

Ambassador Theatre Group

NORTHERN CALIFORNIA / SAN FRANCISCO AGREEMENT

(Nov. 18, 2022 – Dec 31, 2025)

Golden Gate Theatre
1 Taylor Street
At Market St & 6th. St.
San Francisco, CA 94102
(415) 358-1220

Orpheum Theatre
1192 Market St.
At Hyde St. & 8th St.
San Francisco, CA 94102
(888) 746-1799

**MAKE-UP ARTISTS AND HAIR STYLISTS GUILD, LOCAL 706
OF 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**



*International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists
and Allied Crafts of the United States, Its Territories and Possessions*

MAKE-UP ARTISTS and HAIR STYLISTS GUILD LOCAL 706



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AGREEMENT

This agreement is entered into by and between the **Broadway San Francisco LLC** (hereinafter referred to as the "Company") and the **Make-Up Artists & Hair Stylists Guild, Local 706 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories, and Canada** (hereinafter referred to as the "Union"). This Agreement shall be effective as of **Nov 18, 2022** and shall expire on **Dec. 31, 2025**. The Union waives any right to bargain concerning matters not covered by this Agreement and further agrees that there shall be no obligations of any nature after expiration of this Agreement.

ARTICLE 1

SCOPE OF AGREEMENT AND RECOGNITION

The Company recognizes the Union as the exclusive bargaining representative for the following employees: All Head Hair/Make-Up Artists, Key Hair/Make-Up Artists, Hair/Make-Up Artists, Wig/Hair Stylists, Make-Up Artists, and their respective Assistants. The duties of employees covered hereunder shall include but not be limited to: maintenance, cleaning, setting, styling, packing and unpacking of wigs, wig placement and changes for all performers, all make-up application and prosthetic work. **Actors, players, and performers may apply their own wigs, hairpieces, and make-up (including prosthetics); however, if maintenance or other work is required for any wigs, hairpieces or make-up (including prosthetics) in the theater, a union employee shall be called to do such work under the terms of this Agreement.**

ARTICLE 2

UNION SECURITY

As a condition of employment, employees covered under this Agreement shall become and remain members in good standing of this Union on and after the thirty-first (31st) day following the beginning of their employment, or not later than thirty-one (31) days following the execution of this Agreement, whichever is later. An employee who fails to become or to remain a member of the Union as herein provided shall be dismissed by the Company immediately upon demand of the Union. Nothing contained herein shall, however, require the Company to discharge or in any way discriminate against any employee who has been denied membership or has had his membership in the Union terminated for any reason other than the failure of such employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

ARTICLE 3

PREFERENTIAL HIRING

The Company shall give the Union advance notice of all vacancies for positions coming within the scope of this Agreement. The Company agrees to first consider any available qualified members of Local 706 for all Hair/Make-Up positions regardless of category. If the Company and the Union agree that any given member is qualified for a given position, the Company agrees to hire said Local member. It is agreed between the parties hereto that the hiring of employees hereunder shall be consistent with any applicable State or Federal Law.

ARTICLE 4

EQUAL OPPORTUNITIES

The Company and the Union agree to continue to comply with all applicable local, federal, and state laws relating to non-discriminatory employment practices. Claims alleging a violation of this article are not subject to the Grievance and Arbitration procedures, Article 10.

ARTICLE 5
BETTER CONDITIONS

Nothing in this Agreement shall prevent any employee from negotiating and obtaining from the Company better terms of employment than those herein provided.

ARTICLE 6
DEFINITIONS

EMPLOYEE(S): The term "employee" or "employees" as used in this Agreement shall mean Head Hair/Make-Up Artist, Key Hair/Make-Up Artist and Assistant Hair/Make-Up Artists.

BASE RATES: Whenever used in this Agreement, base rate shall be defined as the minimum or lowest scale for each category which an employee is paid for work performed.

HOURLY WORK: All work other than work covered by performance calls shall be paid at the applicable hourly rate.

PERFORMANCE RATE: Whenever used in this Agreement, performance rate shall be defined as that which is listed under each category and is the minimum rate to be paid an employee for performance calls.

PREVAILING RATE: Whenever used in this Agreement, the prevailing rate shall be defined as the rate of pay the employee has accrued because of working conditions (e.g. overtime, turnaround, etc.).

