

WORKING AGREEMENT BETWEEN

BROADWAY ~~San Francisco LLC F~~

~~(ATG)~~

~~SHORENSTEIN HAYS NEDERLANDER~~

~~THEATERS LLC~~ AND INTERNATIONAL

ALLIANCE OF THEATRICAL STAGE

EMPLOYEES, MOVING PICTURE

TECHNICIANS, ARTISTS AND ALLIED

CRAFTS OF THE UNITED STATES, ITS

TERRITORIES AND CANADA

LOCAL NO. B18



This Agreement, entered into this date, February 1, 2022 and ratified on ~~January February 18th~~, 2023 between Broadway ~~San Francisco LLC (ATG) Shorenstein Hays Nederlander Theaters LLC~~, hereinafter referred to as the Employer and Theatrical Employees, Local B18 of the International Alliance of Theatrical Stage Employees & Moving Picture Operators of the United States and Canada, affiliated with the American Federation of Labor and the Congress of Industrial Organizations, hereinafter referred to as the Union. The terms of this agreement are for a three (3) year period until January 31, 2025.

1. PERSONNEL

This Agreement shall cover wages, hours and other conditions of employment for Head Treasurers, Assistant Head Treasurers, Mail Clerks, Back Stage Door Personnel, Head Ushers, Assistant Head Ushers, Ushers, Ticket Takers, and Headphone persons employed by the Employer in such Theaters and facilities in which they may perform within the jurisdiction of the Union.

2. UNION MEMBERSHIP

All employees currently members of the Union shall be required, as a condition of continued employment, to remain members of the Union during the term of this Agreement. All such employees hereinafter engaged, shall be required as a condition of continued employment, to become members of the Union on and after the 31st day following the beginning of their employment. An employee who fails to become or remain a member of the Union as herein provided shall be dismissed by the Employer immediately upon demand by the Union. However, nothing contained herein shall require the Employer to discharge or in any way to discriminate against any employee who has been denied membership or had had his or her membership in the Union terminated for any reason other than the failure of such employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

3. NOTICE OF VACANCIES AND COMPETENT PERSONNEL

The Employer agrees to notify the Union when it seeks new employees. The Union shall establish and maintain open and non-discriminatory employment lists for employment of help by the Employer, and selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, and any other aspects or obligations of Union membership, policies or requirements. The Employer retains the right to reject any job applicant referred by the Union. Both parties to this Agreement will post in places where notices to employees are customarily placed, a true and correct copy of the hiring hall provisions of this Agreement.

4. NON-DISCRIMINATION

The Employer and Union agree that no person employed or applying for employment shall in any way be discriminated against because of race, color,

creed, religion, sex, national origin, mental and/or physical handicap, mental and/or physical disability, age, political affiliation or opinion, sexual orientation, gender identity, marital status, or other non-merit factors, nor shall a person be the subject of sexual harassment as prohibited by State or Federal law, or be subject to illegal harassment.

5. **DISMISSALS**

The Employer agrees that when desiring to terminate the services of an employee who is steadily employed under the terms of this agreement that they will give said employee two (2) weeks written notice or two (2) weeks salary in lieu thereof, except in the case of substance abuse, dishonesty, tortious conduct, criminal conduct, or gross insubordination, in which case no notice or salary in lieu thereof shall be required. Offenses other than those listed in this section shall be noted in the employee file, a copy of which shall be forwarded to the Union.

When a new employee is within their first ~~sixty~~ (60) days of continuous employment, no notice or salary in lieu of notice, nor any verbal or written warning need be given for termination. Where termination is required because of employee substance abuse, dishonesty, tortious conduct, or gross subordination, in addition to no notice or pay in lieu of notice being required, no verbal and/or written warning need be given.

The Employer may use various measures, when disciplining employees, including verbal and/or written warning where appropriate. After two (2) verbal or written warnings (which two (2) may be any combination of verbal or written) on one or more disciplinary subjects, employees who fail to improve their job performance may be disciplined, including, but not limited to demotion, suspension or termination, and said employee shall not be subject to the two (2) week notice/salary provision in the first paragraph of this section.

6. **EVALUATION**

An employee may request a written evaluation of his or her performance. If the employee feels the evaluation is inaccurate or unfair, the employee may request a meeting with a representative selected by the employee, (the Union Business Agent or another employee), the department supervisor and the House Manager.

