

COLLECTIVE BARGAINING AGREEMENT

**THE PUBLIC<sup>®</sup>**

New York Shakespeare Festival d/b/a The Public Theater

AND



IATSE

**OFF BROADWAY AGREEMENT OF 2025**

**EFFECTIVE September 1, 2025 through August 31, 2029**

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## **PREAMBLE**

This Agreement by and between New York Shakespeare Festival d/b/a The Public Theater (hereinafter referred to as “Employer” or “The Public”) and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, CLC (hereinafter referred to as “Union” or “IATSE”) shall represent the agreement and rules governing employment for all employees performing covered work as described in Article One.

## **ARTICLE ONE - SCOPE AND RECOGNITION**

- A. The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time, regular part-time, and on-call (commonly referred to as “overhire” staff) production employees, including carpentry (inclusive of lead show carpenters), electricians, audio, video, wardrobe technicians, hair and makeup artists, properties technicians, Scene Shop forepersons (except for any Scene Shop foreperson at the Queens facility), scenic artists, assistant audio supervisors, music managers/audio shop forepersons, assistant lighting supervisors, and assistant video supervisors, employed by the Employer, at the Employer’s locations, subject to the exclusions provided for herein.
- B. The following job classifications shall be specifically excluded from this Agreement and from the Bargaining Unit: Productions Logistics Manager, Technical Director, Assistant Technical Director, Deck Supervisor, Charge Artists, Scene Shop Manager, Costume Director, Associate Costume Director, Assistant Costume Manager, Draper, First Hand, Logistics staff and Logistics overhire, Audio Supervisor, Associate Audio Supervisor, Audio Office Administrator, Props Supervisor, Associate Props Supervisor, Lighting Supervisor, Associate Lighting Supervisor, Video Supervisor, Associate Video Supervisor, and Costume employees.
- C. The following locations, spaces, and productions of the Employer shall be specifically excluded from the Agreement and from the coverage of the Bargaining Unit:
  - 1. Joe’s Pub (except when employees within Section A above perform production work on behalf of the Employer within Joe’s Pub);
  - 2. The Library restaurant;
  - 3. The Queens, New York production and shop facilities at 16-40 Summerfield St., 16-38 Summerfield St., and 16-45 Decatur St., Ridgewood, NY 11385, except to the extent that covered employees in Section A above shall remain included in the Bargaining Unit at all times while performing work within their job classification.
  - 4. At the Shiva Space, spaces at 440 Lafayette, all “four wall rental” spaces, and all independent productions where the Employer is not the producer of record of such productions or the employer of the personnel, and the Employer’s personnel listed in Section A above are not engaged in production events;
  - 5. All Auxiliary events (by way of example only, memorials, book launches, reading and developments) which do not require any employees within Section A to perform production work on behalf of the Employer.), in any theater or common space within 425 and/or 440 Lafayette or any space leased by The Public.

D. The Union and Employer recognize the jurisdiction of the below local unions (each, a “Local”) for the purpose of the Agreement with the following definitions as included within the bargaining unit:

1. Local One (Stagehands): Local One jurisdiction shall extend to carpentry, electrical, audio, video, property, and other theatrical related work (including but not limited to control consoles, lighting board operations, special effects, pyrotechnics, projection, and pipe and drape) as limited herein, in performance spaces at The Public facilities (except as excluded in Section C above) in connection with theatrical-type productions and theatrical work connected to said productions/events, including but not limited to “loading in” and “loading out,” handling, installation, operation, assembling, and dismantling of any and all theatrical equipment. This jurisdictional definition in Subsection 1 is subject to all exclusions set forth in Section B and C above.
2. Local 764 (Wardrobe): Local 764 jurisdiction shall extend to costumes, wardrobe, daywork and other related work recognized as traditionally falling within the jurisdiction of Local 764, as limited herein. This work shall be for “Loading In” and “Packing Out” of the show, handling, hanging, sewing, shopping, fabric artistry (including, but not limited to, aging, dying, fabric painting), millinery, finishing, beading, feathering, pressing, dressing, laundry, hand laundry, spot cleaning and related work covered herein , including rehearsal, publicity, maintenance and performances where wardrobe or costumes are used. Except as may be otherwise set forth in this Subsection 2, all current practices regarding costumes in rehearsal, tech and previews shall be maintained during the term of this Agreement. This jurisdictional definition in Subsection 2 is subject to all exclusions as set forth in B and C above.
3. Local 798 (Make-Up Artists and Hair Stylists): Local 798 jurisdiction shall extend to wig, hair and makeup work, including work traditionally falling within the jurisdiction of Local 798, including make-up or hair that cannot be done by actor(s) themselves solely due to the necessary skills involved in the work. This jurisdictional definition in Subsection 3 is subject to all exclusions set forth in Section B and C above.
4. Local USA829 (Scenic Artists): Local USA829 jurisdiction shall extend to production-related prep work, sampling of techniques, sculpting and application of scenic treatments done on all types of theatrical, motion picture, commercial, or television scenery, properties and costumes, including but not limited to the application and removal of production-related graphics, texture, decorative materials and papers, and dyeing when applied by any means which shall be recognized as falling within the jurisdiction of USA 829. Except as may be otherwise set forth in this Subsection 4, all current practices regarding Scenic Artists’ work on properties and costumes shall be maintained during the term of this Agreement. This jurisdictional definition in Subsection 4 is subject to all exclusions set forth in Section B and C above.

