

MINIMUM BASIC AGREEMENT

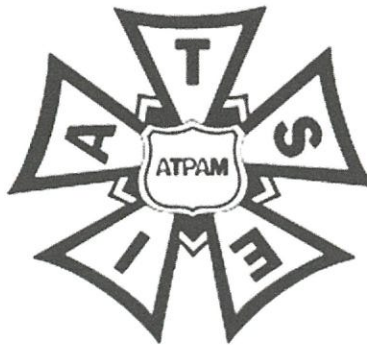
between

ATPAM

and

THE BROADWAY LEAGUE, INC.

SEPTEMBER 10, 2018 THROUGH SEPTEMBER 10, 2023



THE ASSOCIATION OF THEATRICAL PRESS AGENTS AND MANAGERS

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MINIMUM BASIC AGREEMENT

This Collective Bargaining Agreement made as of September 10, 2018 and which will terminate on September 10, 2023, hereinafter referred to as the AGREEMENT, by and between THE BROADWAY LEAGUE INC., hereinafter referred to as the LEAGUE, on behalf of its members, and such other employers who may become signatories hereto, hereinafter referred to as the EMPLOYER, acting on its own behalf, and the ASSOCIATION OF THEATRICAL PRESS AGENTS AND MANAGERS, LOCAL #18032, I.A.T.S.E., A.F.L.-C.I.O., C.L.C., hereinafter referred to as the UNION.

WITNESSETH:

WHEREAS, the membership of the Union includes persons employed as Theatre and/or House Managers and Company Managers engaged in managerial duties pertaining to the theatre, stock companies, variety and vaudeville attractions, summer theatres, burlesque, theatrical entertainment, opera, musical presentations, concerts, ballets, carnivals, circus, sport, exposition and similar exhibitions and events; and

WHEREAS, the Employer utilizes the services of employees in one or more of the above classifications; and

WHEREAS, the parties hereto believe in and subscribe to the principles of collective bargaining; and

WHEREAS, it is desired by the parties hereto to secure uninterrupted operation of theatrical and entertainment enterprise free from labor disputes and to attain the general stabilization of the theatrical industry; and

NOW, THEREFORE, it is agreed by and between the respective parties hereto, as follows:

ARTICLE I - SCOPE OF THE AGREEMENT

Section 1. Application.

(A) This minimum basic agreement constitutes the only existing agreement between the parties hereto, and all previous agreements and amendments are hereby superseded.

(B) The terms herein set forth are specifically intended to be applicable to theatres and productions, attractions and presentations sponsored by, produced and operated, or any of these, or leased, owned or controlled, directly or indirectly by the Employer, or by agents acting in the Employer's behalf, and the place of presentation shall neither affect nor alter the rights of the parties hereto, except as otherwise herein specifically provided. Notwithstanding anything to the contrary in the foregoing, in accordance with the October 2, 1997 side letter between the Union and the League, the parties acknowledge and agree that with respect to House Manager employment outside of New York City, the provisions of this Agreement shall apply only to theaters operated by League members outside of New York City which

either (a) any time on or after January 1, 1992 employed a House Manager under the provisions of this Agreement or its predecessor(s); or (b) effective as of October 2, 1997, employed a House Manager under the provisions of this Agreement or its predecessor(s).

(C) The jurisdiction of the Union is specifically intended to be applicable to all stock companies, variety and vaudeville attractions, summer theatres, burlesque, theatrical entertainment, opera, musical presentations, concerts, ballets, carnivals, circus, sport, exposition, and similar exhibitions and events, whenever such enterprises as above enumerated are produced, operated, leased, owned or controlled, directly or indirectly by the Employer or its agents. Notwithstanding anything to the contrary in this Agreement, the terms and conditions of this Agreement with respect to Company Managers shall apply only to such types of productions, attractions and presentations consistent with past practice.

(D) With respect to any limited run, non-legitimate theatrical attractions, Employers shall retain discretion whether to engage a Company Manager. For purposes of this provision, it is agreed that a "limited run, non-legitimate theatrical attraction" shall mean an engagement that is announced for and which runs eight (8) weeks or fewer and is either: (i) a production without a book; (ii) a concert, variety or comedy act; and/or (iii) a production that is primarily an acrobatic and/or dance presentation. In the case of an ATPAM member hired for any such attractions:

(1) he/she shall receive at least the minimum contractual salary pursuant to Article XI, Section 1; vacation pay pursuant to Article II, Section 6 and any applicable additional compensation which may be payable pursuant to Article V, Section 1(B), (H), or (I);

(2) applicable benefit fund contributions shall be made by the Employer pursuant to Article II, Section 6; and

(3) no other provisions of this Agreement regarding minimum compensation or premiums shall apply and no provisions of this Agreement regarding minimum length of employment shall apply including, but not limited to, those contained within Article III.

(E) The terms herein contained shall be the minimum terms to which a Union member will be entitled by virtue of his or her employment by the Employer. Nothing herein contained shall prevent a member from obtaining terms more favorable to that member, but no provision of this agreement shall be waived in consideration of any more favorable terms in any other regard under any other provisions of this agreement.

(F) A General Manager in fact, shall not be subject to the terms and conditions of this agreement except when discharging the duties of a service and classification within Union jurisdiction.

Section 2. Parties.

(A) Every person who in fact discharges the duties of a service and classification within the Union jurisdiction shall be or become a member of the Union as hereinafter set forth and be subject to the terms and conditions of this minimum basic agreement except as hereinafter provided.

(B) This agreement, when executed by the parties hereto, shall be binding upon the Union, the League, the Employer and their successors, heirs, administrators and assigns. The Union, for itself and its members, agrees that they will perform their services in good faith conscientiously and efficiently and will abide in all respects by the terms of this agreement and the rules and regulations of the Employer not in conflict with the purposes or intent of this agreement. The Employer agrees to see to it that it will carry out all the obligations assumed under this agreement, in good faith, conscientiously and efficiently, and will abide in all respects by the terms of this agreement.

Section 3. Standard Individual Contract of Employment.

(A) The standard individual contract of employment shall be recognized and used as and for the individual contract between the Employer and the Union member.

(B) The standard individual contract of employment is to be filed with the Union immediately upon the execution of said contract and no service may be rendered until such contract is filed.

(C) All of the terms and conditions agreed to by the Employer and Union member, including the salary agreed upon, are to be specified in detail in the standard individual contract of employment.

Section 4. Services Rendered in Preparation of Stock.

The League agrees to participate in the work of a committee established by the League and the Union whose function is to attempt to work out the problems of employment of union members in summer stock theatres where members of the League are involved.

Section 5. Reservations.

No provision of this agreement shall be interpreted as being in conflict with any obligation due from this Union to sister unions affiliated with the I.A.T.S.E., A.F.L.-C.I.O., C.L.C.

ARTICLE II - GENERAL TERMS

Section 1. Who May Be Employed.

(A) It shall be a condition of employment that all Managers, in the employ of the Employer who are members of ATPAM in good standing on the date of this agreement, shall remain members in good standing and those who are not members on the date of this agreement shall, on the 30th day following the date of this agreement, or 30 days following the date of employment, whichever is later, make application for membership, and if accepted shall as a condition of employment remain members in good standing. For the purposes of this section good standing shall mean the tendering of dues and initiation fees uniformly required of all members. The Union shall have no obligation to grant membership to any Manager. Failure of union to admit employees into the union who have tendered dues and initiation fees shall not adversely impact upon that individual's right to employment.

(B) The Union shall certify the good standing status of its members and said certification shall be binding upon the Employer. The Employer shall ascertain from the Union the standing of any employee to be engaged.

(C) Where an employee is not in good standing owing to his failure to tender dues and initiation fees uniformly required, the Employer shall, upon seven (7) days' written notice in the case of an employee employed in the City of New York and upon fourteen (14) days' written notice in the case of an employee employed elsewhere, discharge said employee.

(D) The ranks of membership of the Union shall be open for all such as may be qualified, pursuant to the Rules and Regulations and by-laws provisions of the Union, as set forth and promulgated from time to time, for each of the classifications of the Union membership. Such Rules, Regulations and by-laws shall be applied equally to all who may be eligible.

Section 2. Checkoff.

The Employer agrees that it will deduct Union dues from wages earned and to be earned by each employee covered under this agreement, for whom there has been or shall be filed with the Employer a written assignment in accordance with Section 302 (c) of the Labor Management Relations Act, 1947. The Employer shall commence making such deductions with the first wage payment to be made to such employee following the date of the filing of said written assignment, and such deductions shall continue thereafter with respect to each and every subsequent wage payment to be made to each such employee during the effective term of said written agreement.

Within three weeks after the end of each payroll period, the Employer shall remit to the Union by check drawn to the order of Association of Theatrical Press Agents and Managers, Union No. 18032, I.A.T.S.E, A.F.L.-C.I.O., C.L.C. the total amount of all deductions made during the said payroll period of all such employees. At the time of such remittance, and together therewith, the Employer shall furnish also to the Union all payroll records certifying the names of the employees on whose account such deductions were made and their respective earnings

for said payroll period. Such records shall be prepared by the House Manager and the Company Manager for employees of the theatre and the attraction, respectively.

The Employer agrees that a written assignment in the following form will be acceptable for the purpose of this paragraph:

"Effective immediately the undersigned assigns to Association of Theatrical Press Agents and Managers, Union No. 18032, I.A.T.S.E., A.F.L.-C.I.O., C.L.C. an amount equal to the monthly Union membership dues to be deducted from wages earned and to be earned as an employee, and authorizes and directs the employer to deduct such amount from wages and to remit the same to said Union. This assignment shall be irrevocable for a period consisting of either one year or until termination of the applicable collective bargaining agreement, whichever is sooner, and shall be automatically renewed, with the same irrevocability, for successive like periods unless terminated by the undersigned in writing not more than twenty nor less than ten days prior to the expiration of such period."

Section 3. Continuous Employment.

In the case of any attraction or production playing within the Union's scope, which is owned, operated or controlled, either directly or indirectly, by the Employer or his or her agents anywhere in the United States or Canada, a House Manager and a Company Manager shall be employed at all times.

Section 4. Layoffs.

(A) Point of Organization and Pre-Point of Organization Productions

Producer shall be able to lay off the Manager without salary under the terms provided below:

(1) Point of Organization. Provided Producer shall have given to the Manager two consecutive weeks of employment prior thereto, and gives to the Manager two consecutive weeks of employment subsequent thereto, the Producer shall have the right to lay off the Manager during Holy Week and/or for not more than seven consecutive days during the 14 day period prior to Christmas Day. The Producer agrees to give the Manager four weeks' written notice in the event said layoffs are to be taken. Should such layoff take place, the Producer shall not, during said period, be entitled to the services of the Manager. However, if the employee is paid one-half week's contractual salary at the time of layoff and one-half week's contractual salary prior to the resumption of the production, the Employee shall provide limited services.

(2) Outside Point of Organization.

(a) Subject to the terms set forth in paragraph (1) above, if the production is outside the Point of Organization, the Producer shall have the right to lay off the Company for not more than seven (7) consecutive days during the twenty-eight (28) day period commencing fourteen (14) days prior to Christmas Day, provided the Manager is paid per diem. Should such layoff take place, the Producer shall not, during said period, be entitled to the services of the Manager. However, if the Manager is paid one-half week's contractual salary at the time of layoff, the Manager shall provide limited services.

(b) Other Layoff Weeks. The Producer shall also be permitted to schedule up to four (4) weeks of layoffs in the course of a year counting from the first paid public performance provided the Manager is paid per diem and is given written notice at least two (2) weeks in advance of the anticipated layoff. Should such layoff take place, the Producer shall not be entitled to the services of the Manager. However, if the employee is paid one-half week's contractual salary at the time of layoff and one-half week's contractual salary prior to the resumption of the production, the Manager shall provide limited services. In addition, health contributions will continue to accrue.

(3) Transportation. When the Manager is laid off, the Manager shall have the option of receiving a round-trip ticket to the Place of Engagement or Point of Organization and back to the city where the production will reopen or to remain in the city where the layoff occurs.

(B) National and Tiered Tours. On all National and Tiered tours, Producer may schedule a total of ten (10) layoff weeks without salary in the course of each year counting from the first paid public performance as provided below. Layoffs may be scheduled only if Producer reserves the right, in the Manager original contract, to use layoffs. No layoff may be longer than four (4) consecutive weeks. Should such layoff take place, the Producer shall not be entitled to the services of the Manager. However, if the employee is paid one-half week's contractual salary at the time of layoff and one-half week's contractual salary prior to the resumption of the production, the Manager shall provide limited services.