7. **WAGES**

The Employer agrees to pay not less than the wage scales presented here. The scale of wages in this Agreement are minimum wages and do not prohibit any employee from receiving a higher scale.

Increases are retroactive to February 1, 2022.

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BOX OFFICE POSITION	2/1/22 To 1/31/23	2/1/23 To 1/31/24	2/1/24 To 1/31/25
	3.5%	3.5%	3.5%
Head Treasurer	43.38	44.90	46.47
Asst. Head Treasurer	40.22	41.63	43.09
Asst. Treasurer	37.09	38.39	39.74
Mail Rate	30.23	31.29	32.39

Box Office New Hire Step Structure	New Hire Start Rate	Tier 1 (500+ hours)	Tier 2 (1,000+ hours)	Tier 3 (1,500+ hours)	Current Asst. Treasurer Rate
February 1, 2022	24.86	27.92	31.53	34.71	37.10
February 1, 2023	25.73	28.90	32.63	35.93	38.40
February 1, 2024	26.63	29.91	33.77	37.19	39.75

Definition of New Hire, Box Office

- Employee has never worked for SHN in the venue box office before ^{SEP}
- Employee has not worked for SHN in the venue box office for two or more years ^{SEP} or has resigned their position, either verbally or in writing ^{SEP}

* New Hire Box Office Rate will be \$22.64 until February 1, 2020 ^{SEP}

Box Office Tiered Increases ^{SEP}

- All venue box office New Hires will begin at the New Hire start rate ^{SEP}
- All New Hire box office employees who work a minimum of five hundred (500) ^{SEP} hours shall move into New Hire Box Office Tier 1 ^{SEP}
- All New Hire box office Tier 1 employees who work a minimum of one thousand ^{SEP}(1,000) hours shall move into New Hire Box Office Tier 2 ^{SEP}
- All New Hire box office Tier 2 employees who work a minimum of one thousand ^{SEP}five hundred (1,500) hours shall move into New Hire Box Office Tier 3 ^{SEP}
- All New Hire box office Tier 3 employees who work a minimum of two thousand ^{SEP}(2,000) hours shall move into the Assistant Treasurer rate ^{SEP}

New hires shall not displace employees who are scheduled in the current week of performances unless extenuating circumstances exist. ¹¹¹
SEP

FRONT OF HOUSE POSITION	2/1/22 To 1/31/23	2/1/23 To 1/31/24	2/1/24 To 1/31/25
	4.5%	4.5%	3.5%
Head Usher	28.70	29.99	31.04
Asst. Head Usher	25.30	26.44	27.36
	4.5%	4.5%	3.5%
Ushers, Long Shift & Short Shift	19.15	20.02	20.72
	2.25%	2.25%	1.75%
Ticket Takers, Long Shift Line Ushers, Long Shift	21.54	22.03	22.41
	0%	2.25%	1.75%
Ticket Takers, Short Shift Line Ushers, Short Shift	23.55	24.08	24.50

Stage Door			
	2/1/22 To 1/31/23	2/1/23 To 1/31/24	2/1/24 To 1/31/25
	4%	3.5%	3.5%
Supervisor	25.74	26.64	27.57
Door	25.01	25.89	26.80

All Back Stage Door Personnel shall be paid overtime at the rates established by the City and County of San Francisco and the State of California (i.e. time and one half after 8 hours in a day and double time after 40 hours in a week).

Late shifts exceeding four (4) hours will be compensated at a rate equivalent to pay at time and one half per each hour of overtime (the base sum of the four (4) hour late shift scale) in increments of one half hour.

The Headphone Person Position can be filled at the discretion of the Employer. The Headphone Person may be assigned additional duties provided that the additional duties do not interfere with the headphone duties.

Each usher on the Theater Preparation Crew shall be given a one (1) hour break after their shift.

Based on the current uniform requirement, each staff member can request one item replacement (either a vest, shirt, or tie) every six (6) months. The Head Usher will survey staff for their uniform piece.

The theater agrees to provide safe and secure locker facilities for ushers with minimal janitorial service to this area. The theater agrees to provide warm clothing for any ushers required to work outside.

