



**Working Agreement Between
Broadway San Francisco, LLC
And
International Alliance of Theatrical Stage
Employees, Moving Picture Technicians, Artists
And Allied Crafts of the United States and Canada
Local No. 16**

July 1, 2023 – June 30, 2026

**Local 16 I.A.T.S.E.
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PREAMBLE

This agreement "Legitimate Agreement", made and entered into this first day of July 1, 2023, by and between Broadway San Francisco, LLC, of the City and County of San Francisco, State of California, hereinafter known as the Employer, and Local 16 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada of the City and County of San Francisco, State of California, hereinafter known as Local 16.

I. WITNESSETH

The Employer agrees to employ stage employees and maintenance personnel referred by Local 16. The Union agrees to furnish competent employees to perform work required by the Employer under the provisions of this agreement. The Employer further agrees to the following conditions and scales as hereinafter specified in this agreement.

II. RECOGNITION

The Employer agrees to recognize Local 16 as the exclusive bargaining agent for all persons employed by Broadway San Francisco, LLC, who perform work under the jurisdiction of Local 16 as hereinafter specified.

III. SCOPE AND JURISDICTION

The scope of this agreement and jurisdiction of Local 16 is to include all carpentry, electrical, audio, video, projection, property, mechanized scenery and effects traditionally falling within work performed in the legitimate theatres owned or operated by BSF, LLC. (OR COVERED BY THIS CBA).

Covered herein, are the take in/ out, handling, assembly and the dismantling of any and all equipment related to the put on of any attraction or show presented in these BSF properties (OR COVERED BY THIS CBA). Rehearsals, auditions and any other presentations of these, or non-theatrical performances, to be included.

Further, Local 16's jurisdiction extends to any carpentry, electrical, audio and property in lobbies, dressing rooms, storage areas in normal take in/out facilitation related to the presentation of shows or public events, as well as general maintenance of BSF's theatres. (See Sec. IV, B.)

IV. HOUSE STAFF

A. The Employer shall have the right to the selection of staff employees, defined as the four (4) Heads of Department and Flyman. The Flyman shall be selected by the House Carpenter in consultation with the Employer. The work of each employee covered by this agreement shall be directed by the Employer through the heads of each department (carpentry, electric, property and sound). All heads of department shall work as well as supervise all work done in their respective departments and make and place all authorized work calls. When workers, in addition to the House Carpenter, are called in for the carpenter department, the Flyman shall be first

called, as the carpenter's assistant, at the Flyman's rate and minimums.

- B. House Staff shall do minor house maintenance work, not to exceed, however, eight (8) hours per week. Minor house work is defined as minor upkeep of the premises, such as fixing of occasional broken seats, repairing of door hinges, panic bolts, or re-lamping of the house, etc. This classification is limited to particular repair jobs, which cannot be reasonably identified or considered to be part of any general plan for improvement of the house and only requires the services of the Head of Department. The Head of Sound will be allowed to assist the Head of Electrics in the absence of any sound maintenance to be done. All maintenance work requiring extra crew shall be paid at the Builder Rate of Pay as necessary (see XIX. B).
- C. The Employer and Local 16 agree to the practice of hiring Heads as show extras whenever the Heads' "home venue" is dark (not in use). It is understood that the Heads must leave to fulfill their Department Head responsibilities at their "home venue" as the need arises. Those Heads shall be allowed to return to the "active venue", (where they were previously employed as extras), after they fulfill their responsibilities at their "home venues".

V. SHOW CALL

- A. The show call shall be paid at a mutually agreed upon premium rate.
- B. The setting, striking and working of a performance shall not exceed four (4) hours. A half-hour call shall be included as part of the show call.
- C. A dress rehearsal shall be paid the same as a show. A dress rehearsal shall be defined as all production elements in place (i.e. lights, sound, costumes, wigs, orchestra, etc.), with no scheduled stopping of the performance except intermissions.
- D. A show call shall be defined as any performance more than 30 minutes in length with a paid audience and all elements of the show. (i.e. lights, sounds, costumes, wigs, orchestra, etc.)

VI. CONTINUITY

Any work performed, directly relating to the show call, prior to or after a show will be deemed "continuity" and will be paid at a minimum of time and one-half (1-1/2) the straight time rate. Two (2) hours of continuity per performance is allowed. Continuity hours are subject to the following limitations:

- A. Show pre-sets, including scenery, property shuffle, electric rig/audio check out and burnout/battery, effect loading or tank replacements.
- B. Emergency scenery, property, electrical fixes to facilitate proper function of a theatrical element for the ensuing show.

C. Publicity as described in Sec XXIV. F.

D. Exclusive of show maintenance or avoidance of a work call.

E. Only when all technical aspects of the hour have been exhausted, will any spacing, dance, vocal or emergency put-in rehearsal time be granted with limited scenery, property and lighting effect availability, subject to consultation by the PSM, Company Manager as well as House and Road Carpenters. This is exclusive of any fight/stunt calls that are required for the safety of the performers.

VII. EMPLOYEES WORKING IN COSTUME

Employees required to be in costume on stage during the performance of their duties will receive no less than one (1) hour at the straight time rate, in addition to their performance rate.

VIII. WORK DURING PERFORMANCE

All employees required to do any work other than the actual working of a performance shall be paid at the prevailing hourly rate in addition to their performance pay.

IX. MINIMUM CALLS

A. House Staff will be paid a minimum call of eight (8) hours, except in conjunction with show calls, where the minimum call shall be four (4) hours. Any call before 12:00 p.m. (noon) not in conjunction with an afternoon performance or rehearsal shall be an eight (8) hour minimum.

B. All extra help will be paid a minimum call of five (5) hours.

C. OTHER MINIMUMS

The following shall never be subject to, nor cause for a meal penalty:

1. Any crew person performing the mop duty onstage shall be compensated with one hour at time and one half (1.5x) the extra rate. The mop may not exceed one hour.
2. If a rehearsal piano is required to be set following a performance to be available at the onset of a rehearsal to follow, one (1) hour at the time and one-half (1.5 x) the straight time rate will be paid to the necessary employees, at the appropriate head and extra rates. This compensation will cover the setting and striking of the piano.
3. In the event a show does not load out after its last performance, the property and audio departments may engage in an orchestra pit clear, at the show's discretion. Time and one half (1.5x) of the appropriate head and extra rates shall

apply. Work may not exceed one hour.

4. Upon approval by BSF, the house staff shall be allowed to shop for the needs of a show. A one hour maximum, to be paid at the appropriate rate, would apply. Any additional time, beyond the one (1) hour maximum, will require a four (4) hour minimum call.

