the Union and that Employee agree that they waive any right to pursue arbitration under this Agreement of any claims filed with a federal, state or local agency or court by the Union or that Employee.

Neither party shall be liable in law or equity for the other's discriminatory practices or failure to take affirmative steps to prevent discrimination.

Section 2. Respect in the Workplace: Both the Employer and the Union commit to encouraging a respectful workplace where all are treated fairly and equitably, difference is acknowledged and valued, communication is open and civil, conflict is addressed, and there is a culture of empowerment and cooperation. Employer and Employee agree to value each other's contributions, work, and roles. Both the Employer and the Union value and respect similarities and differences and speak and listen to one another without judging, blaming, or shaming. A respectful workplace is one where individuals sincerely understand varying points of view, accepting that others have values and beliefs that are different from their own.

Disrespectful acts, harassment, or bullying will be addressed directly and immediately and shall be referred to the appropriate representative.

Section 3. Union Status: Neither the Union nor the Employer shall discriminate against any

applicant or Employee on the basis of Union membership or the lack thereof, or on the basis of Union activity or the lack thereof, other than as lawfully required by the specific terms of this Agreement.

ARTICLE 19 - CONFLICT OF INTEREST

No member of Alliance management, supervisors, or production management can serve as an I.A.T.S.E. representative or designee under any term of this Agreement.

ARTICLE 20 - PRIOR AGREEMENTS

I.A.T.S.E. and Alliance agree that this document and the Voluntary Recognition Agreement dated September 1, 2022, represents the Agreement between the two parties. This Agreement supersedes all prior agreements between the two parties.

ARTICLE 21 - IATSE LOGO

Alliance will make a good faith effort to print the I.A.T.S.E. Logos of all represented Locals in all programs created by Alliance for all performances. The artwork will be provided by I.A.T.S.E. Local unions in the format required by Alliance. The I.A.T.S.E. Logo is pursuant to all the I.A.T.S.E. International's Rules and Provisions.

ARTICLE 22 - TRAVEL

When air travel is required by the Employer, the Employer will provide coach airfare booked by the Employer to take advantage of discounted advance purchase fares. Any increase in airfare incurred as a result of an unauthorized change of flight reservations will be the responsibility of the Employee. Employer will reimburse the cost of out-of-pocket ground transportation. Taxi, Rideshare, or other receipts must be turned in to the Production Management Department or the Employee's Production Department Supervisor not later than two weeks after travel. Employees will be reimbursed for checked bags.

- A. The Employer shall provide, at its expense, suitable (i.e., clean and safe) accommodations for each day or part thereof that the Employee is required to be away from Employee's place of residence overnight in connection with Employee's services to be performed hereunder.
- B. Whenever possible, such accommodations shall afford the Employee privacy. In addition, accommodations shall provide reasonable access to a telephone or major cellular providers, adjoining bath, appropriate linens, and toiletry goods (i.e., toilet paper and soap).
- C. The Employer shall provide, at no cost to the Employee, high-speed consumer-grade broadband internet access in Employer-controlled housing either via wireless or a portal (hook-up). If housing is not controlled by the Employer and the above-noted internet connection is not available, the Employer shall provide, at no cost to the Employee, high-speed Internet access via wireless or a portal.
- D. If the Employee prefers housing other than that offered by the Employer, the Employer shall have no further responsibility for housing unless otherwise agreed.

Employees will be compensated at the minimum base rate for all actual travel hours to and from the location.

When the Employer requests an Employee to use their own vehicle, exclusive of commuting, actual mileage traveled for such use will be reimbursed at the I.R.S. Tax rate.

ARTICLE 23 – MISCELLANEOUS

Employment Verification: The Employer shall provide written employment verification upon request by an Employee or as required by law, including starts and end dates.

Comp Tickets: All Employees shall be provided with the same opportunities for comp tickets that are allowed for other Employees.

Deductions: Deductions from paychecks, other than federal and state taxes and social security contributions, and other deductions contained herein may occur only by written Agreement or government order.

Bulletin Board: The Employer shall provide a bulletin board for the posting of Union material. Sufficient space shall remain available to permit notices to be posted thereon.

