

**INITIAL COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**GOODSPEED OPERA HOUSE FOUNDATION, INC.**

**AND**

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE  
EMPLOYEES AND MOVING PICTURE TECHNICIANS,  
ARTISTS, AND ALLIED CRAFTS OF THE UNITED STATES,  
ITS TERRITORIES AND CANADA AND ITS  
LOCAL NO. 84, 798, AND USA 829**

**COVERING THE PERIOD OF**

**DECEMBER 22, 2025 THOROUGH DECEMBER 31, 2028**

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## **Article 1 - Recognition**

This Collective Bargaining Agreement (“Agreement”) is entered into by and between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, CLC, and its Locals 84, 798 & USA 829 (each and collectively as the “Union”) and The Goodspeed Opera House Foundation, Inc. (the Goodspeed or the Employer).

Pursuant to the certification in NLRB Case No. 01-RC-325937, the Employer recognizes the Union as the sole and exclusive collective bargaining representative of full-time, seasonal and regular part-time, stagehands, lighting technicians, costume crafts persons, wardrobe workers, sound technicians, property crafts persons, running crew, scenic artists, scenic carpenters, stage supervisors, assistant costume shop managers, wardrobe supervisor, make-up artists and wig and hair stylists (also referred to in this Agreement as “Production Workers”) but excluding the costume shop managers, costume rental coordinators, costume rental assistants, directors of production, sound designers, audio supervisors, props supervisors, technical directors, assistant technical directors, lighting supervisors, charges scenic, directors, clerical employees, and guards as well as professional employees and supervisors as defined in the National Labor Relations Act.

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 the Grievance and Arbitration procedure contained in this Agreement.

Full-time Employees are those who are regularly scheduled to work at least thirty (30) hours in a workweek on average. Regular part-time Employees are those who are regularly scheduled to work fewer than thirty (30) hours per week on average.

Bargaining unit members shall be covered by all policies and procedures applicable to Goodspeed Employees under the category of “Seasonal Employees”, unless they are hired to work fifty (52) weeks per year in which case they shall be under the category of “Annual Employees”, unless explicitly modified by a provision of this Agreement.

## **Article 2 – Work Assignments**

### **Section 1- Bargaining Unit Work**

Goodspeed shall assign bargaining unit work, as defined herein, to members of the bargaining unit, except as permitted herein. It is understood and agreed that this class of work shall include preparation, construction, scenic art work, installation, operation, moving, handling, rigging, dismantling, striking, removal, and routine maintenance and upkeep of theatrical and stage equipment, sets, properties, costumes, and all hair, wigs, and makeup for legitimate theatrical productions, cabarets, and rentals produced or presented by the Employer. This shall include work historically performed by the bargaining unit.

The Employer may assign bargaining unit Employees to perform any work the Employer deems appropriate consistent with their skills and abilities. Work assignments to bargaining unit Employees may include new work or work previously assigned to staff not covered by this Agreement, consistent with their skills and abilities.

Notwithstanding the foregoing, it is understood and agreed that bargaining unit work may be performed by others under the following enumerated circumstances.

Department managers, or supervisors, employed by Goodspeed may perform duties that may also be assigned to bargaining unit members for purposes of training, to perform tasks bargaining unit employees are not able to do, when bargaining unit employees are unavailable or to supplement the work performed by members of the bargaining unit. No bargaining unit member will be displaced or replaced (except in emergencies) as a direct result of a manager, or supervisor performing such work.

Actors (as part of the performance), Stage Managers, Production Assistants, vendors, and specialists may perform work that may also be assigned to bargaining unit members. No bargaining unit member will be displaced or replaced as a direct result of the use of Actors, Stage Managers, Production Assistants, vendors or specialists performing such work.

Bargaining unit employees will work on all musical theatre productions but bargaining unit employees do not have to be used to perform work on certain projects or events where Goodspeed, a third party or individual chooses to use other staff or directs the Employer to use specifically requested technicians, including but not limited to rentals, presentations, workshops, readings, special events, community events, education work and events, galas, benefits, development or fund raising events, and meetings. Goodspeed may offer that work to bargaining unit Employees on an as-needed basis under the terms and conditions set forth in this Agreement.

## **Section 2 – Subcontracting**

Goodspeed may subcontract bargaining unit work:

- a. If Goodspeed first notifies the appropriate Local Representative in writing of its intention to do so; and
- b. So long as it does not reduce the number of bargaining unit positions, work weeks or hours.

## **Article 3 - Hiring Practice**

### **Section 1**

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 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 Additional Labor.

Whenever a full-time bargaining unit position becomes available, the Employer shall notify the respective Local for the department at the same time it publicly posts the job.

## **Section 2 – Additional Labor and Overhires**

- a. Goodspeed has the right to create a “First Call” List for Additional Labor. Once the First Call List is exhausted, the call will be filled from the Union’s General Referral List in accordance with the rules of the applicable hiring hall (or from other external sources if the Union cannot provide qualified labor in a timely manner).
- b. With respect to Overhires for Stage Operations and Wardrobe, the Employer shall call Local 84. With respect to Overhires for Hair, Make-up and Wig stylists, the Employer shall call Local 798. With respect to Overhires for Painters and Scenic Artists, the Employer shall call Local 829.
- c. When Overhires are needed, the Employer will make its best effort to contact the respective Local with three (3) or more business days in advance. The respective Local will make its best effort to provide forty-eight (48) hours notice if they cannot fill the call.
- d. All Additional Labor/Overhires will be paid one dollar (\$1) per hour above the hourly rate of the person being replaced for each hour worked. All Overhire calls will be subject to the four (4) hour minimum except as otherwise provided in Article 4 Section 2(a).

Additional Labor/Overhires. The parties agree that individuals hired to work at the Goodspeed either from the applicable Union referral hall or otherwise on a project-specific basis (collectively referred to as “Additional Labor” or “Overhires”) for periods that are less than the length of a full production 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 hiring of Additional Labor and the number of hours worked by any Additional Labor is within Goodspeed’s sole discretion. Before an Overhire is disciplined they shall be given notice of management’s concerns and an opportunity to respond with a Union representative present but disciplinary decisions involving an Overhire are not subject to the terms of the contractual grievance procedure in this Agreement.

## **Article 4 – Hours of Employment**

### **Section 1**

The workweek shall be defined as beginning midnight on Monday and ending at 11:59 p.m. on Sunday.

Calls under this Agreement will be limited to the following categories: show/performance calls, which are the performance itself as well as any additional hours worked regularly in support of the show during pre-show and post-show; and work calls, which will include all other work hours that are not a show/performance call. Production workers in the shops (scenery, scenic art, wardrobe, costume, property for example) will be scheduled for a basic eight (8) hour work day plus overtime when required.

## **Section 2 - Minimum Call/Turnaround Time**

- (a) The minimum show call shall be no less than four (4) hours. For multiple show days, the show calls will be a minimum of four (4) hours per show. Employees may be called at different times and calls may be staggered. The Employer may accept an offer of partial availability from an Overhire Employee and pay for only hours worked.
- (b) Beginning with the first performance, the Crew Lead in cooperation with the Stage Manager or Production Department Supervisor will determine the show call time for each department. Employees on a show run will be notified of any daily adjustments to their schedule with as much notice as possible, but no less than ten (10) 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 for scheduled hours (not including overtime) if a scheduled shift is cancelled with less than ten (10) hours notice. The ten (10) hour notice will not apply where programming is cancelled for all or a substantial part of a season due to force majeure (e.g., natural disasters, major building and mechanical failures). Unworked paid hours shall not count as hours worked for overtime purposes and shall be paid at the Employee's base rate.
- (e) Goodspeed shall provide all Production Workers with a minimum of ten (10) hours off between the conclusion of one (1) shift and the commencement of the next except where a pre-school or student audience performance begins prior to 12:00 noon. If such turnaround time is not given, the Employee will be paid at one and one-half (1½) times their base hourly rate for any invaded hours.