X. MEAL PERIODS

- A. A meal break shall be given no less than three (3), nor more than five (5) hours after the beginning of a call, or after a meal break.
- B. All employees shall have a full hour for meals. If an employee is given less than one (1) full hour for a meal, said employee shall continue on the payroll and be paid at the prevailing rate. A minimum break of thirty (30) minutes is required. The clock for the next 5 hour meal resets at the end of the meal break.
- C. If employees are broken for a meal they shall receive a two (2) hour minimum call when they return to work after a one hour meal.
- D. Employees beginning a load out after working a show shall be subject to these same conditions, i.e., they should either be broken for an hour prior to the load out, or receive a paid hour for a break of at least a half hour, prior to the beginning of the load out.

XI. SIX DAY WORK WEEK

The work week for all employees covered under this agreement shall consist of no more than six (6) working days per week.

In the event an employee is required to work more than six (6) days in any seven (7) days, all time worked on the seventh day shall be computed at no less than two times (2x) the prevailing rate, up to the maximum allowable rate.

XII. REST PERIOD

A rest period of at least nine (9) hours is required between the end of one workday and the beginning of the next.

XIII. HOLIDAYS

The following shall be designated holidays for all employees: New Year's Day, Washington's Birthday (February 22nd), Memorial Day (actual), Juneteenth (June 19), 4th of July, Labor Day, Thanksgiving Day, and Christmas Day, and Veterans Day (November 11).

XIV. PENALTIES: MEAL PENALTY, SEVENTH DAY, FORCED CALL, HOLIDAYS

- A. Meal Penalty: The penalty for exceeding five (5) hours without a meal break shall be double (2x) the prevailing rate until such time a meal break is given.
- B. In the following instances, all hourly work shall be computed at double (2x) the hourly straight time rate, and double (2x) the performance rate for performances:
 - 1. Seventh Day: After six (6) consecutive days of work.
 - 2. Forced Call: If a rest period of at least nine (9) hours is not given, from the end of one workday to the beginning of the next.
 - 3. Holidays.

When two or more of the stated conditions (1.-3. above) fall on the same day, an additional hour at straight time will be paid, for every hour worked.

XV. CREWS AND MANPOWER

- A. The minimum show crew should be no less than five (5) staff employees to be defined as follows: Head Carpenter, Head Electrician, Head of Properties, Head Sound Technician and Flyman.
- B. For working performances, the staff employees shall be paid at the weekly rate for no fewer than five (5) and no more than eight (8) performances.
- C. House Staff employees will be paid at a rate of one eighth (1/8) the weekly salary per performance for any show or dress rehearsal worked.
- D. All employees required to work more than eight (8) performances within a week shall be paid at the rate of one and one-half times (1.5x) the performance rate per performance in excess of eight (8) performances.

Any show of 125 minutes or less (including a half hour call and five minutes late start time) can schedule up to eleven (11) performances in a week for the standard performance rate of eight (8). Past 11 performances, each performance shall be at the performance rate plus a 25% premium. If more than fourteen (14) performances are worked in a week, double (2x) the performance rate will be paid for each performance in excess of fourteen (14).

- E. The Employer will attempt to notify Local 16 or the house staff of any crew requirements at least one (1) week in advance of the call time.

- F. The minimum call for a load out immediately following a performance (i.e., on the same day) shall be four (4) hours for all personnel.
- G. All personnel (up to the Yellow Card call) will remain on the payroll for the entire duration of a load out.
- H. All personnel will assist in the entire load out, and after the work of their department is complete, will cross department lines as necessary to assist in the load out of the show and the restoration of the theater.
- I. The number of traveling employees engaged under a set Yellow Card may exceed the number of employees covered under this agreement by no more than one traveling employee. If additional local staff is required, it shall never be more than two people. If it is determined and agreed to by Local 16 and BSF, LLC that there is no additional work, the Union may waive the requirement for additional crew. Employees hired under this clause will be exempt from Article VIII, and may be assigned work in the absence of significant show duties. Such work to be assigned by the House Department Head. This clause would not include meetings, personal computer work, phone calls, office work, paperwork, etc.
- J. A minimum of two House Staff are required for a work light rehearsal with guidelines as follows:
 - 1. Determination of Staff personnel to be dictated by the needs of the rehearsal.
 - 2. Except when no show elements are utilized, such as show props, or scenic elements; then, minimum staffing would be one Head.
- K. Training Rate: When training performances may be required, the current employee and the trainee shall receive full compensation for the hours or performances of training. All training performances shall be approved by the Employer before the Trainee is onsite.

XVI. HIGHER SCALE

Employees required to perform duties not specifically covered by this agreement shall be bound by the agreement covering such work and shall be paid at the higher of the two (2) scales while performing such duties.

XVII. EARLY CALLS

Employees called to work between 6:00 a.m. and 8:00 a.m. shall be paid at one and one-half times (1.5x) the straight time rate until 8 a.m., then shall revert to straight time until eight (8) total hours have been worked. Holiday and seventh day provisions shall apply. All subsequent hours worked will be paid according to the overtime properties and provisions stipulated in this agreement.

XVIII. WAGES: STRAIGHT TIME, OVERTIME AND DOUBLE TIME

All hourly wages to be computed in full hourly increments.

A. STRAIGHT TIME

1. Regular hourly rate (straight time) is paid for the first eight (8) hours per day, 8:00 a.m. to 5:00 p.m. (Seventh days and holidays are excluded) or for the first forty (40) hours worked in each week. (This provision, for the purpose of computation of over-time also excludes hours worked as continuity hours and performances.)
2. On the first day of a load in only, straight time will apply between the hours of 8:00 a.m. and 12:00 a.m. (Midnight) for the first eight (8) hours worked.

B. OVERTIME

An employee may not be replaced on a job, show, or call to avoid overtime.

1. Overtime shall be paid at the rate of time and one-half (1.5x) the straight time rate after eight (8) hours work in a day or forty (40) straight time hours in a seven (7) day period, or 5:00 p.m., whichever arrives first.
2. Time and one-half (1.5x) shall be paid between the hours of 6:00 a.m. and 8:00 a.m., and between 5:00 p.m. and 12:00 a.m. (midnight). [see XVII.]

C. DOUBLETIME

1. After fourteen (14) hours work in a day, double (2x) time shall prevail and shall continue until said employee has had a nine (9) hour rest period.
2. Shall apply between the hours of 12:00 a.m. and 6:00 a.m., except when a call originates before 12:00 a.m. (midnight), when time and one-half (1.5x) will prevail, until fourteen (14) hours have been worked (see above).
3. Seventh (7th) days and Holidays, see XIV above.