APPLICABLE CATEGORY: This Agreement separates employees into groups of job classifications for the purpose of pay scales and working conditions. The category under which the employee is hired is the applicable category and determines the pay rate and working conditions that apply to said employees.

PLURAL AND SINGULAR: In this Agreement, the plural shall include the singular and the singular shall include the plural.

GENDER: In this Agreement, the masculine shall include the feminine and the feminine shall include the masculine.

HAIR/MAKE-UP: In this Agreement, the term "Hair/Make-Up" shall be construed to mean Hair, Wigs, Make-Up and Prosthetics.

ARTICLE 7
WAGES AND CONDITIONS

The department shall be considered activated for any Broadway/theatrical show that travels with a hair department and that plays a minimum of 8 consecutive performances at the Golden Gate Theatre, Orpheum Theatre. If a production plays less than 8 performances the department may be activated at the request of the employer or production, but this is not required.

When activated a minimum of 1 local 706 member (at crew rate) is required to be present during show calls only, unless the employer or production requires more members or for the member to also be there for work calls/rehearsals, load in or load outs.

7.1 Work Week: The work week shall, for purposes of computation of compensation, commence on Monday at 12:00 a.m. and end at 11:59 p.m. the following Sunday, and shall consist of six out of seven days.

7.2 Categories: Employees covered by this Agreement will be classified for the purpose of pay on **LEGIT THEATER, COMMUNITY THEATER, and INDUSTRIAL or CORPORATE** productions as follows:

Department Head Hair/Make-Up Artist, or House Supervisor: When the Hair/Make-Up Department is activated, there shall be one Head Hair/Make-Up Artist who will organize the department and maintain hair, wigs, make-up and prosthetics throughout the run of the show/production.

Key Hair/Make-Up Artist: If a member of the Hair/Make-Up Department (other than the Head Hair/Make-Up Artist) is assigned principal responsibility for the hair/make-up of any individual whose names appear above the title, that crew member shall be elevated to the position of Key Hair/Make-Up Artist. Key Artists may also be assigned at the Company's discretion.

Hair/Make-Up Artist (Crew / Extra REG): All employees called under this heading may work with hair, wigs, make-up and prosthetics, **and shall be assigned at the Employer's discretion.**

See Addendum "A" for Categories of Employees for LEGIT THEATER productions:

House Staff: **Regardless of the type of production presented, the Union and the Company will mutually agree on the staffing requirements for each production.** Generally, the same number of personnel needed for the load-in will be required for the load-out, unless special circumstances allow for a change.

7.3 Minimum Wage Scale:

The Company agrees to pay not less than the following base rates for the work performed on Legit Theatre

January 1 – December 31,	2022 (+2.0%)	2023 (+3.5%)	2024 (3.0%)	2025 (+3.0%)
Head Hair/Make-Up Artist / Department House Supervisor				
Hourly rate:	\$ 55.29	\$ 57.23	\$ 58.95	\$ 60.72
Performance Call rate:	\$221.16	\$228.90	\$235.77	\$242.85
Key Hair/Make-Up Artist				
Hourly rate:	\$ 52.30	\$ 54.13	\$ 55.76	\$ 57.44
Performance Call rate	\$209.20	\$216.53	\$223.03	\$229.72
Hair/Make-Up Artist (Crew)				
Hourly rate:	\$ 47.80	\$ 49.48	\$ 50.97	\$ 52.50
Performance Call rate:	\$191.20	\$197.90	\$203.84	\$209.96

7.4 Methods of Determining Rates of Pay: The rate of pay for all work performed by covered Employees shall be determined in one (1) hour increments, unless otherwise noted (**See Sideletter One – Pre-Production**). **The selection of assigned WAGE SCALE rates will be mutually agreed upon by the Union and Company prior to the show, and in consideration of other theatrical craft union’s assigned Wage Scale.**

7.5 Overtime:

A. One and one-half (1½) times the Base Hourly Rate shall be paid for the following:

1. Work over eight (8) hours worked in any one day.
2. Work in excess of forty (40) hours worked in any work week.
3. Work performed on the seventh (7th) consecutive day.
4. Over two (2) performances in one day.
5. Over 8 performances in one week.