## **ARTICLE TWO - UNION SECURITY**

All Bargaining Unit Employees shall, as a condition of employment, be members of the Union not later than thirty (30) days following the Employees first (1st) date of service, or, within the Union’s timeframe, be an individual in good standing with the Union, and all such Employees, upon being or becoming members of the Union as aforesaid, shall be required, as a condition of continued employment, to maintain such membership in good standing during the life hereof.

The Union will defend, indemnify, and save harmless the Employer against and from any and all claims, demands, liabilities, and disputes, including reasonable attorney fees and costs, arising out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with this Article.

### **ARTICLE THREE - GRIEVANCE AND ARBITRATION**

In the event of any difference, dispute, grievance, or controversy involving the application or interpretation of any of the terms of this Agreement, the Union Steward or Local representative (as applicable) and the Employer shall attempt to resolve same informally before filing any grievance. To the extent an informal resolution is not reached, the procedures below shall apply:

- A. The International Union or Employer may file a grievance, which shall be set down in writing. Thereafter, the parties shall attempt to resolve the dispute in a meeting with the IATSE International President or their designees, the relevant IATSE local or their designees on the one hand and the Employer or its designee on the other. Any claim not reduced to writing and submitted to the other party within sixty (60) calendar days following the incident giving rise to the grievance/claim or within ninety (90) calendar days after the aggrieved party had a reasonable opportunity to become aware of the incident, whichever is later, but in no event more than six (6) months after the incident giving rise to the grievance occurred shall be deemed to be waived.
- B. If the matter is not resolved pursuant to Section A of this Article, either party shall have the right to refer the matter to final and binding arbitration in accordance with the terms of this Article, with each side to share equally the fees of the arbitration and otherwise to bear its own expenses.
- C. If a grievance is brought to arbitration after the exhaustion of the efforts required by Section A of this Article, there shall be a panel of three (3) arbitrators designated to hear and determine such grievance. The three (3) arbitrators are Timothy Taylor, Ralph Berger, and Lisa Charles. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The panel of arbitrators will be contacted and the arbitrator who has the first available date shall be selected. The arbitrators will serve on a rotational basis pursuant to Section E below.
- D. The arbitrators shall serve for the duration of the Agreement unless the Employer or the Union requests in writing to the other party, the termination of an arbitrator's duties. In such event, or in the event an arbitrator should resign or for other reason be unable to perform arbitrator's duties, one or more successors shall be chosen by mutual agreement of the parties herein or, upon failure of such agreement, an arbitrator shall be selected on a case-by-case basis pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- E. A single arbitrator shall serve on each case and shall be selected on a rotational basis. A party who wishes to proceed to arbitration shall contact the arbitrator next in the rotation to determine whether they have a date available in the next sixty (60) days. The non-moving party shall be copied on any such correspondence to the arbitrator. If the arbitrator does not have a date within sixty (60) days, the moving party shall contact the next arbitrator in the rotation and shall continue in order until an arbitrator can be selected. The non-moving party shall be copied on any such correspondence to the arbitrator. If none of the board of arbitrators has a date within the sixty (60) day window, the arbitrator with the earliest available date shall be selected.

F. If none of the arbitrators in Section C above is available within sixty (60) days, then the International Union and the Employer may agree to request a panel of arbitrators from the American Arbitration Association pursuant to the Voluntary Labor Arbitration Rules or the parties may mutually agree to a private arbitrator to hear the dispute. In such case, the arbitrator shall act pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

#### **ARTICLE FOUR – NON-DISCRIMINATION/RESPECTFUL WORKPLACE**

Each individual has the right to work in a professional environment that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. In support of these rights, all employees covered by this Agreement are required to complete a training upon hire and subsequently on an annual basis, as scheduled by the Human Resources department, to refresh their understanding of and compliance with this workplace regulation. Any time spent completing training as described above shall be compensated at the employee's regular hourly rate pursuant to this Agreement.

The Public maintains its non-discrimination/respectful workplace policy in its Employee Handbook, as amended from time to time, which shall apply to all employees covered by this Agreement.

Any disputes respecting the application of this Article, or any claims of discrimination, harassment, or retaliation, shall be subject to the Grievance and Arbitration procedure in this Agreement. This Article shall not abrogate any right or remedy an individual has pursuant to applicable law.

#### **Retaliation is Prohibited**

For purposes of this Article, retaliation includes any action that seeks to discourage an individual from making a formal complaint or supporting a claim of discrimination or harassment, or that punishes those who have come forward. Such retaliation is unlawful under federal, state, and, where applicable, local law. Adverse action need not be job-related or occur on The Public's premises to constitute unlawful retaliation.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this Agreement and The Public's policies, as amended from time to time, and, like harassment or discrimination itself, will be subject to appropriate disciplinary action, up to and including immediate termination. Any individual who believes they have been subject to such retaliation in accordance with the procedure set forth in the applicable policy in the Employee Handbook, as amended from time to time, and is encouraged to report such retaliation to The Public.