D. MAXIMUM ALLOWABLE RATE

There shall be no rate in excess of two times (2x) the straight time rate, except as noted in Section XIV (above).

XIX. OTHER COMPENSATION

- A. Riggers will receive a five (5) hour minimum call at the Flyman rate plus eight (8%) percent vacation. Riggers required to fly a person or inspect flying gear during or before a performance shall receive the Flyman rate.

- B. Builders will receive a five (5) hour-minimum call at the flyman rate plus eight (8%) percent vacation.
- C. When employees are working at height, where fall protection gear is required to be worn, as understood in the industry as a rigging/climbing term and defined by ETCP standards (e.g., focusing overhead trusses or box boom positions) said employees shall receive a five (5) hour minimum call at the Flyman rate for the shift during which the work is performed. For the avoidance of doubt, this rate shall not apply when employees are using mechanical lifts, ladders, or set access equipment for height access.
- D. When necessary, other employees, working out of the ordinary theatrical installation or maintenance of shows, (e.g., permanent infrastructure modification and repair) will receive a five (5) hour minimum call at the flyman rate plus eight percent (8%) vacation.
- E. Employees hired to run a console and not responsible for the maintenance of a production shall be compensated at the flyman rate plus eight percent (8%) vacation. Weekly minimums shall not apply.
- F. Pyrotechnicians may perform cues in any department only under the following circumstances:
 - 1. The use of a pyrotechnic device would require an additional stagehand above the Yellow Card requirements.
 - 2. No cues assigned to the Pyrotechnician may interfere in any way with the execution of the duties of the Pyrotechnician as related to the pyrotechnic device.
 - 3. If the Pyrotechnician is employed as a Pyrotechnician and performs cues in another department, the Pyrotechnician shall be compensated at the Head of Department rate and all minimums shall apply.
 - 4. If the only requirement for a Pyrotechnician is the use of a blank cartridge, the Pyrotechnician may perform cues in another department and be compensated at the pyrotechnic rate.

XX. SCHEDULE OF WAGES

CLASSIFICATION		7/1/2023 To 6/30/2024	7/1/2024 To 6/30/2025	7/1/2025 To 6/30/2026
		4%	3%	3%
Heads of Department	Per week	2,804.60	2,888.74	2,975.40
Master Carpenter	Per show for the setting, striking and working of a performance	350.57	361.09	371.92
Master Electrician				
Master Props		65.59	67.56	69.59
Master Sound	Per hour 8 am to 5 pm	98.39	101.34	104.38
Technician	After eight (8) hours			
Flyman	Per show	317.99	327.53	337.36
Pyrotechnician	Per hour	61.91	63.77	65.68
	After eight (8) hours	92.87	95.66	98.53
Front Light	Per show of four (4) hours or less	4% 293.03	3% 301.82	3% 310.87
Extra Switchboard, Winch, Turntable and Other Key Personnel	Per show of four (4) hours or less	279.14	287.51	296.14
All other help	Per show of four (4) hours or less	257.03	264.74	272.68
		56.84	58.55	60.31
	Per hour 8 am to 5 pm	85.26	87.82	90.47
	After eight (8) hours			
Production Head	Per week	4% 863.97	3% 889.89	3% 916.59
Production Assistant	Per week	699.38	720.36	741.97

XXI. VACATION

- A. House Staff shall receive ten percent (10%) of their gross wages for vacation. All other employees working under the conditions of this agreement shall receive the following vacation compensation:

Eight percent (8.0%) of their gross wages for vacation.

- B. House Staff shall be required to fill out a 'Vacation Request Form' only when their vacation plans conflict with the schedule provided them by the Employer. Staff members will notify the employer of planned vacation time, but will not be subject to disciplinary actions if the vacation plans unexpectedly conflict with work requirements in their 'home venue' due to schedule changes provided less than three (3) months in advance.

XXII. PRODUCTION WORK GUIDELINES

The Employer/Producer shall notify the Union, in writing, at least six (6) months in advance whenever possible, of any proposed Production Work. Consideration for said work may result in mutual development of an agreement wherein specific guidelines, crafted solely and exclusively for that proposal, will be set up relative to that attraction's production needs. In any other instance of production work the following criteria shall apply:

- A. Production work shall be defined as all employment relating to the mounting; or assembly of an attraction in any of the venues covered under this CBA being prepared for the following:
1. A sit down engagement on or off Broadway.
 2. A show for which a Yellow Card will be issued upon completion of such work.
 3. Any initial engagement or sit down of an attraction in Local 16's jurisdiction.
 4. A touring attraction wherein a new cast may be readied, or significant changes are implemented affecting the attraction's scenic, lighting or sound packages.
- B. The load in is defined as the period during which an attraction's physical elements are brought into the building, up to and including the point at which the majority of the attraction's physical elements are installed in the building, with the clear understanding that reasonable allowances will be made for circumstances where scenic elements, props, costumes and other special equipment may not have been installed due to rehearsal needs, shop delays or designer changes.
- C. The Employer, in consultation with the Union, shall set the number of employees for the take-in of said attraction.

- D. The minimum daily call for employees (as per original numbers agreed upon; exclusive of employees above the minimum numbers originally set, (see Section E below) for production work shall be eight (8) hours.
- E. At no time during the take-in will the numbers of employees set prior to "production" be reduced without consultations between the Employer and the Union.
1. Extra Employees may be hired (over the initial number set) on a daily basis and may be added or subtracted, (provided no fewer than the original number set are engaged), on any given day during the take-in. At no time will any call for these additional employees be less than a minimum four (4) hour call.
 2. If both parties agree that if only one member (of the minimum number of employees set) is employed in the Property Department (i.e. the Head) an additional employee will be allocated or be hired as part of the basic crew when props, wardrobe and the like are taken-in to the theatre. This employee shall remain in said department prospectively from that point in time.
- F. Allocations, as to department, may be made by the Employer, in consultation with the Union, with the provision that departmental assignments may be changed on a day to day basis, with the exception of the House Staff who shall stay in department.
- G. A spotting call, electric prehang, advance call or false stage/deck install may be allowed prior to the take-in. The Employer, in consultation with the Union, shall determine the number of Department Heads and the numbers of employees needed to accomplish this work.
- H. The Employer shall, at his discretion, have the right to release employees, exclusive of the House Staff only, daily, to a number sufficient to accomplish the work, once the minimum daily call is satisfied for the aforementioned (i.e. "minimum crew number" set for the take-in).
- I. Upon completion of the load in, tech and work calls may be performed on a departmental basis. There will be no minimum number of employees required on any departmental call provided employees covered under this CBA match the numbers, man for man, of any employee working in any department either under "pink contract" or otherwise working in the theatre for the Employer of Producer for said attraction.
- J. Meal breaks and penalty provisions are as stipulated in this CBA.
- K. The Production shall have shop privileges and access to all house tools in the theatre provided compensation is made for any tool breakage, damage or blade replacement deemed necessary by the House Carpenter at the conclusion of the production work.