## **Section 3 – Substitutions**

In each department, the Employer shall make its best efforts to designate swings/substitutes at the same time the stage run crew is hired. Swings/substitutes are to begin shadowing and training promptly as the requirements of the production allow in order for them to begin coverage if necessary. Notwithstanding the foregoing, it is the joint responsibility of the Employer and the Union to ensure that there are sufficient workers. This does not apply to general work calls.

## **Section 4 – Safe Staffing**

If an Employee finds they have a workload exceeding their capabilities, the Employer shall not unreasonably deny a meeting with the Employee and the appropriate local Union representative to help resolve the issue.

## **Section 5 – Breaks and Paid Rest Periods**

### **A. Shop Breaks/Meals**

Rest Break: All workers receive one (1) paid fifteen (15) minute rest break after every two (2) hours of work. These breaks may be staggered within departments as necessary to meet the operational needs of production but shall be scheduled as close as practicable to the two-hour point.

Meal Break: Production workers scheduled for least seven and one-half (7.5) consecutive hours shall additionally receive an unpaid meal break of not less than thirty (30) minutes. Meal breaks shall be scheduled not less than three (3) hours and not to exceed five (5) hours from the beginning of the workday. Meal breaks may be staggered.

If said meal break is not provided, time worked until a meal break is given will be paid at one and one-half (1½) times the Employee's base hourly rate unless Goodspeed provides Employees with a meal. If the workday concludes after no more than six (6) consecutive hours the premium pay penalty and/or meal requirement shall not apply.

### **B. Changeover Breaks/Meals**

Rest Break: Crews receive one (1) paid fifteen (15) minute rest break after every two (2) hours of work. These breaks may be staggered within departments as necessary to meet the operational needs of production but shall be scheduled as close as practicable to the two-hour point.

Meal Break: Crews working in the theatres during changeover shall receive unpaid meal breaks of not less than one (1) hour scheduled at intervals not to exceed five (5) hours from the beginning of the workday or the return from the previous meal break. Meal breaks during changeover may be staggered by department to support continuous operation. If said meal break is not provided, time worked until a meal period is given will be paid at one and one-half (1½) times the Employee's base hourly pay rate, unless Goodspeed provides Employees with a meal, provided that if the workday concludes after no more than six (6) consecutive hours the premium pay penalty and/or meal requirement shall not apply.

### **C. Technical Rehearsals Breaks/Meals**

Rest Break: During technical rehearsals, all crews shall receive a paid break of 5 minutes after no more than 55 minutes of rehearsal or 10 minutes after no more than 80 minutes of the rehearsal. If the performers' break schedule is different from the crew's, the stage manager will notify the stewards about any necessary break changes.

- Meal Break: All crews shall receive an unpaid meal break of not less than thirty (30) minutes scheduled at intervals not to exceed five (5) hours from the beginning of the workday or the return from the previous meal break. Goodspeed will provide the meals including accommodation for any dietary restrictions. If said meal break is not provided, time worked

until a meal break is given will be paid at one and one-half (1½) time the Employee's base hourly rate. If the workday concludes after more than six (6) consecutive hours the premium pay penalty and/or meal requirement shall not apply.

D. Meals During Performance Days

On two (2) show days, if the break between performances is thirty (30) minutes or less, Goodspeed will provide a meal including accommodations for any dietary restrictions.

E. Unless otherwise stated herein, there shall be no pyramiding or duplication of premium pay. Overtime will be calculated on actual hours worked only. Notwithstanding any other provisions in this Agreement, Employees shall not be eligible for premium payment of wages under more than one (1) premium pay provision for the same hours of work. If more than one (1) premium pay provision applies to a circumstance, the Employee shall be provided with the premium pay that provides the highest rate of compensation but shall not be paid for multiple premium pays for the same hours.

**Article 5 – 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 work (provided that such subcontracting of work shall not result in the displacement of Employees who normally perform such work or in a reduction of their regularly scheduled hours), 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 Goodspeed (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 thirty (30) days prior to such policies going into effect to allow the Union the opportunity to suggest changes and/or demand to bargain over any mandatory subjects of bargaining related to the proposed changes. In exercising these rights, the Employer shall observe the provisions of this Agreement.

**Article 6 – Wages**

<b>SHOPS</b>	<b>Current Wage</b>	<b>Ratification (\$23)</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>TIER A (Min \$23)</b>			<b>1%</b>	<b>2%</b>	<b>2%</b>
Costume Shop Assistant Manager	\$21.13	\$23.00	\$23.23	\$23.69	\$24.17
Lead Draper (aka Draper I)	\$25.00	\$25.00	\$25.25	\$25.76	\$26.27
Lead Props Artisan	\$23.00	\$23.00	\$23.23	\$23.69	\$24.17
Lead Scenic Artist	\$21.33	\$23.00	\$23.23	\$23.69	\$24.17
Shop Foreperson	\$25.00	\$25.00	\$25.25	\$25.76	\$26.27
	<b>Current Wage</b>	<b>Ratification (\$20)</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>TIER B (Min \$20)</b>			<b>3%</b>	<b>3%</b>	<b>3%</b>
Drafter I	\$20.50	\$20.50	\$21.12	\$21.75	\$22.40
First Hand I	\$19.00	\$20.00	\$20.60	\$21.22	\$21.85
Lead Carpenter					
Props Assistant					
Props Artisan I	\$19.00	\$20.00	\$20.60	\$21.22	\$21.85
Senior Scenic Artist	\$19.00	\$20.00	\$20.60	\$21.22	\$21.85
Draper II					
	<b>Current Wage</b>	<b>Ratification (\$17)</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>TIER C (Min \$17*)</b>			<b>6%</b>	<b>3%</b>	<b>3%</b>
Carpenter I	\$19.00	\$19.00	\$20.14	\$20.74	\$21.37
Drafter II					
First Hand II					
Props Artisan II					
Props Carpenter I	\$18.00	\$18.00	\$19.08	\$19.65	\$20.24
Scenic Artist I	\$18.00	\$18.00	\$19.08	\$19.65	\$20.24
Stitcher I	\$17.00	\$17.00	\$18.02	\$18.56	\$19.12
Costume Shop Assistant/Swing	\$19.00	\$19.00	\$20.14	\$20.74	\$21.37