(1) Producer may schedule a total of six (6) layoff weeks in which Manager shall not receive per diem or health contributions, provided the following conditions are met:

(a) The Manager is given written notice at least four (4) weeks in advance of the anticipated layoff;

(b) There shall be not less than four weeks' employment immediately prior to the layoff and at least two weeks' employment immediately following the layoff;

(c) The Producer shall have confirmed bookings of not less than 10 consecutive weeks of employment before and/or after said layoff. In counting the required ten (10) weeks of employment, weeks of permitted layoffs shall be disregarded

and any weeks of employment occurring between two (2) permitted layoffs may be counted to satisfy the ten (10) week requirement for each layoff;

(d) Transportation is supplied as required by (5) below; and

(e) In the event a lost booking causes a layoff and said layoff would otherwise disqualify a previously scheduled layoff under (B)(1) above, such previously scheduled layoff will qualify under (B)(1) above if documentation of the lost booking is provided to ATPAM.

(2) The Producer may schedule up to an additional four (4) weeks of layoffs in the course of a year provided the following conditions are met:

(a) Manager is paid not less than the applicable minimum per diem for each week of such layoff. Producer agrees to advance one-half of the expense monies prior to any layoff period for which it may be due, but in no event less than one week of expense monies;

(b) Manager is given written notice at least two (2) weeks in advance of the anticipated layoff;

(c) Prior to taking any such layoff the production must have accrued no less than four (4) weeks of employment for each such layoff week;

(d) In the calendar year in which any such layoff is used, the production must provide no less than two (2) weeks of employment for each such layoff week; and

(e) Health contributions are made during any such layoff.

(3) In no event may the number of layoff weeks in any given year exceed ten (10) weeks.

(4) If a Producer does not provide at least two (2) weeks of employment following a layoff prior to the close of the production, Producer shall pay two (2) weeks' contractual salary in lieu thereof to Manager, except in circumstances where two (2) weeks of employment could not be provided following a layoff of two (2) weeks or less, in which case only one week of post-layoff employment shall be required.

(5) In the event of a layoff, Producer shall provide the Manager transportation to New York City or the Point of Organization, and also to the place where the show resumes.

(6) On the day of return to New York City/Point of Organization, the Producer will pay Manager per diem as follows:

(a) If Manager arrives at the destination terminal at or before 2:00 p.m. (local time), Manager will receive 10% of daily per diem.

(b) If Manager arrives after 2:00 p.m., Manager will receive 50% of daily per diem.

(7) Article II(4)(A) will apply to a National or Tiered tour playing at its own Point of Organization for six (6) months or longer during such engagement.

Section 5. Service in Fact.

Any person who occupies a position of service within a classification under the jurisdiction of the Union must in fact perform the duties of such position personally and not in any way by substitution.

Section 6. Vacation, Welfare Benefits and Pension Fund.

(A) The Employer shall pay weekly to each employee covered by this agreement eight and one-half (8 1/2%) percent of gross earnings as vacation pay.

(B) (1) The Employer shall contribute to the IATSE National Health & Welfare Fund Plan C the following amount per week for each employee as of the following effective dates:

Effective Date:	Weekly Amount:
September 10, 2018	\$225
September 7, 2020	\$230
September 5, 2022	\$235

(C) (1) The Employer shall contribute eight (8%) percent of the gross weekly salary, including vacation allowances, for each of its employees covered by the agreement of the LEAGUE-ATPAM Pension Fund, hereinafter referred to as the PENSION FUND, for the purpose of providing pension benefits for said employees. Prior to the first paid public performance, all contributions shall be remitted by the Employer into an escrow account pending the commencement of collection of tax relief monies pursuant to sub-section (3) below. At such time as the tax relief proceeds exceed the required Pension Fund contributions due, the amount then held in escrow shall immediately be returned in full to the Employer.

(2) In New York City where employers contribute to the tax relief program, the payment of the contributions provided for in sub-section (1) hereof shall be made by the Employer by paying over to the Pension Fund the total amount of the ".045% tax relief monies" attributable to the Union in accordance with the provisions of the arbitration award of Burton Turkus, Esq., dated April 23, 1963. If the total amount of said "tax relief monies" is less than the total amount of all contributions required to be

made by the Employer to the Pension Fund pursuant to said sub-section (1) hereof, the Employer shall pay as a contribution the difference thereof to the Pension Fund. If the total amount of the "tax relief monies" collected during the term of this agreement is greater than the total amount of all contributions required to be made by the Employer pursuant to the said sub-section (1) hereof during the term of this agreement, the excess may be applied by the Employer as a credit against any other obligation that the Employer may have to the Pension Fund, as follows:

(a) Such credits are available for use for a maximum of two (2) seasons after the closing of the production in which they were earned.

(b) Credits may be used only for the road shows of such productions or for pre-Broadway runs of other productions produced by the same producer or producers as defined in the Turkus Award. Such credits are also subject to the restrictions set forth in (a) above. The Employer entitled to this credit arrangement shall be either producer of the production or the owner of the theatre in which said production is performed.

(c) No contribution need be made on behalf of House Managers by any theatre that otherwise contributes tax relief monies to the Pension Fund in the event a deficit results in the tax relief monies received by each theatre and the 8% pension contributions required by this agreement.

So long as the tax relief monies are sufficient to meet the contributions required by the collective bargaining agreement, the New York producer shall accrue a credit in the amount by which the tax relief monies exceed the contributions required by the collective agreement. This pension credit may be applied by the New York producer to a road production of the play which is either produced or co-produced by the New York producer, or to a Tiered/SET or National Tour production of the play which is either produced or co-produced by a Tiered/SET or a National Tour producer.

In the event that the credit is to be transferred, assigned or otherwise applied to a production produced by a Tiered/SET or a National Tour producer, the New York producer shall so notify the ATPAM-League Pension Fund in writing, sent by Certified Mail/Return Receipt Requested. If there are any limitations (other than exhaustion of the credit) on the application of the pension credit to the production produced by the Tiered/SET or a National Tour producer, those limitations shall be clearly set forth in the notice sent to the Pension Fund. If no such limitations are stated, the credit may be utilized by the Tiered/SET producer or a National Tour producer (so long as the conditions set forth in the paragraph below are satisfied) until the pension credit is exhausted.

The pension credit shall be available to the New York producer or co-producer for a Tiered/SET or National Tour production of the play only if such producer or co-producer commences utilization thereof (either directly or through a

Tiered/SET or a National Tour producer) within twenty-four (24) months of the closing of the New York City production. Following such commencement, there shall be no limitation on the period during which the credit may be utilized so long as at least one road production of the play is maintained by the New York producer or co-producer, or by a Tiered/SET or National Tour producer.

However, the closing of a production of the play by the New York producer or by any Tiered/SET or a National Tour producer and the reopening of a production of the play within six months by the New York producer or by any Tiered/SET or a National Tour producer shall not be construed to be a failure to maintain at least one such production in operation. When the credit is exhausted, the New York producer or the Tiered/SET or a National Tour producer, whichever is applicable, shall be obligated to make the pension contribution required by the collective bargaining agreement.

(3) Should a Producer entitled to pension credit pursuant to the conditions stipulated above assign that credit to a Tiered/SET or National Tour Producer, the Tiered/SET or National Tour Producer to whom such credit has been assigned shall, to the extent of such credit, be given credit for the first four (4) weeks of any engagement outside of New York City, regardless of its duration. All other conditions continue in full force and effect.

(4) The employer shall make available to the Pension Fund any and all records that said Fund may require in connection with its sound and efficient operation; and the Employer agrees to be bound by the terms and provisions of the Agreement of Trust, dated as of the 1st day of October, 1963, as amended, whereby the Pension Fund was established, which, by this reference, is incorporated herein and made a part hereof as if set forth herein at length.

Section 7. Annuity.

The Employer shall contribute to the IATSE National Annuity Fund, or its successor, 10.5% of gross weekly earnings, including vacation allowances, for each employee covered by the agreement.

Section 8. IATSE PAC Contributions

This section will apply to those Employees who have authorized the Employer in writing to deduct from their paychecks voluntary political contributions to the IATSE Political Action Committee (IATSE PAC). The Employer agrees to deduct from each Employee's paycheck on a monthly basis an amount the Employee has authorized in writing to be deducted and remit that amount to the IATSE Political Action Committee (IATSE PAC) within ten (10) calendar days of the deduction. Along with the check, the Employer will provide the IATSE PAC with the following information: (1) the Employee's name and social security number, (2) the Employee's occupation and (3) the amount of the Employee's deduction. 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.

Section 9. Doubling Prohibited.

(A) No employee member of ATPAM shall be permitted to double in the position of another employee working in the theatre or for the attraction regardless of whether the position of the other employee falls under the jurisdiction of ATPAM, nor at any one time discharge the duties of more than one position within the classification of services under the jurisdiction of the Union. A Union member may, however, occupy the position of House Manager and Company Manager in a stock company operation as defined in the agreement.

(B) The respective duties of Company Manager and House Manager shall be performed only by members of the bargaining unit.

Section 10. Bonds.

The Employer, if called upon by the Union, shall provide satisfactory sureties for the payment and discharge of all obligations assumed to their employees including salaries, authorized expenses, and welfare and pension benefit payments pursuant to the terms of the individual and respective standard individual contract of employment. Calculations of the total amount of Bond shall be made for two weeks of employment. In the event the Union is required to pay to an employee any such salaries and/or authorized expenses or to collect welfare or pension payments out of said surety or bond, the Union shall be entitled to charge the affected Employer a fee of \$100 as an expense of administration. For League Members who previously produced a production as a general partner of a limited partnership or a managing member of a limited liability corporation, the bonding side letter of March 7, 2006 applies.

Section 11. Payments of Salaries and Expenses.

(A) All salaries shall be paid not later than Thursday of the week following the workweek.

(B) All expense statements of monies expended on the Employer's behalf shall be paid by 6:00 P.M. on Friday, provided such statements are rendered to the Employer sufficiently in advance for such payment to be made.

Section 12. Transportation.

The Employer will provide air travel on a CAB certified and scheduled first-class carrier, which shall include charter flights on such airlines, but not on non-scheduled or private airlines.

Section 13. Union Supervision.

The Secretary-Treasurer, Business Agent, or representatives of the Union shall be admitted into the theatre at all times to observe conditions coming under the jurisdiction of the Union.

Section 14. Definitions.

(A) The term "season" as used in this Agreement shall be from Labor Day to the Sunday night preceding Labor Day of the subsequent year.

(B) The work week shall consist of six (6) days per week, from Monday through Saturday or Tuesday through Sunday, inclusive, with not more than eight (8) performances within said six (6) days, except as modified by Article V Section 1(E) below. In New York City or other point of organization cities, in the event of a change in performance schedule, the seventh day premium shall be waived, provided there is a day off in each of the weeks when the schedule change occurs.

(C) Notwithstanding the foregoing, when a schedule change results in nine (9) performances in one (1) week and seven (7) performances in a contiguous week, no additional compensation is required for the ninth (9th) performance, provided the Manager has a full day off between the two (2) weeks. During a two (2) week period that includes Christmas Eve and/or Christmas Day, if a schedule change results in nine (9) performances in one of those weeks and seven (7) performances in the other contiguous week, no additional compensation is required for the ninth (9th) performance provided the Manager has a full day off on either December 24 or 25.

(D) The term of classification "House Staff" as used in this Agreement shall mean the House Manager.

(E) Notice given before the commencement of the first performance of the week, whether on Monday or Tuesday (but not later than Tuesday) shall constitute the first week of notice where more than one week is involved.

(F) A run-of-the-play contract shall not terminate until the production of the producing company referred to therein shall close.

(G) The word "Employer" when used herein, shall be deemed to include every member of the League and other Employer signatories hereto and any corporation, firm partnership, agency and venture, present or future in which the Employer has a substantial financial interest as to operation or control, whether directly or indirectly.

(H) Legitimate attractions, either dramatic or musical, are those which are put on for an extended engagement, regardless of how the attraction is classified by the Employer. Every attraction shall employ a Company Manager subject to the conditions set forth herein, including, but not limited to, the requirements of Article I, Section 1(D).

(I) Stock attractions are those presented by acting companies whose nucleus is permanent and do not tour, giving no more than three (3) weeks' performances of any one play in the same theatre in the same city.

(J) Repertory productions are those which give two or more plays in rotation within any playing week in the same theatre and same city.

(K) Vaudeville presentations are those consisting of a series of individual acts performed by one or more performers, none of whose scenery, costumes, material or accessories are furnished by the person who assembles the presentation and who do not perform in any other act in the presentation, which maintain consistently a two or more performance-a-day policy and do not play more than a week in any one theatre, and do not travel as units.

(L) Special attractions are presentations by special companies which play not more than three performances per week.

(M) Burlesque attractions are those which are specifically billed as Burlesque.

(N) For the purpose of this agreement, a preview performance shall be deemed the same as a regular paid performance.

Section 15. Term Contracts.

Limited term contracts between the Employer and Company Manager for a period of less than two weeks are permissible only in emergencies and only with the consent of the Union.

ARTICLE III - MANAGERS

Section 1. Commencement of Employment for Legitimate Theatrical Productions.

(A) Company Manager

(1) The Company Manager shall be employed as of the first day of rehearsal, but in no event less than four (4) weeks for dramatic productions and five (5) weeks for musical productions prior to the date the first public performance takes place, paid preview or otherwise. Pro-ration of weekly salary shall be permitted in the first week of employment. If possible, suitable office space shall be arranged. (See Paragraph 2, below for LORT and Off-Broadway transfers.)

(2) In the event that a production transfers from another venue (i.e. LORT, Off-Broadway, etc.) to a first-class production within four (4) weeks of its prior closing, a Company Manager shall be employed on the first day of rehearsal, but in no event less than two (2) weeks prior to the Monday of the week in which the first performance takes place.

(3) Managements of Tiered/SET guaranteed tours shall engage the Company Manager on the Monday of the week prior to the first day of any form of rehearsal but not less than three (3) weeks prior to the date of the first public performance for a Dramatic show, not less than four (4) weeks prior to the date of the first public

performance for a Musical, and not less than six (6) weeks prior to the date of the first public performance for a Musical with a traveling company of thirty (30) or more. It is agreed that National touring managements and other touring managements shall not be required to engage the Manager for more than the current four (4) week stipulation on a Dramatic Show, five (5) week stipulation on a Musical, and not less than six (6) weeks prior to the date of the first public performance for a Musical with a traveling company of thirty (30) or more, except when rehearsal period exceeds such four, five, or six week periods.

(B) House Manager

For legitimate theatrical productions, a House Manager shall be employed not later than one week prior to the date the first public performance takes place. Pro-ration of weekly salary shall be permitted in the first week of employment. When so employed, the House Manager shall receive at least two weeks' salary, even though the production may have closed within the first week of its engagement.

(C) House and Company Manager

(1) When called to duty a Company or House Manager shall remain in continuous service unless the attraction is postponed or abandoned and until proper notice as provided for under this agreement shall terminate such service.

(2) House or Company Managers called to work prior to the period(s) specified in Article III of this Agreement shall be paid no less than 75% of the weekly salary specified in Article XI hereof. Once engaged, employment shall be continuous. All of the provisions of this Agreement shall apply to such period(s) of employment.

(3) As provided in Article II Section 4, continuous employment is subject to the layoff provisions therein.

(D) Press Agent and Company Manager

Whenever a limited engagement in New York City is booked and played as an integral part of a road tour after the completion of the original engagement in New York City, and the Press Agent is retained on tour in service under the terms and conditions of employment of a Press Agent on tour under the MOA between ATPAM, IATSE and the League, the Company Manager shall receive his or her contracted salary as a Company Manager on tour throughout the New York engagement.

If, however, the Employer elects to consider such a limited engagement in New York City as a New York City engagement, employing a New York Press Agent, the Employer may pay the Company Manager the New York City scale, provided due and proper notice and a new contract is executed to this effect.

Section 2. Commencement of Employment for Concert Attractions; and Other Events Scheduled in a Dark Theatre.

House Managers

(A) For concerts that take place in the theatre when a regularly scheduled theatrical production is not playing and such concert plays three (3) days or less, a House Manager shall be guaranteed at least three (3) days contractual salary plus an additional one-sixth for each day of spotting lines, take-in and take-out, unless spotting lines, take-in or take-out occurs within the three day period, plus any additional compensation as required by this agreement. For concerts that play four to six (4-6) days a House Manager shall be guaranteed at least one (1) week's contractual salary plus an additional one-sixth for each day of spotting lines, take-in or take-out, unless spotting lines, take-in or take-out occurs within the week of performance, plus any additional compensation as required by this agreement.

(B) If a concert plays for more than one week, such concert shall be deemed a legitimate theatrical production and a House Manager shall be employed in accordance with Article III, Section 1(B) above. In such event, a House Manager shall receive at least two weeks' salary even though the production may have closed prior to playing two weeks.

(C) For all other events that take place in the theatre when a regularly scheduled theatrical production is not playing, where there is an admission charge or a theatre owner or theatre user charges for use of the theatre or derives revenue or a substantial direct or indirect benefit for the use of the theatre, a House Manager shall be employed for each day of such engagement at 1/6th of the weekly salary for each day or fraction thereof worked. An event shall be deemed not to include rehearsals, auditions, interviews and memorial services.

Section 3. House Manager Program Credit.

The House Manager shall receive appropriate program credit along with other members of the theatre staff.

Section 4. Sick Leave.

(A) A House Manager shall be entitled to receive three (3) paid sick days per year, each of which shall be earned after each three (3) months of employment. Unused sick days may be carried over, but at no time may an employee maintain more than three (3) unused sick days that were carried over from prior years.

(B) The parties agree to waive the provisions of the New York City Earned Safe and Sick Time Act.

Section 5. Postponement.

In the event that a Company Manager has been called to duty, and the attraction fails to open as scheduled, if services are continued to be rendered during the postponement and subsequent

to the scheduled opening date, full salary shall be paid to the Company Manager. If a production is postponed less than eight (8) weeks, the Company Manager shall receive one week's salary at temporary closing and one week's salary prior to resumption of engagement or on first day of rehearsal, whichever comes first.

Section 6. States of Emergency.

To the extent there is a weather or other state of emergency declared by the civil authorities, a production may revise its performance schedule to reschedule a missed performance on any day in the same week or in the subsequent two (2) weeks without incurring any penalty or premium, so long as no more than two performances per day/nine performances per week are scheduled. It is understood that in the event an employee is called to work notwithstanding the rescheduling of a performance under this provision, such employee shall be paid for such day as if the performance had occurred and shall be paid straight time for any rescheduled performances as set forth above, provided the rescheduled performance does not cause the employee to work a seventh (7th) consecutive day. Should a seventh (7th) consecutive day be required, Company and House Managers will be due seventh (7th) day pay in accordance with Article V, Section 1(I).

ARTICLE IV - HOUSE MANAGER

Section 1. Tenure of Employment.

Every theatre shall employ a House Manager. The tenure of employment shall be as hereinafter set forth. The House Manager must be designated for all theatres and Standard Individual Contracts of Employment filed with the Union not later than one month prior to Labor Day of any year.

Section 2. Employment Contract.

(A) The standard individual contract of employment for the House Manager shall provide among other things: (1) the definite theatre at which the employee is to be employed; (2) the period for which employed (not less than a season) unless the lease, if the premises are leased, shall terminate before the end of the season, in which event, the end of the lease during the season may be considered the expiration date of the period of employment, provided said lease was a bona fide lease for a bona fide consideration. In such instances where a House Manager has a special contract of employment for a longer period than one year other than the seasonal tenure of employment provided by the Minimum Basic Agreement, the terms of such special contract shall control.

(B) The contract of employment of the House Manager shall be executed with and guaranteed by the theatre owner or operator, whosoever should be the primary party in interest in the operation of the theatre. In the event of a four-wall rental of theatres, the salaries of all employees who are House Managers covered by this agreement shall be assured and guaranteed by the theatre owner.

(C) House Managers may be temporarily transferred from theatre to theatre, or theatre to attraction, during the season only by mutual consent between the Employer, the employee and the Union. It is understood, however, that no Manager so transferred shall suffer any loss of weekly salary or weekly earnings while the theatre designated in his contract of employment is in operation.

(D) A House Manager under contract for seasonal employment may accept employment and be employed for other engagements while the theatre designated in his standard individual contract of employment is dark and any such employee is not actually employed or required to be employed in said theatre, provided such new engagements do not interfere or conflict with his contract for seasonal employment.

(E) The management may transfer a House Manager to another theatre owned by that management at the end of the season (Labor Day) if proper notice is given as provided in Section 3 (C) below. This transfer shall not cause the House Manager to suffer a loss of severance benefits accrued. In the event five (5) years of service has been accrued by the House Manager, the Manager may elect to resign and receive severance pay.

Section 3. Termination of Employment.

(A) Except as herein otherwise specifically provided, the tenure of employment of the House Managers shall be for the current season, while the theatre is operating.

(B) House Managers who are engaged by the Employer for the first time may be dismissed by the Employer during the first week without the consent of the Union. After the first week the House Manager shall be deemed to have obtained tenure of employment and shall be dismissed in accordance with the terms and conditions of this agreement.

(C) Unless notified in writing to the contrary by not later than July 31st of the current season, House Staff Employees shall be regarded as having been re-engaged for the ensuing season. The Union is to be notified of all termination notices and engagements promptly. All monies due and owing to terminated employees under this subsection (C) shall be paid by August 31st.

(D) A House Manager whose employment is terminated shall receive the following amounts of severance pay which shall be paid immediately upon termination:

	<u>Length of Service</u>	<u>Amount of Severance Pay</u>
(1)	Up to three (3) years of employment	Four (4) weeks of pay
(2)	Three (3) to six (6) years of employment	Six (6) weeks of pay

- | | | |
|-----|---|---|
| (3) | Seven (7) to fifteen
(15) or more years of
employment | One week's pay for each
year to a maximum of
fifteen (15) weeks |
|-----|---|---|

For the purpose of this clause, a signed contract shall constitute evidence for establishment of one (1) year of credit. In no event shall an employee receive credit for more than one (1) year for work in any season. This provision shall not apply to an employee discharged for just cause.

Section 4. Death Benefit (House Manager).

In the event of the death of a House Manager, severance pay, as provided above, shall be paid to his/her beneficiary, or, if no beneficiary is designated or has predeceased the House Manager, to his/her estate.

Section 5. Termination By Sale or Lease; Severance Pay (House Managers).

(A) Whenever a theatre is sold or leased, the seller or lessor shall be responsible for severance pay due at time of sale or lease, based on salary in effect at such time, and for severance credit due as outlined in Section 3 (D) above. The League will arrange a bond covering such payment. The Employer agrees to exercise every reasonable effort to continue same House Manager on the job.

(B) The seller or lessor, and the purchaser or lessee shall send to the Union notice of the sale or rental of the theatre, not later than the execution of the contract or lease thereof.

(C) In the event that the theatre is reacquired by the seller or lessor before the expiration of the season during which the aforesaid sale or lease is made, the aforesaid House Staff Employee shall have the right to resume employment until the end of the season for which originally engaged.

(D) The seller, lessor and the purchaser or lessee shall be obligated to send to the Union notice of the sale or rental of a theatre, whether for one or more performances, and whether for a fee or gratis, wherever possible, not later than two weeks prior to the Monday of the week in which the first performance is to be given.

(E) In the event that the theatre is sold as a television or radio theatre or for any other purpose than the showing of legitimate attractions, the League agrees that the owner will exercise every reasonable effort to continue the same House Manager on the job for the balance of his contract period.

ARTICLE V - ADDITIONAL COMPENSATION

Section 1. Holidays, Midnight Shows, Seventh (7th) Consecutive Day, Etc.

(A) In the event a House Manager or Company Manager is called to take in or take out a show on a Sunday the Manager shall be paid three sixteenths (3/16ths) of contractual weekly salary.

(B) Midnight Shows: Whenever a midnight show is played, an additional three-sixteenths (3/16ths) of a week's contractual salary shall be paid to the Company and House Manager for the midnight performance. Midnight shows shall be considered any performance commencing at 10 P.M. or later.

(C) If an event or activity other than that regularly playing at the theatre is added so as to result in an extra event or activity, then for each such extra event or activity payment shall be made to the House and Company Manager of an extra one-eighth (1/8th) of a week's contractual salary. An event or activity shall be deemed not to include rehearsals, auditions, and interviews. House Managers shall receive an additional one-eighth (1/8th) weekly contractual salary premium for all work associated with a Memorial Service occurring in the theatre.

(D) In the event the attraction playing in the house schedules more than eight (8) performances in a week, and provided the House / Company Manager works at least eight (8) performances in that week, then the House and Company Manager shall each receive an additional three-sixteenths (3/16ths) of a week's contractual salary for each extra performance over eight (8) that he or she works, except as modified in (E) below.

(E) When a production schedule change, or tour in contiguous weeks of an engagement of two weeks or longer, results in nine performances in one week and seven performances in a contiguous week, no additional compensation will be required for the ninth performance or 7th consecutive day provided there is a full day off between the two weeks. During a two week period that includes Christmas Eve and/or Christmas Day, if a schedule change results in nine performances in one of those weeks and seven performances in the other contiguous weeks, no additional compensation will be required for the ninth performance provided that the Manager has a full day off on either December 24 or December 25.

(F) Compensation for Dress Rehearsals: Where more than one dress rehearsal of the second company is given before an audience in the original setting, whenever the House Manager performs any work in connection with such dress rehearsal before an audience, on behalf of the Company at the Producer's request, the Company shall pay the House Manager for such work three sixteenths (3/16ths) of a week's contractual salary for each such dress rehearsal after the first dress rehearsal.

(G) House Managers and Company Managers are to be paid in connection with Equity or similar performances, but need not be paid for Actors' Fund performances.

(H) Holiday Pay: All House and Company Managers employed on a show (or theatre) are to receive for each of the following holidays specified an additional one-sixth (1/6th) of a week's contractual salary: New Year's Day, Christmas, Thanksgiving, July 4th, Martin Luther King, Jr.'s Birthday, Election Day, Labor Day, Columbus Day, Memorial Day, President's

Day and an additional one-twelfth (1/12th) of a week's contractual salary for Lincoln's Birthday, in addition to any pay due. There shall be no off-set or reduction for a day off during the week.

(I) 7th Consecutive Day: Whenever a 7th consecutive day is worked, Company and House Managers shall receive two-sixths (2/6ths) of a week's contractual salary in addition to any premium compensation required under this agreement, except as modified in (E) above. In New York City or other point of organization cities, in the event of a change in performance schedule, the seventh day premium shall be waived, provided there is a day off in each of the weeks when the schedule change occurs.

(J) In the final tech week immediately prior to the first paid public performance ("Tech Week"), a Company Manager will be paid an additional one-sixth (1/6th) of a week's contractual salary if he or she is not paid a seventh consecutive day premium under Section 1(I) above for that week.

Notwithstanding the foregoing, in the final Tech Week immediately prior to the first paid public performance ("Tech Week"), a Company Manager working on a musical production will be paid an additional 3/6th premium of a week's contractual salary. If he or she is paid a seventh consecutive day premium under Article V, Section 1(I) for that week, the seventh day premium will be offset against this 3/6^{ths}, so that the Tech Week premium for a Company Manager on a musical is capped at 3/6^{ths}.

(K) There shall be no pyramiding of premium pay, except if the premium pay event falls on a holiday as defined in Article V(H). In situations where more than one premium pay category is applicable, only the highest of the applicable premiums shall apply; except Holiday pay shall apply in addition to the one other category of premium pay.

Section 2. Promotion, Publicity, and Commercial Release.

(A) Promotion and Publicity are terms which shall be interpreted as broadly as possible. The Employer, and outside news and media/entertainment companies, may capture and use portions of or entire performances for promotion and publicity in any media and delivery platform without any additional compensation.

(B) During the run of the show, in the event a performance (or substantially an entire performance) is captured in the theatre and released commercially, the Company Manager and the House Manager shall each receive a buyout of one week's contractual salary.

(C) After a production has closed, in the event a performance (or substantially an entire performance) is captured in the theatre for commercial release, the Company Manager and the House Manager shall each be guaranteed one week's contractual salary for up to six (6) days of capture. If capture takes place on the seventh day of the work week and the manager is called into work that day, the seventh day premium shall be paid. An additional one-sixth of weekly salary shall be paid per day for each additional day of capture.

(D) The payments due under Section 2 (C) above shall apply to Company Managers in the event the capture takes place outside the theatre and the Company Manager is called into work for such capture.

Section 3. Industrial Shows.

The House Manager shall receive not less than one-half (1/2) week's contractual salary whenever an Industrial Show shall perform one or more performances during the week. In the event performances extend beyond three days, the House Manager shall receive an additional one sixth (1/6) of a week's contractual salary for each day over three.

ARTICLE VI - TERMINATION OF EMPLOYMENT

Section 1. Dismissal for Cause.

(A) The employment of any employee may be summarily discontinued without notice by the Employer for cause which shall be limited to intoxication on duty or substance abuse or dishonesty in the discharge of duties.

(B) In the event of summary dismissal for cause, the Employer will notify the Secretary or representative of the Union in writing.

(C) The propriety of a summary dismissal shall, upon complaint, be subject to review by a conference in which both the Union and the Employer will be represented.

(D) If the conference cannot decide the issue promptly, then the matter shall be referred to arbitration.

(E) If the conference or the arbitrators find the discharge of any employee unwarranted and improper, said employee shall be reinstated to his previous employment.

Where an employee is reinstated after an unwarranted dismissal, said employee may be indemnified for loss of earnings in accordance with the findings of the Arbitrators.

Section 2. Individual Termination.

(A) In the event the Employer shall desire to terminate the individual agreement of employment of a Company Manager prior to the closing of an attraction, the Employer shall give said Company Manager at least two (2) weeks' notice in writing of the intention to terminate said agreement provided said Company Manager has been employed for twelve (12) weeks or less. In the event that said Company Manager has been employed for more than twelve (12) weeks, but less than twenty-four (24) weeks, the Employer shall give said employee four (4) weeks' notice in writing of the intention to terminate said agreement. When the employee has been employed more than twenty-four (24) weeks, six (6) weeks' notice shall be required, and when the employee has been employed more than fifty-two (52) weeks, ten

(10) weeks' notice shall be required. In any event employment will end following the required period, provided notice is given in writing, with copy sent to Union. In lieu of giving said requisite written notice, Employer may accompany notice with full payment for required period, in which event the individual agreement shall terminate, provided that a replacement is made immediately upon the giving of notice and payment.

A Company Manager who desires to terminate the individual agreement of employment prior to the closing of an attraction shall give the Employer at least two (2) weeks' notice in writing of his or her intention to terminate said agreement, in which event the agreement shall terminate at the expiration of said two-week period. In the event that a play is on a week-to-week basis, the Manager need give only one week's notice.

(B) The failure of the Employer to pay all monies due to employee as and when the same become due and payable, shall give to the employee the right to terminate the contract with the Employer without any further notice. The exercise of such right by the employee shall not relieve the employer of any financial or other obligations under the terms of this agreement.

(C) Contracts covering the tenure of employment for House Staff employees cannot be terminated without review and consent of the Board of Governors of the Union. At least seven (7) days' notice must be given to the Union whenever an Employer requests any such termination. The consent of the Union for such mutual request for termination shall not be unreasonably withheld. Failure of the Union to grant such consent shall be reviewable by arbitration.

(D) Notice given before the commencement of the first performance of the week, whether on Monday or Tuesday (but not later than Tuesday), shall constitute one week's notice.

Section 3. By Closing Attraction.

(A) If a play runs four (4) weeks or less, the Employer may close the play and terminate the employment of all members of the Union engaged for the play or theatre in which it is presented, without notice, excepting that the payment of members employed shall be as provided for in Article III, Section 1, subdivision (A) (B) (C) (D). This provision does not in any way affect the tenure of employment of the House Manager.

(B) If the play shall have run more than four (4) weeks, the Employer shall give one (1) week's notice of closing, or pay one (1) week's salary in lieu thereof.

(C) Employment After Closing: Company and House Manager shall be employed for not less than one half (1/2) week if closing including take-out is completed within three (3) consecutive business days after closing regardless of when take-out occurs. Managers shall be employed for not less than one full (1) week if closing including take-out extends beyond three (3) consecutive business days. Any work beyond six days shall not be required unless specifically requested by Management and any additional services shall be paid at the rate of one-sixth (1/6) for each day worked.

(D) Where a bulletin board is regularly maintained, the Employer shall give one week's notice of closing of attraction by posting same upon said bulletin board. Notice may likewise be given individually to the employees affected.

(E) Where no bulletin board is regularly maintained, such notice of the closing of an attraction shall be given individually in writing to each employee affected, and notice of closing shall be mailed to the Union.

(F) In all instances of giving notice, the Union must be notified that said notice has been given to the employee as provided for in Article III, Section 1(C)(i).

Section 4. Miscellaneous.

Where the Company cannot perform or the theatre be operated because of fire, accident, strikes, riot, Act of God, the public enemy, the illness of the star, or a principal or featured performer, which cannot be reasonably anticipated or prevented, or if the employee cannot perform on account of illness or any other valid reason, then the employee shall receive payment only up to the date of the closing of the attraction or theatre, or the date of the employee's incapacitation, unless the Employer requires the continuance of employment subsequent to the closing of the attraction or theatre. This provision shall not affect the provisions contained in Article VII, Section 3 (C).

Section 5.

The Employer agrees that he will not enter into any agreement with any organization affecting the services of Union members, without prior consultation with, and agreement of the Union.

ARTICLE VII - ATLANTIC CITY/LAS VEGAS TYPE EMPLOYMENT

Section 1. Scope of this Article.

The rules of this Article cover employment in Atlantic City, Las Vegas, Reno, and Lake Tahoe. Wherever "Las Vegas" is indicated, it shall likewise apply for Atlantic City, Reno and Lake Tahoe.

Section 2. Special Conditions.

(A) Whenever Atlantic City, Las Vegas, Reno, and Lake Tahoe are included as part of the tour the Company Manager shall be continuously employed on the show.

(B) If the tour of a show is to terminate in Las Vegas, the Company Manager shall remain on the show for its entire run.

Section 3.

If a producer packages a show for Las Vegas a Company Manager shall be employed. If the show is not packaged for Las Vegas, the producer shall not be required to employ a Company Manager.

ARTICLE VIII - STRIKES AND LOCKOUTS

Section 1.

(A) During the term of this Agreement, there shall be no collective cessation of work by members of the Union for any reason or cause whatsoever; nor shall there be any general lockout of the members of the Union by the Employer for any reason or cause whatsoever.

(B) Pending determination of any question in arbitration because of an alleged breach of this Agreement by either party, there shall be no strike or lockout, and the status quo will be maintained until the award is made by the Arbitrator; but it is specifically reserved by the Union that matters involving its jurisdiction are expressly reserved from arbitration.

ARTICLE IX - ADJUSTMENT COMMITTEE

The parties hereby agree to the establishment of an Adjustment Committee consisting of two representatives designated by the Broadway League and two designated by the Union. This Committee shall function for the purpose of attempting to mediate and adjust disputes between any Employer, the League and the Union. The Adjustment Committee may have such further power as from time to time the parties to the agreement may give to it in writing in any specific situation. The general purpose of the Committee shall be to simplify and hasten the settlement of disputes, thereby avoiding if possible unilateral action or the necessity for arbitration. Pending the determination before the Adjustment Committee the status quo shall be maintained until the matter is decided. However, if the Adjustment Committee is unsuccessful in its efforts to adjust and mediate any controversy referred to it, the arbitration provisions of this Agreement shall in no way be deemed waived, modified or changed.

ARTICLE X - ARBITRATION

Section 1. Obligation to Arbitrate.

(A) In the event of any claim, dispute, misunderstanding, controversy or charge of unfair dealing or of any conflict over the interpretation of any clause of this Agreement, the same shall be submitted for determination by arbitration by employing one arbitrator from a panel of arbitrators mutually agreed to by the parties. The League shall select three arbitrators and the Union shall select three arbitrators to serve on the panel, with arbitrators to be listed in alphabetical order and selected to hear cases in rotation. The panel shall consist of:

Richard Adelman

Dan Brent
Howard Edelman
George Nicolau
Marty Scheinman
Carole Wittenberg

(B) If any member of the Union fails to comply with the decision of the Arbitrators within a reasonable time, the Union shall take appropriate action, under its by-laws, to compel compliance by such member.

(C) If the Employer fails to comply with the decision of the Arbitrators, then the Union, in addition to such remedies as may be provided for in the said decision, shall take such other steps it may determine appropriate to the circumstances.

(D) The decision of the Arbitrator shall be final and binding upon the parties.

(E) The costs of Arbitration shall be shared equally by both parties.

ARTICLE XI – HOUSE AND COMPANY MANAGER WAGE SCALES

Section 1. Minimums.

Sept 10, 2018	Sept 9, 2019	Sept 7, 2020	Sept 6, 2021	Sept 5, 2022
\$2,187.89	\$2,253.53	\$2,321.14	\$2,390.77	\$2,462.49

Section 2. Per Diem.

(A) When the Employee is required to be away from the Point of Organization, the Employee shall receive, in addition to Employee’s own contractual salary, per diem as follows:

(1) For all engagements in San Francisco and New York, and for engagements of less than four weeks in Boston, Chicago, Honolulu, Los Angeles, Philadelphia, Washington D.C. and Toronto:

Effective October 1, 2018: \$994/week (\$142 per diem)

Thereafter, the per diem payment will be adjusted pursuant to the Actors Equity Association Production Contract (the “AEA/League Production Agreement”).

(2) For all engagements not covered in (1) above:

Effective October 1, 2018: \$952/week (\$136 per diem)

Thereafter, the per diem payment will be adjusted pursuant to the "AEA/League Production Agreement".

(3) Should an engagement in Boston, Chicago, Honolulu, Los Angeles, Philadelphia, Washington D.C. or Toronto that is scheduled for four weeks or longer run for less than four weeks, the rates in (1) above will apply retroactively to the first day in that city.

(4) For all lay-offs on National and Tiered tours that require the payment of per diem, the rate applicable for the engagement immediately preceding the lay-off shall be the rate paid for that lay-off. For all lay-offs on pre-Point of Organization productions that require the payment of per diem, the rates in (2) above will apply.

(B) On the day of return to Point of Organization or Place of Engagement, Producer will pay the Employee per diem as follows: (a) if Employee arrives at the destination terminal at or before 2:00 p.m. (local time), the Employee will receive 10% of daily per diem reimbursement; (b) if the Employee arrives after 2:00 p.m., the Employee will receive 50% of daily per diem reimbursement.

(C) The Employee shall declare his/her "Tax Home" (as defined by the IRS) to the Producer. Producer shall pay out-of-town expenses in accordance with Federal statutes and regulations regarding withholding and Social Security. Whenever the Employee is working at his/her Tax Home and is paid per diem, such reimbursement shall be reduced by dividing per diem required to be paid by 1.18. The resulting amount shall be paid as supplementary compensation and all employer and employee payroll taxes shall be deducted from such supplementary compensation. Producer shall, to the extent required by each tax jurisdiction, provide the Employee with a separate W-2 form which shall indicate all state and local taxes withheld and the wages and other compensation on which those taxes were levied for each state or locality in which such taxes were withheld. If annual reporting is not required, the Producer shall indicate on each weekly pay stub any amount deducted for tax assessment.

ARTICLE XII - ENDANGERED THEATRES

It is agreed that during the term of this agreement the Walter Kerr, Belasco, Nederlander, and Lyceum shall be designated as endangered theatres. There shall be no limitation on the number of seats that may be sold to the public. Further, in the event the following unions: Local One, Local 751 and Actors' Equity agrees to the following additional endangered theatres during the term of this agreement: Longacre, Cort, Ambassador, and one additional Jujamcyn theatre and one additional Nederlander theatre, ATPAM will agree to apply this formula to such additional endangered theatres. It is agreed that General Managers shall reduce by the same formula. If at the end of the second year of this agreement the union believes any producer who has worked under this clause has received a

disproportionate share as a result of the reductions, the union may review these situations with the League. ATPAM employees shall be paid in accordance with provisions as set forth below.

- (A) The salary of ATPAM members shall be 80% of minimum if the gross income from actual ticket sales before any deductions, divided by the potential gross, is 70% or less.
- (B) The salary of ATPAM members shall be 85% of minimum if the gross income from actual ticket sales before any deductions, divided by the potential box office gross, is 80% or less.
- (C) In the event the percentage exceeds 80%, ATPAM members shall receive full salaries.
- (D) ATPAM employees shall receive 80% of minimum for those weeks employed prior to the first paid public performance and for the first two performance weeks.

Example of Formula for Determining Percentage

Percentage = $\frac{\text{Actual Ticket Sales (without deductions)}}{\text{Potential Box Office Gross (scale of house)}}$

e.g. $\frac{\$140,000}{\$200,000} = 70\%$ of Potential Gross

Manager Salaries at 70% of Potential Gross Weekly Box Office Receipts
(80% of minimum)

Sept 10, 2018	Sept 9, 2019	Sept 7, 2020	Sept 6, 2021	Sept 5, 2022
\$1,750.31	\$1,802.82	\$1,856.91	\$1,912.62	\$1,969.99

Manager Salaries at 80% of Potential Gross Weekly Box Office Receipts
(85% of minimum)

Sept 10, 2018	Sept 9, 2019	Sept 7, 2020	Sept 6, 2021	Sept 5, 2022
\$1,859.71	\$1,915.50	\$1,972.97	\$2,032.15	\$2,093.12

ARTICLE XIII - MISCELLANEOUS

Section 1. Overseas Tours.

The MBA will include 1972 agreement as follows: Whenever a company tours outside the United States as part of its regular touring program, a Company Manager shall be required to accompany such tour. There shall be no overtime for foreign travel or travel to Hawaii or Alaska.

Section 2. Hiring Local Manager.

The Employer may hire a local Company Manager in replacement of touring Company Managers provided proper notice is given without a limitation on the number of weeks a production is playing in a city. A Company Manager must always be employed and shall receive no less than minimum salary. In the event a Company Manager travels from the place of engagement, then the appropriate per diem will be paid. All employees discharged or replaced shall be paid for transportation to original point of employment. No one may be called on to perform work without proper payment.

Section 3. Definition Tiered/SET.

Tiered/SET tour shall be defined as a tour of a series of consecutive engagements, a majority of which are one week or less in duration. For purposes of applying .045 pension credits to Tiered/SET productions, the formula as stipulated in Article II, Section 6 (C) (3) and (4) shall apply.

Section 4. Possessions Insurance.

The Producer agrees to provide Possessions Insurance as part of the Company Travel Floater Policy to the Company Manager traveling with the touring company.

Section 5. Road Reimbursement.

Documented expenses incurred outside of New York City (e.g. car rental) shall be reimbursed by the Employer in addition to per diem.

Section 6. Local Rehearsal Pay.

Company Managers may be paid the local (Broadway) scale during the rehearsal period, prior to commencement of try-out and road tours, while such rehearsals take place in either New York or Los Angeles, provided their services are rendered in those cities, and that they are residents of the city where rehearsals take place.

Section 7. Apprentice Committee.

A joint LEAGUE-ATPAM Manager apprentice committee will meet at times to be agreed on by mutual consent to establish and implement rules as outlined in the LEAGUE ATPAM Trust Agreement.

Section 8. Indemnification By Employer Of Classifications Covered By This Agreement.

The Employer, its successors and assigns, holds the employee covered by this Agreement harmless from and indemnified against any and all awards, judgments, damages and costs (including reasonable attorneys' fees) that may be incurred as a result of any claims, demands, suits or proceedings made or brought against the employee for any act or conduct of the employee within the scope of his or her employment during the course of his or her

employment by the employer, provided that such act or conduct was neither reckless nor undertaken by the employee with intent to commit fraud or to willfully violate the law or this Agreement.

Section 9. No Cite.

The parties hereto agree not to cite in any future arbitration proceeding or litigation the discussions, written exchanges, or proposals leading to the within agreement.

Section 10. Study Groups.

The parties hereto agree to form study groups on the following issues:

- (A) Press Agent on longer running shows.
- (B) Filing of/Adding to/Reducing contracts on a show in a manner intended to provide members with benefit eligibility/vesting.
- (C) The appropriate terms and conditions when multiple attractions are playing the same theater.
- (D) The establishment of a § 125B plan.

ARTICLE XIV TIERED TOURING PROGRAM

Section 1. Use.

Producers shall use best efforts to tour all qualifying shows under the appropriate Tier of this Agreement, it being understood that nothing herein shall preclude any Producer from licensing or otherwise alienating its rights.

Section 2. Qualification for Use of Tiered Touring.

The production's initial itinerary for each Booking Season (defined as the 52-week period beginning with the first paid public performance) must provide that a majority of its engagements are one week or less. No engagement may be longer than four (4) weeks, except as permitted under Equity Tiered Tours ("Equity Tiers"). Producer agrees to provide ATPAM with all documents and information that are provided to Equity for the purpose of showing a production's eligibility for application of the provisions under the Tiered Touring Program.

- (A) Musicals. Musicals that qualify under Equity Tiers shall qualify for ATPAM Tiers based upon the average weekly guarantee/flat fee according to the Equity provisions, like exclusions, adjustments and credits. The production's average weekly guarantee/flat fee can be no greater than the dollar figures outlined below (prior to any trucking or personnel

adjustments), plus a maximum of 10% of the Net Adjusted Gross Box Office Receipts (“NAGBOR”);

Effective October 1, 2018

Tier B: \$360,000

Tier C: \$344,000

Tier D: \$323,000

Thereafter, the amount(s) agreed upon between AEA and the League with respect to the applicable Tier.

(B) Plays. Plays that are approved under the Equity Tiers shall qualify for ATPAM Tiers based upon the average weekly guarantee/flat fee according to the Equity provisions, like exclusions, adjustments and credits.

(C) Notice. A producer must notify ATPAM at least 60 days prior to the first rehearsal and provide confirmation that the tour qualifies under Equity Tiers.

Section 3. Terms for the Tiered Touring Program.

Except as specified herein, all of the terms of this Agreement apply to all productions using the Tiered Touring Program.

(A) Salary

(1) Pre-Recoupment

MANAGERS	Sept 10, 2018	Sept 9, 2019	Sept 7, 2020	Sept 6, 2021	Sept 5, 2022
Tier B	\$1,663.48	\$1,713.38	\$1,764.78	\$1,817.72	\$1,872.25
Tier C	\$1,505.06	\$1,550.21	\$1,596.72	\$1,644.62	\$1,693.96
Tier D	\$1,346.63	\$1,387.03	\$1,428.64	\$1,471.50	\$1,515.65

(a) For engagements other than a series that has a regular subscription series of engagements longer than four weeks, a production may play Boston, Chicago, Las Vegas, Los Angeles, San Francisco, Toronto or Washington, D.C. for longer than four weeks, but in no case longer than 12 weeks. An Employee covered by this Agreement (“Employee”) earning less than three times the applicable minimum set forth in Article XI, Section 1, shall receive additional compensation equal to the difference between the minimum for the applicable tier and the applicable minimum set forth in Article XI, Section 1 above in addition to their contractual salary. This additional compensation will be effective after the earlier of four weeks or 32 performances and shall end at the conclusion of the engagement in such city; and

(b) If a production plays New York City, all Employees shall receive additional compensation equal to the difference between the minimum for their tier and the applicable minimum set forth in Article XI, Section 1 above in addition to their

contractual salary. This additional compensation shall be effective as of the first paid public performance in New York City and shall end at the conclusion of the engagement in New York City.

(2) Recoupment. Effective the week following Recoupment, minimum salaries will increase by 17%. The post-Recoupment rates are:

MANAGERS	Sept 10, 2018	Sept 9, 2019	Sept 7, 2020	Sept 6, 2021	Sept 5, 2022
Tier B	\$1,946.27	\$2,004.66	\$2,064.80	\$2,126.74	\$2,190.54
Tier C	\$1,760.92	\$1,813.75	\$1,868.16	\$1,924.20	\$1,981.93
Tier D	\$1,575.56	\$1,622.83	\$1,671.51	\$1,721.66	\$1,773.31

(3) NMAM. For all productions hiring a Non-Member Apprentice Manager (NMAM) after September 10, 2019, the NMAM wage shall be not less than 65% of the applicable minimum wage rate provided above for the Company Manager in the year the Producer employs the NMAM. (NMAMs on tour prior to the ratification of the terms of this Agreement shall not be negatively affected by the decrease in this rate from 75% of applicable minimum wage to 65% of applicable minimum wage.)

(B) In the event the Manager is laid off during the two and one half (2 ½) week period prior to the closing of the attraction, the affected Manager shall still participate in any Overage as provided in subparagraph 9 hereof.

(C) Health Fund. The Producer shall make contributions on behalf of each eligible employee to the League-ATPAM Welfare Fund, or its successor, as set forth in Article II, Section 6 of the MBA, the provisions of which are incorporated herein by reference.

(D) Pension Fund. The Producer shall make contributions to the League-ATPAM Pension Fund, or its successor, on behalf of each eligible employee at a rate of 8% of gross weekly salary. Article II, Section 6 of the MBA is incorporated herein by reference.

The parties recognize that the lower base minimum weekly wages due under this Tiered Touring Program would not impact League productions that enjoy and/or utilize a pension credit due from tax relief under the relevant provisions of the MBA, but might result in a lower contribution to the League/ATPAM Pension Fund from Non-League Producers/Productions that do not have/cannot utilize a credit under the tax relief system. Thus, if a Non-League producer wishes to utilize the terms of Tiered Touring, the League recognizes that ATPAM may require such Non-League producer to make a pension contribution in excess of the base weekly pension contribution required under Tiered Touring, and the League agrees that ATPAM may otherwise adjust/lower the compensation/benefit package (other than for Welfare Fund contributions) afforded that Non-League producer to make up the difference in the total package of compensation and benefits payable under Tiered Touring without triggering the terms and conditions outlined in the Most Favored Nations provisions of Tiered Touring.

(E) Annuity Fund. The Producer shall make contributions to the IATSE National Annuity Fund, or its successor, in an amount equal to 10.5% of gross weekly salary. Article II, Section 7 of the MBA is incorporated herein by reference.

(F) Per Diem.

Effective October 1, 2018: \$952/week (\$136 per diem).

Thereafter pursuant to the AEA/League Agreement.

(G) Hotel Reservations. There will be two official housing choices offered by the Producer. For each 26-week segment of the tour as of the first week in which official company housing is offered, the average cost of a single room at the hotels designated as the official housing choices, including all applicable taxes, shall not exceed \$81 effective October 1, 2018 and thereafter the “caps” in the AEA/League Agreement. If the average daily hotel cost of the lower cost hotel over a 26-week segment exceeds this “cap”, the difference will be reimbursed to the Employees on a pro-rata basis for those days that they Employee stayed in the lower cost official company housing; to be paid after each 13 weeks.

For example, if the “cap” is \$67 , and the average daily rate for a 26-week segment is \$70, an Employee who stayed in the lower cost company housing for all 182 days of such segment would be due \$3 times 182, or a total of \$546, while the Employee who stayed in the lower cost company housing for 120 days would be due \$3 times 120, or a total of \$360.

These payments shall be made after the 13th and 26th weeks, as follows: at the end of 13 weeks, the average cost of the lower cost hotel shall be calculated for the first 13 weeks and the Employee shall be paid any overage due for that period. At the end of 26 weeks, the average cost of the lower cost hotel shall be calculated for the entire 26 week period and the amount already paid for the first 13 weeks shall be subtracted from the total overage due the Employee for the full 26 week period.

Further, if there are any weeks within 26-week segment for which no company housing is offered (e.g., a lay-off), those weeks shall not be included in calculating the average daily rate. In such instances, the 26 weeks comprising a segment need not be consecutive. If the final segment of the Tour’s itinerary contains fewer than 26 weeks, the hotel average cap shall be calculated using the average of those final weeks.

(H) Overage Participation. Overage participation will begin with the first paid public performance. All Employees earning a contractual salary of less than three times the MBA minimum will be entitled to participate in the Producer’s share of Overage, as follows:

- (1) Overage shall be defined as weekly NAGBOR less the Producer's weekly guarantee (plus up to 10% NAGBOR) and the local presenter's expenses for that week;
- (2) In weeks in which there is "middle money" to the Producer, or when the production has a four-wall booking, Overage shall be calculated as if the engagement had been presented at the show's average weekly guarantee as established in determining its Tier;
- (3) Pre-Recoupment. Each eligible Employee shall receive .25% of the Producer's share of Overage, in addition to the Employee's contractual salary; and
- (4) Recoupment. Effective the week following Recoupment, each eligible Employee shall receive .325% of the Producer's share of Overage, in addition to their contractual salaries; and
- (5) The Employee shall receive Overage participation, if any, no later than the regular pay day in the week following the end of each fourth week of performances.
- (6) When the production has a four-wall booking, Overage shall be calculated as if the engagement had been presented at the show's average weekly guarantee as established by determining its Tier after actual deductions for Presenter expenses.
- (7) With respect to Tier Tours that include weeks subject to "Terms Deals", Overage participation to Managers in weeks that are subject to Terms Deals shall be calculated per the following, provided such tours involve 25% or fewer performance weeks on such Terms Deals:

NAGBOR, less the agreed upon expenses between the Presenter and Producer in the Settlement (e.g., advertising and labor costs); other actual documented expenses, if any; and the average Guarantee for the Tour, plus the average NAGBOR percentage established in the Average Weekly Guarantee (up to 10%). Where a simple percentage of the Producer's Documented Share of Overage is set forth in the Terms Deal, it shall be used in that market as the basis for calculating Overage Participation on such dates to the individual Manager (at 0.25% pre-recoupment and 0.325% post-recoupment, as outlined above). Where the Producer's Documented Share of the remainder of Overage for that market is not a straight percentage, the figure used for the purpose of calculating Overage Participation to the individual Manager shall be the average Producer Share percentage as is used for Overage on the guaranteed dates.

- a. For purposes of the overage calculation of Terms Deals weeks only, the average weekly guarantee for such weeks may not include weeks with less than eight performances, though the overall average guarantee for the Tiered Tour shall include guarantees for weeks with less than eight performances.

b. When the show plays a city on the Terms Deal, in addition to the settlement signed by the Producer and Presenter, ATPAM shall receive a statement outlining the following:

1. NAGBOR
2. The average Guarantee for the Tour
3. Actual expenses

c. Where a Tiered Tour includes Terms Deals in more than 25% of the weeks in a booking season, it shall not qualify for a Tier without the consent of ATPAM, which consent shall not be unreasonably withheld.

(I) Any production that closes for six (6) weeks or more and then reopens may qualify for an appropriate Tier as outlined in paragraph (B) above by submitting information for ATPAM's review no later than 60 days prior to the first rehearsal of the re-opened production.

(1) If a production closes pre-Recoupment and the production re-opens within six months, salaries and participation shall be paid at the pre-Recoupment levels for the applicable Tier. The cost of remounting such production shall be added to the unrecouped capitalization of the closed show to determine when Recoupment occurs.

(2) If a production closes post-Recoupment and the production reopens within six months, salaries and participation shall be paid at the post-Recoupment levels for its applicable tier.

(J) If the tour continues for a subsequent Booking Season (i.e., without closing and re-opening), the production may, by providing information demonstrating its qualification under (B) above at least thirty (30) days prior to the second or subsequent Booking Season, continue to qualify for a Tier, or qualify for a higher or lower Tier. The Producer shall give all Employees as much notice as possible of a change in Tier, but in no case less than thirty (30) days' notice.

(1) Should a production qualify for a higher Tier for its second or subsequent Booking Season, the salary of each Employee whose contractual salary is less than three times the MBA minimum, whichever applicable, shall be increased by the difference in the appropriate category minimums between the two Tiers.

(2) Should a production qualify for a lower Tier, no current Employee's salary shall be reduced, except as set forth below.

(a) Any Employee who joins the production after the change in Tier may be employed at the minimum salary for the applicable Tier. Replacement Employees engaged prior to the beginning of the new Booking Season may be contracted at the new Tier level.

(b) At the expiration of the Booking Season, the parties shall be free to negotiate any terms, including a reduction in weekly salary, provided such terms satisfy the minimum conditions of the applicable Tier.

(c) If the Producer gives at least 90 days' notice of a change to a lower Tier, Producer and any Employee may negotiate terms for continued employment in the new Booking Season, including a reduction in weekly salary provided such terms satisfy the minimum conditions of the applicable Tier. If the Employee declines to continue with the Production at a reduced salary after such change in Tier, upon such change the Producer will transport the Employee and baggage back to New York City or the Point of Organization or Place of Engagement, wherever the Employee chooses.

(3) If a production qualifies for a lower Tier, and an Employee gives eight weeks' notice of his or her intent to leave the tour, the Producer will transport the Employee and baggage back to the Point of Organization or Place of Engagement, wherever the Employee chooses.

(a) All other terms of each Employee's individual employment contract not inconsistent with the terms of the MBA as modified by the Tiered Touring provisions will remain in effect.

(b) A tour cannot move from a lower Tier to the full MBA without the written consent of ATPAM.

(4) Should a production transition from the full MBA to Tier, it may offer a guaranteed advance, up to a maximum of \$300 per week, against overage owed to Employees under this Agreement, provided that the new aggregate amount of pay, including the guaranteed advance, is no less than the applicable weekly salary of the respective Employees for the tour before the transition to Tier.

(K) All productions using the Tiered Touring terms shall provide status reports of progress towards Recoupment, submitted quarterly or whenever delivered to others and supporting documentation, e.g., Weekly Box Office Statements upon request by ATPAM.

(L) ATPAM has the right to audit, at its expense, any production using Tiered Touring in accordance with standard business practices. ATPAM, at its option, may elect to adopt the findings of any such audit conducted by Actors' Equity Association.

Section 4. Most Favored Nations.

ATPAM shall grant the League most favored nations status with regard to touring arrangements in accordance with the side letter between the League and Actors' Equity Association.

Section 5. 7/9 Performance Schedule.

A Tiered tour may schedule seven performances in one week and nine performances in a contiguous week of an engagement of two weeks or longer or in two different engagements provided however, there is a full day off between the two weeks and a full day off immediately following the nine performance week. No additional compensation will be required for the ninth performance or the 7th consecutive day.

ARTICLE XV SHORT ENGAGEMENT TOURING PROGRAM

Section 1. Qualification.

The production's initial itinerary for each Booking Season (defined as the 52-week period beginning with the first paid public performance) must provide that a majority of its engagements are one week or less. No engagement may be longer than four (4) weeks, except as permitted under Equity Short Engagement Touring ("Equity SET"). Producer agrees to provide ATPAM with all documents and information that are provided to Equity for the purpose of showing a production's eligibility for application of the provisions under the Short Engagement Touring Program.

(A) Musicals

Musicals that qualify under Equity SET shall qualify for ATPAM SET based upon the average weekly guarantee/flat fee according to the Equity provisions, like exclusions, adjustments and credits. The production's average weekly guarantee/flat fee can be no greater than the dollar figures outlined below (prior to any trucking or personnel adjustments), plus a maximum of 10% of the NAGBOR.

Effective October 1, 2018: \$310,000

Thereafter, the amount(s) agreed upon between AEA and the League with respect to the applicable Tier.

(B) Plays

Plays that qualify under the Equity SET shall qualify for ATPAM SET based upon the average weekly guarantee/flat fee according to the Equity provisions, like exclusions, adjustments and credits. Effective October 10, 2018, a dramatic production must have an average weekly guarantee/flat fee (prior to any trucking or personnel adjustments) of \$200,000 per week or less plus a maximum of ten percent (10%) of NAGBOR. Thereafter, the threshold shall be the amount(s) agreed upon between AEA and the League with respect to SET.

(C) Notice

A producer must notify ATPAM at least 60 days prior to the first rehearsal and provide confirmation that the tour qualifies under Equity SET.

Section 2. Salary and Benefits.

(A) Salary

(1) Pre-Recoupment: SET Rates

Sept 10, 2018	Sept 9, 2019	Sept 7, 2020	Sept 6, 2021	Sept 5, 2022
\$1,108.42	\$1,141.67	\$1,175.92	\$1,211.20	\$1,247.54

(2) Post-Recoupment SET Rates:

Sept. 10, 2018	Sept 9, 2019	Sept. 7, 2020	Sept. 6, 2021	Sept. 5, 2022
\$1,296.86	\$1,335.77	\$1,375.84	\$1,417.12	\$1,459.63

(3) Overage

(a) Beginning with the first paid public performance, all Employees earning a contractual salary of less than three times the full contractual minimum salary are entitled to participate in the Producer's share of Overage.

(b) Pre-Recoupment. Each eligible Employee shall receive .275% of the Producer's share of Overage.

(c) Recoupment. Effective the week following Recoupment, each eligible Employee shall receive 0.4% of the Producer's share of Overage.

(d) Overage shall be calculated the same as in Equity SET.

(B) The Health, Pension and Annuity provisions for Tiered Touring shall apply to SET.

Section 3. Housing.

(A) The production must offer one hotel choice, offering single or double occupancy housing accommodations, at Employee's option, and at no cost to Employee when Employee is more than 50 miles from his/her Place of Residence. If the hotel provides a compensatory room to the Employee for the engagement, he or she shall be entitled to per diem. However, for pre-production work in NY, LA, Chicago or San Francisco, per diem shall only be provided to Employees employed more than 70 miles from Place of Residence, at Producer's option, either \$50 per day reimbursement for housing or single occupancy housing within reasonable commuting distance to rehearsal at no cost to employee.

(B) The Employee must declare his or her Place of Residence at time of hiring.

(C) The hotel choice and room shall be no less as those offered to the actors.

(D) Employee should receive six (6) weeks advance notice of the hotel option in each city, and the Employee should within two (2) weeks indicate either acceptance of the

provided housing, double or single occupancy, or the Employee's preference to arrange for his or her own accommodations. Failure to notify relieves the production of any responsibility to provide housing, except where the Company Manager is required to stay at the hotel pursuant to Equity Rule 72(E).

Section 4. Per Diem.

When the Employee is required to be more than 50 miles away from the Employee's Place of Residence, a per diem payment to the Employee shall be made as follows:

- (A) If the Employee does not accept the Producer-provided housing, the amount specified in the AEA/League SET Agreement.
- (B) If the Employee elects to accept the Producer provided single-occupancy housing, the amount specified in the AEA/League SET Agreement.
- (C) If the Employee elects to accept the Producer provided double-occupancy housing, the amount specified in the AEA/League SET Agreement.
- (D) Per diem on a Day of Travel at the close of Tour or Layoff. Travel back to Place of Residence or Place of Engagement at the close of a tour or on a layoff requires per diem on the following schedule:
 - (1) If Employee is scheduled to arrive at the destination terminal at or before 4:00 p.m. (local time), Employee will receive twenty percent (20%) of the above per diem rates at Section 4 of this Article.
 - (2) If Employee is scheduled to arrive after 4:00 p.m., Employee will receive forty-five (45%) of the above per diem rates at Section 4 of this Article.
- (E) Subsequent increases in per diem, as per the amount specified in the AEA/League SET Agreement.

Section 5. Performances/Performance Schedule.

- (A) Performances in excess of eight (8) in one week shall not require additional payment as long as no more than thirty-two (32) performances are scheduled in any four (4) consecutive playing weeks. In the first and last six (6) weeks of a tour, however, the Producer may schedule up to forty-eight (48) performances. In any case, no more than nine (9) performances may be scheduled in any one week period. An additional three-sixteenths (3/16) of actual weekly salary shall be paid for each performance in excess of thirty-two (32) during the four (4)-week period and no other premiums shall be due.
- (B) The Producer may change the performance schedule with one week written notice and two weeks' notice to change the scheduled day off.

Section 6. Layoffs.

(A) Based on the itinerary for the Booking Season (defined as the 52-week period beginning with the first paid public performance), Producer may elect to lay-off the Employee without compensation, per diem or benefits, for a number of weeks equivalent to twenty-five percent (25%) of the total number of weeks in the Booking Season, rounded to the nearest week. Should such lay-off take place, the Producer shall not, during said period, be entitled to the services of the Employee. If a Manager is paid one-half week's contractual salary with the full weekly health contribution for each week of layoff, prior to the resumption of the production, the Employee shall provide limited services during such lay-off. In addition, Producer may lay-off the Employee for one-half (1/2) week if contiguous to a full layoff week, subject to the foregoing regarding the provision of services.

(B) A production may take up to an additional four (4) weeks of layoff by providing full per diem and health contributions on behalf of each Employee.

(C) No layoff shall be longer than four (4) weeks.

(D) Four (4) weeks' notice must be given to each covered Employee prior to a layoff, but if such notice is not given for any reason (other than for a lost booking, which requires two (2) weeks' notice):

(1) A layoff taken within the twenty-five percent (25%) (as in 1 above) shall be considered a "per diemed layoff" with per diem and health per 2, immediately above.

(2) For a layoff taken beyond the twenty-five percent (25%) (as in 1 above), full salary, benefits, and per diem shall be due.

(E) In the event of a lay-off, Producer must return Employees to their Place of Residence or to the Employee's Place of Engagement, at the Employee's option.

Section 7. Transition from MBA /Tier.

A production may transition from the full MBA and the Tiered Touring Arrangement (B-D) to SET provided the transition qualifies under Equity SET and under the following terms and conditions:

(A) If a full MBA or Tiered Tour continues for a subsequent Booking Season (i.e., without closing and re-opening), the production may transition to the SET Agreement by notifying ATPAM at least 30 days prior to the subsequent Booking Season that it qualifies under Equity SET.

(B) Should a production qualify for SET from the full MBA or Tiers for its subsequent Booking Season, an Employee on the tour may not have his or her salary reduced, except

(1) An Employee must be provided the opportunity to leave the Tour once it converts from the full MBA or Tiered Tour to a SET tour. Such Employee must give the Producer notice no later than 15 days following notice by the Producer of intent to transfer to SET.

(2) If an Employee gives timely notice his/her intent to leave the tour, the Producer will transport the Employee and baggage back to the Place of Residence or Place of Engagement, at Employee's option.

(3) Should a production transition from the full MBA or Tier to SET, it may offer a guaranteed advance, up to a maximum of \$300 per week, against overage owed to Employees under this Agreement, provided that the new aggregate amount of pay, including the guaranteed advance, is no less than the applicable weekly salary of the respective Employees for the tour before the transition to SET.

(C) Employees who join the production after the change to SET may be contracted at the new SET.

Section 8. Most Favored Nations.

ATPAM shall grant the League most favored nations status with regard to touring arrangements in accordance with the side letter to be negotiated between the League and Actors' Equity Association

Section 9. Other Terms.

Any other terms and conditions for Tiered Tours shall apply to SET.

ARTICLE XVI - DURATION

This Agreement, as hereinafter modified and amended, shall continue in full force and effect through September 10, 2023.

The dates fixed for the giving of notice of the reaching of an agreement may be extended by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

ASSOCIATION OF THEATRICAL PRESS
AGENTS AND MANAGERS, UNION NO.
18032, AFL-CIO

By 
David Calhoun, President

By 
Nick Kaledin, Secretary/Treasurer

THE BROADWAY LEAGUE INC.

By 
Scott Irgang, Director of Labor Relations

BONDING
Sideletter 1



THE LEAGUE OF AMERICAN THEATRES AND PRODUCERS, INC.
226 West 47th Street, New York, NY 10036
tel: 212-703-0227 fax: 212-921-3254

Seth M. Popper
Director
Labor Relations

March 7, 2006

Mr. Gordon Forbes
Secretary-Treasurer
ATPAM
1560 Broadway
New York, NY 10036

Dear Gordon:

This side letter confirms that the League of American Theatres and Producers (the "League") and the Association of Theatrical Press Agents and Managers ("ATPAM") recognize the important function of bond posting requirement set forth in Article IV, Section 8 in the League/ATPAM Memorandum of Agreement and Article II, Section 8 of the League/ATPAM Minimum Basic Agreement (collectively the Agreements), and further that such bond posting shall, effective as of the date above shall be administered as follows:

1. No bond shall be required on any show produced by a League member(s) if such League member has been either (a) a general partner of a limited partnership; or (b) a managing member of a limited liability corporation (hereinafter a "Lead Producer") that has previously produced a show covered by a collective bargaining agreement with ATPAM on which there has been no default. "Default" shall be defined as a failure to pay compensation or benefits in a circumstance where there has been no *bona fide* dispute that such payments were due under the applicable Agreement(s).
2. A bond of three weeks of employment, including salaries, authorized expenses, and welfare and pension benefit payments, shall be required on all shows with a Lead Producer who has previously been a Lead Producer on a show covered by the Agreement(s) on which there was a Default. In all other circumstances under which a bond may be required under this Agreement, a bond of two weeks of employment, including salaries, authorized expenses, and welfare and pension benefit payments, shall be required.
3. Any Lead Producer who is not required to post a bond as surety under the Agreements pursuant to paragraph 1 shall be required to execute a letter of guaranty in the form attached hereto as Exhibit A. Such letter of guaranty shall be administered by the Union in the same manner as would a bond, as outlined below. ATPAM shall provide the League with the

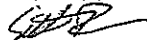
name(s) of the League Producer(s) who are party to a letter of guarantee. To the extent the Union provides the League with copies of those letters of guaranty received by ATPAM pursuant to this side letter, The League shall promptly provide ATPAM with written notice in the event a party to a then currently effective letter of guarantee is no longer a League member.

4. In the event the Union elects to continue to hold a bond after receipt of written notice from the League or the Producer of the closing of a production and/or the conclusion of ATPAM member(s) employment in connection with such production, the parties agree that:
 - a. They shall cooperatively and expeditiously secure all clearances and review and reconcile any alleged liabilities so that the bonds are returned as soon as possible after the show closes and employment ceases.
 - b. If the League-ATPAM Pension Fund and/or the League-ATPAM Welfare Fund (the "Funds") elect(s) to audit a closed production in accordance with the guidelines agreed upon by the Board of Trustees of the Funds, the bond on that such show may be held pending the results of such audit if
 - i. the Funds issue a letter requesting such audit within seven (7) calendar days of the later of written notice to the Union of the closing of such production or the submission of final remittance reports by the employer to the Union;
 - ii. the Funds' audit proceeds and on-site review is completed within 45 days after the issuance of the Funds' letter; and
 - iii. the results of the Funds' audit are completed and released to ATPAM and the production within one week after the Funds' completion of any on-site review.
 - c. If the bond has been held pending the Funds' audit, and the audit results in any amount in dispute, ATPAM may retain only that portion of the bond that is in dispute, and shall return the portion of the bond representing the difference between the total bond and the amount in dispute.
 - d. If the bond has been held pending the Funds' audit, the full bond shall be returned at such time as there are no liabilities outstanding based on the parties' review of the Funds' audit.
 - e. The costs of the Funds' audit shall be paid in accordance with the then prevailing Funds' Audit Guidelines.
 - f. Except for good cause, notwithstanding the representations made above, all bonds shall be released and returned no later than three months after the submission of final remittance reports by the employer to the Union.

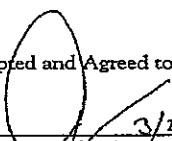
g. A copy of all notice(s) required to be sent to ATPAM pursuant to this paragraph 4 shall also be copied to the Funds.

Please indicate your agreement by executing below. Thank you.

Very truly yours,


Seth M. Popper

Accepted and Agreed to:



Gordon Forbes
Secretary-Treasurer
ATPAM

3/23/06

EXHIBIT A

ATPAM
1560 Broadway, Suite 700
New York, NY 10036

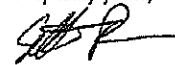
RE: *(Insert Production)*

Dear Sir/Madam:

In consideration of exempting the above-referenced production from the bond posting requirement set forth in Article IV, Section 8 of the Memorandum of Agreement ("MOA") between ATPAM and the League of American Theatres and Producers, Inc. (the "League") and Article II, Section 8 of the Minimum Basic Agreement between ATPAM and the League (the "MBA"; the MOA and MBA are collectively referred to as the "Agreements"), and the parties side letter thereto dated March 7, 2006 (the "Side Letter"), please accept this letter guaranteeing payment from the individual(s) that has(ve) executed below who, by my/our signature, represent that they are either a general partner(s) of a limited partnership or a managing director(s) of a limited liability corporation producing the above-referenced production (the "Guarantor(s)").

By our execution of this letter, the Guarantor(s) guarantee(s) to pay any obligation(s) due under the Agreements on which the production has defaulted, as defined in the Side Letter. Any and all disputes between ATPAM and the below-signed Guarantor(s), including, but not limited to, the interpretation and/or application of this letter or the rights and obligations created by this letter, shall be referred to final and binding arbitration pursuant to the relevant provisions of the Agreements.

Very truly yours,



Seth M. Popper

cc: Bernie Plum, Esq.
Vincent Pitta, Esq.

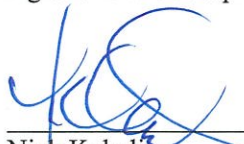
Non-Member Apprentice Manager (NMAM)
Sideletter 2

AGREEMENT between the ASSOCIATION OF THEATRICAL PRESS AGENTS AND MANAGERS, Local 18032, IATSE, AFL-CIO, CLC and THE BROADWAY LEAGUE, INC.

1. A Non-Member Apprentice Manager (NMAM) may be employed when a member is hired per the Minimum Basic Agreement (MBA) between ATPAM and the League. A Standard Individual Contract of Employment (SICE) must be filed by the Employer and, at the same time as the contract is filed, the NMAM must pay a registration fee of \$250 (which is applicable toward the initiation fee for membership).
2. It is the intent of the parties to employ individuals working as apprentice Managers on NMAM contracts.
3. To be eligible for membership in the Union, NMAM candidates must accumulate at least 52 credit weeks on valid contract(s) over a period of not less than two and not more than three consecutive seasons. No fewer than ten (10) credit weeks must be accumulated in each season and no more than 42 credit weeks may be accumulated in one season. Any NMAM who fails to complete the program within three consecutive seasons shall be removed from the program. Each season shall be considered as starting Labor Day. Following accumulation of 52 credit weeks, all NMAM's must pass an oral and written test for Union admission.
4. During any of the two or three years of employment as NMAM's, each NMAM must be paid not less than fifty percent (50%) of the applicable minimum salary for any work on contract, with the exception of touring contracts under either the Tier or SET agreement, on which the NMAM must be paid at least sixty-five percent (65%) of the applicable ATPAM minimum for a Tier tour and at least seventy-five percent (75%) of the applicable ATPAM minimum for a SET Tour. It is understood that salaries stated are minimums and nothing shall prevent a NMAM from negotiating a higher salary. It is also understood that NMAMs on a Tier tour prior to the ratification of the terms of this Agreement (September 19, 2018) shall not be negatively affected by the decrease in this rate from 75% of applicable minimum to 65% of applicable minimum. All NMAM's shall be paid all applicable benefits to which all Managers are entitled under the Minimum Basic Agreement, including, but not limited to vacation pay, holiday pay, welfare and per diem, except that NMAM's will not receive pension credit nor shall annuity contributions be made on their behalf.
5. Both parties agree that they will cooperate in every way to see that salaries and applicable employee benefits are paid in accordance with all contracts filed and in compliance with all State and Federal regulations. Any NMAM holding a contract who is not acting in accordance with this agreement will lose two weeks credit for each week of non-compliance and any member who knowingly allows such a condition to exist will be fined by the Union.
6. It is agreed that only the persons under contract may cover performances as Company or House Managers; it is a basic premise of this agreement that any other persons not enrolled in this program may not perform such services.

7. NMAM's under contract shall be limited as follows: three each to the Shubert Organization and the Nederlander Producing Company of America and two to Jujamcyn Theatres. Additionally, a Producer or General Manager may employ a total of one NMAM per production (i.e. one NMAM for PHANTOM Broadway, one NMAM for First National Tour of PHANTOM, one NMAM for Second National Tour of PHANTOM, etc.)
8. NMAM's will not be required to pay annual membership dues to the Union; however, all persons under contract will pay 3% working dues assessment.
9. This agreement shall be effective as of September 10, 2018 and shall be in effect through September 10, 2023.
10. The Union will hold seminars which shall be obligatory for all NMAM's and will be open to all members. Notice of these seminars will be sent to Union members, the idea being to make the Manager's Chapter in general a better informed group more in touch with changing conditions in the industry.
11. A sub-committee representing both sides will be responsible for administration, seminars and tests for membership. All expenses incurred in running the program shall be shared equally.
12. Both parties stipulate that this agreement applies only to those situations in New York and the road paying Broadway scale.
13. In the event of any claim, dispute, misunderstanding, controversy or conflict arising out of the interpretation of any clause of this Agreement, either party may seek restitution under the Adjustment Committee and Arbitration Provisions of the MBA.
14. A copy of this Agreement will be attached to each NMAM's contract of employment prior to signing.
15. In the event the Employer shall desire to terminate an NMAM, the Employer shall give at least two (2) weeks' notice in writing of the intention to terminate the employee, except for Dismissal for Cause, in which case no notice shall be required.

Agreed to and accepted by:



 Nick Kaledin
 ATRAM

4.4.19

 Date



 Scott Irgang
 The Broadway League

4/3/19

 Date

Letter of Understanding re:
AEA 2nd Assistant Stage Managers
Sideletter 3

Keith Halpern
Director of Labor Relations
Broadway League
729 7th Avenue
New York, NY 10036

Re: Letter of Understanding

Dear Mr. Halpern,

This to confirm the parties' agreement in connection with the negotiation of the collective bargaining agreement for the term September 6, 2009 through September 8, 2013 ("The Current Agreement").

Nothing in the negotiations for the Current Agreement shall be interpreted to have diminished ATPAM's jurisdiction over the duties and functions of the managers covered by that agreement. Similarly, the League shall not interpret any agreement with any other union to have modified in any respect the contractual jurisdiction of ATPAM managers or otherwise serve as a precedent as to ATPAM's jurisdiction.

When on musical tour governed by the SET agreement, the second assistant stage manager is permitted, under the Equity Agreement, to assist the Company Manager "by developing information regarding venues, travel and accommodations for the company and the crew" he or she shall do so in accordance with the Company Manager's instructions.

Please sign in the space provided below, if the foregoing accurately confirms the parties' agreement concerning the above.

Very truly yours,

Nick Kaledin

ACCEPTED and AGREED:

Keith Halpern Date

Nederlander House Manager Severance Pay
Sideletter 4

SPIVAK, LIPTON, WATANABE, SPIVAK & MOSS LLP

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1700 BROADWAY
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APRIL D. HARRIS
ERIC R. GREENE
GILLIAN COSTELLO

October 1, 1997

OF COUNSEL
STEVEN M. HOCHBERG
MICHAEL GEFFNER

*ALSO ADMITTED IN D.C.
*ALSO ADMITTED IN CT.
*ALSO ADMITTED IN N.J.
*ALSO ADMITTED IN IL.
*ALSO ADMITTED IN VA.

Bernard M. Plum, Esq.
Proskauer Rose LLP
1585 Broadway
New York, New York 10036-8299

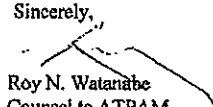
Re: League of American Theatres and
Producers, Inc. and ATPAM

Dear Bernie:

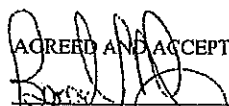
During the course of negotiations between The League of American Theatres and Producers, Inc. and Association of Theatrical Press Agents and Managers, Union No. 18032, I.A.T.S.E., AFL-CIO for a successor agreement effective January 1, 1996, the parties agreed that in the case of termination of a House Manager employed by the Nederlander Organization in Los Angeles only, severance pay otherwise payable pursuant to Article V, Section 3(D) of the MBA shall be paid at the rate of one(1) day's pay for each eight (8) weeks' employment up to a maximum of six (6) days' pay for each year of employment.

If the foregoing accurately reflects the understanding reached by the parties, please indicate your agreement thereto by signing in the space provided below.

Sincerely,


Roy N. Watanabe
Counsel to ATPAM

AGREED AND ACCEPTED:


Bernard M. Plum, Esq.
Counsel to the League of American
Theatres and Producers, Inc.

Covered Theatres for House Managers
Sideletter 5

SPIVAK, LIPTON, WATANABE, SPIVAK & MOSS LLP

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ERIC R. GREENE
GILLIAN COSTELLO

OF COUNSEL
STEVEN M. HOCHBERG
MICHAEL GEFFNER

October 2, 1997

Bernard M. Plum, Esq.
Proskauer Rose LLP
1585 Broadway
New York, New York 10036-8299

Dear Bernie:

Re: League of American Theatres and Producers, Inc. and ATPAM

During the course of negotiations between the League and ATPAM for a successor agreement effective January 1, 1996 the League raised a concern that the MBA's provisions governing House Manager employment not be extended by ATPAM to cover theaters operated by League members outside New York where ATPAM does not currently have agreements (or in the past had agreements) which such theater operators. Furthermore, the League expressed its concern that as respects Company Manager and Press Agent employment, the Union not interpret the MBA to apply to such productions, attractions and presentations except as it has historically applied the MBA's provisions in the past. Similarly, ATPAM expressed its concern that some League members were not honoring the provisions of the MBA.

The parties have agreed to resolve their differences as follows:

1. Notwithstanding anything to the contrary contained in any provision of the MBA, ATPAM agrees that, with respect to House Manager employment outside of New York City, the provisions of the MBA shall apply, in the case of League members, only to theaters operated by League members outside of New York City which either currently employ a House Manager pursuant to MBA or which employed a house manager pursuant to the MBA at any time on or after January 1, 1992.

Bernard M. Plum Esq.
October 2, 1997
Page Two

2. Notwithstanding anything to the contrary contained in any provision of the MBA, ATPAM agrees that, with respect to the employment of Company Managers and Press Agents employed by League members, the MBA shall apply only to such productions, attractions and presentations consistent with past practice.

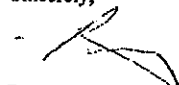
3. Nothing contained herein shall affect the right of the League or ATPAM to raise the subject of this understanding in negotiations following the expiration of this agreement.

4. Nothing contained in this agreement or in the MBA shall diminish the right of ATPAM, or act as a contract bar or other limitation on the right of ATPAM, lawfully to seek recognition as the bargaining agent of the employees of any League member not bound by the MBA as a result of this agreement.

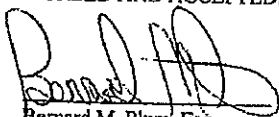
5. During the life of this agreement, the parties shall meet and confer for purposes of discussing jurisdictional issues.

If the above terms accurately reflect your understanding of our agreement on this matter, please sign in the space provided below.

Sincerely,


Roy N. Watanabe
Counsel to ATPAM

AGREED AND ACCEPTED:


Bernard M. Plum, Esq.
Counsel to the League of American
Theatres and Producers, Inc.

Gross Earnings
Sideletter 6

SPIVAK, LIPTON, WATANABE, SPIVAK & MOSS LLP

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OF COUNSEL
STEVEN M. HOCHBERG
MICHAEL GEFFNER

October 1, 1997

Bernard M. Plum, Esq.
Proskauer Rose LLP
1585 Broadway
New York, New York 10036-8299

Re: League of American Theatres and
Producers, Inc. and ATPAM

Dear Bernie:

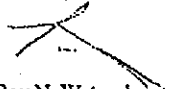
During the course of negotiations between The League of American Theatres and Producers, Inc. and Association of Theatrical Press Agents and Managers, Union No. 18032, I.A.T.S.E., AFL-CIO for a successor agreement effective January 1, 1996, the parties agreed that the term "gross weekly earnings", as appears in Article II, Section 6 (Annuity), shall not include any compensation granted to employees but not required under the Agreement (sometimes referred to as overscale payments). Notwithstanding the foregoing, it is agreed that any employee on whose behalf annuity contributions have been made by employers on overscale payments prior to October 1, 1997 shall continue to have such contributions made on his or her behalf. It is understood that nothing herein shall prevent an employee from obtaining terms more favorable than those provided herein.

SPIVAK, LIPTON, WATANABE, SPIVAK & MOSS LLP

Bernard M. Plum, Esq,
October 1, 1997
Page Two

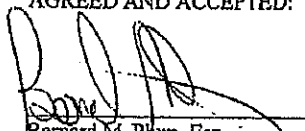
If the foregoing accurately reflects the understanding reached by the parties, please indicate your agreement thereto by signing in the space provided below.

Sincerely,



Roy N. Watanabe
Counsel to ATPAM

AGREED AND ACCEPTED:



Bernard M. Plum, Esq.
Counsel to the League of American
Theatres and Producers, Inc.