

AGREEMENT

This Agreement made and entered into effective August 1, 2022 is by and between Fox Theatre, Inc. (a Georgia non-profit corporation), and its Fox Theatre located at 660 Peachtree Street, NE, Atlanta, Georgia 30308 (hereinafter called the "Employer") and Local Union No. 798 of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, (hereinafter called the "Union").

WITNESSETH:

WHEREAS, Employer owns and operates the Fox Theatre in the City of Atlanta, Georgia, and produces shows within such theatre; and

WHEREAS, Union is the duly authorized collective bargaining representative of certain employees whom Employer engages to perform services within such theatre and in connection with shows performed therein; and

WHEREAS, the parties hereto are desirous of establishing the standards of wages, hours and working conditions under which such employees shall work for Employer during the term of this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions herein contained, the parties do hereby agree as follows:

ARTICLE I

Recognition

(A) The Employer recognizes the Union as the exclusive bargaining representative for all make-up artists and hair stylist employees who's duties include the following when such work is performed in the auditorium portion of the Fox Theatre: styling, shampooing, cleaning, drying, dyeing, rinsing, conditioning, setting, blocking adjusting, fitting of performer's hair; maintaining, cleaning repairing and building of performer's wigs; setting up hair and make-up space; applying make-up, prosthetics, facial hair, or to trim and maintain same, and who perform such work in conjunction and connection with a stage show or trade show in the auditorium portion of the Fox Theatre at 660 Peachtree Street, N.E., Atlanta, Georgia 30308 (hereinafter referred to as "Bargaining Unit Employees"), excluding all other employees, technical employees, supervisory employees and guards, as defined by the National Labor Relations Act (the "Act"), and traveling crew members of the show who perform these duties. Further, the Employer grants to Local Union No. 798 and I.A.T.S.E. the exclusive right to provide the services herein referred to for all stage shows or trade shows held in the auditorium portion of the Fox Theatre, including but not limited to all of the shows described in Article VII below.

(B) In the event of the Union having a separate collective bargaining agreement with a promoter, production company or other entity leasing the auditorium portion of the Employer, this Agreement between the Employer and the Union, including but not limited to Article VI, shall apply. It is understood and agreed that this Agreement between the Employer and the Union only covers work in conjunction and connection with a stage show or trade in the auditorium portion of the Fox Theatre.

(C) Prior Obligation: As Local 798 is a local of the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS of the U.S., ITS TERRITORIES AND CANADA, AFL-CIO, CLC, nothing shall be construed to interfere with any obligation Local 798 owes to such organization by reason of prior obligation; but this shall in no event be construed or applied so as to contravene any applicable state or federal laws.

ARTICLE II

Definition of Relationship and Referral Procedure

(A) All Bargaining Unit Employees shall be referred by the Union pursuant to the referral procedures contained in this Article II.

(B) All Bargaining Unit Employees shall be referred by the Union to the Employer for work from the joint Fox Theatre/Local 798 Roster. The Employer shall have the right to name the Bargaining Unit Employees to work on any call. In the event that the Union cannot fill a call from the joint Fox Theatre/Local 798 Roster, the Union shall fill the call with qualified Employees from outside the joint Fox Theatre/Local 798 Roster. Upon request, the Union agrees to provide the Employer with a copy of the current 798 Georgia Roster from which it refers Bargaining Unit Employees.

(C) The Employer shall establish the qualifications for individuals who may be referred by the Union to perform the work of make-up artists and hair stylists and shall communicate such qualifications to the Union. The Union shall then refer individuals from its Roster who meet said qualifications.

(1) The joint Fox Theatre/Local 798 Roster shall be comprised of individuals selected and approved by both the Employer and the Union. In order to be qualified to be placed on the joint Fox Theatre/Local 798 Roster, an individual must be able to document that he or she has at least one year of professional theatrical experience as a make-up artist and hair stylist, or equivalent. The parties agree to work in good faith in selecting and approving qualified individuals to be placed on the joint Fox Theatre/Local 798 Roster and shall not unreasonably withhold their approval of any qualified candidate for the joint Fox Theatre/Local 798 Roster. The Employer and the Union may add individuals to the joint Fox Theatre/Local 798 Roster at any time.

(2) In order to be referred to the Employer from outside the joint Fox Theatre/Local 798 Roster, an individual must have completed the approved joint Union and Management training program, or be approved by Management prior to being sent to the Employer to work a call.