#### **ARTICLE FIVE – SAFETY**

The Public is committed to providing a safe work environment for all its workers through the various departments encompassing production and operations at all venues and facilities under its control. The departments use a combination of policies, procedures, committees, and training to help keep employees safe while continuing to evaluate our practices to ensure we are staying up to date with national entertainment safety standards. Safety management in the departments is the responsibility of the Public, as advised by the Safety Committee. Each department has different responsibilities to address safety

concerns and strategically contains workers from different levels of the organization to gain a larger perspective of issues. The Safety Committee shall be comprised of members of the bargaining unit, union officials, and personnel, as determined by The Public, representing each of the departments.

The departments have specific safety policies for all types of work in theatrical production. The safety program includes polices regarding the use of Aerial Work Platforms, Fall Protection, Scaffolds, Hoisting, Moving and loading heavy equipment, Hard hats, Hot work, Dry Ice, Theatrical Weapons, and Atmospherics. The Safety Committee may send recommendations to the Policy Team to make changes to any policy. The Policy Team is ultimately responsible for updating, researching, deciding on, and implementing safety policies.

In addition, The Public maintains an organization-wide Weather Response Plan—most recently dated January 19, 2024 (as may be amended from time to time) that is implemented by the Operations Department and governs all work outdoors, including performances and work calls, and indoors to the extent the provisions apply. The Weather Response plan encompasses policies that govern work with regard to the Air Quality, Heat, Wind, Lightning, and major weather events, among others.

All parties acknowledge that safety is a top priority, and everyone must play their part. Nothing in this Article prevents the Joint Labor Management Committee from discussing safety issues and making recommendations regarding same.

#### **ARTICLE SIX - JOINT LABOR MANAGEMENT COMMITTEE**

A committee shall be formed consisting of no more than a representative from the International Union and a representative of each Local union and designated Employer representatives based upon the topics to be discussed as agreed upon by the Parties. Prior to any such meeting, the Senior Director of Human Resources shall collaborate with the International Union to establish an agenda. The purpose of this committee is to study and make recommendations regarding the implementation of the initial collective bargaining agreement, and to discuss and address working conditions during the Term of the Agreement, including health and safety issues, opportunities for initial employment and career advancement in the theatrical industry aligned with the Employer’s Cultural Transformation goals, and other topics within the jurisdiction of the Union. Such committee shall meet no less frequently than every six months.

This committee is not empowered to amend, abrogate, delete, or otherwise modify the Parties’ respective rights as set forth in this Agreement absent the Parties’ mutual written agreement.

#### **ARTICLE SEVEN – MINIMUM CONDITIONS**

All wages, benefits, hours and working conditions set forth in this Agreement are minimum conditions only. For example, upon artist request or in the event of a unique artistic need respecting work performed, the Parties may agree on wages that exceed those set forth in this Agreement on a non-precedential basis. Any Employee enjoying better conditions in wages, benefits, hours and working conditions will not have their wages, benefits, hours and working conditions reduced in any way as a result of this Agreement. Nothing in this Article shall interfere with Employer’s rights.

**ARTICLE EIGHT – HOLIDAYS**

The following shall be recognized holidays: New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, , Indigenous Peoples Day, Thanksgiving Day, and Christmas Day.

**ARTICLE NINE – WORK WEEK AND PAY PERIOD**

The work week shall start at 12:01am on Monday and End at 11:59pm Sunday. The work week shall consist of six (6) out of seven (7) days from Monday through Sunday for employees covered by this Agreement pursuant to Article One.

All covered employees shall be paid no later than the Thursday following the end of the work week, unless the Thursday falls on a holiday, in which case, covered employees will be paid on the immediately preceding Wednesday or the immediately following Friday, in accordance with the payroll provider’s schedule.

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**ARTICLE TEN - WAGES AND BENEFITS**

**A. WAGES**

See Appendix A for wage chart.

All wages shall be paid in the current increment utilized by the Employer as of the Effective Date of this Agreement.

**B. BENEFITS**

- The Employer agrees to contribute the following benefits on behalf of employees covered under this Agreement in the total amount of fifteen percent (15%) of gross payroll in Year One, sixteen percent (16%) of gross payroll in Year Two, seventeen and one-half percent (17.5%) percent of gross payroll in Year Three, and nineteen percent (19%) of gross payroll in Year Four. These total amounts shall be distributed among health, retirement, vacation and training funds (collectively, the “Funds” and each, a “Fund”) for each Local as follows:

Local	Plan	Year One 15%	Year Two 16%	Year Three 17.5%	Year Four 19%
Local One	Local One Health and Welfare Fund	10%	10%	10.5%	11%
	Local One Pension Fund	5%	5%	5%	5%
	Local One Annuity Fund		1%	2%	3%
Local 764	IATSE National Health & Welfare Fund Plan C	12%	12%	12.5%	12.5%
	Local 764 Annuity Fund	3%	4%	5%	0.5%
	Local 764 Pension Fund				6%
Local 798	IATSE National Health & Welfare Fund Plan C	13%	13%	13.5%	13.5%
	IATSE Annuity Fund	1%	1.5%	2%	2.5%
	Local 798 Pension Fund	1%	1.5%	2%	3%
USA829	IATSE National Health & Welfare Fund Plan C	13%	10%	10%	11%
	IATSE Annuity Fund	2%	2%	2%	2%
	USA829 Pension Fund		4%	5.5%	6%

- All contributions together with a completed payroll remittance report must be received by the respective Fund no later than the 15th day of the month following the month in which the work was performed.