B. Double (2) times the Base Hourly Rate shall be paid for the following:

1. Work in excess of twelve (12) hours worked in any one day.
2. Work beyond eight (8) hours worked in any day in which an employee is already receiving one and one-half (1½) times the Base Hourly Rate as a premium rate (e.g. seventh (7th) consecutive day worked, Holiday, etc.)
3. Work performed between the hours of 12:00 midnight and 8:00 a.m.

All other situations shall be based on compounded wages from hours worked due to the different conditions and stipulations (for example: prevailing rate at overtime after eight; occurring after 12:00 midnight. The hourly wage shall be the compounded sum of two overtime situations).

7.6 Performances in Excess of Eight (8) in a Week: Performances in excess of eight (8) in a week shall be compensated at one and one-half (1½) times the base performance rate as premium pay.

7.7 Performances in Excess of Two (2) in a Workday: Performances worked in excess of two (2) in a workday shall be compensated at one and one-half (1 1/2) times the Base Performance Rate as premium pay.

7.8 Minimum Call for Hourly Employment: The minimum call for hourly employment shall be four (4) consecutive hours.

7.9 Performance Calls: Performance Calls shall be four (4) hours, including the one (1) hour prior to curtain and a fifteen (15) minute securing time. There shall be no maintenance work during a Performance Call **on a LEGIT THEATER production, however the Union and the Company agree to consider each individual LEGIT, COMMUNITY, and/or INDUSTRIAL or CORPORATE production separately, and will mutually agree on the maintenance requirements for each individual production.**

Performance Call duties include blocking and unblocking of wigs and hairpieces, light re-styling or “touch-ups” on the hairpieces; sanitizing/cleaning of lace; wig, hairpiece, and make-up application and/or removal; care given to the actors, and all necessary changes and quick-changes.

7.10 Continuity Calls: A one (1) hour “Continuity Call” may be added before or after any Performance Call (above) or Maintenance Call (below). If utilized, the employee shall be allowed one (1) fifteen (15) minute rest period during the five (5) hour call.

7.11 Maintenance Calls: If more than basic “light” maintenance is necessary, then a separate Maintenance Call shall be made for maintenance work, payable at the prevailing hourly rate. This is a four (4) hour minimum call. Any variances shall be mutually determined by the Employer and the Union Steward or Union Representative.

Maintenance Work is defined as: washing, setting, dressing, styling, or re-styling, ventilating, repair, or alterations performed on hairpieces; haircuts, bleaching, tinting, permanent waving, or other chemical work.

7.12 Load-out:

1) If the Load-out continues past the end of the Performance Call, time worked after the performance shall be compensated at the prevailing hourly rate, in one-hour increments.

2) Load-out may be a separate call attached to a Performance Call; in which case, a two (2) hour minimum shall apply, OR a stand-alone call; in which case, the four (4) hour minimum shall apply.

3) Load out during a performance is highly discouraged, although often times this is imposed due to a tight schedule for Load-out. When this situation is confronted, two (2) hours of additional pay at one and one-half (1½) times the Regular Wage Rate shall be compensated to employees performing “Load-out” work in addition to their regular duties (i.e “packing while working”) during the Performance Call.

7.13 Rest Periods: During each consecutive four (4) hour period that an employee is on call - **other than a 4-hour Performance Call, or during Pre-Production (See Sideletter One – Pre-Production)**, the employee will be permitted a fifteen (15) minute rest period. **A rest period is required during each consecutive five (5) hour period that an employee is on call**

7.14 Meal Periods: Employees shall receive a one (1) hour (un-paid) meal period after they have been employed not more than five (5) consecutive hours. In the event the employee is required to work more than five (5) consecutive hours without a meal break, the Company will pay a penalty of an amount equal to the hourly rate, in addition to the prevailing hourly rate, for each hour in Meal Penalty, until a meal break of at least one (1) hour is taken.

Where necessary in the opinion of the Company, in lieu of the meal period provision of this agreement, the Company may provide an **adequate meal** and schedule a thirty (30) minute eating period, in which case **no time will be deducted, and the 'Meal Penalty clock' will reset at the end of the meal break.**

7.15 Vacation Pay: The Company shall pay vacation compensation of **eight percent (8%)** of the employee's gross wage, paid in addition to that wage. This vacation pay shall be paid to the employee at each pay period.