- L. The Employer may, with notification in advance to Local 16, be permitted to record audio or video for study or archival purposes only, rehearsals and performances without additional payment or compensation to the working crew. Such authorization shall be limited to a single camera shoot. The Employer, in consultation with the Union, must mutually agree to the nature and staffing of this camera position. Labor for all work performed shall be at the applicable hourly or performance rate.

XXIII. PRODUCTION HEADS AND ASSISTANTS

- A. The Employer, in consultation with Local 16, may use BSF House Staff employees or non-staff employees as Production Heads or Assistants during the course of the production take-in and run of said attraction in addition to serving in their respective House Staff or non-staff positions. In all cases, before production wages are put in effect, BSF must be notified.
- B. Minimum weekly compensation for employees serving in this dual capacity (as Production Heads or Assistants), as enumerated under schedule of wages, will be paid in addition to any performance pay or hourly pay received during the run of the attraction.

C. PRODUCTION COMPENSATION GUIDELINES:

1. Carpenters:

- a) The Head of Department rate should apply if the head or another crew member is responsible for maintenance and repair of the set.
- b) The Assistant production compensation rate should apply if:
 - i) The House Flyman is responsible for directing fly cues.
 - ii) The House Carpenter is responsible for directing the deck carpenters in the execution of the show but is not receiving the production head compensation.

2. Electrics:

- a) Head compensation should apply if the House Electrician:
 - i) runs the lighting console,
 - ii) does not run the console but maintains the rig/design (i.e. checks and fixes focus, burnouts or the electrical rig in general.)

- iii) If the House Electrician runs the console and is responsible for maintenance/repair, then only one head production rate will be paid.
- iv) If the console operator is getting the Flyman's rate and is maintaining the rig, the head production rate will be paid.

b) Assistant compensation should apply if:

- i) The primary followspot operator is responsible for his/her own cues, and calls cues for the other operators.
- ii) The light board operator is being paid the flymans rate and has additional responsibilities (e.g., programming the console or maintaining moving lights), and the head maintains the rig as listed above.
- iii) If the Head Electrician is not running the console or maintaining the rig, but has other extraordinary responsibilities (e.g., servicing and maintaining moving lights), the assistant compensation should be paid.

3. Audio:

a) Head of Department production compensation should apply:

- i) The house head mixes or operates the sound console.
- ii) The house head does not mix the show but is responsible for maintaining the rig/design/sound/speaker/system checks.

b) Audio assistant compensation should apply if:

- i) the house head is committed to monitoring the wireless microphones.
- ii) house head is responsible for building and maintaining the wireless rigs.

4. Properties:

Head of Department compensation should apply if:

- a) the Head is responsible for maintenance and repair of show props.
- b) the Head, working with the production, supervises the purchase of props, shoppers and the integration of props into the production.

D. Any employee receiving "production compensation" shall be paid for said responsibility on a whole week basis. No pro rata of the weekly rate shall occur except:

1. When a show does not load out after its last performance; moving the load out to a singular date only. One sixth (1/6) the weekly rate will be paid for that day.
2. When the employee receiving the "compensation" takes time off of their own volition during that engagement, whereby their replacement would be entitled to the proper fractional pay for the number of performances worked in substitution.

The Employer agrees to inform Producer that Producer may employ Road Contract Employees under an IATSE Pink Contract for any attraction under "production" that is scheduled to move to another location for public presentation. Local 16 requests first consideration for its CBA employees for these Road positions.

XXIV. MOTION PICTURE, TELEVISION BROADCAST AND WEBCAST RATES

- A. For the taking of motion pictures or television (direct, streaming, videotape or film), any employee who performs duties as part of the working crew necessary for such a production shall be governed under Local 16 Motion Picture Agreement and shall be paid accordingly.
- B. It is understood that Local 16 has full jurisdiction over the filming or videotaping of motion pictures within the geographical area granted it under its IATSE Charter and the Employer agrees to be governed under the prevailing scales and conditions concerning motion picture work, if and when the Employer, or any of its subsidiaries and/or affiliates, are filmed or televised.
- C. It is understood that the Employer may present a television or video project proposal to Local 16 which represents a television or video recording activity which does not fall within the classifications outlined in D. (below). It is agreed that the Employer and Local 16 will consider each television or video proposal on a case-by-case basis. Such consideration may result in mutually agreed special wage rates and/or conditions for each such television project proposal.
- D. Television activities shall be classified in the following manner:
 1. Standard Television: This is defined as PBS exhibitions or the program, commercial telecasts, unlimited foreign exhibition or syndicated telecasts.

2. Non-standard Television: This is defined as twelve (12) plays within eighteen (18) months on each non-standard system, including broadcast systems, satellite, streaming, microwave, basic cable, pay and subscription cable, hotel, motel and educational institutions, direct broadcast satellite (DBS), master antenna television (MATV), multi-point distribution system (MDS), small antenna television (SMATV), closed circuit telecasts, emerging multi-media delivery systems that include, but are not limited to, CD-ROM, DVD, ENPS, GISND, MPEG encoders, Ethernet, T-1, DS-3, ATM, HNS, Direct TV, Direct PC, DTV, CRV and HDTV, etc.
 3. Home Video Use: This is defined as the distribution and sale of videodiscs, videocassettes, CD-ROM, DVD, streaming, and/or audio/visual devices now or hereinafter devised for showings in the home or elsewhere where an admission fee is not charged and viewers control both the print and the screen.
 4. One (1) additional show call at the prevailing rates shall be charged.
- E. Upon payment for any of the classifications outlined in B. (above), the following rights are included.
1. Taping of performances (or live telecasts) for release on television.
 2. Stereo simulcast(s).
 3. Camera blocking (preparation) videotapes for preparation purposes which may be made during performances or rehearsals prior to the projected taping dates.
 4. Preparation videotapes may be used in the telecast release, in non-commercial educational segments and in any documentary footage or promotional material.
 5. Segments from performance or rehearsal tapes may be used for television promotional segments not more than three (3) minutes in duration.
 6. Segments of the telecast may be utilized in audio-visual use for public school educational material provided on a non-commercial basis.
 7. Documentary filming, if any, of the preparation of the production to include cinema rights, simulcast rights and the use of any documentary portions in the telecast releases and audio-visual material.