3. For covered employees who elect to participate in a Local's 401(k) plan, the Employer shall make deductions from the employee's wages and remit such voluntary deferrals to the applicable 401(k) plan.
4. The Union and the Employer agree that in order to effectuate the contributions to the Funds set forth in this Article of this Agreement, the Employer agrees to be bound by the agreement and declaration of each respective Fund, to the extent applicable, as amended.

#### **ARTICLE ELEVEN - OVERTIME/PREMIUM TIME**

- A. Time-and-one-half (1.5x) the hourly rate shall be paid for all hours worked over ten (10) hours in one day.
- B. Time-and-one-half (1.5x) of the hourly rate shall be paid for all work over forty (40) straight time hours in one week.
- C. Time-and-one-half (1.5x) of the hourly rate shall be paid for all work performed between Midnight and 8:00 AM.
- D. Employees who work over twelve (12) hours in one day, inclusive of meal breaks, or until or after midnight will be reimbursed up to forty dollars (\$40.00) for cab rides. The Employer may require shared rides.
- E. All non-performance/tech and preview rehearsal calls on Sunday, after the official freeze of a production (*i.e.*, the time at which no more modifications are made prior to opening public performances), shall be paid at time-and-one-half (1.5x) the applicable hourly rate. For example, and for the avoidance of doubt, the time-and-one-half (1.5x) rate applicable on any Sunday shall be paid during load-ins, load-outs, or any similar work prior to actors appearing on stage for a public audience.
- F. All Scenic Artist calls that commence after an evening rehearsal or performance shall be paid at time-and-one-half (1.5x) the hourly rate.
- G. Once an overtime condition has been reached, it will remain in effect until the employee receives a turnaround break as described in Article Thirteen, Section F below.
- H. Employees who are performing work that requires wearing a harness or working in a Mobile Elevated Work Platform ("MEWP") shall be paid an additional premium of \$1.50 per hour for a minimum of one (1) hour or actual time worked in a harness or in a MEWP, whichever is greater. This shall not include work from an elevated work platform that is not capable of being moved while at height (e.g. work on a "manlift" or "genie").
- I. The Employee who is designated as the trained rescue personnel for workers at height shall be paid an additional premium of \$1.50 per hour, regardless of hourly or salary status.
- J. Employees who are operating a forklift shall be paid an additional premium of \$1.50 per hour for a minimum of one (1) hour or actual time operating a forklift, whichever is greater.

- K. For employees working on a performance, all work performed on the dark day (regular day off) shall be paid at time-and-one-half (1.5x) of the hourly rate. All hours worked on a dark day for a Public Forum program shall be at the employee's straight time rate.
- L. Employees required to hold a pyro license or a Fire Department of New York Certificate shall be paid an additional \$10.00 per performance or rehearsal.
- M. Employees working on a recognized holiday shall be paid at time and one half of the hourly rate for hours worked on such recognized holiday. All work on holidays is credited towards an employee's weekly work hours.
- N. There shall be no stacking or pyramiding of any overtime or premium pay.

## **ARTICLE TWELVE - SICK LEAVE**

Employees will earn sick leave in accordance with New York State Paid Sick Leave law and New York City Earned Safe and Sick Time Act.

## **ARTICLE THIRTEEN - GENERAL CONDITIONS**

- A. **Department Heads and Assistant Heads** – The first person called for any work in a department shall be the Department Head. Should a Department Head not be available due to other work requirements or other unavailability, the first person called shall be an Assistant Department Head. When the Department Head is absent for five (5) days or longer, an Assistant Department Head shall fill in for the Department Head at the Department Head Rate.
- B. **Minimum Call:** The minimum daily call for all calls shall be four (4) hours.
- C. **Performance Call:** Performance calls shall be a minimum four (4) hour call beginning up to 90 minutes prior to the advertised curtain time and shall include up to three (3) hours of performance time. Performance calls in excess of six (6) hours shall be paid at the rate of time-and-one-half (1.5x) the employee's regular hourly rate.
- D. **Continuity calls:** Up to two hours of pre- or post-show continuity calls (in total) shall be allowed, to be paid at the employee's regular hourly rate. Pre-show continuity calls shall begin immediately prior to the performance call. Post-show continuity calls shall begin at the conclusion of normal post show duties. All continuity hours shall be paid at the employee's regular hourly rate, unless an employee is entitled to overtime for such hours, in which case the overtime rate is paid.
- E. **Breaks:** Employees shall receive a fifteen (15) minute break for every two hours of work, excluding performance calls. During rehearsals, employees may be broken in accordance with the actors break schedule, but no less than a 5-minute break every 55 minutes of rehearsal and a 10-minute break for every 80 minutes of rehearsal. Employer shall provide coffee/beverages and snacks during the first break of the day. Water shall be made available for all breaks.
- F. **Turnaround:** There shall be a ten (10) hour rest period between calls on successive days. In the event the employee does not receive the rest time between calls, the employee shall be paid at double the applicable hourly rate until the employee receives the appropriate turnaround time.