The Employer will offer any required federal or state training to members of Local B18 as often as required. The Employer will also offer training in customer service, and if deemed appropriate by the Employer and at the Employer's discretion, First Aid, CPR, AED device training.

Current year's wages will not exceed the minimum wage if the current year's base wage plus vacation is less than or equal to the prevailing minimum wage. Any employees whose wages plus vacation are currently higher than any proposed minimum wage will not be affected.

Beginning in 2015, all new hires will be at the previous year's rate until the next contract term begins, where the rate will revert to that year's agreed upon amount.

During a Show Shift, ushers may be requested to stuff programs, provided that the stuffing does not interfere with other ushering duties. If stuffers do not pertain to cast and crew additions and changes or billing and biography changes in the program, the ushers doing the stuffing shall be paid an additional amount per the wage schedule classification NON-Show Stuffing. If the stuffing is done outside of a Show Shift, the current San Francisco minimum wage shall prevail.

NON-Show Stuffing

Premium 9.61

No vacation pay is paid on flat rate Premium Pay

In an emergency a Head Usher, Assistant Head Usher or a House Manager may ask an employee to volunteer their services for waste clean up, for which said member shall receive a premium along with necessary tools to provide this service in a safe manner (see wage schedule classification Sanitary Premium below).

Sanitary Premium

Premium 12.26

No vacation pay is paid on flat rate Premium Pay

All uniforms are to be supplied by the Employer. In no event shall any uniform be used in excess of thirty-two (32) performances without being cleaned. The Head Usher in each theater is responsible for reminding the Employer when the cleaning is due.

All hourly employees shall be given at least twenty-four (24) hours' notice prior to lay-off or two days' pay in lieu of notice.

8. VACATION PAY

Employees shall receive vacation pay at a rate of ten percent (10%) for Head Treasurers and six percent (6%) for all other positions. Vacation pay shall be included in each paycheck. Any employee entitled to vacation pay when severing employment, shall receive his or her vacation pay at time of severance.

9. PENSION

If and when Broadway SF LLC creates a 401 Plan, we will allow all eligible employees pursuant to provisions of the plan to contribute to the plan. Broadway SF LLC shall inform the Union of the plan provisions as they become known.

10. COMPUTATION OF TIME WORKED

All time shall be computed in half hour segments. In computation of hourly time worked, every fraction of a half hour exceeding five (5) minutes shall be considered as a full half hour. All hourly work calls shall be for a minimum of four (4) hours.

11. OVERTIME

It is understood and agreed that all hours worked in excess of eight (8) hours in any one work day and/or in excess of forty (40) hours in any one week and all time worked on the seventh consecutive day shall be paid at the rate of time and one half the employee's base hourly rate.

Double time shall be paid for all hours worked in excess of twelve (12) hours in one day or over eight (8) hours on the seventh consecutive day.

Front of House: All time worked on the seventh (7) day in any one week shall be computed on a time and one half basis.

12. HOLIDAYS

If an employee works on any of the following holidays, he or she will be paid time and one half his or her regular rate of pay: Washington's Birthday (February 22), Memorial Day (May 30), Fourth of July (July 4), Labor Day (first Monday in September), Thanksgiving Day (last Thursday in November), Christmas Eve (December 24), and New Year's Eve (December 31).

All employees working on Christmas Day (December 25) and/or New Year's Day (January 1) shall be paid two times their regular rates of pay.

Holiday's worked shall be counted as time worked for overtime purposes. All Holidays are established as being on the traditional calendar day, not the observed day. All employees who work more than eight (8) hours on a Holiday shall be paid at one and one half times the prevailing Holiday pay for the overtime worked, in increments of a half hour. All employees who work more than twelve (12) hours on a Holiday shall be paid at two times the prevailing Holiday pay rate for the hours worked, in increments of one half hour.

13. HEALTH INSURANCE

All full-time employees shall be offered Health Insurance according to the current plan eligibility requirements.

14. TEMPORARY RE-ASSIGNMENT

A staff member may be re-assigned to a lower paying classification or department with the consent of the employee. However, within a four (4) hour call, should the employee be asked to work at a lower paying classification or department, the employee shall be paid at the higher rate of pay.