F. Publicity and Show Promotion.

1. As continuity, photographs may be taken (e.g., initial publicity pictures taken before the opening, either during a show or rehearsal) or for a minimum and maximum of one (1) hour prior to or directly after a performance or rehearsal and be compensated as such for all show personnel. If such a call exceeds the maximum of one (1) continuity hour as stipulated above, a minimum call at the appropriate prevailing rate for all personnel will be made, and all applicable tenets of this contract be enforced.
2. For all additional taking of still pictures to publicize the show, no additional compensation shall be paid unless additional work is required. Any additional work shall be paid as a four (4) hour minimum work call at the prevailing hourly rate.
3. The foregoing however shall not prohibit the taking of news footage not exceeding thirty (30) minutes in length and three (3) minutes of airtime. News footage so taken shall not be used for the purpose of making documentaries, entertainment show or television commercials. Manning requirements where news footage is being shot will be as follows:
 - a. If staff and show personnel are already on call for any reason (e.g., during a performance, continuity hour or rehearsal) they will receive no extra compensation unless they are required to perform extra duties because of taping, filming, broadcast or electronic reproduction.
 - b. If the TV news crew shoots anywhere in the theatre or venue except on the stage, and is self-contained (i.e., does not require any additional power or lighting) for the purpose of promoting the production and no crew is on duty, no minimum crew will be required.
 - c. If the news crew requires additional plugging and /or uses supplementary lighting, (house or their own), the crew shall consist of a minimum of the house electrician and any other technicians required. If their work is immediately before or after a performance, and does not exceed one (1) hour, it may be paid as continuity. In all other cases it shall be paid as a minimum call at the prevailing rate. (see VI.C.)
4. It is understood the Employer or Management shall be permitted to produce a commercial of the production from any B-roll or sound bites taken from the attraction. B-rolls shall be defined as any taping or electronic reproduction of any attraction or segment thereof produced exclusively for publicity, for the sole purpose of show promotion that does not exceed fifteen (15) minutes in length. No additional compensation for show personnel is

required unless they are required to perform additional duties because of said taping or reproduction. Local 16 will staff all applicable positions for said taping under the provisions outlined in A. and B. above.

XXV. STUDIO TEACHERS

The Employer agrees to make every effort to inform road companies that Local 16 will accept Health and Welfare and Pension benefits on behalf of Studio Teacher employees.

XXVI. FRINGE BENEFITS, WORK FEES AND PAYROLL CHECK-OFF

A. HEALTH AND WELFARE

1. The Employer agrees to make contributions to the Local 16 Health & Welfare Trust Fund in the amount of fifteen and one half percent (15.5%) percent of all the gross wages (including vacation pay, meal penalty, and any and all compensation received by employees) of each employee working under this CBA.
2. Said monies are to be made payable to the Local 16 Health & Welfare Trust Fund at least once a month at P.O. Box 888439 Los Angeles, CA 90088-8439. (IRS #94-6138741).
3. The Employer agrees to re-open this Agreement for the purpose of determining Health & Welfare benefit contribution rate increases.

B. PENSION

1. The Employer further agrees to make contributions to the Local 16 Pension Trust Fund in the amount of ten and four-tenths percent (10.4%) of the gross wages (including vacation pay, meal penalty, and any and all compensation received by employees) of each employee working under this CBA.
2. Said monies are to be made payable to the Local 16 Pension Trust Fund at least once a month at P.O. Box 888439 Los Angeles, CA 90088-8439. (IRS #94-6296420).

C. PAYROLL CHECK-OFF

1. The Employer agrees that upon receiving a signed voluntary check-off authorization from the employee(s), the Employer will withhold three and one half percent (3.5%), or another percentage as determined by the members of Local 16, of all gross wages (including vacation pay, meal penalty, and any and all compensation received by employees) for each employee working under this CBA.

2. Said monies are to be made payable to the Local 16 I.A.T.S.E at least once a month at P.O. Box 888439 Los Angeles, CA 90088-8439.

D. TRAINING AND CERTIFICATION PROGRAM EMPLOYER CONTRIBUTION

1. The Employer agrees to make contributions to the Local 16 Training Trust Fund in the amount of half of one percent (1/2 %) of all gross wages (including vacation pay) for each employee working under this CBA.
2. Said monies are to be made payable to the Local 16 Training Trust Fund at least once a month at P.O. Box 888439 Los Angeles, CA 90088-8439. (EIN #61-6335362).

E. SICK LEAVE

Pursuant to Section 12W.9 of the San Francisco Administrative Code, the Union, on behalf of Employees covered hereunder, expressly agrees herein to waive the sick leave obligations set forth in said Section 12W.

F. REPORTING OF FRINGE BENEFITS AND WORK FEES

Four (4) separate checks, or a single check with the aggregate total payable to IATSE Local 16, shall be submitted with the payroll report to P.O. Box 888439 Los Angeles, CA 90088-8439.

G. PAYROLL

1. The Employer agrees to issue payroll in accordance with the Employer's regular pay period.
2. The Employer and Local 16 confirm that workers supplied by Local 16 to perform work under jurisdiction of Local 16 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 week) shall be deemed "on-call workers".
3. Given the nature of employment and the relatively short duration of individual projects of job assignments, such on-call workers shall be issued their payroll checks in accordance with Employers regular pay period as described above.
4. Upon the completion of a project or assignment, such on-call workers shall not be deemed to be "discharged" within the meaning of California Labor Code Sections 201, 201.5, or 203. Instead, such on-call workers shall remain eligible to continue employment with the Employer.

XXVII. DISMISSALS

The Employer agrees that when desiring to dismiss a Staff Employee, or any 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, with a written explanation; except in the case of drunkenness or dishonesty, in which case no notice shall be required. Staff employees shall be required to give management two (2) weeks written notice of termination

XXVIII. RULES AND REGULATIONS

The Employer shall have the right to make rules and regulations as may be deemed necessary for the conduct and management of the performance and working conditions and Local 16 agrees that its members shall obey all rules and directions of any authorized representative of the employer insofar as they do not conflict with the laws of the State of California, with the terms of this agreement, with the by-laws and working rules of Local 16, or with the rules and regulations of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada.