G. **Meal Breaks and Penalties:** If a call exceeds five (5) hours, the Employer shall provide either a one (1) hour unpaid meal period, or if the Employer provides a meal, a one-half (1/2) hour paid meal period. The meal period whether paid or unpaid must begin no earlier than the end of the third hour and not later than the end of the fifth hour from the employees call time. If a timely meal period is not given, then the employees will receive, in addition to their prevailing rate, one (1) hour of their applicable basic hourly rate until such time as a meal period is provided. For a provided meal, the meal period will commence when food is provided. A provided meal shall be nutritious, and consideration shall be given for dietary restrictions and needs.

H. **Cancellation:**

1. If a call is canceled, either by the Employer or as a result of a government mandated closure, twenty-four (24) hours or more notice of cancellation is required, or employees will be paid the minimum call at applicable rates.
2. If a call is cancelled, either by the Employer or as a result of a government mandated closure, with less than forty-eight (48) hours of notice, but more than twenty-four hours' notice, employees will be paid for half of the minimum call at applicable rates.
3. Call times must be provided to employees not later than 10pm (for show crew) or 7pm (for non-show crew) the day before a call. Call times changed after 5pm will incur a one (1) hour penalty for each employee called.

I. **Right of First Refusal:** The Employer will initially consider for work those who were employed in the bargaining unit at the time of the representation election.

J. **Secure Storage:** The Employer shall provide safe and secure facilities for storage of Employees' belongings while they are working.

K. **Costume Fee:** Employees required to wear costumes during a performance shall receive an additional \$35.00 per performance week. This shall not apply to any Employee asked to wear personal "black clothing." For the avoidance of doubt, adding an element or prop like an apron or a hat to street clothes or black clothing shall not be deemed a costume.

**ARTICLE FOURTEEN – WARDROBE EMPLOYEES**

A. No reduction in the number of dressers shall be permitted after the official opening of each production unless there has been sufficient reduction in wardrobe to permit same.

B. **Kit Fee:** Any equipment requested by the Employer and supplied by employees, such as sewing machines, irons, steamers, ironing boards and sewing supplies will be paid for by the Employer at the minimum rate of \$50.00 per week, with the employee being able to submit for reimbursement receipts for items that exceed the kit fee.

C. **Show Notes:** Any employees who are requested to write show notes outside of paid compensation time will be paid a fee, equivalent to two (2) hours at the straight time hourly rate. This fee will not apply towards any daily or weekly overtime.

- D. **Wardrobe Removal:** The Wardrobe Head shall be notified in advance when wardrobe is to be removed from the theater for any purpose. Wardrobe employees shall accompany all wardrobe removed from the theater for any reason whatsoever, from the time of removal until the return of wardrobe to the theater. The foregoing shall not apply to wardrobe removed from the theater for washing, cleaning or repairing. If a Wardrobe Employee is required to take the wardrobe with them after the performance at night, they will be paid an additional two (2) hours at the straight time hourly rate and taxi fare for transportation shall also be provided. This fee will not apply toward any daily or weekly overtime.
- E. The Employer agrees to use best efforts to provide a suitable wardrobe room with means of proper ventilation as well as sanitary conditions and proper means of safeguarding personal clothing, and also to insure against fire and theft, at the Employers expense, of sewing and other equipment furnished by the Employee.

#### **ARTICLE FIFTEEN – HAIR STYLISTS AND MAKE UP ARTISTS**

- A. The Public shall designate the manager(s) to whom the Hairstylists and Make up Artists shall report. The Head Hairstylists and/or Head Make up Artists shall have the autonomy to work directly with management to make recommendations on the following:
1. Necessary staffing.
  2. Scheduling of HMU crew for required calls, including swings.
  3. Estimating costs for show necessities.
  4. Ordering of equipment and expendables with management approval.
  5. Reporting of HMU crew hours worked weekly.
  6. Liaising with designers and directing the work to the most qualified HMU crew members
- B. No reduction in the number of Hair Stylists and/or Makeup Artists shall be permitted after the official opening of each production unless there has been sufficient reduction in Hair Styling and/or Makeup Artistry to permit same.
- C. **Kit Fee:** Any equipment or expendables the Employer requests the employee to provide shall incur a minimum payment of \$40.00 per performance or rehearsal with the employee being able to submit for reimbursement receipts for items that exceed the kit fee.
- D. **Show Notes:** Any employees who are requested to write show notes outside of paid compensation time will be paid a fee, equivalent to two (2) hours at the straight time hourly rate. This fee will not apply towards any daily or weekly overtime.
- E. **Hair/Wig and Makeup Removal:**
1. The Hair and/or Makeup Head shall be notified in advance when Hair/Wigs and/or Makeup are to be removed from the theater for special purposes/events. Hair and/or Makeup employees shall accompany all Hair/Wigs and/or Makeup removed from the theater for a special reason whatsoever, from the time of removal until the return of Hair/Wigs and/or Makeup to the theater. The foregoing shall not apply to Hair/Wigs and/or Makeup removed from the Theater for washing, cleaning or repairing.

2. If a Hair/Wig and/or Makeup Employee is required to take the Hair/Wig and/or Makeup with them after the performance at night, they will be paid an additional fee of two (2) hours at the straight time hourly rate and taxi fare for transportation shall also be provided (for example but not limited to: an early morning news show or late night talk show). This fee shall be excluded from any daily or weekly overtime.