<b>RUN CREW</b>	<b>Current Wage</b>	<b>Ratification (\$21)</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>TIER A (Min \$21)</b>			<b>3%</b>	<b>3%</b>	<b>3%</b>
GOH Audio 1	\$19.00	\$21.00	\$21.63	\$22.28	\$22.95
GOH Head Electrician	\$19.00	\$21.00	\$21.63	\$22.28	\$22.95
GOH Lead Hair/Wig/Makeup Stylist I	\$23.00	\$23.00	\$23.69	\$24.40	\$25.13
GOH Stage Supervisor	\$20.00	\$21.00	\$21.63	\$22.28	\$22.95
GOH Wardrobe Supervisor					
GAC Audio 1	\$19.00	\$21.00	\$21.63	\$22.28	\$22.95
GAC Head Electrician	\$19.00	\$21.00	\$21.63	\$22.28	\$22.95
GAC Stage Supervisor	\$19.00	\$21.00	\$21.63	\$22.28	\$22.95
GAC Wardrobe Supervisor	\$19.00	\$21.00	\$21.63	\$22.28	\$22.95
	<b>Current Wage</b>	<b>Ratification (\$17)</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>TIER B (Min \$17*)</b>			<b>6%</b>	<b>3%</b>	<b>3%</b>
GAC Lead Props					
GOH Audio 2	\$17.00	\$17.00	\$18.02	\$18.56	\$19.12
GOH Electrician/Spot Op I					
GOH Lead Hair/Wigs/Makeup Stylist II					
GOH Hair/Wig/Makeup Stylist I					
GOH Lead Props	\$19.00	\$19.00	\$20.14	\$20.74	\$21.37
GOH Wardrobe I					
GOH Stagehand I					
GAC Audio 2	\$17.00	\$17.00	\$18.02	\$18.56	\$19.12
GAC Electrician/Spot Op I	\$17.00	\$17.00	\$18.02	\$18.56	\$19.12
GAC Hair/Wigs/Makeup Stylist					
GAC Stagehands I					
GAC Wardrobe I					
GOH Audio 3	\$17.00	\$17.00	\$18.02	\$18.56	\$19.12
GOH Electrician/Spot Op II	\$17.00	\$17.00	\$18.02	\$18.56	\$19.12
GOH Hair/Wigs/Makeup Stylist II					
GOH Props Crew	\$17.00	\$17.00	\$18.02	\$18.56	\$19.12

	<b>Current Wage</b>	<b>Ratification (\$17)</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>TIER B (Min \$17*)</b>			<b>6%</b>	<b>3%</b>	<b>3%</b>
GOH Stagehands II	\$17.00	\$17.00	\$18.02	\$18.56	\$19.12
GOH Wardrobe II	\$17.00	\$17.00	\$18.02	\$18.56	\$19.12
GAC Electrician/Spot Op II					
GAC Stagehand II					
GAC Wardrobe II					

\* Or Minimum wage, whichever is higher

Wage increases in 2026, 2027 and 2028 shall be effective on January 1<sup>st</sup>.

For the first season of employment, employees shall be paid the Tier minimum pay rate for their position or higher. Thereafter, employees shall be paid the contract rate for their position as set forth in the above wage rate schedule.

### Article 7 - Holidays

#### Section 1 - Holidays Observed

The following days will be observed as paid holidays:

New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Indigenous Peoples' Day  
Thanksgiving Day  
Christmas Eve (Half Day)  
Christmas Day  
New Year's Eve (Half Day)

Any additions to the list of observed holidays that apply to non-bargaining employees of Goodspeed shall also be applicable to members of the bargaining unit.

#### Section 2 - Holiday Pay

All Employees will receive eight (8) hours of paid time off per paid Full day holiday and four (4) hours for half day holidays, in addition to pay for any hours worked on the holiday at their regular rate of pay or at the overtime rate of pay if the hours worked are in excess of forty (40) in the workweek. Holiday

pay shall be at employees' base rate and shall not be considered hours worked for purposes of calculating overtime eligibility.

Paid time off for holidays may be taken in four (4) hour increments.

## **Article 8 – Sick Time**

### **Section 1 - Accrual**

All Employees will accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked with an accrual limit of forty (40) hours of paid sick leave per season or calendar year. Employees may carryover up to forty (40) hours of accrued sick leave from one season to the next, provided the Employee returns to work at Goodspeed in the following season. Employees may use up to a maximum of forty (40) hours of sick leave in any season or calendar year. Accrual begins on the Employee's first day of employment.

Employees will not be paid for accrued, unused sick leave upon separation of employment (discharge, quit, or indefinite layoff).

Employees must notify their Supervisor immediately if they need to use sick leave and in no event shall such notice be later than the employee's scheduled start time. No call/no shows may be subject to immediate discipline, including discharge. New Employees will be frontloaded eight (8) hours of sick leave upon hire.

### **Section 2 - Use of Sick Time**

Employees who have completed their probationary period may use paid sick time for any of the following reasons:

1. The Employee's own illness, injury, health condition, or need for medical diagnosis, care, treatment, or preventative treatment for physical or mental health.
2. For the care of a family member with an illness, injury, health condition, or need for medical diagnosis, care, treatment, or preventative treatment for physical or mental health;
3. To substitute paid leave for any unpaid leave covered under the federal Family Medical Leave Act, the CT Family and Medical Leave Act, CT Paid Leave Insurance Program, and certain situations related to domestic violence, harassment, sexual assault, or stalking as defined by federal or state law;
4. In the event of a public health emergency (such as COVID) as defined by law;
5. To obtain services from a victim services organization, to relocate due to violence and/or assault or to participate in any civil or criminal proceedings related to the same;

6. When the Employee or family member poses a risk to another's health due to a communicable disease, regardless of whether the Employee has contracted it; or
7. For mental wellness day.

Sick leave may not be used in lieu of or for the purpose of vacation.

"Family member" means an Employee's spouse, domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, a parent of an Employee's domestic partner, an Employee's grandparent or grandchild, or a person with whom the Employee is or was in a relationship of in loco parentis. "Family member" also includes the biological, adopted, foster child or stepchild of an Employee or the child of an Employee's domestic partner. For the purposes of this policy, Goodspeed recognizes domestic partnerships between unmarried couples. An Employee's child in any of these categories may be either a minor or an adult.

It is management's responsibility to find coverage for an Employee using sick time.

Paid sick time may be used in quarter (0.25) hour increments and will be paid at the Employee's base rate of pay.

Paid sick time shall not be considered hours worked for purposes of calculating overtime eligibility.

## Article 9 – Other Leaves

### Section 1 - Federal and State Leave Laws

Goodspeed will comply with all state and federal laws regarding leave, including but not limited to the Federal Family and Medical Leave Act (FMLA), the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Connecticut Family and Medical Leave Act (CTFMLA), and leave guaranteed under Connecticut law for crime victims.

In accordance with Goodspeed's policies, an Employee must substitute accrued paid sick leave, and/or vacation for any unpaid leave covered by the FMLA and CTFMLA provided that the Employee will be allowed to retain up to two (2) weeks of accrued but unused paid time off to use while not on such leave.

### Section 2 - Bereavement Leave

Full-time Employees will be granted paid bereavement leave for up to three (3) working days for critical illness or death in the "immediate family" which includes the Employee's spouse, significant other, parent, child, sibling, grandparent, grandchild or any other relative who is a member of the Employee's household. Employees may request time off without pay if they wish to take additional time off or in the event of a critical illness or death of family members not listed above. Employees are eligible for bereavement leave following successful completion of their probationary period. Any requests for such time off should be made directly to the Employee's Supervisor. Paid bereavement leave shall not be considered hours worked for the purpose of calculating overtime eligibility.

### **Section 3 - Election and Ceremony Leave**

If an Employee is scheduled to work on Election Day, they will be given up to two (2) hours of paid time off to go vote if their work schedule conflicts with the voting schedule. Goodspeed will pay up to eight (8) hours a year for a member of a Native Nation to vote in their Tribe's elections and/or participate in their Tribe's ceremonies if their work schedule conflicts with the voting schedule. The Employee must notify their Supervisor of the conflict no later than forty-eight (48) hours before the start of the conflicting call. The Employer will first adjust the call schedule, if possible, to avoid the conflicting call. Paid leave in this Article shall not be considered hours worked for the purpose of calculating overtime eligibility.