XXIX. GRIEVANCES AND ARBITRATION

A. GRIEVANCE

In the event of any dispute or controversy between Local 16 and any of the persons subject to this agreement and the Employer related to the application or interpretation of any part of the terms and conditions of this agreement, a grievance can be filed by the employee, Local 16, or the Employer. Only Local 16 or the Employer, however, may process a grievance through this procedure. The procedure, unless otherwise specifically provided for herein, shall be as follows:

STEP 1:

A party, that is either Local 16 or the Employer, shall mail or deliver to the other party a written notice of the claim or grievance within thirty (30) working days (work days equal Monday through Friday) of the event(s) giving rise to the grievance. The written notice shall contain the specific contract sections which are alleged to have been violated, the date(s) or approximate date(s) of the alleged violation(s), the facts on which the grievance is based, the name(s) of the individual(s) aggrieved and the remedy sought. The party receiving the grievance shall, within fifteen (15) working days after the grievance is received, respond in writing to the aggrieved party, setting forth the reasons, if any, for the action(s) taken by it, which action(s) gave rise to the grievance. The representative of Local 16 and the designated representative of the Employer shall immediately discuss the matter within five (5) work days of the written response and the grievance shall be settled if at all possible. The decision, if any, of such representatives shall be final and binding upon the parties and any employee(s) concerned. If the party receiving the grievance fails to serve the written response required by STEP 1, then the other party may elect to proceed directly to arbitration or to STEP 2 by serving a written demand upon the other party within twenty (20) working days after the written response is due.

STEP 2:

If the parties fail to meet and/or confer, or the grievance is not settled, then the aggrieved party may proceed to STEP 2, by delivering or mailing, within twenty (20) working days

as set forth above, a written demand, which shall include a statement of the particulars of the claim, upon the other party. If neither requests a STEP 2 conciliation meeting, then the aggrieved party may proceed directly to STEP 3, arbitration, by serving a written demand upon the other party within the time period set forth above. Failure of the aggrieved party to serve such demand for STEP 2 conciliation meeting or arbitration on a timely basis shall constitute a waiver of the grievance, unless both parties mutually stipulate otherwise in STEP 1.

If a demand for STEP 2 is served, the grievance shall be brought before a committee consisting of two (2) persons, each designated by Local 16 and the Employer. They shall be known as the Joint Conference Committee. The Joint Conference Committee shall meet no later than twenty (20) work days following the receipt of such demand. The parties to such grievance shall be present and shall be responsible for the presentation of their own position at the designated time and place of the Joint Conference Committee. If the aggrieved party fails to appear, the grievance shall be considered to be waived. If the responding party fails to appear, the aggrieved party shall be entitled to proceed with the presentation of its position. The Joint Conference Committee, upon presentation of the evidence showing a contract violation, has the authority to settle the grievance and determine the matter if the majority of the persons designated render such a determination.

B. ARBITRATION

Local 16 or the Employer, after properly utilizing all steps of the grievance procedure, and desiring to submit a matter to arbitration, shall notify the other in writing within twenty (20) working days of the conclusion of STEP 1 or within twenty (20) working days following the STEP 2 meeting or the cancellation of the STEP 2 meeting. The party desiring arbitration must, within twenty (20) working days of such notice, request the Federal Mediation and Conciliation Service to submit a panel of seven (7) Arbitrators. If the parties cannot agree to an Arbitrator within five (5) working days after receipt of such a list, each party shall have a right to alternatively strike an Arbitrators name from the panel until such time an one Arbitrator is left, and the remaining Arbitrator shall be selected as the Arbitrator in the proceedings.

The arbitration hearings shall be held at such a time and place as the Arbitrator shall determine. The decision of the Arbitrator shall be rendered in writing, relating their reasons for the award after the submission of the grievance for decision. The Arbitrators decision shall be final and binding upon the parties. The Arbitrator shall not have the power to amend, modify or effect a change in the provisions of this Agreement. Fees and expenses of the Arbitrator and the cost of the Court Reporter (if required by the Arbitrator) and the original transcript, where jointly requested, shall be borne equally by both parties to the dispute. If only one party requests a transcript, that party shall pay for it. All other costs shall be borne by the party incurring the cost. No individual employee shall have the right to initiate the arbitration process.

C. ALTERNATIVE DISPUTE RESOLUTION PROCESS

At any time in this dispute/grievance process, with mutual agreement, the parties may request to submit the matter to mediation. With the concurrence of both parties, the

Federal Mediation and Conciliation Service shall be contacted to request the services of a mediator. Time lines may be mutually waived for the mediation to proceed. If the parties fail to reach a mutually satisfactory resolution, the moving party may proceed through the grievance procedure. Request to have the matter heard by an Arbitrator shall be submitted in writing within twenty (20) calendar days of the final date of mediation. Time lines set forth in paragraphs A and B of this Article may be waived by mutual agreement of the parties.

XXX. SEVERABILITY

In the event an Article, Section, term, paragraph, or provision of this agreement is found to be unenforceable or in violation of law, either in whole or in part, then the offending language shall be construed as valid and enforceable to the extent permitted by law, and the invalidity or unenforceability of the offending language shall not affect the validity or enforceability of the remaining Articles, Sections, terms, paragraphs, or provision of this Agreement, and each such Article, Section, term, paragraph or provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

In the event any Article, Section, term, paragraph, of provision is held invalid where the compliance with any such provision is restrained, then the Employer and the Union shall enter into immediate negotiations, upon the request of either, for the purpose of arriving at a mutually satisfactory replacement.

The provisions of this Agreement, to the maximum extent possible, shall be read to conform to applicable Federal, State or Local law.

XXXI. NO STRIKE OR LOCKOUT

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

XXXII. MANAGEMENT RIGHTS

The Union and the Employer agree that the provisions of this Agreement shall be expressly limited to wages, hours and working conditions of Employees and that no provisions shall be construed to restrain the Employer from the management of its business. The Union agrees that the Employees represented by the Union shall obey all rules and regulations insofar as they do not conflict with the terms of this Agreement or any applicable Federal, State or Local law. Such rules and regulations shall not be stayed pending any dispute.

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XXXIII. TERM OF AGREEMENT

This agreement to be in force and in effect from **July 1, 2023 through June 30, 2026**, and thereafter from year to year unless a notice to change the time of this agreement is served by either party by certified mail upon the other prior to the first day of June of any given year.