7.16 Paid Sick Leave: The Company shall provide Paid Sick Leave as outlined in **the San Francisco Paid Sick Leave Ordinance (PSLO)** and the **Healthy Workplaces / Healthy Families Act of 2014**. The Company shall provide Paid Sick Leave upon the oral or written request of the employee, for themselves or a family member, for the diagnosis, care or treatment of an existing health condition or preventative care, or if the employee is a victim of domestic violence, sexual assault or stalking. An employee may request Paid Sick Leave following the ninetieth (90th) day of employment. The Company may limit the amount of accrued Paid Sick Leave to seventy-two (72) hours, however, unused accrued Paid Sick Leave shall carry over to the following calendar year of employment.

7.17 Holidays: The following are recognized Holidays:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Martin Luther King's Birthday, Thanksgiving Day and Christmas Day.

All employees working on Christmas Day and New Year's Day shall receive double (2) times the Base Hourly Rate for the first eight (8) hours worked, and two and one-half (2 1/2) times the Base Hourly Rate for all work in excess of eight (8) hours. Two (2) times the Base Performance Rate shall be paid for any performance worked on these days.

All employees working on any other recognized Holiday shall receive one and one-half (1 1/2) times the Base Hourly Rate for the first eight (8) hours worked, and two (2) times the Base Hourly Rate for all work in excess of eight (8) hours. One and one-half (1 1/2) times the Base Performance Rate shall be paid for any performance worked on these days.

7.18 Paid Performances: All performances presented before a paying audience shall be compensated at the applicable Performance Rate; all other rehearsals shall be paid at the prevailing Hourly Rate.

7.19 Publicity, Promotion and News Coverage: As a continuity of employment, the Company may schedule a Picture Call for a minimum of one (1) hour to a maximum of two (2) hours before or after the Performance Call; this Picture Call shall be compensated at the regular Prevailing Rate.

7.20 Visual Reproductions: All employees shall be compensated by the payment of one (1) additional Performance Call for any visual reproductions of the production recorded during a regular Performance Call (including but not limited to film, video-tape, still photographs, etc.) when such recording is used in paid media, or where the Company receives direct remuneration for the captured visual recording.

One archival videotaping of the show may be permitted annually without additional compensation. This videotape may not be used for broadcast on air or for commercial use of any kind

7.21 Turnaround: The eight (8) hour period between the end of one call worked by an employee and the start of the next call worked by the same employee the following day shall be deemed to be the turnaround period. If an employee works during said "turnaround period", such employee shall receive two (2) times the prevailing hourly rate until an eight (8) hour break occurs.

7.22 Cancellation of Calls: In the event of a cancellation of a Performance or Maintenance (work) Call, it is agreed that eight (8) hours' notice to the employee constitutes sufficient notice for a no-penalty cancellation. In the event that the Company is unable to give notice eight (8) hours prior to the start of the scheduled call, the Company shall be required to compensate the Employee for a minimum of four (4) hours.

7.23 Turnaround Period Between Calls: The maximum turnaround period between two calls in a given day will be a total of three hours (3). A fee in the amount of twenty-five dollars per hour will be charged for time in excess of the three (3) hours allotted until the next call resumes.

7.24 Replacement of Employees to Avoid Overtime: The Company will at no time be permitted to change employees to avoid the payment of overtime.

ARTICLE 8
GENERAL CONDITIONS

8.1 Pay Day: Employer agrees to issue payroll checks in accordance with the Employer's regular pay period . The Employer will be in accordance with the California Labor Code. The Employer will post its schedule of wage payments, where all crew members will be able to see

PAYROLL

The Employer and Union confirm that IATSE Unit 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"). In the event of a resignation, the Employee shall become ineligible for future employment with Employer.

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

Each individual technician shall be given the option of payroll checks electronically deposited in an account designated by the individual technician or being issued a debit card.

8.2 Working Facilities: The Company will use its best efforts to see that a suitable workplace with proper lighting, ventilation, and fans (as deemed necessary), be provided as well as proper sanitary conditions, toilet facilities, wash basins, etc. Proper provisions must be made to safeguard clothing and job-related equipment of the hair/make-up crew.

8.3 Equipment: All equipment furnished by the Company must be safe, sanitary, mechanically sound and in good working order.

The Company shall be required to reimburse the employees for any loss or damage to equipment furnished by the employees at the request of the company, except where such loss or damage is caused by willful or negligent conduct of the employee.