### **Section 4 - Jury Duty Leave**

Employees who are regularly scheduled to work more than thirty (30) hours per week will be paid for the first five (5) days of jury service the base rate of pay for the number of hours the Employee would normally have worked on those days. Upon receipt of a Jury Summons, the Employee must notify the Supervisor as soon as possible and provide a copy of the Summons. If the Employee is required to serve Jury Duty for more than (5) days, the Employee may use any available paid time off or take an unpaid leave of absence for the remainder of the service time. The Employer may ask the court to excuse the Employee from jury duty if Goodspeed believes the Employee's absence will create serious operational difficulties.

Employees who are on jury duty leave shall be expected to report to work during their scheduled hours whenever they are released from jury service.

Pay for jury service shall not be considered hours worked for the purpose of calculating overtime eligibility.

### **Section 5 - Personal Leave of Absence**

Employees may request personal leaves of absence which may be approved on a case-by-case basis by the General Manager. Personal leaves of absence may be granted at Employer's sole discretion and only where consistent with Employer's business needs and requirements. Before taking unpaid leave for a personal leave of absence, the Employee must exhaust all other paid leaves available with the exception of sick leave. The Employer will make reasonable efforts to return an Employee on a personal leave of absence to the Employee's original position or to a comparable position. However, an Employee on a personal leave of absence is not guaranteed reinstatement by the Employer. For any unpaid periods of personal leave Employees who are eligible for medical benefits shall be required to pay the full cost of such benefits in the event they want such benefits to continue during the period of the leave.

## **Article 10 – Benefit Contributions**

Employees will receive no more and no less favorable medical and life insurance benefits than those available to other non-union employees with similar employment terms (e.g., seasonal employment length, average hours of work per week, etc.) at Goodspeed.

### **Section 1- Health Insurance**

Goodspeed shall offer full-time annual and full-time Seasonal Employees group health insurance benefits after their initial sixty (60) days of starting employment with the same plan terms, conditions and employee cost contributions applicable to other non-union employees with similar employment terms, as those terms, conditions and cost contributions may be changed by Goodspeed from time to time, provided that Goodspeed shall provide the Union with notice of any such changes in advance. While Goodspeed shall have the right to make changes to plan terms and conditions and employee contributions from one season to the next, Goodspeed shall not make any such changes during a season without providing as much advance notice as it has of the need to make changes to the Union and an opportunity for the Union to comment and suggest changes and/or demand to bargain. Employees who elect coverage will be covered on the first day of the month following sixty (60) days of their hire date. Insurance enrollment forms need to be completed prior to the sixty (60) days eligibility or the Employee will have to wait until the next open enrollment period. Returning Seasonal Employees will be benefit eligible on the first day of the month following return to work for the new season and must complete enrollment forms within thirty (30) days of their start date or will have to wait until the next open enrollment period.

### **Section 2 - Continuation of Health Insurance Coverage**

Full-time Seasonal Employees shall have the option to maintain their health insurance coverage when their employment with Goodspeed ceases in accordance with the terms of the insurance continuation rules required by law. Any Employee who elects to continue their coverage shall be responsible for paying the full monthly cost of such benefits.

Consistent with past practice, Goodspeed shall have the discretion to consider individual Employee requests that Goodspeed contribute its share of premium costs for an employee who has accepted an offer of employment renewal from one season to the next, provided that Goodspeed's decision with respect to any such request shall be discretionary and shall not be subject to the Grievance and Arbitration Procedures contained in this Agreement.

### **Section 3 – Life Insurance**

All full-time Annual and full-time Seasonal Employees will participate in Goodspeed's Twenty-Five Thousand (\$25,000) Group Life and Accidental Death and Dismemberment policy under the same terms applicable to other non-union employees with similar employment terms, as those terms may be changed from time to time by Goodspeed, provided that Goodspeed shall make best efforts to provide the Union with thirty (30) days notice of any such changes .

## **Section 4 – Voluntary Coverage**

Employees will have the option to enroll in any of Goodspeed's voluntary benefit plan which Goodspeed may offer from time to time, provided the Employee pays the full cost of such benefits.

## **Article 11 – Health and Safety**

### **Section 1 – Responsibility**

The Employer will make provisions for the safety and health of all bargaining unit Employees in compliance with applicable laws and regulations.

The Employer shall act promptly whenever bona fide unsafe conditions are brought to its attention by any Employee or Union representative.

An updated safety procedure manual along with applicable hazardous material information sheets shall be available to Employees.

The Employer shall be in compliance with all Federal, State, and Local Laws concerning Health and Safety.

Employees have the right to:

1. To a safe and healthy workplace, without threats, loss of pay or any other reprisals for any action designed to secure such a workplace.
2. To be notified by the Employer of exposure to any toxic substance or any other known safety hazard.
3. To have access in the workplace to the chemical names and Safety Data Sheets (SDS) for such chemicals as well as the SDS of any new chemicals introduced in the workplace.

### **Section 2 – Safety Equipment**

Appropriate safety equipment will be supplied by the Employer without cost to the Production Workers. Such equipment will include, but not be limited to, personal protective equipment, fall protection, first aid kits appropriate to the hazards of the work (including replenishing expired and used supplies) at each work site, personal respirators, flammables containers, and sharps containers. The Employer shall provide any required training within thirty (30) days of employment or first use of equipment.

### **Section 3 – Safe & Sanitary**

The Employer will provide adequate lighting and ventilation in all work areas, including vehicles.

Working conditions will comply with the applicable federal and state OSHA guidelines.

The Employer shall provide clean and sanitary lavatory facilities at work locations.

The Employer shall provide clean eating areas separate from shop areas, free from exposure to toxic materials and residues from those materials.

The Employer shall provide and maintain first-aid equipment and supplies necessary for emergency treatment of minor workplace accidents.

The Employer shall provide proper and ample fire protection and fire exits.

Every effort should be made by the Employer and Employees to preserve the safety of all employees.

Employees should be made aware in advance and given ample time and materials to prepare for possible hazards.

#### Temperature Controls:

Work areas shall be maintained at temperatures not less than 55 degrees Fahrenheit.

Goodspeed shall prioritize monitoring the temperatures in the workplace during summer months. Employees may request modifications to work schedules for any day when temperatures reach or exceed 85 degrees Fahrenheit. Such request shall not be unreasonably denied by the Employer. Requests may be made on behalf of the employees by the Steward(s) or such other Employee as may be selected by the Employees at a work location.

The Employer will take steps to mitigate the high temperatures by having such items as floor fans, cold towels, ice pops and liquids available at no cost for Employees. If Employees indicate that they feel a working condition is unsafe due to temperature they may request a meeting with management to resolve the issue.

#### Section 4 – Safety/Informational Meetings

At least once each week there will be a brief safety and/or informational meeting at the top of all work calls and show calls led by the Department Head or a properly trained Crew Lead.

All calls in the theatres or shops using ladders, lifts, or equipment requiring overhead rigging will be staffed by at least two (2) individuals, one (1) of whom may be a qualified departmental supervisor.

To ensure production safety and response to emergency situations, Goodspeed shall make best efforts to provide reliable communication systems to Crew Leads and appropriate running crew members.