(3) All Bargaining Unit Employees reporting for a call must sign-in on the sign-in sheet, and "clock-in" on the Employer's official time clock by the call time.

(4) A Bargaining Unit Employee who accepts a referral for a call is expected to be on the premises and ready to work at the scheduled start time for the call. In the event that an employee who accepts a referral for a call is not on the premises and ready to work within five (5) minutes after the scheduled start time for the call, he or she may be rejected by the Employer from the call and, in addition, shall be subject to discipline by the Employer and/or by the Union.

(5) Notwithstanding any other provision of this Agreement, the Employer shall have the right to hire employees of its own choosing for any call for which the Union is unable to provide a sufficient number of qualified employees on the premises and ready to work within five (5) minutes after the scheduled start of the call by "quick call" or otherwise; provided, however, that the Employer shall not have the right to hire employees of its choosing on the call if it has rejected any Bargaining Unit Employee from the particular call in question unless such rejection has been for one or more of the following reasons: (a) the Bargaining Unit Employee has been rejected for referral by the Employer in accordance with Article II(C)(6); (b) the Bargaining Unit Employee does not meet the agreed-upon qualifications described in this Agreement; or (c) the Bargaining Unit Employee has been rejected because he or she arrived to work more than five minutes late for the call.

(6) The Employer shall have the right to reject any employee referred by the Union from the Referral List or outside the Referral List for any reason so long as such reason does not violate federal or Georgia law. Absent agreement by the Employer, the Union will not refer any individual who (a) is serving a suspension, or (b) has been discharged by the Employer prior to or during the term of this Agreement.

(7) Neither the Employer nor the Union shall discriminate against any Bargaining Unit Employee by reason of race, color, creed, religion, disability, national origin, gender, sex, age, sexual orientation, marital status, union activity or any other factor prohibited by applicable law.

(D) The Employer shall make all reasonable efforts to give the Union at least seven calendar days' notice of the number of Bargaining Unit Employees needed for a call and the applicable pay scale for the call. It is understood, however, that from time-to-time the requirements for a call may change or require adjustment, but never below the requirements of the yellow card on productions operating under those rules. The Employer agrees to provide the Union with notice of such changes or adjustments as soon as practicable. The Employer shall also notify the Union of any reduction in the number

of Bargaining Unit Employees needed for a work call no later than 12 hours prior to the affected work call; provided, however, that such notice shall not be required for a work call where the reduction results from a show cancellation, transportation delay or act of God.

(E) The Union shall make all reasonable efforts to provide a list to the Employer of the names of the Bargaining Unit Employees who will be referred to the Employer for a call at least 48 hours prior to the scheduled start of the call. In the event that the Employer does not timely receive such a list from the Union, the Employer will contact the Union and work with the Union to secure the list as quickly as possible. In addition, at least 48 hours prior to referring a Bargaining Unit Employee to the Employer for the first time, the Union shall make all reasonable efforts to provide the Employer with documentation verifying that the Bargaining Unit Employee meets the qualifications for the job and documentation to allow the Employer to comply with its obligation to complete a federal I-9 Employment Eligibility Verification form prior to the individual's commencement of work.

(F) The Union shall only refer Bargaining Unit Employees who are available to work the entire run of the show.

ARTICLE III

Management Rights

(A) Except as expressly limited or modified in this Agreement, the Employer has and shall retain all the rights or functions of management, and the exercise of such rights or functions shall not be subject to the grievance or arbitration provisions of this Agreement.

(B) Without limiting the generality of the foregoing, as used herein the term "Rights of Management" includes:

(1) The management of the theatre and the direction of the work of the employees, including the right to hire, discharge, promote, transfer, reprimand or suspend employees, to determine the amount of work needed and to lay them off because of lack of work;

(2) The establishment of work schedules for employees, including the determination of the number or actual hours to be worked in any given day or week; the determination of the number of employees necessary to set up the stage, to operate any machine, or any operation of work therein, properly and effectively, including the right to modify or change same;

(3) The establishment of working, safety and other rules not inconsistent with the express terms of this Agreement; and

(4) The Employer shall have the right to implement a reasonable drug testing policy. Such drug testing policy shall not be inconsistent with any Federal or Georgia laws.

(C) It is agreed that the enumeration of the foregoing management rights shall not be deemed to exclude other "Rights of Management" not specially enumerated, and any other power, function, authority and right relating to management of the business of the Employer and the direction of the working force, which the Employer has not specifically abridged, delegated or modified by this Agreement, whether or not the Employer has made use of such power, function, authority and right prior to the execution of this Agreement, are hereby specifically retained by the Employer.