XXXIV. SIGNATURES

FOR THE EMPLOYER

BROADWAY SAN FRANCISCO, LLC

Rainier Koeners

1.19.2023

Rainier Koeners
Managing Director

Date

FOR THE UNION

THEATRICAL STAGE EMPLOYEES
LOCAL 16, IATSE

James Beaumonte
James Beaumonte
Business Agent-Secretary

Date

Andrew Bennett
Andrew Bennett
President

Date

APPENDIX "A"

HOUSE AGREEMENT FOR BROADWAY SAN FRANCISCO, LLC

The default contract shall be the "Legitimate Agreement." When it is agreed upon, by IATSE Local 16 this Appendix "A": House Agreement will apply to the following types of events to be presented by BSF, LLC/Employer:

1. Concerts, comedy acts, and/or magic shows, that may or may not be musical in nature, or competitions.
2. Live, recorded, or streamed television shows (e.g., Late Night, Wheel of Fortune, Jeopardy, etc.)
3. Award shows, and corporate meetings.
4. Special Events such as, graduations, weddings, film screenings, birthday or other parties (e.g., rallies, election night gatherings), company events for employees/guests, youth or religious organizational events (e.g. sermons, mass, prayer), non-professional music presentations, (e.g., recitals, chamber orchestras), lectures, poetry readings, book signings, non-profit children's theatre, and educational programs.

I. HOUSE STAFF

- A. The Employer shall have the right to the selection of staff employees, defined as the four (4) Heads of Department and Flyman. The Flyman shall be selected by the House Carpenter in consultation with the Employer. The work of each employee covered by this agreement shall be directed by the Employer through the heads of each department (carpentry, electric, property and sound). All heads of department shall work the Load-in and Load-out, and as needed for performances and work calls, as well as supervise all work done in their respective departments and make and place all authorized work calls. When workers, in addition to the House Carpenter, are called in for the carpenter department, the Flyman shall be first called, at the Flyman's rate and conditions.
- B. Advance Work: General advance work shall be completed by House Staff (phone calls, email, ordering equipment etc.) for an employer pre-approved minimum 8 hours pay. If additional work is needed, such as arranging rental packages with vendors, pre-programming of consoles and equipment, and shopping, Employer may pre-approve additional compensation when requested.

II. WITNESSETH

The Employer agrees to employ stage employees and maintenance personnel referred by Local 16. The Union agrees to furnish competent employees to perform work required by the Employer under the provisions of this agreement. The Employer further agrees to be the sole payroll provider

for all events using this House Agreement and to the following conditions and scales specified in this agreement, unless agreed otherwise by Local 16 and BSF.

III. RECOGNITION

The Employer agrees to recognize Local 16 as the exclusive bargaining agent for all persons employed by Broadway San Francisco, LLC, who perform work under the jurisdiction of Local 16 as hereinafter specified.

IV. SCOPE AND JURISDICTION

The scope of this agreement and jurisdiction of Local 16 is to include all carpentry, electrical, audio, video, projection, property, mechanized scenery and effects traditionally falling within work performed in the legitimate theatres owned or operated by BSF, LLC. (OR COVERED BY THIS CBA).

Covered herein, are the take in/ out, handling, assembly and the dismantling of any and all equipment related to the put on of any attraction or show presented in these BSF properties (OR COVERED BY THIS CBA). Rehearsals, auditions and any other presentations of these, or non-theatrical performances, to be included.

Further, Local 16's jurisdiction extends to any carpentry, electrical, audio, video and property in lobbies, VIP lounges, dressing rooms (inclusive of ambiance décor and furniture), storage areas in normal take in/out facilitation, as well as general maintenance of BSF's theatres. (See Sec. IV, B. from the BSF Legitimate Theatre CBA.)

V. HEAD OF DEPARTMENT

Whenever a master sound technician (A1), master electrician, master carpenter, video engineer, (EIC), property master, head projectionist (P1), teleprompter, Pyrotechnician, network engineer, automation operator, high resolution routing engineer, or head computer technician (C1) is required to set up a show by virtue of installing equipment, patching, cueing and performs said work during the show, that employee shall be paid at the head of department scale. The following shall also be classified as Head of Department:

1. When there is an event with three (3) or more camera technicians, one (1) camera technician shall be paid as head of department.
2. Front of House, Sound and Electric board operators in General Sessions/Entertainment.
3. An audio technician dealing with twelve (12) or more active wireless frequencies and/or transmitters shall be designated as head of department.
4. A projectionist shall be paid as a Head of Department when:
 - a. When projectionist is used to converge projectors on one screen, or use LED wall and/or plasma wall systems;
 - b. When there is a blended screen used with additional displays;
 - c. There shall be one (1) head projectionist when there are two (2) to eight (8) active projectors and an additional Head for each

succeeding eight (8) active projectors. This condition may apply to set up days only. Projectors used as "hot back-up" shall not be considered active if they are muted during the event.

5. The foregoing are intended to provide the appropriate skill level to properly perform the duties necessary for each position. Discussions may be held between Local 16 and the Employer regarding the scope of a particular job. These discussions will be addressed on a case by case basis along with the number of Heads for the Entertainment /Industrial portion of the CBA: wherein possible, no less than two days prior to the first day of Load-in.

VI. STAFFING

Local 16 and the Employer will mutually agree on the staffing requirement for each event, which shall include consultation between the Theatre Manager and House Carpenter. 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.

ENTERTAINMENT

CONDITIONS

A. Hourly wage calculations

1. Hourly wage calculations shall be computed in one (1) hour increments. Work may begin on the half (1/2) hour but must end on the corresponding half (1/2) hour.
2. The minimum show crew should consist of House Staff employees as needed defined as: House Carpenter, House Electrician, House Property, House Soundperson and House Flyman.
3. For all employees that work a load-in/show and/or a load-out, the following applies:
 - a. The minimum call is eight (8) hours.
 - b. The minimum eight (8) hour call shall include, when applicable, including a load in, a show and a load out.
 - c. If a performance occurs on the same day after the eight (8) hour minimum is fulfilled, all time worked, including a show and a load-out will be computed as hours worked at the applicable rate.
4. A Show Call (denoted at a premium rate in schedule of wages) will be paid for employees who work only a single show on a given day. One hour of continuity (paid at 1.5x the straight time (penalties apply) shall be allowed.
5. Employees who work hours in addition to a show on a given day will be paid at the eight (8) hour minimum at the applicable rate but will not be paid an additional show.
6. The minimum call for all Extra employees shall be five (5) consecutive hours for the first call of the day.
7. The minimum call for all Extra employees called back for a second call in a day shall be four (4) hours at the applicable rates.
8. There are to be no Split Calls, defined as a break in paid work of more than two (2) hours. All minimums apply from the onset of each call.