#### Section 5 – Safety Committee

A representative of the bargaining unit, to be chosen by the Union, shall be invited to participate as a member of the Goodspeed existing Safety Committee. The Safety Committee shall meet at least every

other month or as needed. No Employee will suffer discrimination or retaliation as a result of raising safety concerns.

### **Section 6 – Accident Reports**

In the event of an accident resulting in an injury of a bargaining unit Employee the Union will be notified promptly.

### **Section 7 – Backstage and Shop Tours**

The Employer will make best efforts to provide the Stage Supervisor and/or other relevant department heads with at least twenty-four (24) hours' notice of scheduled tours.

### **Section 8 - Workers' Compensation Insurance**

The Employer agrees to provide Workers' Compensation for all workers covered by this Agreement. The Employer must also provide a copy of their current Workers' Compensation Insurance Certificate to the Union upon request.

### **Section 9 – Recording/Surveillance**

The Employer retains the rights to record (e.g., digital video capture, audio capture, etc.) any activities on its properties and distribute the recordings at its discretion for business and/or security purposes. When possible, the Employer shall provide twenty-four (24) hours or more notice to Employees required to work during the recorded activity or who will be recorded. Business purposes do not include surveillance of Employees, and the Employer is prohibited from recording for the purposes of surveillance. Location of cameras placed for security purposes will be disclosed to Employees.

During the Employee's onboarding process, Goodspeed will provide a photo release form for any Employee who may object to the use of their image or likeness including in social media or for any promotional purposes and such wishes shall be honored.

## **Article 12 – Parking and Transportation**

### **Section 1 - Parking**

The Employer will make best efforts to provide safe and secure parking to all Employees covered under this Agreement without charge to the Employee. At the Terris Theater, the Employer shall reserve a limited number of spaces close to the theaters for Employees who are the last to leave work.

### **Section 2 – Personal Vehicles**

If an Employee is assigned to drive for a work-related business and a company vehicle is not available, the Employee may use their personal vehicle. The Employer shall reimburse the Production Worker for actual mileage travelled at current GSA rates, as well as any tolls and parking costs upon presentation of

receipts. The Employee must submit a completed mileage reimbursement form to their supervisor for reimbursement in accordance with the terms of Goodspeed policies.

An Employee's travel to their first work location and travel from their final work location to home shall not be reimbursable mileage.

### **Section 3 – Transportation Protocols**

Provided two (2) weeks' advance notice is given to management, Employees will be provided with safe, reliable and timely transportation to and from the airport or train station up to sixty (60) miles from East Haddam for travel at the beginning and end of their contracts of employment. If an Employee is hired with two (2) weeks or less notice, transportation arrangements from the airport or train to East Haddam shall be made in coordination with the Employee.

## **Article 13 – Discipline and Discharge**

### **Section 1**

Each newly hired Employee shall complete an introductory period of sixty (60) days of employment, which need not be consecutive, during which they may be disciplined or terminated at will. The discipline or termination of an introductory Employee shall not be subject to the Grievance and Arbitration Procedure within this Agreement. Upon successful completion of the introductory period, the Employee shall be subject to discipline or termination in accordance with this Article.

### **Section 2**

Current Employees who have already successfully completed sixty (60) days of employment (which need not be consecutive) will not be dismissed except for just cause.

### **Section 3**

For non-introductory Employees, the Employer has the right to administer disciplinary action ranging from a warning to dismissal for just cause. Depending on the nature, severity of a number and frequency of offenses, a Production Worker may be subject to discipline, including, but not limited to:

- An oral warning in a meeting between the Production Worker and their direct supervisor which will be followed up in writing to the Employee and a designated Union Representative;
- A written warning;
- A formal meeting between the Production Worker, their direct supervisor, and the Human Resources Manager or other appropriate senior staff member; and/or
- Dismissal from employment for just cause.

#### **Section 4**

Goodspeed may choose, instead of or in addition to the discipline listed above, to place an Employee on a written performance improvement plan to address performance shortcomings. The parties recognize the benefit of progressive discipline and agree that a warning or other discipline will normally be appropriate to correct less serious conduct before proceeding to dismissal for just cause. The parties further recognize that progressive discipline must take into account the seriousness of the Employee's conduct.

#### **Section 5**

Any dismissal of an Employee who has completed their sixty (60) day introductory period will be subject to Grievance and Arbitration Procedure within this Agreement. All dismissal notices will be in writing. Copies of dismissal notices will be given to the Employee and the Union.

#### **Section 6**

Whenever an Employee is directed to meet with a supervisor or manager regarding a matter which could result in disciplinary action, the supervisor or manager shall provide the Employee with advance notice of the reason(s) for the meeting and explain that the Employee has a right to have a Union representative present to advise the Employee during the meeting. In exercising their right to have a Union Representative present the Employee may not unreasonably delay the originally scheduled meeting such that in all cases a Union representative shall be available within twenty-four (24) hours of the originally scheduled meeting. The Union representative shall not disrupt the pre-disciplinary meeting, provided that this shall not prohibit the Union representative from asking questions. The parties shall cooperate in good faith to schedule the meeting within a reasonable period of time.

### **Article 14 – Grievance and Arbitration**

#### **Section 1 - Purpose**

The parties agree that this grievance and arbitration procedure will be the sole and exclusive means of adjudicating all such disputes, controversies, or grievances, including any question as to whether any dispute, controversy, or grievance is arbitrable under this Agreement.

A grievance is defined as an alleged violation or 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 shall be resolved whenever possible by informal discussions and without recourse to the formal grievance process. Where necessary, grievances shall be processed according to the following steps:

Step One: A Union Representative shall present the grievance in writing to the General Manager within fifteen (15) calendar days after the Union knew or reasonably should have known of the issue, occurrence or event causing the grievance. A grievance shall state the nature of complaint in detail, the

specific provision(s) of the Agreement alleged to have been violated, and the specific nature of the relief sought. Within fifteen (15) calendar days of receipt of the grievance, the General Manager shall respond to the grievance in writing. If no response is received within fifteen (15) calendar days of the presentation of the grievance, the grievance will be deemed denied and may be advanced to Step Two.

**Step Two:** In the event that a grievance is not resolved at Step One, either party may within thirty (30) calendar days after receiving the Employer's or Union's Step One response, submit the matter to arbitration. Said submission shall be in writing including electronic mail and shall be made to the Employer's General Manager or the Union Representative or their designee.

## **Section 2**

In the event a grievance is submitted to arbitration, the grievant shall file the grievance with the American Arbitration Association and the arbitration shall proceed in accordance with the labor arbitration rules of the American Arbitration Association, except as modified by the terms of this Agreement. The arbitrator shall be authorized to rule and issue a decision and award, in writing, on a dispute presented by the grievance, including the question of arbitrability of such issue. The decision of an award shall be final and binding on both parties in accordance with applicable law. The fees of the arbitrator shall be divided evenly between the Employer and the Union.

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, unless the parties agree otherwise, and a subsequent arbitration on the merits shall be held only if the grievance is found arbitrable.

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

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

The parties right to arbitrate grievances shall be effective only for any dispute or grievance arising from or relating to the interpretation of this Agreement 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 such extension, failure to meet any time limits as set forth in this Article shall constitute a waiver of the grievance.