F. **Safety of the HMU space and crew members:** The Employer agrees to use best efforts to provide a suitable Hair/Wig and Makeup room with means of proper ventilation as well as sanitary conditions and proper means of safeguarding personal clothing, and also to insure against fire and theft, at the Employers expense, of Hair/Wig and/or Makeup and other equipment furnished by the Employee. The Employer shall, on or before January 1, 2026, provide large mirrors in the Newman dressing room space and adjustable-height chairs in all spaces used for hair and/or makeup.

## **ARTICLE SIXTEEN - VOLUNTARY POLITICAL CONTRIBUTIONS**

This Article shall apply to those Employees who have authorized the Employer in writing to deduct from their paychecks the following amounts as political contributions. The Employer agrees to deduct from each Employee's paycheck on a monthly basis an amount equal to .15% (.0015) of the Employee's gross wages and remit that amount to the Political Action Committee of the Internation Alliance of Theatrical Stage Employees ("IATSE PAC") within ten (10) calendar days of each deduction. IATSE PAC contributions will be remitted via check, or, where possible, may be sent via ACH or EFT. Along with the IATSE PAC contributions transfer, the Employer will provide the IATSE PAC with the following information: the Employee's full name, address, Local number, title/occupation, and the amount and date of the Employee's deduction. This information should be sent via an ASCII file (.txt or .csv) to the PAC's secure FTP site. The Union agrees to reimburse the Employer for the costs of the payroll deduction and will indemnify and hold Employer harmless from any and all liability arising from such deductions.

## **ARTICLE SEVENTEEN - CAPTURE AND BROADCAST OF THE PRODUCTION**

The following terms and conditions shall apply when the employer or any third party shall capture, broadcast, exhibit, distribute or otherwise disseminate by any means whatsoever, whether live or recorded, any visual image or sound of a rehearsal in the theater, performance or any other part of the Production. The following applies only when the activity is under the direct control of the Employer.

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

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

A. **Provisions for the use of Captured Material for Publicity and Promotion:** Captured Material for publicity and promotion includes but is not limited to – publicity, marketing, public relations,

fundraising, audience development, education, transfers, prize, award, and festival applications, and/or civic, state, or national promotion.

1. No more than fifteen (15) cumulative minutes of edited performance captured by the Employer or a third party shall be used. The edited footage/material may depict an entire scene or musical number.
2. In no event may the Employer serialize the Production on one or multiple distribution points and/or delivery platforms without negotiating terms with the Union prior to such use.
3. Usage is permitted on websites of the Employer (including third-party hosting sites); not-for-profit arts and tourism-related agencies of the city, county, state and intra- and inter-state region in which Employer is located; local Rotary, Chamber of Commerce, and local not-for-profit “booster” organizations; media web sites; arts calendar web sites (such as Playbill.com); third-party promotional and ticketing services (e.g. Theatermania.com, Ticketmaster, WebTix.com); and not-for-profit arts service and arts promotion organizations (e.g. Theatre Communications Group, Americans for the Arts).
4. Captured Material used for promotion and publicity may be delivered through the following platforms, including, but not limited to: broadcast and cable television, internet, social media platforms, mobile technology (including, but not limited to, cell phones), sales kiosks, podcasts, wallpaper, and video e-blasts. Employers may also use and provide materials captured hereunder to other substantially similar delivery platforms that are currently available or as they may evolve.
5. The Union and the Employer may obtain and use footage from any production (including closed productions), for the purpose of promoting and branding the Employer, the Union and the industry, provided the Union and the Employer secure in writing all necessary permissions and pay any applicable fees for use of such material (if any), and credits are listed for the Employer, Union and the Production.

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

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

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

1. The Employer will make best efforts for the stream to be hosted on a website capable of single, non-transferable viewing;
2. Exhibition on paid streaming services that regularly offer access to recorded programming (e.g., Netflix, Hulu, HBO Max, Disney+, AppleTV+, CBS All Access, Peacock, Broadway HD, etc.) is strictly prohibited;
3. The views per week may not exceed 200% of the archived production's seating capacity for eight performances, except that for theaters with 350 seats or fewer, the views per week may not exceed 300% of the archived production's seating capacity for eight performances;
4. The Employer shall pay each Crew member called when the capture was made for a fee of no less than
  1. \$150 for each week of archive streaming offered free to consumers and
  2. \$300 for each week of archive streaming paid by consumers;
5. All payments will be subject to fringe benefits as per Article 10.
6. The Union may request all data and reports related to the archive streaming;
7. The Employer will notify the Union if the terms of this Article are used for a production and must submit a list of all Employees called at the time of the original Archival Recording.
8. The Employer will make best efforts to pursue the removal and/or cessation of any unauthorized distribution of the Recording perpetuated by a third party.

D. The Employer shall notify the Union when Captured Material is used under this provision. Good faith effort shall be made by the Employer's production team to capture and incorporate the visual/creative concepts, atmosphere, and timing of the live stage production being recorded without alteration.

E. The payments listed in this Section will be in addition to pay for all time worked, which must be paid as per the terms and conditions of this Agreement.