(D) The failure of the Employer to exercise any power, function, authority or right reserved or retained by it, or the exercise of any power, function, authority or right in a particular way, shall not be deemed a waiver of the right, nor preclude the Employer from exercising the same in some other way not in conflict with the specific provisions of this Agreement.

ARTICLE IV

Discharge and Discipline

(A) The Employer will not reprimand, suspend or discharge any Bargaining Unit Employee from a particular call without just cause. This provision does not apply to or limit the right of the Employer to reject any referral of a Bargaining Unit Employee made pursuant to the provision of Article II(C)(6).

(B) In the event that the Employer suspends or discharges a Bargaining Unit Employee from a particular call, the Employer will immediately notify the Union Field Representative or Business Representative of such action and, further, will provide the Union with written notice within 48 hours of the time the affected employee is notified of such action. The notice to the Union shall include a brief summary of the facts, the names of the known witnesses and the specific rule or conduct violation; provided, however, that nothing contained in or omitted from the notice shall be used by the Union to limit the Employer's presentation of evidence or arguments at any step in the grievance procedure or in an arbitration proceeding.

(C) In the event that the Employer suspends or discharges a Bargaining Unit Employee from a particular call, any grievance based upon such action will commence at the Step 3 grievance meeting between the parties described in Article V of this Agreement; provided, however, that this provision shall not relieve the Union of its obligation to submit a timely, written grievance in accordance with Article V(B).

ARTICLE V

Grievance and Arbitration Procedures

(A) For the purpose of this Agreement, this grievance and arbitration procedure refers to those matters arising out of the interpretation or application of this Agreement.

(B) The parties acknowledge that disagreements will arise from time to time concerning the interpretation or application of this Agreement. The parties understand and agree that, whenever such a disagreement does arise, they should first make a good faith attempt to resolve the issue informally and without resorting to the formal grievance process. The attempt to resolve the issue informally if done within the initial 10 days from the occurrence of the facts, tolls the time for Step 1 and the 10 day period then starts from the moment of failure to reach an informal resolution. When the parties are unable to resolve an issue informally, the sole and exclusive method of settling all such disputes or grievances as may be appropriately raised shall be in accordance with the following procedures:

Step 1 - Either party shall, no later than 15 calendar days from the occurrence of the facts giving rise to the grievance, submit a written grievance to the other party, setting forth in detail the nature of the grievance.

Step 2 - The party to whom the grievance is presented shall submit a written response to the grievance within 10 calendar days of its receipt of the written grievance.

Step 3 - In the event that the party that submitted the grievance is not satisfied with the written response of the party to whom the grievance is presented described in Step 2 above, it shall notify the party to whom the grievance is presented within seven calendar days of its receipt of the response. The parties shall then meet within 14 calendar days of the date the above notification is received in an attempt to resolve the dispute.

Step 4 - If the grievance remains unresolved after the meeting described in Step 3 above, either the Employer or the Union may, no later than 15 calendar days after the Step 3 meeting, petition the Federal Mediation and Conciliation Service or the American Arbitration Association for a suggested panel of arbitrators. The Employer and the Union shall choose one arbitrator from the panel by alternate strikes, with the party striking first to be determined by lot. The decision of the arbitrator shall be final and binding on the parties and the employees.

(C) In computing any time requirement set forth in the grievance steps above or for either party's production of information and documents to the other party, the

parties agree that the time period shall commence on the first calendar day after the party receives prior notice and that, if the last day of the time requirement is a Saturday, Sunday, or holiday listed in Article VII (C)(6) below, the time requirement shall run to the next day which is not one of the aforementioned days. The parties further agree that the time requirements set out in this Article may only be extended, in writing, by mutual agreement of the parties.

(D) The failure of either party to meet the time requirements as set out in this Article shall be deemed to be a withdrawal of the party's grievance or defense thereof.

(E) It is agreed between the parties that arbitration shall be limited to only those rights granted to the Employer, Union and the employees by virtue of specific provision of the Agreement, and no arbitrator shall be entitled or have the authority to make any decision on any matter that is not specifically set forth in this Agreement. The arbitrator selected hereunder shall not have jurisdiction or authority to add to, delete from, or alter in any way the provisions of this Agreement.