**Employer Grievances.** Grievances brought on behalf of the Employer may be brought by forwarding a written copy of the grievance and request for a grievance meeting to the Union within fifteen (15) calendar days from the date that the Employer knew or reasonably should have known of the issue, occurrence, or event causing the grievance. The grievance shall state the nature of the complaint in detail, the specific provision(s) of the Agreement to have been violated, and the specific nature of the relief sought. The Employer shall be bound by the additional timelines and requirements set forth in Step Two.

### **Section 3**

No Employee is authorized to commence any arbitration proceeding except as represented by the Union.

### **Section 4**

The time limits in this section may be extended by mutual agreement, in writing, of Employer and the Union.

### **Section 5**

Any grievance not presented or advanced to the next step within the applicable time limit will be considered withdrawn for all purposes.

## **Article 15 – No Strike/No Lockout**

### **Section 1 - No Lockout**

Goodspeed agrees that during the term of this Agreement it will not engage in any lockout of the Employees represented by the Union.

### **Section 2 - No Strikes**

The Union agrees that during the term of the Agreement neither it nor its members will engage or participate in or in any way support any strike, walkout, sit-down, stoppage, slow down or unauthorized cessation of work. The Union agrees not to engage in sympathy strikes unless the International authorizes a lawful strike. In the event of an unauthorized strike or concerted interference with the orderly and efficient operation of the Employer, the Union will promptly and conscientiously endeavor to secure a return of their striking members. An Employee engaging in conduct prohibited by this Article will be subject to immediate discipline, including discharge. The Union will not be liable for any such employee activity, provided it did not authorize the activity.

## **Article 16 – Recording/Streaming Conditions**

In the event a production should be recorded for commercial sale or recorded for another purpose (e.g., for archival purposes) but later used for commercial sale or is streamed after the close of the live performance run, the Employer and the Union shall meet to discuss terms for a one-time fee for that production for all crew involved. No extra fees are required for non-commercial recordings of performances. Non-commercial recordings include, but are not limited to, recordings which are used exclusively for archival purposes, reviewed by Goodspeed staff for training purposes, reviewed and used by other theater companies, for public relations, marketing, fundraising, educational programs, promotion, documentaries, news, and feature programs. Notwithstanding the above, documentaries and feature programs shall not show more than fifteen (15) continuous minutes of any performance.

## **Article 17 – Union Rights and Privileges**

### **Section 1 - Access to the Premises**

The Business Representative or any other duly elected or appointed representative of the Union 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 twenty-four (24) hours advance notice of a visit when practicable. The Business Representative or other representative will not disrupt the Employer's operations.

### **Section 2 - Job Steward**

The Employer agrees to recognize the Job Stewards appointed by the Union as the Employee's on-site representative of the Union. The Union shall notify management of their designation as well as in the event of any changes. All Employees covered by this Agreement will have reasonable access to a Job Steward during work hours, provided such access does not interfere with Employees performance of their job duties. 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 to not 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 scheduled work hours. No Steward will be unlawfully discriminated against because of such protected activity.

Employees may request a leave of absence without pay to attend Union conventions and/or meetings provided that they provide a Supervisor with at least four (4) weeks advance notice. Employees may request to use accumulated vacation time for such absences. The Employer shall not unreasonably deny the requests.

### **Section 3**

The Union has all rights which are specified in the provisions of this Agreement and retains all rights granted by law, except as such rights may be limited by provisions of this Agreement.

### **Section 4 - Bulletin Boards**

Goodspeed will provide a space in or near each theatre and/or break room for a bulletin board designated as the Union bulletin board. The Union shall be responsible for maintaining the bulletin boards. Locations for these spaces include the Opera House callboard, the Terris Theatre callboard, Stillman Shop breakroom, the Costume Shop and the Paint Shop.

## **Article 18 – Education, Training and Meetings**

### **Section 1 - New Technology and Systems**

When technological changes or improvements in stage equipment or machinery (including computer hardware and software) are contemplated the Employer will use reasonable efforts to provide training for the operation and/or maintenance of such equipment for at least those Staff Production Workers who will be responsible for such operation and/or maintenance. The Union may request training for specific Overhire Productions Workers as well, which will not be unreasonably denied. In those instances where the Goodspeed specifically requires such training from individual Employees, it will compensate the Employee for the cost, if any, of the program approved by Employer and for the time involved in course attendance.

### **Section 2 - Professional Development**

Employees may request training and education, including the opportunity to attend conferences. Such training opportunities are subject to the approval of the Employer.

### **Section 3 - Staff Meetings**

Time spent in meetings, trainings, and committees that the Employer requires or invites an Employee to attend will be compensated as time worked but not subject to a minimum call.

### **Section 4 - Labor/Management Meetings**

There shall be a Labor-Management Committee for the purpose of discussing matters of mutual concern arising under this Agreement. The Union shall be represented by a Union Representative plus up to three (3) members from the bargaining unit. Goodspeed shall be represented by up to four (4) management representatives.

The Committee (or designees) will meet at least quarterly unless mutually agreed otherwise. Bargaining unit members of the Committee shall meet on paid time. Upon mutual agreement: (a) additional meetings may be called and (b) other bargaining unit members may be invited to attend a meeting to address a particular topic on paid time. 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 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 resolve and address issues in the workplace. The Labor-Management Committee will not receive or adjudicate grievances.

## **Article 19 – Dues Checkoff**

### **Section 1**

All Employees currently in the bargaining unit and those subsequently hired 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. Upon the presentation of a proper checkoff authorization card executed by an individual Employee, the Employer agrees to deduct the applicable dues or fees from the wages of such Production Worker. The Union will determine the amount of the deduction for the applicable dues or fees and will provide the Employer with fourteen (14) calendar days' advance, written notification of any changes to the amount to be deducted from the Employee's pay. The Employer will forward the deducted dues or fees to the Union on or about the fifteenth day of each month following the month of the deduction.

### **Section 2**

Remittance of dues and fee deductions to the Union will be made by ACH payment or check drawn to the order to the appropriate Local Union (Locals 84, 798 & USA 829). The Union will provide the Goodspeed with any necessary account information to facilitate remittance upon ratification of this Agreement. However, the Employer assumes no responsibility either to any 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 check off provisions contained in this Article.

### **Section 3**

At the same time it makes payment of the dues and fees deduction under Section 2 of this Article, the Employer will furnish to the Union a statement of the names, the last four digits of each employees' Social Security Number, and the gross earnings of the employees on whose account such deductions were made and the amount of the deduction for each such employee. The Union will provide a secure digital method of receiving the report.

## **Article 20 – Union Security**

Any employee who is employed by the Company within the above-described bargaining unit for a cumulative (may be non-consecutive) total of thirty (30) actual working days within one calendar year is required, upon the Union's request, as a condition of continued employment, to meet the financial obligations of Union membership in the appropriate local of the Union or in the IATSE, such amount not to exceed the amount of dues and initiation fees normally required by that local or the IATSE for members.

## **Article 21 - Storage**

### **Section 1**

The Employer will make best efforts to provide space to store Employees' work-related personal belongings while they are at work.

### **Section 2**

Goodspeed shall not require Employees to use their personal tools, equipment and/or expendables in performing the duties of their positions as Goodspeed shall supply such tools, equipment and/or expendables. If an Employee requests to use their own scissors and management approves such use, the Employer agrees to sharpen such scissors annually.

## **Article 22 – Non-Discrimination and Respectful Workplace**

### **Section 1- Non-Discrimination**

The Employer and the Union acknowledge the need to increase diversity in all its forms. The Employer and the Union commit to increase diversity and demonstrate equity and inclusion in their employment practices and membership. The Employer will continue to maintain anti-discrimination and anti-harassment policies applicable to all Employees providing those policies are accessible to all Employees.