**F. Archival Recordings:**

1. For archival purposes of the Employer, or other official library theatrical archive, Employer shall have the right to make a film, videotape, or other visual record of the final dress rehearsal or of performances. Such record shall be labeled "for archival use only." Employer shall notify the Union in advance and in writing, prior to any such filming or taping.
2. No payment shall be due to the Stage Crew in such an event, unless specific crew member or members are directed by the Employer or third party to provide services in addition to their regular show crew duties (show crew duties shall include, but are not limited to providing sound feeds thru the console, additional comms and/or adjustments to any elements of the show). No additional call shall be required unless the Employer determines such additional call is necessary.
3. Furthermore, should any additional crew be required to work such a capture, they shall be employed under the terms of this Agreement.

**G. Non-Broadcast:**

1. The Employer may use Captured Material of an entire performance for the following non-Broadcast uses: to submit to private or public grant-making institutions, to apply for prizes or awards, or to fulfill festival application requirements. The Employer may make a reproduction of

the Production for the above purpose(s). Any such reproduction made under this Subsection shall be encoded with warnings at regular fifteen-minute intervals that state the following: THIS FOOTAGE IS FOR GRANT REQUEST, PRIZE AWARD, FESTIVAL APPLICATIONS, OR PROMOTIONAL PURPOSES ONLY AND MAY NOT BE SCREENED FOR ANY OTHER PURPOSE. UNDER NO CIRCUMSTANCES MAY THIS FOOTAGE BE DUPLICATED.

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

**H. Broadcast or Distribution of an Entire Production or a Section Material Over Fifteen (15) Minutes:**

1. The Employer shall notify the Union in advance and in writing, prior to any capture, recording or broadcast of the Production.
2. Without making the applicable payments as described herein, Employer shall not have the right to assign, lease, sell, license or otherwise use, directly or indirectly, any use of the captured material for use in motion pictures, Cinecast, digital video disc (DVD), television, video on demand (VOD),

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

3. For broadcast of a partial production (more than fifteen minutes but less than the entire production), one week's regular salary for each employee working on the capture.
4. For the Capture of an entire production, and all distribution of that Capture for which Employer has assigned their rights to a third party, all employees working on the capture will be paid one week's regular salary as a full buyout for such use and future uses. The Union shall be notified prior to any capture and/or release under this provision. The payments listed in this Section will be in addition to pay for all time worked, which must be paid as per the terms and conditions of this Agreement.
5. If crew members are directed by the Employer or third party to provide services in addition to their regular show crew duties, including but not limited to providing sound fees thru the console, additional comms and/or adjustments to any elements of the show, they shall be employed under the terms of this Agreement.
6. For the avoidance of doubt, any capture produced by WNET and/or PBS for including in the Theatre Close Up series, shall not be subject to the terms above but shall continue to be controlled pursuant to the agreements, terms and conditions currently utilized in the Off-Broadway industry.

#### **I. Documentary Use and Compensation**

1. The Producer shall have the right to create, or authorize a third party to create, a documentary that includes footage of rehearsals and/or performances, provided that the total combined duration of such rehearsal and performance footage does not exceed twenty one (21) minutes. For the avoidance of doubt, non-performance footage involving IATSE members (including but not limited to interviews) shall not be counted toward the twenty one (21) minute limitation.
  2. In consideration of such use, the Producer shall pay each IATSE member who worked on the performance a one-time fee of two hundred dollars (\$200) for the initial theatrical release of up to two (2) years for usage in film festivals and platforms controlled by Public Theater and others.
  3. In the event of any commercial sale or exploitation of the documentary, including but not limited to distribution via streaming platforms, each IATSE member who worked on the performance shall receive a one-time additional payment of one hundred dollars (\$100).
- J. The Union and the Employer share a strong mutual interest in preventing any unauthorized reproduction of the original stage production, or any unlawful use of Captured Materials, and the Employer and the Union have taken and will continue to take appropriate action to advance that interest.

#### **ARTICLE EIGHTEEN – DUES CHECK OFF**

Upon receipt of written authorization from the Employee in accordance with Section 302 of the Labor-Management Relations Act of 1947, as amended, the Employer shall deduct from each payment made to Employee(s) the amount of administrative dues and such other amounts (i.e., Local One, Local 764, Local 798, and Local USA 829) in accordance with the schedule below, payable by the employees to the Local

Union. Such deductions shall be sent to the office of the applicable Local Union no later than thirty (30) days after the end of the month in which the payment was due or the work performed. Along with this payment, Employer shall furnish the Local Union with a record of those for whom the deductions have been made and the total amount of each deduction. Each Local Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, penalties, or other forms of liability, including court costs and attorney's fees that arise out of this Article or result from the making of the wage deduction herein provided for.

Local One: 4%

Local 764: 2%

Local 798: 5% of the straight-time minimum contract wages earned

Local USA829: 2%

#### **ARTICLE NINETEEN – UNION ACCESS**

The Employer agrees to allow designated representatives of the International Union and Locals One, 764, 798. And USA-829 access to the Employer's facilities (except for the locations, spaces, and productions of the Employer specifically excluded from this Agreement in Article One and from the coverage of the Bargaining Unit) with advance notice for the purpose of observing or investigating working conditions. Such a visit shall be done with a minimum interference with production and other work and functions of the Employer's management. Advance notice shall not be required in the case of an emergency.