8.4 Parking: The Company may arrange parking in a prescribed and convenient place at the lowest cost to employees that the Company can obtain. Further, if free or reduced-rate parking is provided by the Company for any other group of employees, employees covered under this agreement will be allowed to participate at the same reduced (or free) rate.

8.5 Program Credit: The Company shall give credit to Make-Up Artists and Hair Stylists Local 706 among those listed under the I.A.T.S.E. logo. The Company shall **use its best efforts** to give program credit to the Head of Department and Key Artists. **Not applicable to LEGIT THEATER / road shows.**

8.6 Services Gratis: No employee covered under this Agreement shall be permitted at any time for any reason to give his services gratis.

8.7 Access to Premises: It is mutually agreed that the Business Representative or his accredited agent shall be admitted on or in the premises on Union business.

8.8 Staffing on Yellow Card Shows: Staffing conditions pertaining to road attractions shall be consistent with the "Yellow Card" or "Pink Contract" issued by the I.A.T.S.E.

8.9 Force Majeure: Guarantees provided herein shall not be binding upon the Company where forces outside of the Company's control prevent the Company from satisfying the guarantees hereunder. Such forces shall include but not be limited to war, terrorism and/or terrorism-related activities, civil insurrection, riot, earthquake, flood, fire, power or public utility failure, labor disputes, strikes, or lockouts that force closing of the site of the performance or otherwise require the cancellation of performances or rehearsals.

ARTICLE 9
HEALTH, WELFARE AND ANNUITY PLANS

9.1 **Health and Welfare:** The Company agrees, in addition to all wages and other sums required hereunder, to make contributions on behalf of each employee covered by this Agreement to **one of the following options:**

1) **Entertainment Industry Flex Plan** or its lawful successor.

The Company will make contributions on behalf of each such employee in the sum of **fourteen and one-half percent (14.5%) of the gross wages including vacation** earned commencing upon each such employee's first date of employment; **effective July 1, 2018**, the Company will make contributions on behalf of each such employee in the sum of **fifteen percent (15.5%) of the gross wages including vacation** earned commencing upon each such employee's first date of employment.

2) **Entertainment Industry Flex Plan** is an IRS-approved Welfare Trust Fund which permits monies to be contributed to your individual account with the plan that under present law are not subject to income tax. Payment of contributions to the Flex Plan shall be received by the fifteenth (15th) day of the calendar month following the payroll month in which the employee worked. Contributions received after the due date shall be considered delinquent. The amount of damage to the Fund(s) resulting from any such delinquency shall be presumed to be the sum of \$10.00 or 7% percent of the indebtedness to each fund, whichever is greater, which is an approximation of the cost of processing a delinquency. This amount shall, at the Trustee's discretion become due and payable to the Fund(s) by the Employer as liquidated damages and not as a penalty, immediately following the date the contribution(s) became delinquent.

9.2 Please complete the attached Job/Production Information for these employees, and send to: Entertainment Industry Flex Plan at P.O. Box 60669 Los Angeles, CA 90060-0669 (this address is for Employer Contributions only; all other correspondence should be addressed to: Entertainment Industry Flex Plan at P.O. Box 17928 Los Angeles, CA 90017-2297).

Pension Plan: For the duration of this Collective Bargaining Agreement, The Company agrees, in addition to all wages and other sums required hereunder, to make contributions on behalf of each employee covered by this Agreement to:

1) Local 33 401 K Trust Plan or its lawful successor.

The Company will make contributions on behalf of each such employee in the sum of **ten and four-tenths percent (10.4%) of the gross wages including vacation pay**, for all covered employees

2) The **I.A.T.S.E. Local 33, Section 401(k) Trust Plan** is a 401(k) pension and profit-sharing plan established in accordance with all applicable laws subject to the approval of the Internal Revenue Service. Voluntary contributions will be permitted in accordance with the requirements of the Plan. The **I.A.T.S.E. Local 33 Section 401(k) Trust Plan** is administered by a Board of Trustees made up of equal numbers of Union and Employer representatives pursuant to the terms and provision of the written plan agreement. Payment of contributions is due the first (1st) day of each month after the month of accumulated benefits and shall be paid not later than the fifteen (15th) day of the following month and shall be deemed delinquent on the thirtieth (30th) day of that month. Payment of contributions is otherwise subject to the rules, regulations of the **I.A.T.S.E. Local 33 401 (k) Plan** fund. All payments should be mailed to:

I.A.T.S.E. Local 33 Trust Funds
File #53835
Los Angeles, CA 90074-3835

These payments should be accompanied by a remittance report that states the employee's name, social security number, gross wages, including vacation pay and the basis for contributions. All other correspondence should be addressed to:

IATSE Local 33 Trust Funds
1200 Wilshire Blvd, Fifth Floor
Los Angeles, CA 90017-1906
(213)406-2330

The Fund can accept ACH/Wire contributions if interested. You may reach them at (213) 406-2330 or iatse33ec@bpabenefits.com

ARTICLE 10
GRIEVANCE AND ARBITRATION PROCEDURES

All grievances, complaints and disputes involving the application or interpretation of the terms or provisions of this Agreement shall be settled in accordance with the following procedure. If the last day of any time period set forth in this section falls on a Holiday, Saturday or Sunday, the applicable time period will extend until the end of the next full calendar day which is not a Holiday, Saturday or Sunday. Any grievance which is not filed within the time limitations set forth below shall be deemed waived, except that either the Company or the Union may request an extension of not more than three (3) days due to events or circumstances beyond their control. Such extension must be requested in writing at least twenty-four hours (24 hours) prior to the conclusion of the time limit.

STEP ONE:

The Union, on behalf of itself or an employee, may file a grievance with the designated Company representative within seven (7) calendar days after the event which gave rise to the grievance or three (3) calendar days from the date on which the grievant knew or reasonably should have known of the events on which the grievance is based, whichever is later. Within seven (7) calendar days the parties shall meet to try to settle the grievance. Should the grievance not be resolved at the Step One meeting, the grievance shall proceed to Step Two as outlined below.

STEP TWO

Within ten (10) calendar days from the settlement meeting outlined in Step One above, any grievance not resolved may be submitted to a committee consisting of the General Manager/General Director of the Company and an International Representative of the Union for resolution. Any resolution of the committee shall be final and binding upon all parties. Should the committee be unable to come to a decision in their deliberations, the matter shall be submitted to Step Three (arbitration). A demand for arbitration shall be made within seven (7) calendar days of the meeting with the committee. All requests for arbitration shall be made in writing by notifying the other party by certified mail, return receipt requested.

STEP THREE

An impartial Arbitrator shall be selected by mutual agreement of the Union and the Company. In the event the parties shall not agree upon an impartial Arbitrator within five (5) calendar days after receipt of Notice of Intention to Arbitrate, the Federal Mediation and Conciliation Service shall be requested to nominate five (5) persons, all of whom shall be qualified to act as arbitrator. If the Union and the Company cannot agree on one (1) of the five (5) to act as Arbitrator, they shall strike names alternately until one (1) name remains and he/she shall be the impartial Arbitrator, whose decision shall be final and binding upon the parties. Every effort shall be made to secure a decision from the impartial Arbitrator within the thirty (30) calendar days after submission to him. The Arbitrator shall have no power to alter, amend, change, add to, delete, or subtract from the terms of this Agreement, but shall determine only whether there has been a violation of this Agreement as alleged in the grievance. The decision of the Arbitrator shall be based only on the evidence and arguments presented by the respective parties in the presence of each other and he/she may rule on only a single grievance unless the parties mutually agree otherwise in writing. The Arbitrator shall not have the power to substitute his discretion for the discretion of the Company or the Union in those cases where the Company or Union are vested with discretion. Each party shall bear its own costs of processing a grievance and shall equally share the cost and fee of the impartial Arbitrator.

ARTICLE 11
SEPARABILITY

The terms and conditions of this Agreement are joint and separable, and if a clause herein shall hereafter be declared illegal by a court or body of competent jurisdiction, the rest of the Agreement shall not thereby fail or be rendered null and void and inapplicable but shall continue in force and effect and only the illegal clause shall thereby be rendered null and void and severed from this Agreement.

ARTICLE 12
PRIOR OBLIGATION

As this union is a member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, nothing in this contract shall ever be construed to interfere with any obligation the Union owes to such International Alliance by reason of a prior obligation, provided that the foregoing shall in no event be construed or applied so as to contravene any applicable Federal or State Law.

ARTICLE 13
PICKET LINE

Notwithstanding any other provisions of this Agreement, the Company shall not require any employee covered hereunder to pass through a legal picket line when the establishment of such picket line has been authorized and approved by the International Alliance of Theatrical Stage Employees and the refusal of any such employee to pass through such picket line shall not constitute a breach of this Agreement by the International Alliance or the Union.

ARTICLE 14
NO STRIKE – NO LOCKOUT

The Union agrees not to strike during the term of this Agreement. The Employer agrees not to lock-out employees during the term of this Agreement.

ARTICLE 15
NOTICE OF SHOW CLOSING

Each employee shall be entitled to one (1) weeks' notice of the closing of the show, except in Force Majeure situations, in which case notice may be less than 1 week.

ARTICLE 16
ENTIRE AGREEMENT

This Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior Agreements and undertakings, oral and written, expressed or implied, between the Company and the Union or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

ARTICLE 17
TERM

This Agreement shall remain in full force and effect from November 18, 2022 and shall expire on **December 31, 2025**.

Accepted and Agreed to

By:

Date _____
Rainer Koeners / Managing Director Broadway San Francisco LLC

By:

K. Westerfield Date January 4, 2023
Karen J. Westerfield, Business Representative
Make-Up Artists and Hairstylists Guild, Local 706

Patrice K. Madrigal Date Jan. 4, 2023
Patrice K. Madrigal, Assistant Business Representative Theater/Non-Roster
Make-Up Artists and Hairstylists Guild, Local 706

ADDENDUM "A"
LEGIT-THEATER

Unless specifically modified by this addendum, all articles, conditions, and practices of the collective bargaining agreement shall apply.

This **ADDENDUM "A"** shall apply to the following types of activities and **LEGIT THEATER** productions presented by **BROADWAY SAN FRANCISCO LLC**:

7.2 Categories: Employees covered by this Agreement will be classified for the purpose of pay on productions of a "Legit National Tour" as the term is understood in the industry, or part of a touring engagement such as a dance or music event with an international touring company, as follows:

Department Head Hair/Make-Up Artist, or House Supervisor: When the Hair/Make-Up Department is activated, there shall be one Head Hair/Make-Up Artist who will organize the department and maintain hair, wigs, make-up and prosthetics throughout the run of the show - unless the show is under an IATSE Yellow Card, and a Hair/Make-Up 'Head of Department' is employed on Pink Contract. Should no such Pink Contract 'Head of Department' be employed in the Hair/Make-Up Department, this category will automatically be activated. Nothing herein shall prevent the Company, at its discretion, from employing a Department House Supervisor on any IATSE Yellow Card / Pink Contract show.

Key Hair/Make-Up Artist and Hair/Make-Up Artist (Crew / Extra REG): as per the CBA.

7.3 MINIMUM WAGE SCALES:

The Company agrees to pay not less than the following base rates for the work performed on **LEGIT THEATER** productions:

Nov 18, 2022 – Dec. 31, 2025

Department Head Hair/Make-Up Artist / House Supervisor

Hourly rate: **\$ 55.29**

Performance Call rate: **\$221.16**

Key Hair/Make-Up Artist

Hourly rate: **\$ 52.30**

Performance Call rate **\$209.20**

Hair/Make-Up Artist Crew / Extra REG

Hourly rate: **\$ 47.80**

Performance Call rate: **\$191.20**

Accepted and agreed to

By: **Broadway San Francisco LLC:**

IATSE Local 706:

Rainier Koeners/ Managing Director Broadway
San Francisco LLC

Date _____

Karen J. Westerfield, Business Representative

Date Jan. 4, 2023

Patrice K. Madrigal, Asst. Business Rep. Theater

Date _____

Patrice K. Madrigal, Asst. Business Rep. Theater

Date Jan. 4, 2023

ADDENDUM "B"
COMMUNITY THEATER, MUSIC, COMEDY AND ONE NIGHTERS

Unless specifically modified by this addendum, all articles, conditions, and practices of the collective bargaining agreement shall apply.

This **ADDENDUM "B"** shall apply to the following types of activities and **COMMUNITY THEATER AND/OR MUSIC, COMEDY AND ONE NIGHTERS** productions produced or presented by **BROADWAY SAN FRANCISCO LLC**:

Theatrical productions produced in a community theater model that are not part of a "Legit National Tour."

7.3 MINIMUM WAGE SCALES:

The Company agrees to pay not less than the following base rates for the work performed on **COMMUNITY THEATER, MUSIC, COMEDY AND ONE NIGHTER** productions:

Nov. 18, 2022 – Dec. 31, 2025

Department Head Hair/Make-Up Artist / House Supervisor

Hourly rate: **\$ 40.52**

Performance Call rate: **\$162.08**

Key Hair/Make-Up Artist

Hourly rate: **\$ 38.32**

Performance Call rate **\$153.28**

Hair/Make-Up Artist Crew / Extra REG

Hourly rate: **\$ 36.83**

Performance Call rate: **\$147.26**

Accepted and agreed to

By: **Broadway San Francisco LLC:**

IATSE Local 706:

Date Karen J. Westerfield Date Jan. 4, 2023
Karen J. Westerfield, Business Representative

Date Patrice K. Madrigal Date Jan. 4, 2023
Patrice K. Madrigal, Asst. Business Rep. Theater

ADDENDUM "C"
INDUSTRIAL OR CORPORATE PRESENTATIONS

Unless specifically modified by this addendum, all articles, conditions, and practices of the collective bargaining agreement shall apply.

This **ADDENDUM "C"** shall apply to the following types of activities and **INDUSTRIAL** or **CORPORATE** productions, as the terms are understood in the industry, produced or presented by **Broadway San Francisco LLC**:

7.3 MINIMUM WAGE SCALES:

The Company agrees to pay not less than the following base rates for the work performed on **INDUSTRIAL** or **CORPORATE** productions:

Department Head Hair/Make-Up Artist / House Supervisor

Hourly rate: \$ 43.67
Performance Call rate: \$174.68

Key Hair/Make-Up Artist

Hourly rate: \$ 41.30
Performance Call rate \$165.20

Hair/Make-Up Artist Crew / Extra REG

Hourly rate: \$ 39.69
Performance Call rate: \$158.73

Accepted and agreed to

By: **Curran Theater:**

Rainier Koeners /Managing Director
Broadway San Francisco LLC

Date _____

IATSE Local 706:

K. Westerfield Date Jan. 4, 2023^{kw}
Karen J. Westerfield, Business Representative

Date _____

Patrice K. Madrigal Date Jan. 4, 2023
Patrice K. Madrigal, Asst. Business Rep. Theater

SIDELETTER ONE
REGARDING "PRE-PRODUCTION"

During the time designated as "Pre-Production" – the technical rehearsal period before the official Opening of the production, including work performed before or after "preview" performances - the Union shall agree to the following concessions:

7.4 Methods of Determining Rates of Pay: The rate of pay for all work performed by covered Employees shall be determined in **one-half (1/2) hour** increments.

7.10 Minimum Call for Hourly Employment: The minimum call for hourly employment shall be four (4) consecutive hours. **All work performed prior to the official Opening of the production is "hourly employment" for the purpose's maintenance, rehearsals, and pre-views.**

7.13 Rest Periods: During each consecutive **five (5) hour** period that an employee is on call, the employee will be permitted a fifteen (15) minute rest period.

7.14 Meal Periods: Employees shall receive a one (1) hour (un-paid) meal period after they have been employed not more than five (5) consecutive hours. In the event the employee is required to work more than five (5) consecutive hours without a meal break, the Company will pay a penalty of an amount equal to the hourly rate, in addition to the prevailing hourly rate, for each hour in Meal Penalty, **determined in one-half (1/2) hour increments**, until a meal break of at least one (1) hour is taken.

Where necessary in the opinion of the Company, in lieu of the meal period provision of this Side letter to the agreement, the Company may provide an **adequate hot meal** and schedule a thirty (30) minute eating period, in which case **no time will be deducted, and the 'Meal Penalty clock' will reset at the end of the meal break.**

All other wage rates, terms and working conditions shall prevail during "Pre-Production".


Accepted and agreed to:

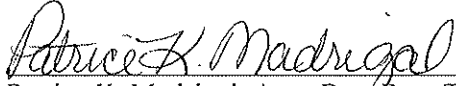
By: **Broadway San Francisco LLC:**

Rainier Koeners /Managing Director
Broadway San Francisco LLC

Date _____

IATSE Local 706:

 _____ Date Jan. 4, 2023
Karen J. Westerfeld, Business Representative

 _____ Date Jan. 4, 2023
Patrice K. Madrigal, Asst. Bus. Rep. Theater