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, ethnicity, national origin, ancestry, alienage, citizenship, religion, creed, sex (including pregnancy), gender, gender identity or expression, HIV status, veteran status, military obligations, marital status, status regarding public assistance, physical and/or mental disability, sexual orientation, age, medical condition (including genetic characteristics), Union membership or participation or any other legally protected status. Further, the Employer and the Union will take affirmative steps to ensure that all employment practices are free of such discrimination.

### **Section 2 - Respectful Workplace**

1. 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 the Employer and Employees 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 each other without judging, blaming or shaming.
2. Disrespectful acts, harassment or bullying will be addressed directly and immediately, and shall be referred to the appropriate supervisor or HR department representative.

3. Union Status: Neither the Union nor the Employer shall discriminate against any applicant or Employee on the basis of Union membership or lack thereof, or on the basis of Union activity or lack thereof, other than as lawfully required by the specific terms of this Agreement.

### **Section 3 - Non Retaliation**

Neither the Employer nor the Union will retaliate in any way against any Employee who, in good faith, complains of discrimination or harassment, or who assists another in making such complaints, or who assists in any investigation of such complaints.

### **Section 4 - No Bullying**

Goodspeed commits to a workplace free of bullying. Toward that end, managers, supervisors, and Employees will treat each other in a manner that maintains generally accepted standards of human dignity and courtesy and will not engage in any verbal or nonverbal abusive conduct that is threatening, humiliating, intimidating, or sabotaging. Any criticism of Employees should be constructive and communicated in a manner that is not intended to embarrass or humiliate.

## **Article 23 – Miscellaneous**

### **Section 1 - Volunteerism**

No Employee shall be permitted to give their service performing bargain unit work without compensation at any time, or for any reason, without the permission of the Union. At no time shall interns (paid or unpaid) or volunteers from any source be permitted to displace bargain unit workers. This shall not be interpreted to prevent production workers from volunteering in support of bone fide charities such as Broadway Cares/Equity Fights Aids.

### **Section 2 - Union Emblem**

The Union shall have the right to affix the IATSE stencil or emblem on any theatrical equipment manufactured or constructed specifically for the Employer (at a location where a patron cannot normally view the emblem).

### **Section 3 - Production Support for Outside Events**

When the Employer requires Production Workers to provide support for outside events, such as, but not limited to galas, board meetings, member events there will be a two (2) week notice to the necessary employees so that they may prepare properly.

#### **Section 4 - New Employee Orientation**

Within the first seven (7) days of a new Employee's start date, the Employer shall make new employee(s) available for an orientation period of up to thirty (30) minutes, so that the Union can discuss the benefits under this Agreement and/or Union membership. This may be scheduled as individual or group meetings. The Employer will make reasonable efforts to provide the Union with seven (7) days advance notice of the dates, times and locations of these orientation sessions. A new Employee and, if applicable, a designated union representative, shall suffer no loss of base rate compensation for time spent in the orientation, provided that such time shall not be considered hours worked for the purposes of calculating overtime.

#### **Section 5 - Costume Conditions**

When a production worker is required to wear a provided costume (not including standard black clothing worn backstage), a private and sanitary location for changing into and out of the costume shall be provided.

### **Article 24 – Complete Agreement**

This Agreement sets forth all terms and conditions of employment of Employees covered by the terms of this 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 and incorporated into this Agreement the full and complete terms of their agreements relating to Employee 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 25 – Recall**

#### **Section 1 - Layoff Between Seasons and Seasonal Employment Renewal**

The Employer has the discretion to renew or non-renew the employment of an Employee for the first three (3) full seasons of work. A full season of work under this Article shall require an Employee to complete the offer of employment, provided the total duration of offered work is not less than twenty-six (26) weeks in each season. The decision to non-renew an Employee for any of the first three (3) full seasons of work will be considered a layoff and not discipline or termination and so is not subject to the Grievance and Arbitration Procedures within this Agreement. After the Employee's third consecutive full season of work, if sufficient work exists in their classification during the following season Employees will be renewed for the following season. A non-renewal (other than non-renewal for any of the first three (3) consecutive seasons) for reasons other than lack of work shall be considered a termination subject to Article 13. The rehiring of an Employee who has not completed three (3) consecutive full seasons of work shall be discretionary and so failure to rehire shall be considered a layoff and not discipline or termination.

Each Employee shall retain all time of service earned to date which shall be applied in determining their consecutive full seasons of work as defined herein. No Employee shall lose any time of service as a result of entering into this Agreement.

### **Section 2- Letter of Intent**

For bargaining unit members the Employer shall make best efforts to provide each Employee with a letter of intent confirming whether the Employer expects they will receive an offer of employment for the following season not later than one (1) week after the end of each Employee's seasonal end date but not later than one (1) week after the end of each season, subject to written confirmation once the Employer finally decides upon its workforce needs for the subsequent season. The written confirmation of the offer of employment in the subsequent season will include estimated start and end dates of employment for returning Employees as well as their provisional show assignments if known. Employees will notify the Employer of their intent to accept or decline their employment offer no later than two (2) weeks after being presented with a confirmed offer of employment.

The Employer may request the Employee to start earlier than the date on the Employee's confirmed offer of employment. The Employee is not required to accommodate the Employer's request.

If the Employer adjusts the Employee's start date to be later than the date on their confirmed offer of employment, the Employer will provide thirty (30) days' notice. If the Employer fails to provide such notice, the Employer shall pay the Employee according to their confirmed offer of employment.

### **Section 3 - Evaluations**

The Employer shall give all Employees a written evaluation of their job performance midway through their scheduled seasonal employment. Notice of performance evaluations will be posted in advance with the Employees' weekly schedule. The Employer will use the same performance reviews and procedures for all Employees covered under this Agreement.

## **Article 26 – Housing**

### **Section 1 - Availability and Assignment**

Goodspeed offers a limited amount of Goodspeed-owned housing to non-local production staff who are classified as seasonal or temporary and availability is at Goodspeed's discretion. For the purposes of this Article, a non-local is defined as anyone living outside a forty (40) mile driving radius of East Haddam.

Housing shall be cleaned, prepared, and accessible for an Employee to move in. The Employer shall make best efforts to have housing available for an Employee at least two (2) days prior to the Employee's start date. Employees must vacate their assigned rooms at the end of each season's contract.

Employees understand that they are not charged rent or a fee to live on campus, however housing is tax-reportable compensation according to the IRS. The current taxable value of each housing unit shall be ninety dollars (\$90) per week subject to IRS requirements, and reflected on Employees' weekly paychecks as well as on their annual W-2.

Housing assignments are at Goodspeed's discretion. Goodspeed will make best efforts to prioritize providing housing to eligible Employees who return from season to season unless the Employee notifies Goodspeed that they do not need it. An Employee's housing location is subject to change year to year. Goodspeed shall make best efforts to notify Employees of the availability of housing thirty (30) days prior to the Employee's first day of work, and if so, which housing unit they are assigned no later than fourteen (14) days prior to their first day of work. Employees will not be reassigned or displaced from their assigned housing unit during the production season unless the Employee has been terminated or resigned or unless such reassignment or displacement is due to circumstances beyond Goodspeed's control.