(F) The decision of the arbitrator shall be final and binding under this Agreement upon the Employer, the Union and employees and shall be in accordance with specific terms and conditions set forth in this Agreement.

(G) The fees and expenses of the arbitrator shall be borne equally by the parties.

(H) The parties acknowledge and agree that either party may request, in writing, that the other party produce information and documents that are relevant to the party's investigation and prosecution of a grievance. The party to whom the request is submitted shall provide all relevant information and documents requested by the other party within five calendar days of its receipt of the written request; provided, however, that a party's request for information and documents shall not toll any of the time requirements set out in this Article unless agreed to by both parties in writing.

ARTICLE VI

Strikes and Lockouts

- (A) The Union 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, the Union will promptly and conscientiously endeavor to secure a return of the strikers.
- (B) The Employer agrees that it will not engage in any lockout during the term of this Agreement.

ARTICLE VII

Show Definitions and Wage Rates

(A) For purposes of this Agreement, the following rates will apply:

(1) Fox Show Rate (self promoted) – The rate paid for an “Fox Show,” which is any show promoted or co-promoted by the Fox Theatre. The Fox Show Rates are reflected in Exhibit A, which is attached hereto and made a part of this Agreement.

(2) Other Show Rate – The rate paid for an “Other Show,” which is any show that is not a Fox Show. The Other Show Rates are reflected in Exhibit A, which is attached hereto and made a part of this Agreement.

(3)

(B) **Straight Time:** Except as otherwise set forth in this Agreement, Bargaining Unit Employees will be paid the applicable base hourly rate for the following:

(1) the first eight (8) hours worked during any single day (Monday through Friday) on work calls and Continuity Calls; and

(2) the first four (4) hours worked during a Show Call (Monday through Friday).

(3) if a Bargaining Unit Employee is unable to complete the run of a show for any reason and the Employer determines that it is necessary to train a replacement for the Bargaining Unit Employee, such replacement Employee shall be paid Straight Time for a five (5) hour work call at the Other Show Rate for such training.

(C) **Overtime:** A wage equal to one and one-half times the applicable base hourly rate. Except as otherwise set forth in this Agreement, Bargaining Unit Employees will be paid Overtime for the following:

(1) all hours worked in excess of eight (8) during any single day (Monday through Friday) on work calls and Continuity Calls;

(2) all hours worked between 12:00 midnight and 8:00 a.m. on work calls and Continuity Calls;

(3) all hours worked on Saturday and Sunday on work calls and Continuity Calls;

(4) Show Calls on Saturday and Sundays;

- (5) all hours worked in excess of four (4) during a Show Call; and
- (6) all hours worked on the following Holidays (including Show Calls):

New Year's Eve
New Year's Day
Martin Luther King Day
National Memorial Day
Juneteenth
July 4th
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

(7) All hours worked on a Show Call for a performance that takes place after a Bargaining Unit Employee has already worked thirty-six (36) or more total hours in the applicable workweek.

(D) Notwithstanding any other provision of this Agreement, with the exception of the "meal penalty" described in Article XI(C), there shall be no pyramiding of rates.

(E) All time will be computed in one (1) hour increments.

(F) Employer agrees that it will comply with all applicable provisions of the Fair Labor Standards Act.

ARTICLE VIII

Calls

(A) Except as otherwise set forth in this Agreement, all Bargaining Unit Employees reporting for a work call shall be paid a minimum of four (4) hours reporting pay. Any Bargaining Unit Employee who is cut from the call that would create a break greater than 2 hours before the next call shall receive hourly pay at the prevailing rate once the 4 hour minimum of the call is complete, and once 2 hours past the 4 hour minimum have occurred. If the employee is still on break following these conditions, they will receive pay in 1 hour increments at the prevailing wage rate, but the time shall not be calculated into the accumulated hours worked for the day but rather be calculated as unworked time.

Example 1: Employee works 11:00am-2:00pm / 2:00 cut / complete 4 hour minimum 2pm-3pm / 2 hours unpaid 3pm-5pm / 1 hour pay 5pm-6pm / 6pm starts the New Call.

Example 2: Employee works 10:00am-2:00pm / 2 hours unpaid 2pm-4pm
/ 2 hours pay 4pm-6pm / 6pm starts the New Call.

(B) A "Show Call" includes all work performed by a Bargaining Unit Employee during a performance. Except as otherwise set forth in this Agreement, all Bargaining Unit Employees reporting for a Show Call shall be paid a minimum of four (4) hours reporting pay.

