

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement” or “MOA”) is entered into and effective as of October 21, 2024 (the “Effective Date”) between Iceberg Ahead, LLC (“Employer”) 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 “IATSE” or “Union”) (collectively, the Employer and Union are referred to as the “Parties”).

WHEREAS, the Union has been certified by the National Labor Relations Board as the exclusive collective bargaining representative of an appropriate collective bargaining unit of employees of the Employer in National Labor Relations Board Case No. 02-RC-333180; and

WHEREAS, the Parties have bargained in good faith over the terms of an initial collective agreement covering the unit; and

WHEREAS, the Parties have negotiated the terms of an agreement and will record the terms in a complete collective bargaining agreement to be executed by representatives of the Parties; and

WHEREAS, the Parties now wish to memorialize certain material terms of their agreement in this MOA;

NOW THEREFORE, the Parties in consideration of the mutual covenants herein contained and subject to ratification by the bargaining unit members, agree as follows:

1. Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time and on-call employees, including electric, audio, wardrobe/hair, and deck carpenter/props employees employed in connection with the current theatrical production known as “Titanique” employed by the Employer at the Daryl Roth Theatre located at 101 East 15th Street, New York, NY. Excluded from the unit are all other employees, including confidential employees, managerial employees and supervisors as defined in the National Labor Relations Act, as amended (“NLRA”).

2. The Parties have agreed upon employee wage increases set forth in the table below for weekly and hourly rates of pay:

	Monday following ratification – 11/2/2025	11/3/2025-11/1/2026	11/2/2026- 10/31/2027
Head Audio, Wardrobe and Hair Supervisor	+7%	+3%	+4%
All others	+7%	+3%	+4%

3. The Employer shall make the following fringe benefit contributions on behalf of each employee as a percentage of gross payroll. These total amounts shall be distributed among health, retirement, vacation, and training funds per each individual IATSE local union's affiliated fringe benefit fund, including the IATSE National Benefit Funds ("NBF") and IATSE Entertainment and Exhibition Industries Training Trust Fund ("TTF"), as follows:

Benefit and funds	Stagehands (IATSE ACT)	Wardrobe Local 764	Makeup Artists and Hair Stylists Local 798
Welfare	13% IATSE NBF Plan C	13% IATSE NBF Plan C	13% IATSE NBF Plan C
Annuity	3% IATSE NBF Plan	3.0% 764 Annuity fund	3% IATSE NBF Plan
Training (effective Yr 2)		0.5% IATSE TTF	0.5% IATSE TTF

Specific information regarding each respective fringe benefit plan described above shall be provided in an appendix to this MOA.

For employees who elect to participate in a defined contribution (e.g., 401(k)) plan affiliated with an IATSE local union and who complete and sign the paperwork necessary to make such election, the employer shall make deductions from the employee's wages and remit such voluntary deferrals to the applicable 401(k) plan.

The Employer shall complete and execute any other documents or instruments (e.g., trust acceptance documents) reasonably necessary to effectuate the terms of this MOA.

4. The Employer and the Union recognize the importance of health insurance for the represented employees and the importance of achieving health coverage in a timely manner. Accordingly, the Employer agrees to make a one-time "balloon payment" in the amount of \$1,200 to the IATSE Health and Welfare Fund, Plan C, for each full-time employee covered by this Agreement no later than October 31st, 2024.

5. The term of the Parties' collective bargaining agreement shall be in force and binding for a period of three (3) years from the 1st day of the pay period following ratification of this MOA by the employees covered by this MOA, through and including the 31st day of October 2027, unless said collective bargaining agreement is otherwise terminated earlier pursuant to the terms of the parties' complete collective bargaining agreement. Subject to the foregoing, at least sixty (60) days prior to its expiration date, the parties shall meet and confer to negotiate the terms of a new agreement to take effect upon the termination of that initial agreement.

6. This MOA may only be modified by a written agreement executed by the Parties as described herein. The appropriate provisions of this MOA shall be incorporated into the parties' collective bargaining effective for the term described in paragraph 5 above, except as otherwise indicated. As soon as practicable, those parts of the Parties' collective bargaining agreement, which are not already reflected in this MOA shall be reduced to contract language.

All provisions of this MOA shall remain the same unless otherwise specifically changed as noted above.

Agreed and accepted:

For IATSE:

A handwritten signature in black ink, appearing to be "Michael J. Barnes", written over a horizontal line.

Michael J. Barnes
International Vice President, IATSE

Date: 10/18/24

For Iceberg Ahead, LLC:

A handwritten signature in blue ink, appearing to be "Al Puga", followed by the date "10/21/24", written over a horizontal line.

Name:

Date: