

# MEMORANDUM OF AGREEMENT

between

The International Alliance of Theatrical Stage Employees,  
Moving Picture Technicians, Artists and Allied Crafts  
of the United States, Its Territories and Canada, AFL-CIO, CLC  
and

# ATPAM

and

## THE BROADWAY LEAGUE, INC.

SEPTEMBER 10, 2018 THROUGH SEPTEMBER 10, 2023



THE ASSOCIATION OF THEATRICAL PRESS AGENTS AND MANAGERS  
IATSE/AFL-CIO, CLC UNION #18032

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## MEMORANDUM OF AGREEMENT

This Collective Bargaining Agreement made as of September 10, 2018 and which will terminate on September 10, 2023 (hereinafter referred to as the "Memorandum of Agreement" or the "Agreement"), by and between, the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists, and Allied Crafts of the United States, Its Territories, and Canada, AFL-CIO, CLC (hereinafter referred to as the "IATSE"), Association of Theatrical Press Agents and Managers, Local #18032, IATSE, AFL-CIO, CLC (hereinafter referred to as "ATPAM") and 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", as defined below, agree as follows:

WITNESSETH:

WHEREAS, the membership of the IATSE and ATPAM (hereinafter referred to individually and jointly as the "Union") includes persons employed as Press Agents and Associate Press Agents engaged in preparation and dissemination of publicity, public relations, and marketing in enterprises 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 League collectively bargains on behalf of its member who utilize the services of employees in one or both 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 - CONTRACT ADMINISTRATION

This Memorandum of Agreement, as well as any standard individual contract of employment entered between an Employer and Employee, shall be administered jointly by IATSE and ATPAM.

### ARTICLE II - ENGAGEMENT OF PRESS AGENT

#### Section I. Employment of Press Agent

The Producer shall employ a Press Agent for each attraction.

Section 2. Producer's Option to Engage a Press Agent Agency

(A) Notwithstanding anything in this Memorandum of Agreement to the contrary, rather than employing a Press Agent on an attraction the Producer may, at its option, instead engage the services of a Press Agent Agency, which shall be defined as two or more Press Agents operating a corporation, partnership, or sole proprietor with employee(s) that holds itself out as doing business for the purposes of preparing and disseminating publicity for a theatrical production.

(B) If the Producer engages the services of a Press Agent Agency, it shall do so at a cost no less than the total collective bargaining costs associated with the employment of a Press Agent under the terms and conditions of this Memorandum of Agreement.

(C) Producers who engage the services for a show of a Press Agent Agency that is a signatory to this Memorandum of Agreement should, upon written request of the Press Agent Agency in the form annexed hereto as Appendix A, utilize the following procedures with respect to payroll processing and benefit contributions:

(1) The Producer shall advance and arrange for the posting of the bond with the IATSE, as outlined in Article IV, Section 8. Upon receipt of the bond, the IATSE will issue the appropriate contract(s) to the Press Agent Agency, which will be filed with the IATSE and administered jointly by the IATSE and ATPAM.

(2) The Producer shall arrange for the processing of Agency payrolls for Press Agents (Senior and/or Associate(s)) employed by the Agency by the Producer's designated payroll service, and the remitting of reports and contributions to the League-ATPAM Pension and Welfare Funds, or their successors, and the IATSE National Annuity Fund (collectively, the "Funds") for Press Agents employed by such Agency. The Agency shall submit to the Producer a weekly itemized invoice of press agent services pursuant to the terms and conditions outlined in this Agreement, rendered for the production. The Producer shall then remit to the payroll service, for each Press Agent and/or Associate(s) employed by the Agency, the amount provided for in paragraph (B), above. This amount includes gross salary, pension, vacation, annuity, welfare, dues (pursuant to the terms outlined in this Agreement), and appropriate Federal, State, Local taxes, minimum FICA, Medicare, and any other payroll related taxes, State Unemployment Insurance, and Federal Unemployment Insurance, State Disability Insurance, State Workers Compensation Insurance and any other required employment payments related to the employees employed by the Press Agent Agency. It is understood that the Union and/or the Funds' Trustees may recover from the Producer any unpaid contributions that have been withheld by the Producer from an Agency.

(3) The Agency shall submit to the Producer, with copies to the Administrator of the League-ATPAM Pension and Welfare Funds and the IATSE Annuity Fund, a request form (Appendix A), identifying the names and social security numbers of each individual employed by the Agency to work on the show as a Press Agent and/or Associate and who is entitled to have contributions made by the Agency to the Funds on his/her behalf. The Producer will then make the required

contributions on the Agency's behalf and will receive .045 pension credit on behalf of the Agency for productions playing in .045 theaters in New York City and for touring productions eligible for .045 road credit.

(4) In accordance with the terms and conditions of Article IV, Section 2, upon the execution of Appendix A as provided for above, the Producer agrees to deduct Union working dues.

(D) With respect to any limited run, non-legitimate theatrical attractions, Employers shall retain discretion whether to engage a Press Agent. 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 XII, Section 1; vacation pay pursuant to Article IV, Section 6 and any applicable additional compensation which may be payable pursuant to Article VI, Section 1(B);

(2) applicable benefit fund contributions shall be made by the Employer pursuant to Article IV, 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 V.

### **ARTICLE III - SCOPE OF THE AGREEMENT**

#### *Section 1. Application.*

(A) 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.

(B) 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 Press Agents shall apply only to such types of productions, attractions and presentations consistent with past practice.

(C) 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.

(D) This Memorandum of Agreement constitutes the only existing agreement between the parties hereto regarding Press Agent employment and all previous agreements and amendments, including any agreements between the League and ATPAM, excluding any and all side letters executed by and between ATPAM and the League, are hereby superseded. All side letters between ATPAM and the League existing as of the parties' execution of this Memorandum of Agreement are hereby incorporated by reference into this Memorandum of Agreement.

### 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 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 parties shall use the standard individual contract of employment attached hereto as Appendix B as and for the individual contract between the Employer and the Employee.

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

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

### Section 4. Services Rendered in Preparation of Stock.

The Employer 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 ATPAM to sister unions affiliated with the IATSE, AFL-CIO, CLC.

**ARTICLE IV - GENERAL TERMS**

*Section 1. Who May Be Employed.*

(A) It shall be a condition of employment that all Press Agents, Associate Press Agents, and local area Press Agents 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 Press Agent. Failure of the 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,

Local 18032, IATSE, AFL-CIO, CLC, 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 or Company Manager for Press Agents employed by the attraction, or, when the requirements of Article II, Section 2(C) have been met, on the behalf of the Press Agent Agency if the attraction engages a Press Agent Agency that is signatory to the collective bargaining agreement to provide Press Agent services.

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., AFL-CIO, CLC, 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.

(A) Subject to the right of the Producer to engage a Press Agent Agency pursuant to Article II, Section 2 above, 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 Producer or his or her agents anywhere in the United States or Canada, a Press Agent, shall be employed at all times, except for Press Agent on tour for the last week(s) of tour as prescribed in Article V, Section 8(C), or New York Press Agent under terms of Article V, Section 3. When a producer elects to engage a Press Agent Agency pursuant to Article II, Section 2 above, the Press Agent Agency shall be so obligated.

(B) The terms and conditions of this Section 3 shall apply equally to a Press Agent Agency that is signatory to this Agreement.

(C) For conditions governing the Producer's obligation(s) during layoff weeks when it elects to engage a Press Agent Agency pursuant to Article II Section 2, see Article VII, Section 4(C).

*Section 4. Layoffs*

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

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

(1) Point of Organization. Provided Producer shall have given to the Press Agent two consecutive weeks of employment prior thereto, and gives to the Press Agent two consecutive weeks of employment subsequent thereto, the Producer shall have the right to lay off the Press Agent 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 Press Agent 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 Press Agent. However, if the employee is paid one-half week's contractual salary at the time of layoff, 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 Press Agent is paid per diem. Should such layoff take place, the Producer shall not, during said period, be entitled to the services of the Employee. However, if the Employee is paid one-half week's contractual salary at the time of layoff, the Employee 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 Press Agent is paid per diem and is given written notice at least two (2) weeks in advance of the anticipated layoff. 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. In addition, health contributions will continue to accrue.

(3) Transportation. If the Producer elects to lay off the Employee, the Employee shall be entitled either to transportation to New York City or the 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. 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 Employee. 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.

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

(a) The Press Agent 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) Press Agent 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) Press Agent 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) week's contractual salary in lieu thereof to Press Agent, 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 return Press Agent 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 Press Agent per diem as follows:

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

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

(7) Article IV(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 an amount equal to eight and one-half (8½%) percent of gross earnings as vacation pay.

(B) Welfare Fund

(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:

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

(C) Pension Fund

(1) The Employer shall contribute an amount equal to eight (8%) percent of the gross weekly salary, including vacation allowances, for each of its employees covered by the agreement to 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) Credits may be used only for road shows or other productions which commence within the season in which the production closes or in the season immediately following such closing. For the purpose herein a season is defined as commencing July 1st and ending June 30th. 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) 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 or a National Tour producer (so long as the conditions set forth in (e) 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 1<sup>st</sup> 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.

(D) The parties agree to waive the provision of the New York City Earned Safe and Sick Time Act

*Section 7. Annuity.*

The Employer shall contribute to the IATSE National Annuity Fund, or its successor, an amount equal to 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 the Union, nor at any one time discharge the duties of more than one position within the classification of services under the jurisdiction of the Union, except for multiple employment of Press Agents, as provided for in this agreement.

(B) The duties of Press Agent 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, plus \$1,500 for Press Agent Expenses. 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 bonding obligations when a Producer engages the services of a Press Agent Agency that is signatory to this Agreement, see Article II, Section 2(C)(1) above. 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 sideletter 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 workweek 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 "C" 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 (9<sup>th</sup>) performance, provided the Press Agent 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 (9<sup>th</sup>) performance provided the Press Agent 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 Press Agent, if a House Press Agent is employed. The employment of a House Press Agent is optional.

(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, including, but not limited to, a Press Agent Agency that is engaged by a Producer to provide Press Agent services in accordance with Article II, Section 2 above and that is signatory to this Memorandum of Agreement, and any corporation, firm, partnership, agency, or 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 that are put on for an extended engagement, regardless of how the attraction is classified by the Employer. Every attraction shall employ a Press Agent subject to the conditions set forth herein, including, but not limited to, the requirements of Article II, Section 2(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 that play not more than three performances per week.

(M) A Press Agent on tour (also known as road Press Agent) is a Press Agent servicing a touring attraction playing on the road after a New York engagement, or a touring attraction production not designed to play in New York, or a pre-Broadway tour after the first six (6) weeks.

(N) A New York Press Agent on the road is one who is servicing the first six (6) weeks of a pre-Broadway tour under the rates and privileges of multiple employment in one city.

(O) Burlesque attractions are those that are specifically billed as Burlesque.

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

(Q) 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 IV, Section 6 (C) (3) and (4) shall apply.

*Section 15. Term Contracts.*

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

**ARTICLE V - PRESS AGENTS**

*Section 1. Employment of Press Agents.*

(A) A Press Agent shall be employed whenever called to service but not less than four (4) weeks prior to the date the first paid public performance is given. In the event that the attraction is a musical and opens out of New York City (namely, "pre-Broadway"), a Press Agent shall be employed at least five (5) weeks prior to the date the first paid public performance is given. Pro-ration of weekly salary shall be permitted in the first week of employment.

(B) Whenever an attraction goes on a National or Tiered/SET tour, the Employer shall employ a Press Agent at least four (4) weeks prior to the date the first paid public performance is given on tour. This does not in any way relieve the producer of the obligation to employ a Press Agent to the end of the New York engagement, except as modified by Article V, Section 3 and Article VII, Section 3(C).

(C) Whenever a new play is produced outside the City of New York, not intended for a New York engagement, the Employer shall employ a Press Agent at least four (4) weeks prior to the date the first paid public performance is given.

(D) The employment of a House Press Agent is optional.

(E) If the Press Agent on an attraction is required by the Employer to render service at a date earlier than provided for commencement of employment in Article V, Section 1 (A) (B) (C), then the provisions of Article V, Section 1 (F) shall apply provided that the work performed is part time.

(F) An Employer may engage a Press Agent on a part-time arrangement prior to the periods specified in Clause (A) of this section, on the following conditions:

(1) For part-time work in the course of the fifth, sixth, seventh and eighth weeks before the date on which the opening occurs in New York City, the Press Agent shall be paid one-half week's contractual salary for each such week.

(2) For part-time work prior to the eighth week before the date on which the opening occurs in New York City, the Press Agent shall be paid one weeks' contractual salary for any four-week period. The Press Agent, under this plan, shall

not be discharged unless paid at least the equivalent of two weeks' full contractual salary.

(3) In the event of a dispute as to whether the employment is full-time or part-time, such dispute shall be resolved in accordance with the provisions of Articles X and XI hereof.

(G) All Members of the Union who are employed by Employers who have contractual relations with the Union are employees of said Employer, and the Employer upon employment of the associate as provided for in this agreement, shall place the associate upon the payroll. The respective compensation of the senior Press Agent and the associate shall thereupon be paid on a pro rata basis and the associate shall be an employee of the Employer.

#### Section 2. Postponement.

In the event that the scheduled opening of the attraction has been postponed or abandoned, and the Press Agent is not required to render services to the Employer during the period of the postponement, the Union and the Employer may make mutually satisfactory arrangements in respect to the compensation to be paid to the Press Agent during said period, provided, however, that the Press Agent shall have received at least two (2) weeks' full salary prior to the week in which the attraction was scheduled to have opened.

#### Section 3. Discontinuance of Attraction.

Any seeming provision to the contrary notwithstanding, except where a Press Agent has a "run of the play" contract wherein his/her salary and services continue to the closing, an Employer may terminate the employment of a Press Agent at any time during the first week after the opening of a play, upon payment of pro rata compensation at a rate of one-sixth (1/6th) of the regular weekly salary (plus per diem if applicable) up to the time of such termination, upon the condition that the play shall actually close on the Saturday or Sunday following such notice. If such notice be given at or before Noon, compensation shall be paid only up to and including the day preceding the giving of such notice. If such notice be given after Noon, compensation shall be paid up to and including the day such notice is given. The Employer's termination of the services of a Press Agent on a pre-Broadway tour under this clause will not affect the fulfillment of any contract that the Employer may have entered into with another Press Agent for the contemplated engagement in New York City.

#### Section 4. Continuance After Notice.

In the event that the attraction continues beyond the Saturday or Sunday of the week in which notice is given, the same Press Agent shall resume his/her work and shall receive salary for the entire period of the layoff.

#### Section 5. Resumption After Temporary Layoff.

In the event that the attraction lays off and is resumed in the same city within a period of four (4) weeks, a Press Agent shall be employed for at least one week prior to the resumption.

If the lay off period is longer than four weeks then the provisions of Article V, Section 1(A) shall apply. In either instance the same Press Agent shall be re-employed if available.

*Section 6. Exclusive Press Agent Services.*

An Employer and a Press Agent may mutually agree that the services of the Press Agent shall be exclusive to the Employer.

*Section 7. Associate Press Agent.*

An Associate Press Agent shall be employed in accordance with the conditions governing multiplicity as specified in this Agreement.

*Section 8. Press Agents on Tour.*

(A) The contract of employment of a Press Agent on tour may be terminated by the Employer giving at least one week's notice of termination effective not earlier than one week prior to the closing of the play.

(B) Press Agents on touring attractions which have played twenty-six (26) weeks or more may, upon one week's notice, be terminated by the Employer two and one-half (2 1/2) weeks prior to closing.

(C) In the event the attraction does not close as scheduled, then the employment of a Press Agent on tour shall continue.

(D) 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, whether at the beginning, at the end or in the course of such road tour, the Union will permit the application of the terms and conditions of employment of a Press Agent on tour to apply to it, provided the Press Agent on tour is retained in service. If, however, his services are duly terminated by notice and a New York Press Agent is employed to service such engagement in New York, then in that case the New York Press Agent must be retained in service to the end of the engagement and a road Press Agent must be employed according to the conditions of Article V, Section 1(B).

*Section 9. Second Press Agent on Tour.*

When an Employer elects to do so, he/she may employ a second Press Agent on tour.

*Section 10. Termination of Employment of Second Press Agent on Tour.*

(A) The Employer may terminate the employment of the second Press Agent on tour by giving a minimum notice of at least two weeks.

(B) The second Press Agent on tour may resign his or her employment by giving at least two weeks' notice to the Employer.

*Section 11. Local Press Agents.*

(A) Where heretofore the business of the Employer has been so organized that a local Press Agent has been employed, nothing in this agreement shall be interpreted that such a local Press Agent shall be discontinued; but, on the contrary, such an employee shall be continued in service, except if the employment is terminated upon two weeks' notice.

(B) The compensation terms and conditions of employment of local Press Agents shall be in accordance with the provisions of the Local Area Agreement provided for the territory within which such local Press Agent has theretofore been in service.

(C) A local Press Agent may be employed in lieu of a touring Press Agent at no less than minimum scale as stated herein. Such local Press Agent shall perform the same services as performed by a Press Agent on tour.

(D) Nothing in this agreement shall prevent the Employer from employing a local Press Agent in territories where heretofore no such local Press Agent was employed.

(E) When a local Press Agent is hired in addition to a touring Press Agent, Pension, Welfare and Annuity contributions shall be made by the employer on behalf of the local Press Agent.

(F) Any seeming provision or provisions of the aforesaid Agreement to the contrary notwithstanding, whereby the Employer appears obligated to employ more than one Press Agent simultaneously on any given production, the Union hereby agrees in principle to the proposition that there shall be no overlapping employment of Press Agents unless the Employer requires work to be done which results in such overlapping. Since there is a variety of theoretical situations in which possible overlapping may take form and there is difficulty in codifying each specific situation, the parties agree that in the event of controversy arising over the question of an actual overlapping they will submit the problem to the Adjustment Committee for settlement as hereinabove stated.

*Section 12. 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 (2) performances per day/nine (9) 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 (7<sup>th</sup>) consecutive day.

## **ARTICLE VI - ADDITIONAL COMPENSATION**

### *Section 1. Actors' Fund, Holidays.*

(A) Press Agents are to be paid in connection with Equity or similar performances, but need not be paid for Actors' Fund performances.

(B) If called to actual service by the Employer on Thanksgiving Day the Press Agent shall receive an additional 1/6th of a week's contractual salary.

### *Section 2. TONY Awards*

If a Press Agent is working on a production (play or musical) that receives five (5) or more TONY nominations and is still running as of the night of the TONY awards, the Press Agent will receive an additional 1/6<sup>th</sup> weekly contractual salary premium.

### *Section 3. Promotion, Publicity, and Commercial Use*

(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. Other work performed by the Press Agent for promotion and publicity likewise shall not require any additional compensation.

(B) Commercial Release. For commercial release of substantially the entire production captured outside the theatre, the Press Agent shall receive as a buyout one week's contractual salary.

## **ARTICLE VII - 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 that 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 IATSE in writing, with a copy to the Secretary-Treasurer of ATPAM.

(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 Press Agent prior to the closing of an attraction, the Employer shall give said Press Agent at least two (2) weeks' notice in writing of the intention to terminate said agreement provided said Press Agent has been employed for twelve (12) weeks or less. In the event that said Press Agent 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 Press Agent 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 Press Agent 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 Press Agents cannot be terminated without review and consent of the ATPAM Board of Governors. 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 that 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.



(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) Commencing with attractions opening after January 1, 1992, if an attraction has run more than two years, except where a Press Agent has a "run of the play" contract wherein his salary and services continue to the closing, the employer may, upon one week's notice, terminate a Press Agent two (2) weeks prior to the closing of the attraction. For attractions that opened prior to January 1, 1992, the terms of paragraph (B) above shall apply.

(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.

*Section 4. Miscellaneous.*

(A) Where the attraction, show, or 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.

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

(C) Nothing in any individual contract of employment, or any provision of this Memorandum of Agreement, is intended or shall be construed to obligate any Producer that elects to engage a Press Agent Agency under Article II, Section 2 beyond the terms and conditions of this MOA in connection with any week(s) in which a Press Agent is not providing services, due either to lay-off, termination of employment, closing of a show, or any other reason provided for in this Agreement.

**ARTICLE VIII - 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 Press Agent shall be continuously employed on the show.

(B) If the tour of a show is to terminate in Las Vegas, the Press Agent shall not be required to remain on the show.

(C) If the show should resume its tour, the Press Agent shall be re-engaged on road basis.

*Section 3.*

If any of the terminated Press Agent's material is used in Las Vegas, one week's contractual salary shall be paid.

**ARTICLE IX - STRIKES AND LOCKOUTS**

(A) During the term of this Agreement, there shall be no collective cessation of work by Press Agents for any reason or cause whatsoever nor shall there be any general lockout of Press Agents 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 X - 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 XI - 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 XII - PRESS AGENT WAGE SCALES**

*Section 1. Minimums*

Sept 10, 2018	Sept 9, 2019	Sept 7, 2020	Sept 6, 2021	Sept 5, 2022
\$2,339.69	\$2,409.88	\$ 2,482.18	\$ 2,556.65	\$2,633.35

*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 Actors Equity Association Production Contract (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.

### Section 3. Reductions in the Minimums Applicable to Certain Long Running Shows

(A) Productions that may Qualify for a Reduction in Scale

This Section shall apply to Broadway or other Productions which perform in the same city and engage a Press Agent or Press Agent Agency under this Agreement at the applicable minimum scale or greater for one hundred and four (104) performance weeks after opening night.

B) Permissible Reduction in Scale

Through the 104 <sup>th</sup> performance week following opening night	Section 1 minimums apply <sup>1</sup>
Commencing with the 105 <sup>th</sup> performance week, but before the 7 <sup>th</sup> consecutive performance year following opening night	75% of Section 1 minimums
Starting with the 8 <sup>th</sup> consecutive performance year	50% of Section 1 minimums

(1) The time periods set forth herein refer to the length of the production and not the employment of any specific Press Agent or Press Agent Agency.

(2) The permissible reduction in the scale is not automatic and must be specifically requested as provided below.

(C) Procedure for Requesting a Permissible Reduction in the Scale

(1) Productions may make multiple requests to reduce the scale as long as they are within the parameters set forth above.

(2) Any request for a reduction shall be made in writing to the Press Agent or Press Agent Agency at least two weeks in advance of the Effective Date, with a copy to the Union and shall specify the reduction sought and the date on which it is to take effect (“Effective Date”). The Effective Date must be within the parameters described above in subsection (B).

(3) If agreement is reached, notice to the Union shall be given as to the actual wages being paid and the filed contract shall be amended accordingly.

(D) If No Agreement is reached by the Requested Effective Date

(1) If no agreement has been reached between the Production and the Press Agent or Press Agent Agency by the requested Effective Date, the Production will be deemed to have laid-off the Press Agent or Press Agent Agency as of the Effective Date of the proposed reduction.

(2) In such event, the Press Agent or Press Agent Agency shall be entitled to the notice or pay in lieu of notice as provided in Article VII, Section 2 of the Press Agent MOA. Payment or continued employment under those

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<sup>1</sup> The reference to Section 1 minimums or applicable minimums are as adjusted by this Agreement.

circumstances shall commence on the Effective Date and shall be at the existing wages paid the Press Agent or Press Agent Agency prior to the request for reduction.

(3) When a Press Agent or Press Agent Agency is terminated as set forth above, the Production shall hire a substitute Press Agent or Press Agent Agency so that there is no hiatus in services. The replacement Press Agent or Press Agent Agency may be hired at no less than the requested reduced minimum allowable under this section.

(4) This process shall apply to each reduction sought under this provision.

(E) Miscellaneous

(1) Reductions under this Agreement shall be computed on the otherwise applicable base minimum wage rates as set forth in the CBA, not on any over scale wage rate negotiated between the Press Agent or Press Agent Agency and the Production. Moreover, nothing in this provision may be used to modify any individual agreement with a Press Agent or Press Agent Agency providing for payments in excess of the minimum scale for specified periods or to modify terms that would otherwise preclude the reductions permitted in this section.

(2) The option to reduce the minimum scale does not apply to any touring Production unless the tour satisfies the requirements of Section 4 (A) at a single location. Compensation for touring productions shall be controlled by the provisions applicable to that tour.

(3) Welfare Payments shall not be reduced notwithstanding any reduction in the minimum wage rate.

(4) When a reduction in the applicable scale has been implemented, the rate for payment of Pension, Annuity and other obligations shall be based upon the actual wages paid to the extent lower than the full applicable minimum.

(5) Sections 1 and 4 of Article XII, as amended by this Agreement, shall survive the expiration of this Agreement for a period of four (4) years to the extent that neither the League nor any of its members shall seek to negotiate further reductions in the wage minimums applicable to Press Agents or Press Agent Agencies. The preceding sentence does not require the League or any of its members to agree to any increases in said minimums.

## **ARTICLE XIII - MULTIPLE EMPLOYMENT OF PRESS AGENTS**

### **Section 1. Multiplicity - In One City Only**

(A) Whenever a Press Agent is employed in representing two or three attractions, all of which play in one city only, one Associate shall be employed by the Employer, as well as the Press Agent's own services. This Associate Press Agent shall receive the minimum current wage established for an Associate working on two or three attractions with a Senior Press Agent for each and every week that the Senior Press Agent is paid for employment on two or three attractions under the terms of this contract. The Associate shall be a person mutually agreeable to the Press Agent, the Press Agent Agency, as applicable, and to the Producer, and will give equal attention to all attractions.

(B) Whenever a Press Agent is employed in representing four or five attractions, all of which play in one city only, two (2) associates shall be employed by the Employer as well as the Press Agent's own services. These Associate Press Agents shall receive the minimum current wage established for Associates.

(C) Whenever a Press Agent is employed in representing six attractions, all of which play in one city only, three (3) associates shall be employed by the Employer as well as the Press Agent's own services. These Associate Press Agents shall receive the minimum current wage established for Associates.

### **Section 2. Multiplicity - Road Only**

(A) Whenever a Press Agent is employed in representing two or three attractions, all of which play on the road only, one Associate shall be employed by the Employer, as well as the Press Agent's own services. This Associate Press Agent shall receive the minimum current wage established for an Associate working on two or three attractions with a Senior Press Agent for each and every week that the Senior Press Agent is paid for employment on two or three attractions under the terms of this contract. The Associate shall be a person mutually agreeable to the Press Agent, the Press Agent Agency, as applicable, and to the Producer, and will give equal attention to all attractions.

(B) Whenever a Press Agent is employed in representing four or five attractions, all of which play on the road only, two (2) associates shall be employed by the Employer, as well as the Press Agent's own services. These Associate Press Agents shall receive the minimum current wage established for Associates.

(C) Whenever a Press Agent is employed in representing six attractions, all of which play on the road only, three (3) associates shall be employed by the Employer, as well as the Press Agent's own services. These Associate Press Agents shall receive the minimum current wage established for Associates.

### **Section 3. Multiplicity - Combination One City And Road**

(A) Whenever a Press Agent is employed in representing two attractions, one of which plays in one city and one of which plays on the road, one Associate shall be employed by the

Employer, as well as the Press Agent's own services. This Associate Press Agent shall receive the minimum current wage established for Associates.

(B) Whenever a Press Agent is employed in representing three attractions, at least one of which plays on the road, two Associates shall be employed by the Employer, as well as the Press Agent's own services. These Associate Press Agents shall receive the minimum current wage established for Associates.

(C) As follows:

(1) Whenever a Press Agent is employed in representing four attractions, one of which plays in one city and three of which play on the road, three Associates shall be employed by the Employer, as well as the Press Agent's own services. These Associate Press Agents shall receive the minimum current wage established for Associates.

(2) Whenever a Press Agent is employed in representing four attractions, two of which play in one city and two of which play on the road, three Associates shall be employed by the Employer, as well as the Press Agent's own services. These Associate Press Agents shall receive the minimum current wage established for Associates.

(3) Whenever a Press Agent is employed in representing four attractions, three of which play in one city and one of which plays on the road, two Associates shall be employed by the Employer, as well as the Press Agent's own services. These Associate Press Agents shall receive the minimum current wage established for Associates.

(D) As follows:

(1) Whenever a Press Agent is employed in representing five attractions, one of which plays in one city and four of which play on the road, four Associates shall be employed by the Employer, as well as the Press Agent's own services. These Associate Press Agents shall receive the minimum current wage established for Associates.

(2) Whenever a Press Agent is employed in representing five attractions, two of which play in one city and three of which play on the road, four Associates shall be employed by the Employer, as well as the Press Agent's own services. These Associate Press Agents shall receive the minimum current wage established for Associates.

(3) Whenever a Press Agent is employed in representing five attractions, three of which play in one city and two of which play on the road, three Associates shall be employed by the Employer, as well as the Press Agent's own services. These Associate Press Agents shall receive the minimum current wage established for Associates.



(4) Whenever a Press Agent is employed in representing five attractions, four of which play in one city and one of which plays on the road, three Associates shall be employed by the Employer, as well as the Press Agent's own services. These Associate Press Agents shall receive the minimum current wage established for Associates.

(E) As follows:

(1) Whenever a Press Agent is employed in representing six attractions, one of which plays in one city and five of which play on the road, five Associates shall be employed by the Employer, as well as the Press Agent's own services. These Associate Press Agents shall receive the minimum current wage established for Associates.

(2) Whenever a Press Agent is employed in representing six attractions, two of which play in one city and four of which play on the road, five Associates shall be employed by the Employer, as well as the Press Agent's own services. These Associate Press Agents shall receive the minimum current wage established for Associates.

(3) Whenever a Press Agent is employed in representing six attractions, three of which play in one city and three of which play on the road, four Associates shall be employed by the Employer, as well as the Press Agent's own services. These Associate Press Agents shall receive the minimum current wage established for Associates.

(4) Whenever a Press Agent is employed in representing six attractions, four of which play in one city and two of which play on the road, four Associates shall be employed by the Employer, as well as the Press Agent's own services. These Associate Press Agents shall receive the minimum current wage established for Associates.

(5) Whenever a Press Agent is employed in representing six attractions, five of which play in one city and one of which plays on the road, three Associates shall be employed by the Employer, as well as the Press Agent's own services. These Associate Press Agents shall receive the minimum current wage established for Associates.

#### **ARTICLE XIV - 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

Press Agent 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
\$1,871.75	\$1,927.90	\$1,985.74	\$2,045.32	\$2,106.68

Press Agent 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
\$1,988.74	\$2,048.40	\$2,109.85	\$ 2,173.15	\$2,238.35

**ARTICLE XV – MISCELLANEOUS**

Section 1. Hiring Local Press Agents

The Employer may hire a local Press Agent in replacement of touring Press Agent provided proper notice is given without a limitation on the number of weeks a production is playing in a city. A Press Agent must always be employed and shall receive no less than minimum salary. In the event a Press Agent 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 2. Possessions Insurance*

A Press Agent traveling with the touring company shall be covered under the Company Travel Floater Policy for Possessions Insurance.

*Section 3. 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 4. Local Rehearsal Pay*

Press Agents 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 5. 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 attorney's 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 6. 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.

*Section 7. 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.

**ARTICLE XVI - 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 Weekly Minimums

PRESS AGENTS	Sept 10, 2018	Sept 9, 2019	Sept 7, 2020	Sept 6, 2021	Sept 5, 2022
Tier B	\$1,778.90	\$1,832.27	\$1,887.24	\$1,943.86	\$2,002.18
Tier C	\$1,609.48	\$1,657.76	\$1,707.49	\$1,758.71	\$1,811.47
Tier D	\$1,440.07	\$1,483.27	\$1,527.77	\$1,573.60	\$1,620.81

(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 applicable minimum set forth in Article XII, Section 1., shall receive additional compensation equal to the difference between the minimum for the applicable tier and applicable minimum set forth in Article XII, 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 XII, 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 weekly rates are:

PRESS AGENTS	Sept 10, 2018	Sept 9, 2019	Sept 7, 2020	Sept 6, 2021	Sept 5, 2022
Tier B	\$2,081.32	\$2,143.76	\$2,208.07	\$2,274.31	\$2,342.54
Tier C	\$1,883.10	\$1,939.59	\$1,997.78	\$2,057.71	\$2,119.44
Tier D	\$1,684.87	\$1,735.42	\$1,787.48	\$1,841.11	\$1,896.33

(B) In the event the Press Agent is laid off during the two and one half (2 ½) week period prior to the closing of the attraction, the affected Press Agent shall still participate in any Overage as provided in subparagraph (H) 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 IV, Section 6 of the MOA, 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 IV, Section 6 of the MOA 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 MOA, 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 IV, Section 7 of the MOA 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 stayed in the lower cost official company housing; to be paid after each 13 weeks.

For example, if the “cap” is \$81, and the average daily rate for a 26-week segment is \$85, an Employee who stayed in the lower cost company housing for all 182 days of such segment would be due \$4 times 182, or a total of \$728, while the Employee who stayed in the lower cost company housing for 120 days would be due \$4 times 120, or a total of \$480.

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 MOA 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 Press Agents 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 MOA 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 MOA as modified by the Tiered Touring provisions will remain in effect.

(b) A tour cannot move from a lower Tier to the full MOA 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 7<sup>th</sup> consecutive day.

**ARTICLE XVII - 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 the AEA and the League with respect to the Short Engagement Touring Program.

(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 the SET Agreement.

(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
\$1,221.30	\$1,257.94	\$1,295.68	\$1,334.55	\$1,374.59

(2) Post-Recoupment SET Rates:

Sept 10, 2013	Sept 9, 2019	Sept 7, 2020	Sept 6, 2021	Sept 5, 2022
\$1,428.92	\$1,471.79	\$1,515.94	\$1,561.42	\$1,608.26

(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 .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 73(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, 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 Press Agent 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 MOA /TIER*

A production may transition from the full MOA 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 MOA 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 MOA 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 MOA 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 XVIII - 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.

INTERNATIONAL ALLIANCE  
OF THEATRICAL STAGE  
EMPLOYES, MOVING PICTURES  
TECHNICIANS, ARTISTS, AND  
ALLIED CRAFTS OF THE UNITED  
STATES, ITS TERRITORIES, AND  
CANADA, AFL-CIO, CLC

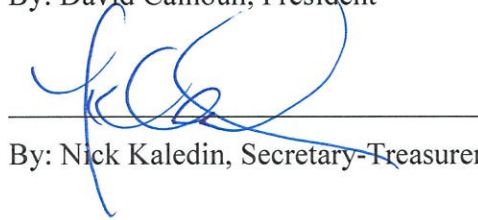


By: Matt Loeb  
International President

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

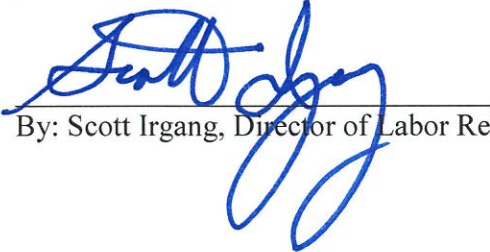


By: David Calhoun, President



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 47<sup>th</sup> 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



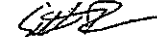
name(s) of the League Producer(s) who are party to a letter of guarantee. To the extent the Union provides the League with copies of those letters of guaranty received by ATPAM pursuant to this side letter, The League shall promptly provide ATPAM with written notice in the event a party to a then currently 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.

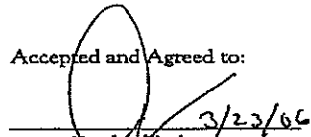
Please indicate your agreement by executing below. Thank you.

Very truly yours,



Seth M. Popper

Accepted and Agreed to:



3/23/06

Gordon Forbes  
Secretary-Treasurer  
ATPAM

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,



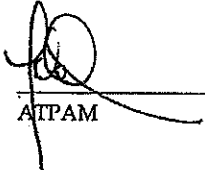
Seth M. Popper

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

thereunder. Also, because this benefit has been utilized so rarely, Segal anticipates that replacing the lifetime reimbursement cap with an annual reimbursement limit of \$500 will have a de minimis impact on the Fund. However, the Fund will monitor the utilization of this benefit annually and in the event that this benefit improvement creates measurable cost increases to the Fund, the parties agree to adjust other benefits in order to neutralize any such cost increases.

Accepted and Agreed

  
\_\_\_\_\_  
The Broadway League, Inc.      8/4/11  
Date

  
\_\_\_\_\_  
ATPAM      8.4.2011  
Date

Gross Earnings  
Sideletter 2

SPIVAK, LIPTON, WATANABE, SPIVAK & MOSS LLP

ATTORNEYS AT LAW  
1700 BROADWAY  
NEW YORK, N.Y. 10019

HAROLD P. SPIVAK  
NEIL D. LIPTON  
ROY N. WATANABE  
STEVEN B. SPIVAK  
FRANKLIN K. MOSS  
ELIZABETH ORFAN\*

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

TELEPHONE  
(212) 765-2100

FACSIMILE  
(212) 541-5429

ANN W. SCHULMAN  
JAMES H. MURPHY\*  
SARA A. CORELLO  
SAMANTHA DULANEY\*\*  
ADRIENNE L. SALDAÑA\*\*  
APRIL D. HARRIS  
ERIC R. GREENE  
GILLIAN COSTELLO

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:

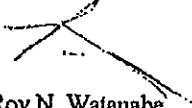
During the course of negotiations between The League of American Theatres and Producers, Inc. and Association of Theatrical Press Agents and Managers, Union No. 18032, I.A.T.S.E., AFL-CIO for a successor agreement effective January 1, 1996, the parties agreed that the term "gross weekly earnings", as 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

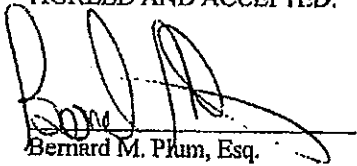
If the foregoing accurately reflects the understanding reached by the parties, please indicate your agreement thereto by signing in the space provided below.

Sincerely,



Roy N. Watanabe  
Counsel to ATPAM

AGREED AND ACCEPTED:



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