ARTICLE 24 - SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or agency. The parties hereto agree that in the event any provisions of this Agreement are held or constituted to be void or as being in contravention of any such laws, rulings, or regulations, nevertheless, the remainder of this Agreement shall continue in full force and effect.

ARTICLE 25 – COMPLETE AGREEMENT

The parties agree that they have had a full opportunity to make bargaining demands and proposals during negotiations leading to this Agreement and that they have fully settled all matters relating to wages, hours, and other terms and conditions of employment for the duration of this Agreement, and that neither party is obligated to engage in mid-term bargaining over such matters.

There shall be no modification or amendment of this Agreement during its term, except by mutual written Agreement signed by both parties.

ARTICLE 26 - TERM OF AGREEMENT

This contract shall be in force and binding: From the 30th day of October 2023 to the 31st day of October 2026. At least ninety (90) days prior to its expiration date, the parties may meet and confer to negotiate the terms of a new agreement to take effect upon the termination of this Agreement.

Samantha Reese	1ATSE 798
Signature	11/24/2023 Date
Cynthia Roberts	IATSE 859
Signature Polento	11/24/2023 Date
Margaret G Guiberteau	IATSE 927
Print Signature	11/28/2023 Date
MIKE SCHLEIFER	ALLIANCE
Print Signature	11/18/2025 Date
Print/ of Modelling	ALLIANCE
Signature	$\frac{11 20/2023}{\text{Date}}$
Matthew D. Loeb	I A TROOP
Print	IATSE
Mary But	11/28/23
Signature	Date

APPENDIX A WAGE SCHEDULE

Classification	Effective on	Effective on the	Effective on the
	Ratification	First Anniversary of	Second
		Ratification	Anniversary of
			Ratification
Key Rate:	\$23.00	3% increase	3% increase
Wig Master			
Head Electrician			
Crew Chief			
Technician:	\$22.00	3% increase	3% increase
Property Stage Hand			
Flyrail Operator			
Wardrobe			
Automation Stagehand			
Staff Electrician			
Sound Engineer			
Additional Labor	\$20.00	4% increase	4% increase

- Section 1: No Reductions In Pay. No Employee's pay will be reduced as a result of this Agreement taking effect.
- Section 2: <u>Guaranteed Increase</u>. All current, regular full-time, and regular part-time employees actively employed as of the effective date of this Agreement shall receive an 8% base wage increase or increase to the new rate in the table above, whichever is higher, to be paid as of the effective date of this Agreement.
- Section 3: <u>Minimum Pay Exclusion</u>: The above rates are minimums. The Alliance reserves the exclusive right to pay more than the above rates to any Employee(s). Any higher rate Employer may agree to will not constitute a precedent or past practice under this Agreement.
- Section 4: <u>Pay Determination</u>: The job classification pay rates are defined above. If there is a need to determine a pay rate for a new in-unit position, the appropriate representative of the Local covering the craft and the Managing Director or their designee will discuss the appropriate basic pay rate.
- Section 5: Service Recognition: Each full-time regular Employee who has completed five (5) full years of continuous service shall receive a one-time payment of \$500, subject to all applicable withholdings and deductions, in the next administratively feasible payroll after their anniversary date. Employees will receive additional lump sum payments on each subsequent five-year anniversary per the chart below up to a maximum of \$2,500 for each five-year anniversary after 25 years of continuous service. Bargaining unit employees who have achieved any of these levels of service as of ratification will receive the service recognition amount associated with their most recent anniversary in the first administratively feasible payroll after ratification (e.g., an employee who has achieved 11 full years of continuous service as of ratification will receive a lump sum payment of \$1,000):

Years of Continuous Service	Service Recognition Payment
5	\$500
10	\$1,000
15	\$1,500
20	\$2,000
25 and subsequent five-year anniversaries	\$2,500

Section 6: Stewards shall be compensated at their regular pay rate for time handling grievances on the job site during their work hours or for management grievance meetings where the meeting time is set by management.

Section 7: <u>Ratification Bonus</u>: The Employer will pay a one-time lump sum ratification bonus in the amount of \$250 to each bargaining unit member who is actively working on payroll as of the effective date of this Agreement. Payment will be made in the first administratively feasible payroll after the ratification date.