#### **ARTICLE TWENTY – SAVINGS CLAUSE**

It is the intent of the parties that this Agreement be consistent with all applicable federal, state, and local statutes, rules and regulations. To the extent that any portion or clause of this Agreement is inconsistent with the terms of any applicable statute, rule or regulation, the terms of the statute, rule or regulation shall govern. In such an instance, the remaining portions of the Agreement shall remain in effect and shall be interpreted as nearly consistent with their terms as is possible, without conflicting with the statute, rule, or regulation.

#### **ARTICLE TWENTY-ONE – UNION STEWARD**

The Union will be entitled to designate one Union Steward per Local (One, 764, 798, USA-829) on every work call and shall inform the Employer of the designated individual. When work is being performed simultaneously at 425 Lafayette Street and the Delacorte Theater, the Union will be entitled to designate stewards at each such location. The Union Stewards shall be working employees at all times, provided the Employer agrees to accommodate reasonable requests for time to perform representational duties.

#### **ARTICLE TWENTY-TWO – NO STRIKE**

During the term of this Agreement, the Union agrees that neither it nor any of its members or employees covered by this Agreement will call for, sponsor, advocate for, or engage in any strike, picket, slowdown, sit-down, work stoppage, disruptive activity, or other interference with the Employer's operations, productions, or business, including, without limitation, those that are done in sympathy. Engagement of

any employee in any of the activities prohibited in this Article constitutes just cause for immediate discharge by the Employer.

The Employer shall not engage in any lockout of the covered employees.

**ARTICLE TWENTY-THREE – MANAGEMENT RIGHTS**

All management functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested solely and exclusively with the Employer. The Employer shall have and retain the sole responsibility for the management and operation of all functions of the Employer and shall have exclusive authority over, direction, and control of its workforce, facilities, properties, programs and activities, except as expressly limited by the terms and conditions of this Agreement. These rights include, but are not limited to, the following, diminished only as required by law and this Agreement: determining the Employer’s mission, policies, and all standards of production and services; planning, directing, controlling and determining the operations or services of the Employer and Employer’s facilities; managing and maintaining its business, departments, premises, including, without limitation, the ability to acquire, control, or sell its equipment; hiring, promoting, scheduling, transferring, suspending, demoting, disciplining or discharging, consistent with this Agreement; creating or eliminating jobs and job classifications; determining the means and manner by which the various departments of the Employer shall be operated or shut down, laying off or relieving employees due to lack of work, funds/funding, or other business, economic, operational, or financial reasons; and introducing new or improved methods, equipment or facilities; operating, controlling, renting, and/or using Employer facilities; determining the qualifications of employees to perform work; determine whether work will be assigned to covered employees; contracting with third parties for rentals or non-production work; and adopting work standards, rules, and policies to comply with updates to laws.

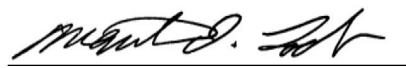
**ARTICLE TWENTY-FOUR – TERM**

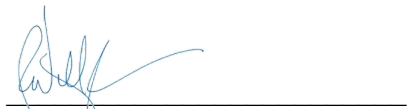
This Agreement commences on September 1, 2025, and continues through August 31, 2029.

**ARTICLE TWENTY-FIVE – AGREEMENT**

This Agreement shall not be modified, amended, or revoked except in writing signed by each of the parties hereto. All other conditions and benefits previously enjoyed by employees covered under this Agreement, though not specifically referred to herein shall continue in force during the terms of this Agreement.

Agreed to:

  
\_\_\_\_\_  
IATSE

  
\_\_\_\_\_  
New York Shakespeare Festival  
d/b/a The Public Theater

Date: September 2, 2025

Date: 9/8/2025

**APPENDIX A WAGE CHART**

<b>Rate Class</b>	<b>Description</b>	<b>9/1/2025-8/31/2026</b>	<b>9/1/2026-8/31/2027</b>	<b>9/1/2027-8/31/2028</b>	<b>9/1/2028-8/31/2029</b>
			<b>4%</b>	<b>4%</b>	<b>3.5%</b>
P	Programmers – Lighting and Video	\$50.00	\$52.00	\$54.08	\$55.97
A	Head Audio, Head Carpenter, Head Electrician, Head Hair Stylist and Makeup Artist, Head Scenic Artist, Head Wardrobe, Props Head	\$42.00	\$43.68	\$45.43	\$47.02
B	Assistant Head Audio, A-1, Assistant Head Carpenters, Assistant Head Electricians, Assistant Head Hair Stylists and Makeup Artists, Assistant Head Scenic Artists, Assistant Prop Heads, Assistant Head Wardrobe, Props Manager,	\$39.00	\$40.56	\$42.18	\$43.66
C	A-2, Journeyman Scenic Artists, Hair stylists and Makeup Artists, Key Carpenters (rigging, welding, automation), Props Artisans, Light Board Operator, Special skills electricians (soldering, moving light technician), Spotlight Operator, Stitcher, Assistant Prop Managers	\$33.00	\$34.32	\$35.69	\$36.94
D	Audio General Hand, Carpentry General Hand, Run Crew Carpenter, Electrician General Hand, Prop General Hand, Prop Run Crew, Wardrobe Day Workers and Dressers	\$30.50	\$31.72	\$32.99	\$34.14