15. IT IS FURTHER MUTUALLY AGREED THAT...

- A. No one, other than the Employer or his or her representative, or the producer or his or her representative, or the Treasurer or his or her Assistants engaged on the premises, shall be permitted to enter the Box Office.
- 8. The Business Representative of the Union shall be admitted to the Box Office at all times during normal business hours for the purpose of properly observing conditions coming under the jurisdiction of the Union.
- C. The monies and tickets for which the Treasurer and his or her Box Office Staff are held responsible shall be handled only by them. Box Office receipts shall be deposited as directed by the Employer and whenever practicable shall be picked up at the Box Office by armored transport, bank messenger, or such other method as may be designated by the Employer. Only in an emergency will a Box Office employee be requested to carry money to and from the Box Office, and then only during daylight hours, and he or she shall be accompanied by another employee who need not be a member of the Box Office staff. Employees shall not be held liable for loss of the box office

receipts in case of assault or robbery, provided the employee has followed procedures as directed by the Employer.

D. Employees shall be bonded at the discretion of the Employer, said bond to be paid by the Employer.

E. Where the Employer or his or her representative instructs the Box Office staff to accept checks for mail orders or to extend credit by allotment of tickets of outside agencies, no Box Office employee shall be held responsible in the event of the failure of the payment of same.

16. EMPLOYER RULES

The Employer shall have the right to make such house rules and regulations as may be deemed necessary to the conduct and management of theater operations, and the Union agrees that its members shall obey all rules and regulations of any authorized representative of the Employer provided such house rules and regulations are not in conflict with this Agreement..

17. UNION ACCESS

The Business Manager of the Union (or his or her duly accredited representative), shall be admitted to the theaters of the Employer at all times to inspect the conditions coming under the jurisdiction of the Union. The Employer agrees to cooperate with such representative in dealing with all matters pertaining to the official business of the Union. For the purpose of representation within a work place, the Union shall be entitled to a reasonable and adequate number of In-House Representatives, who shall restrict their activities to the handling of grievances and other legitimate Union business involving the Employer and/or this Agreement and in this connection shall be allowed a reasonable amount of time for this purpose.

Where, for any reason, a work place does not have an In-House Representative, Union members may be represented by the Business Manager of the Union who may process a grievance in place of the In-House Representative. The Union will make every reasonable effort to maintain an active In-House Representative with credentials and authority to act as such.

18. GRIEVANCE PROCEDURE

A. In the event that the Local B18 or the Employer contends that a provision of this Agreement has been violated, the following procedures shall be applicable:

(1) Within ten (10) business days of the time the party bringing the grievance forward knew (or reasonably should have known) of the event-giving rise to the grievance, the grieving party must give written notice to the other party of the claim.

(2) The Business Agent of Local B18 and a designated representative of the Employer shall, within ten (10) business days after service of notice of the claim, meet and discuss the matter and attempt to effect a settlement of said controversy or dispute. Any agreement arrived at by such representatives shall be final and binding.

(3) In the event that such controversy or dispute is not settled by the Employer and the IATSE within twenty (20) working days after the notice given pursuant to paragraph (1) above, or within ten business days after meeting referred to in paragraph (2) above, then such controversy

or dispute may be submitted to arbitration. The demand for arbitration must be made in writing no later than forty (40) business days after written notice referred to in paragraph (1) above. Each party shall bear half the cost of the arbitrator's fees and expenses.

(4) Unless the parties have otherwise agreed upon an arbitrator, the arbitrator shall be selected from a list obtained from the American Arbitration Association by alternate striking of names, with the Union going first.

B. Processing a claim or discussing its merits shall not be considered a waiver of a defense that the matter is not arbitrable or that it should be denied for reasons which do not go to the merits.

C. The arbitrator shall have no power to modify, add to, or subtract from the terms of this Agreement, but shall only determine whether the Agreement has been violated in the manner alleged in the grievance, and, if so, what the remedy should be within the meaning of the Agreement.

D. The decision of the Arbitrator, within the limits indicated above, shall be final and binding upon the grievant and all parties.

E. The grievance and arbitration procedure is to be the sole and exclusive remedy for any claim breached of this Agreement or any other grievable dispute relating to the employment by the Employer of employees covered by this Agreement.

F. If a grievance is not processed at any stage in accordance with stated time limits, it shall be deemed withdrawn. All time limits are subject to extension, but only by mutual written agreement.