A Show Call shall begin at "half-hour" (30 minutes before a performance is scheduled to begin). Any activity after the final curtain, including the collecting of wigs and the securing of the work area necessary to safeguard the equipment and supplies as determined by the Employer, that is completed within 30 minutes after the final curtain of the performance shall be considered part of the Show Call and shall not be considered part of a Continuity Call or work call so long as such activities can be completed within the four (4) hour Show Call time period. If such activities extend beyond the four (4) hour Show Call time period, they shall be considered to be part of the post-show Continuity Call.

All members of the show crew who are not called for a Continuity Call shall report no later than "half-hour" before the scheduled performance starting time.

(C) At the Employer's discretion, Bargaining Unit Employees who are called to work a performance may be called for a "Continuity Call". A Continuity Call is the pre-performance and post-performance activity for that specific performance. The Employer may require one or more members of the show crew, as needed, to report for a Continuity Call up to two (2) hours before "half-hour" before a scheduled performance time and/or called to remain up to one (1) hour after the final curtain of the performance.

ARTICLE IX

Duration of Agreement

This Agreement shall become effective as of the 1st day of August 2022 and shall continue in full force and effect through the 31st day of July 2025. The first year of this Agreement shall conclude on the 31st day of July 2023. The second year of this Agreement shall commence on the 1st day of August 2023 and shall conclude on the 31st day of July 2024. The third year of this Agreement shall commence on the 1st day of August 2024 and shall conclude with the expiration of this Agreement on the 31st day of July 2025.

ARTICLE X

General Conditions

(A) All Bargaining Unit Employees who work during final Show Call of a show, will perform the Pack-Out and be paid a Pack-Out fee. Pack-Outs will not exceed

one (1) hour in duration. Any time worked for a Pack-Out that exceeds one (1) hour in duration will be paid hourly at the prevailing hourly rate.

(B) (1) Turnaround: Except as stated in B(2) below, in the event that a call runs from a higher rate time period into a lower rate time period, the higher rate will apply until there has been a six hour break between the time periods. In cases where a Bargaining Unit Employee does not receive a six hour turnaround under the circumstances described in the preceding sentence, he shall be paid at the Overtime rate for all hours worked between the time he reports back to work and the time that he is afforded with such a break as described above or in B(2) below. There shall be no pyramiding of overtime rates.

(2) On calls in which the same client/promoter has a contract with the Employer for the same show and in the event that a call runs from a higher rate time period into a lower rate time period, the higher rate will apply until there has been an eight hour break between the time periods. In cases where a Bargaining Unit Employee does not receive an eight hour turnaround under the circumstances described in the preceding sentence, he shall be paid at the Overtime rate for all hours worked between the time he reports back to work and the time that he is afforded with such a break as described above or in B(1). There shall be no pyramiding of overtime rates.

(C) For rehearsals and work calls, the crew will consist of any necessary members of the show crew as determined by the Employer.

(D) Broadcast Performance Rate: Any performance that is audio-taped, video-taped, broadcast, telecast, filmed, distributed over the Internet or any other electronic network, or mechanically reproduced in any manner for commercial purposes, will be charged at double the applicable performance rate for all members of the show crew. Any reproductions by the above means by news crews of commercial stations shall not be considered as being for "commercial purposes"; provided, however, that such reproductions by news crews shall be limited to no more than five minutes of footage that is shown on the air. Any reproductions by the above means for archival purposes shall also not be considered as being for "commercial purposes." The Employer and the Union shall inform the other immediately of any information indicating that any reproduction has been used for commercial purposes. In the event that it is determined that any reproduction has been used for commercial purposes without payment of the rates described above, and the Employer is able to collect its contractual fee for such commercial use, the Employer agrees to pay, retroactively, all members of the show crew an additional amount equal to the performance rate for the applicable show.

(E) The Employer may require Bargaining Unit Employees to provide and use his or her own supplies ("kit"). In the event that the Employer requires Bargaining Unit Employees to use his or her own supplies, the Bargaining Unit Employees shall be paid \$25 per performance, but no more than \$200 per week for a "kit" fee; provided, however,

that the Employer must be notified of the need for a Bargaining Unit Employee to use his or her own supplies prior to such occurrence, or such "kit" fee will not be paid.