Employees are to comply with Goodspeed's housing rules and expectations that are distributed by Company Management prior to move-in each season. The Employer has the right to change and update the housing rules and expectations provided it gives the Union written notice thirty (30) days prior to implementation. Violation of these rules could result in a removal from housing as well as possible discipline.

## **Section 2 – Housing Description**

Each Employee in Goodspeed housing shall have a furnished private bedroom with at least a mattress, and a dresser, and access to shared bathroom facilities, common space, and cooking facilities within their house. No employee shall be assigned to live in a bedroom without at least one (1) working window. Coin operated laundry facilities are available at various locations across the Goodspeed Campus.

Any requests for housing repairs, maintenance, replacements, etc. may be submitted to Building Services. Requests will be completed in a timely manner, and updates on scheduled repairs, maintenance, replacements, etc. will be communicated. Building Services will use best efforts to provide at least twenty-four (24) hours notice for scheduled repairs, maintenance, replacements, etc. Except in emergency situations notification will be provided as soon as possible to all tenants.

## **Section 3 - Pets**

Animals are not permitted in Goodspeed housing without prior approval from the General Manager. Animal-approved housing is limited and availability of animal-approved housing is at Goodspeed's discretion. Since housing assignments are subject to change year to year, requests for animal-approved housing must be made on a year-to-year basis, even for returning employees. Goodspeed will make best efforts to prioritize providing animal-approved housing to eligible Employees previously assigned such housing who return from season to season, unless the Employee notifies Goodspeed that they do not need it. Also, Goodspeed shall make best efforts to notify Employees of the availability of animal-approved housing thirty (30) days prior to the Employee's first day of work, and if so, which housing unit they are assigned no later than fourteen (14) days prior to their first day of work. Should an

Employee be approved for animal-approved housing, a one-time non-refundable cleaning fee of two hundred dollars (\$200) will be required. Any animals permitted are the full responsibility of the Employee owners, and are subject to the pet policies distributed by Company Management, which may be updated from time to time. The Employer has the right to change and update its pet policies, provided it gives the Union written notice thirty (30) dates prior to implementation. Goodspeed holds no responsibility for the safety of animals in Goodspeed housing.

#### **Section 4 – Fees and Damages**

Upon arrival, Goodspeed will provide each Employee with their house key. There will be a refundable twenty-five (\$25) dollar key deposit upon arrival. The refundable key deposit will be returned to each Employee at the end of their employment upon presentation of the key.

Housing is periodically inspected by Company Management and Building Services staff for damage, maintenance, safety, and compliance. All Employees will be notified at least twenty-four (24) hours prior to housing inspections. Employees will be held responsible for any damage that occurs in their room beyond normal wear-and-tear.

### **Article 27 – Vacation**

#### **Section 1 – Eligibility and Accrual**

Vacation leave shall be available to all full-time Seasonal and full-time Annual Employees covered under this Agreement.

Eligible Employees shall accrue vacation leave based on years of service. Full-time Seasonal Employees vacation leave will be pro-rated based on the Employee's start and end dates as follows:

- Zero to three (3) years of service: Up to ten (10) vacation days per year (.19 days/week worked)
- Three (3) to six (6) years of service: Up to fifteen (15) vacation days per year (.29 days/week worked)
- More than six (6) years of service: Up to twenty (20) vacation days per year (.39 days/week worked)

Accrual shall be made on the Employee's first day of employment. However, for newly hired Employees, vacation leave may not be used until such Employees have completed their initial sixty (60) day probationary period.

Employees' vacation benefit shall be communicated in writing by the Employer at the time of hire or assignment.

Paid vacation time shall not be considered hours worked for the purpose of calculating overtime eligibility.

Holidays occurring during an Employee's scheduled vacation will be paid as such and will not be charged to an Employee as accrued vacation.

## **Section 2 – Requests and Approvals**

Except in cases of emergencies, vacation requests must be submitted at least fourteen (14) calendar days in advance of the proposed leave and must be formally submitted to the Employee's immediate supervisor for written approval. Vacation leave may only be taken with the prior written approval of the Employer and subject to the operational needs of the production.

The Employer shall make reasonable efforts to accommodate vacation requests and shall respond in writing to such requests within seven (7) calendar days of submission.

No more than one (1) Employee per department and no more than two (2) Employees on a show shall be approved for vacation leave during the same period. The Employer shall have the right to make individual exceptions to these limitations in its discretion. All Employees are responsible for tracking their own accrued vacation time.

In the event of conflicting requests for vacation leave outside of blackout periods, priority shall be given to the request received first.

## **Section 3 – Blackout Periods**

Vacation leave may not be taken during the following designated blackout periods:

- Changeovers between productions
- Technical rehearsals and final dress rehearsals
- The period from first performance through press opening of each production
- Strike periods following the final performance
- Any other periods designated by the Employer as production-critical

The Employer shall provide notice of anticipated blackout periods for the upcoming season no later than January 31 of each year, with updates issued as schedules are finalized. The Employer shall have the right to make individual exceptions to the blackout periods for extraordinary circumstances, where proper advanced notice is provided.

The Employer may designate additional "gray-out" periods during which vacation leave is discouraged but not prohibited. Requests for leave during gray-out periods may be granted at the Employer's discretion and shall not be unreasonably denied.

Once a notice of resignation has been submitted by an Employee, such Employee shall not be permitted to request vacation time.

**Section 4 – Forfeiture and Carryover**

Vacation leave should be used in the fiscal year in which it is accrued. Full-time Seasonal Employees shall be paid out for accrued but unused vacation at the end of their engagement, provided they have not been dismissed for just cause or resigned prior to the end of the engagement. Full-time Annual Employees may carry over up to a maximum of ten (10) days but must use such carried over time by March 31 of the following fiscal year. To be eligible for carry over the Full-time Annual Employee must submit a written request to their immediate Supervisor no later than November 1 of the current fiscal year.

**Article 28 – Terms and Conditions**

**Section 1**

Having been ratified by both parties, this Agreement will take effect as of ratification (which occurred on December 22, 2025) and shall continue in full force and effect through December 31, 2028, and from year to year thereafter, unless either party serves written notice to the other not less than sixty (60) days prior to the date of contract termination on December 31<sup>st</sup> in any subsequent year of a desire to modify and/or terminate this Agreement.


**Section 2**

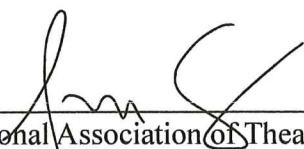
This document constitutes the Agreement arrived at as a result of collective bargaining negotiations between the Employer and the Union. If any term or provision of this Agreement is held by a court or administrative agency to violate any law or regulation, such term or provision shall continue in effect only to the extent permitted by law or regulation, without affecting or impairing any other term or provision of this Agreement. In the event of such a holding, Goodspeed and the Union shall enter into immediate collective bargaining to arrive at a mutually satisfactory replacement provision. During the course of such negotiation, the other terms of this Agreement shall continue in full force and effect.

**Section 3**

The terms of this Agreement shall be binding upon any legal successor to the Employer.

The parties have reached this Agreement as of the 22<sup>nd</sup> day of December, 2025.

  
2.9.2026  
\_\_\_\_\_  
The Goodspeed Opera House Foundation

  
02-06-2026  
\_\_\_\_\_  
International Association of Theatrical  
Stage Employees



Accepted: Employer	Accepted: Union	Accepted: Employee
Sig	Sig	Sig
Print	Print	Print
Date	Date	Date
Phone	Phone	Phone