19. CANCELLATION POLICY

Cancellation of any scheduled work (day work, continuity hours(s), and/or show calls (s) within a twelve (12) hour period shall be paid in full at the applicable rates. This twelve (12) hour notice shall not apply when such cancellation results from an Act of God, fire or national or local calamity, acts or regulations of any public authority, war, epidemic, pandemic, storm, or inclement weather

20. AUTOMATION

The Union will not claim jurisdiction over the maintenance, set-up or repair of new or existing systems as they pertain to duties covered under the agreement.

21. PRIOR OBLIGATIONS

As the Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, nothing in this Agreement shall ever be construed to interfere with any obligations the Union owes to such International Alliance by reason of prior obligations, provided that nothing contained in any such obligation shall be in conflict with applicable State and Federal laws.

22. VIOLATION OF RULINGS

It is not the intent of either party to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are hereto constituted to be void as being in contravention of any such laws, rulings, or regulations, nevertheless, the remainder of this Agreement shall

remain in full force and effect.

23. NOSTRIKE - NO LOCKOUT

The Union shall not strike against, picket, or boycott the Employer and the Employer shall not lockout employees during the term of this Agreement.

24. BENEFITS AND CHARITIES

Whenever work is performed for a not-for-profit organization such as Actors Fund, Equity Fights Aids and/or associated organizations, the hourly rate charged for such shows will be the prevailing minimum wage. The terms of this contract will not apply to any show given in conjunction with any of the above organizations, nor will such shows affect the balance of the performing week. Participation will be voluntary and each worker may choose to have themselves replaced for the work associated with any benefit performance(s). This clause will be in effect when all Local Theatrical IATSE Unions agree to the minimum wage rate for such performances.

25. NOT FOR PROFIT EVENTS

Any not for profit events will be negotiated on a case by case basis if all rates and conditions of this Agreement will be modified in any way for any not for profit event.

26. TERM OF THE AGREEMENT

This Agreement shall be in full force and effect from February 1, 2014 to and including January 31, 2019, and shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of their desire to have the same modified or changed, and such notice must be given at least sixty (60) days prior to the expiration date of this Agreement. If such notice is not given, then this Agreement is to stand renewed for the following year.

26. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures on this date: .

FOR THE UNION:

FOR THE EMPLOYER:

Johnny Moreno
Business Agent
IATSE Local B18

Date

Rainier Koeners
~~Managing Director~~
Broadway San Francisco LLC

Date

President
IATSE Local B-18

SIDE LETTER

PAYROLL

The Employer and Union confirm that Local B18 Members referred by Union under this Agreement to perform work under the jurisdiction of Union who are hired on a project-by-project or assignment-by-assignment basis for less than a full-time regular basis (i.e. a forty hour work week) shall be deemed "on-call workers". 1. Given the nature of employment and the relatively short duration of individual projects or job assignments, such "on-call workers" shall be issued their payroll checks in accordance with the Employer's regular pay period for projects that occur within the applicable pay periods, but in no event later than twenty-one (21) days after each such project or within twenty-one

(21) days after a Resignation as described below, consistent with California Labor Code sections 201.5, 201.9, 204 and any other Labor Codes applicable to the timing of the payment of wages 2. Upon the completion of a project or assignment, such "on-call workers" shall not be deemed to have quit or have been discharged under any of the provisions of the California Labor Code (including Labor Codes applicable to the timing of the payment of wages, such as, but not limited to, Labor Code Sections 201 or 203). Instead, such "on-call workers" shall remain eligible to continue employment with the Employer and will only be considered to have been discharged from or resigned his or her employment with the Employer (for purposes of Labor Code Sections 201-203 or any applicable Labor Codes), (1) if the Employer informs the Employee and Union in writing that he or she is no longer eligible for future calls ("involuntary termination"); or (2) he or she provides both the Employer and Union written notice that he/she no longer wishes to work for Employer and would like to be removed from consideration for future calls ("Resignation"). ***Employees who resign their position without any disciplinary actions against their name will be eligible to re-apply for a position in the future. Whether they will be rehired will be decided at the discretion of the hiring manager.***

3. Payroll checks shall be distributed using one of the following options:

Payroll checks shall be distributed by the following option: Each individual technician shall be given the option of the payroll check electronically deposited in an account designated by the individual technician, or a debit card.