(F) The first Hair Stylist / Make-Up Artist hired shall be the "First Hire." The First Hire shall be responsible for checking in Per Diem Employees who have been referred by the Union for a call, working with the Union to ensure that all calls have been filled in accordance with the terms of this Agreement, checking Bargaining Unit Employees to ensure that they possess the equipment and supplies required by the Agreement and preparing the Union's payroll records. The First Hire shall also be responsible for bringing to the immediate attention of the Employer complaints or grievances that arise between the Union and/or a Bargaining Unit Employee and a show's producer, promoter, crew or representatives.

(G) The Union agrees to provide assistance in finding candidates for "Crewer" for all shows. The Crewer shall be responsible for filling all calls in accordance with the requirements of the Agreement, replacing Bargaining Unit Employees who do not timely report for a call or who are absent, confirming that all Bargaining Unit Employees possess the appropriate equipment and supplies to perform their work, ensuring that all Bargaining Unit Employees understand how to properly complete and submit payroll records, working with Bargaining Unit Employees and the Employer to answer questions about the payroll and bringing to the immediate attention of the Employer all complaints or grievances that arise between the Union and/or a Bargaining Unit Employee and a show's producer, promoter, crew or representatives. If the Crewer does not work the show, the Crewer shall be paid an amount equal to one four-hour work call at the prevailing, First Hire hourly rate, plus the appropriate annuity and health and welfare contributions as described in Articles XVII and XVIII. If the Crewer works the show, the Crewer shall be paid for all hours worked in accordance with the terms of this Agreement, but shall not be paid an additional four-hour call as described in the preceding sentence. Since the Crewer's work is generally before the beginning or after the end of the work calls/performances and during time that is normally personal time, this would mean that the crewer can submit those hours spent outside of the regular work or performance call each week, but such hours shall not exceed 2 hours per week of the run.

(H) The Employer has the right to institute a policy requiring all Bargaining Unit Employees to report for work with the proper equipment and supplies as mutually determined by the Employer and the Union. At any time, the Employer and/or the Union may conduct an equipment and supply check to ensure that Bargaining Unit Employees comply with this policy. In addition, a Bargaining Unit Employee who fails to comply with this policy may be rejected by the Employer from the call and, in addition, shall be subject to discipline by the Employer and/or the Union.

(I) The Union's Business Representative or his designated representative shall be permitted to come on to the Employer's premises to observe conditions or conduct Union business after first notifying the Employer and obtaining the Employer's permission. Such permission shall not be unreasonably withheld. If a Bargaining Unit

Employee desires to discuss a grievance or potential grievance with a Union representative, he shall do so during non-working time.

(J) The Employer agrees to maintain at all times proper sanitary conditions: toilets and wash basins in booths, proper provisions for safe ingress and egress of employees in the event of an emergency, and lockers for protection of the employees' property.

(K) The Employer may not replace a Bargaining Unit Employee in order to avoid the payment of higher rates.

(L) There shall be no reduction in the number of Bargaining Unit Employees working on a Show Call permitted after the official opening of each production at the Fox Theatre unless there has been a sufficient reduction in work to permit such a reduction. It is understood and agreed that the Employer has the absolute discretion to cut Bargaining Unit Employees from any call; provided, however, that such cuts will be consistent with the volume of work, as determined by the Employer, and adherence to the requirements of the yellow card.

(M) The First Hire shall provide the Employer with its payroll report promptly after the conclusion of a call, show or event.

(N) All Bargaining Unit Employees shall wear proper attire while working for the Employer. The wearing of open-toed shoes is prohibited because of the safety hazard while working backstage.

(O) There shall be no phone calls made during scheduled work hours. Cell phones are not permitted in the stage area.

(P) The Fox Theatre Substance Abuse Policy shall be appended as Appendix A according to the terms of the Memorandum of Understanding appended to this collective bargaining agreement.

(Q) The Fox Theatre Background Check Policy shall be appended as Appendix B according to the terms of the Memorandum of Understanding appended to this collective bargaining agreement.

ARTICLE XI

Meal Periods, Meal Breaks and Breaks

(A) The Employer may provide a Bargaining Unit Employee with a one-hour "meal period," without pay, after the employee has worked a minimum of three continuous hours and a maximum of five continuous hours. A Bargaining Unit Employee may be entitled to additional one hour meal periods, without pay, after the employee has worked a minimum of three continuous hours and a maximum of five

continuous hours from the end of any previous meal period. It is understood and agreed, however, that Bargaining Unit Employees who are required to be present for a sound check or opening night rehearsal may be required to take their meal period after they have worked two hours from their previous meal period. At no time will any meal period be more than one hour during the same call.

(B) In the event that the Employer determines that a Bargaining Unit Employee will not receive a meal period as described in Article XI(A) above, the Employer may provide the employee with a 30 minute "meal break," with pay, and an appropriate meal. The Employer will make its best effort to provide a hot meal and, for those Bargaining Unit Employees who provide prior notice of their request, a vegetarian meal.

(C) In the event that the Employer determines that neither a one hour meal period nor a 30 minute meal break shall be provided as described in Articles XI(A) and (B), respectively, a Bargaining Unit Employee will receive a "meal penalty" of double the prevailing hourly rate until either a one hour meal period or 30 minute meal break can be provided.

(D) There will be a 15 minute break approximately half way between each meal period or meal break or, if no meal period or meal break is provided within a five-hour period, approximately every two to two and one-half hours.

(E) Subject to the requirements set forth in Articles XI(A) and (B) above, the Employer may schedule meal periods or meal breaks among Bargaining Unit Employees at its discretion.

(F) Notwithstanding the requirements set forth in Articles XI(A) through (E) above, the parties agree that the Employer will not be required to provide a meal period or meal break or pay the meal penalty until after a Bargaining Unit Employee has worked six hours for a performance, including all time worked for both a Continuity Call and a Show Call.

(G) If a Bargaining Unit Employee works more than five (5) continuous hours on more than one performance in a day, the employee shall receive a meal period, without pay, between the end of one performance and the beginning of the next performance. If such a meal period cannot be provided for the employee, the Employer shall provide a meal break; provided, however, that under the circumstances set forth in this Article XI(G), the Employer shall not be required to provide more than one meal period or meal break within any six (6) hour period.

ARTICLE XII

Workers' Compensation

The Employer shall provide workers' compensation coverage under the workers' compensations laws of Georgia for all Bargaining Unit Employees referred pursuant to this Agreement

ARTICLE XIII

Savings

In the event of a determination by the properly constituted authority that any portions of this Agreement are unlawful, the remaining portions shall remain in full force and effect, and the portion or portions determined unlawful shall become null and void. In addition, this Agreement may be revised or amended during its term through a written agreement signed by both parties; provided, however, that nothing contained herein shall require that either party agree to revise or amend this Agreement during its term.

ARTICLE XIV

Most Favored Nations Clause

The Union agrees that should it enter into any agreement with an individual employer who is a competitor of the Employer or group of employers who are competitors of the Employer to provide wages or working conditions more favorable to the employer than are included in this Agreement, such more favorable wages and working conditions shall automatically be included in this Agreement. Those employers who are considered competitors of the Employer include: Symphony Hall, Chastain Park, The Civic Center, Six Flags, the Tabernacle, the Gwinnett Civic Center, the Cobb Energy Center and any hall or amphitheater that is built in the metropolitan Atlanta area during the term of this Agreement which contains 3,000 - 6,000 fixed seats.

ARTICLE XV

Health and Safety

The Employer recognizes its obligation to provide a safe and healthful working environment. Consistent with the foregoing, the Employer, as it has in the past, will consider all health and safety improvements recommended by the Union in good faith and will implement changes to improve working conditions from a safety and health standpoint when feasible. In addition, the Employer shall provide a properly stocked first aid station on each side of the stage and restock the first aid stations as necessary.

ARTICLE XVI

Referral Fees

The Employer shall deduct and withhold from the pay checks of each bargaining Unit Employee referred by the Union such referral fees as the employee has authorized the Union to deduct from his or her pay check. The Employer shall collect and remit such fees to the Union at its New York address within five business days after each payroll. Along with the fees, the Employer shall provide a list showing each employee from whom referral fees have been deducted. The Union shall hold the Employer harmless from any and all actions concerning the proper deductions of referral fees under this Article.

ARTICLE XVII

Annuity Fund

(A) Effective August 1, 2022, the Employer agrees to contribute to the I.A.T.S.E. Annuity Fund the equivalent of nine percent (9%) of the gross earnings of each Bargaining Unit Employee. Effective August 1, 2023, the Employer agrees to contribute to the I.A.T.S.E. Annuity Fund the equivalent of ten percent (10%) of the gross earnings of each Bargaining Unit Employee. Effective August 1, 2024, the Employer agrees to contribute to the I.A.T.S.E. Annuity Fund the equivalent of eleven percent (11%) of the gross earnings of each Bargaining Unit Employee.

(B) As used herein gross earnings shall cover and include all wages, compensation and remuneration paid to the employees pursuant to this Agreement hereunder inclusive of overtime and payments for which no services are rendered such as for holidays, vacation, and unworked time on a minimum call, prior to deduction of payroll.

(C) The contribution described in Article XVII above shall be made by the Employer by check payable to the "I.A.T.S.E. Annuity Fund" no later than the 10th day of each month in respect to all employment during the preceding months on which contributions were payable. In conjunction with each such payments, the Employer shall submit a remittance report showing the names and addresses of each employee for whom contributions are being made, their Social Security numbers, their dates of employment, their gross earnings, and the amount of contributions paid for them.

(D) The Employer also agrees to withhold from the paychecks of Bargaining Unit Employees such amounts that the employees have designated in writing should be withheld and remitted to the I.A.T.S.E. Annuity Fund for the employees' 401k contributions. The Employer shall remit the amounts withheld for 401k contributions to the Annuity Fund no later than the 15th of the month following the month in which the work was performed and the deductions were withheld.

ARTICLE XVIII

Health and Welfare Fund Contribution

- (A) Effective August 1, 2022, the Employer agrees to pay an amount equivalent to thirteen and one half percent (13.5%) of the gross earnings of all Per Diem Employees into the I.A.T.S.E. National Health and Welfare Fund, Plan C. Effective August 1, 2024, the Employer agrees to pay an amount equivalent to fourteen percent (14%) of the gross earnings of all Per Diem Employees into the I.A.T.S.E. National Health and Welfare Fund, Plan C
- (B) As used herein, gross earnings shall cover and include all wages, compensation and remunerations paid to the Per Diem Employee pursuant to the Agreement hereunder inclusive of overtime and payments for which no services are rendered such as for holidays, vacations, and unworked time on a minimum call, prior to deductions of payroll.

(C) Such contributions shall be made by check payable to the "I.A.T.S.E. National Health and Welfare Fund, Plan C" no later than the 10th day of each month in respect to all employment during the preceding month on which contributions were payable. In conjunction with each such payments, the Employer shall submit a remittance report showing the names and address of each Per Diem Employee for whom contributions are being made, their Social Security numbers, their dates of employment, their gross earnings, and the amount of contributions paid for them.

ARTICLE XIX

Sale of Business

In the event that 100% of the Employer's assets or stock is sold, the Employer agrees to notify the Union of the sale no later than the date the sale closes.

Executed this 4th day of January, 2023.

FOX THEATRE, INC.

By:


Allan Vella, President

MAKE-UP ARTISTS AND HAIR STYLISTS
UNION LOCAL NO. 798
OF THE INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES AND
MOVING PICTURE TECHNICIANS, ARTISTS
AND ALLIED CRAFTS OF THE UNITED
STATES AND CANADA

By:



Daniel D. Dashman, Business Representative

EXHIBIT "A"

		exp	Year 1	Year 2	Year 3
Fox		2020	3%	3%	3%
Base	FH	\$29.23	\$30.10	\$31.01	\$31.94
Base	H	\$28.01	\$28.85	\$29.71	\$30.60
OT	FH	\$43.84	\$45.16	\$46.51	\$47.91
OT	H	\$42.01	\$43.27	\$44.57	\$45.90
Perf	FH	\$116.91	\$120.42	\$124.03	\$127.75
Perf	H	\$112.02	\$115.38	\$118.84	\$122.41
OT Perf	FH	\$175.37	\$180.63	\$186.05	\$191.63
OT Perf	H	\$168.03	\$173.07	\$178.27	\$183.61
Other					
Base	FH	\$30.60	\$31.52	\$32.47	\$33.44
Base	H	\$29.39	\$30.30	\$31.21	\$32.15
OT	FH	\$45.90	\$47.28	\$48.70	\$50.16
OT	H	\$44.09	\$45.45	\$46.81	\$48.22
Perf	FH	\$122.41	\$126.09	\$129.87	\$133.77
Perf	H	\$117.56	\$121.20	\$124.83	\$128.58
OT Perf	FH	\$183.61	\$189.13	\$194.81	\$200.65
OT Perf	H	\$176.34	\$181.80	\$187.25	\$192.87

Pack out Fee

		exp	Year 1	Year 2	Year 3
Fox		2020	3%	3%	3%
Base	fee	\$51.31	\$52.85	\$54.43	\$56.06
Other					
Base	fee	\$51.31	\$52.85	\$54.43	\$56.06