9. If an Employee chose to take time off during the run of attraction, the Employee must replace themselves for the day(s) that they will vacate their position.

B. Straight Time

1. The straight time hourly rate is determined by the applicable work category as outlined in the Rate Schedule.
2. The straight time hourly rate shall prevail between 8:00 am and 12:00 midnight.

C. Overtime

1. After eight (8) hours of work in any day, time and one half shall prevail.
2. After forty (40) straight time hours in any work week, time and one half shall prevail.
3. For all work performed on the sixth (6th) consecutive day of employment (between the hours of 8:00 am and 12:00 midnight) time and one half (1.5x) shall prevail.

D. Nine Hour Rest Period

Should any employee be excused for the day and called back the next day, before a rest period of nine (9) hours has elapsed, said employee will be paid one (1) hour of the basic straight time rate for every hour worked in addition to the employee's prevailing rate.

E. Double Time

1. These conditions apply to events with entertainment:
 - a. Between the hours of 12:00 midnight and 8:00 am, double time (2 times the base rate) shall prevail.
 - b. In the case of any call made prior to 6:00 am, double time (2 times the base rate) shall prevail until the employee has had at least a nine (9) hour rest period.
 - c. All work performed on the 7th consecutive day, regardless of the cumulative hour total, shall be paid at double time.
 - d. Double time shall be paid after twelve (12) hours of work in any one day, regardless of the cumulative hour total.
2. Maximum allowable rate (sync with BSF Legitimate Theatre CBA Section XVIII(d)), except: where there is a conflict (i.e. for eight (8) hour rest period to become nine (9) hour rest period. See Section XIV. Penalties).

F. Unworked Hours

In the event that the hours specified in a minimum call exceed the worked hours, any unworked hours shall be paid at the hourly rate at which each technician began the minimum work call. (For example, if a work call begins at 11:00 pm, and the work is completed at 1:00 am, the hours from 1:00 am to 4:00 am required to fulfill the minimum five (5) hour call shall be paid at the rate applicable for each technician when the call began at 11:00 pm)

G. Vacation Pay

1. House Staff or their approved substitute shall receive ten percent (10%) of all gross wages for vacation pay.
2. All other employees shall receive eight percent (8%) of all gross wages for vacation pay.

- H. Meal Periods** (sync with BSF Legitimate Theater Contract)
1. An employee may be broken for a meal up to two (2) hours. A two (2) hour minimum will apply when they return to work.
 2. If employees are broken for more than two (2) hours, they shall receive a four (4) hour minimum call when they return to work.
- I. Show Call**
1. The setting and working of a performance (a show call) shall not exceed four (4) hours.
 2. A half (1/2) hour call shall be given to the crew preceding the performance which shall be included as part of the four (4) hour show call.
- J. Holidays** (sync with BSF Legitimate Theater Contract)
- K. Sick Leave**
- Pursuant to Section 12W.9 of the San Francisco Administrative Code, the Union, on behalf of the employees covered hereunder, expressly agrees herein to waive the sick leave obligations set forth in said Section 12W.
- L. Other Compensation** (sync with BSF Legitimate Theater Contract, see Section XIX. A. B. and C. only).
- M. OSHA Regulations:** The Employer and its subcontractors shall comply with all Federal OSHA and California OSHA Safety and Health regulations at the Employer's expense.

N. RATES:

		7/1/2023 To 6/30/2024 5% 10% Vacation	7/1/2024 To 6/30/2025 3.5% 10% Vacation	7/1/2025 To 6/30/2026 3.5% 10% Vacation
Department Heads	Base Rate Over Time Double Time Show Call	57.39 86.09 114.78 304.15	59.40 89.10 118.80 314.80	61.48 92.22 122.96 325.82
Non Staff Heads	Base Rate Over Time Double Time Show Call	57.39 86.09 114.78 304.15	59.40 89.10 118.80 314.80	61.48 92.22 122.96 325.82
Flyman	Base Rate Over Time Double Time Show Call	55.37 83.06 110.74 293.43	57.31 85.97 114.62 303.70	59.32 88.98 118.64 314.33
Riggers/Builders	Base Rate Over Time Double Time Show Call	55.37 83.06 110.74 293.43	57.31 85.97 114.62 303.70	59.32 88.98 118.64 314.33
		5%	3.5%	3.5%
Spot Op / Keys	Show Call	287.37	297.43	307.84
Extras	Base Rate Over Time Double Time Show Call	52.16 78.24 104.32 276.52	53.99 80.99 107.98 286.20	55.88 83.82 111.76 296.22

O. ADDITIONAL STAFFING

It is agreed that any vacation relief, sick relief, special projects, e.g. video production, or additions to the run crew, Local 16 will be contacted first regarding staffing.

P. TERM

This agreement to be in force and in effect from July 1, 2023 through June 30, 2026

Q. FRINGE BENEFITS, CHECK OFF, TRAINING TRUST FUND CONTRIBUTIONS

All fringe benefits, check off and Training Trust Fund contributions shall be the same as set forth in the BSF Local 16 CBA.

COMMERCIAL / INDUSTRIAL

When it is determined that a particular show or event will be governed by the conditions of the commercial, industrial and product demonstration show contract, as dictated by the International Alliance, the following conditions shall be in effect and will supersede all other conditions in this CBA. Any conditions of this CBA specifically not superseded by one or more of the following conditions of the commercial, industrial and product demonstration show contract are still in full force and effect.

A. MINIMUM CALLS

The minimum daily work call shall be no less than eight (8) consecutive hours.

B. VACATION PAY

House Staff or their approved substitute shall receive ten percent (10%) of all gross wages for vacation pay.

All other employees shall receive eight percent (8%) of all gross wages for vacation pay.

C. MAXIMUM OVERTIME RATE

No rate shall exceed two (2) times the base rate except as outlined in the BSF Legitimate Theater Contract section XIV. Penalties.

D. BASE RATE

"Base Rate" = straight time rate.

E. WORK WEEK

The work week will consist of Monday through Sunday until 5:00 p.m.

F. OVERTIME

1. Any work performed after eight (8) hours in a day or forty (40) straight time hours worked will be paid at the rate of one and one-

half (1-1/2) times the base rate and overtime as required by California State Law.

2. Work performed after 5:00 p.m. on Saturday will be paid at one and one-half (1-1/2) times the base rate.
3. Sunday Clause: Work performed between the hours of 8:00 a.m. and 5:00 p.m. will be paid at the rate of one and one-half (1-1/2) times the base rate. All work performed before 8:00 a.m. or after 5:00 p.m. will be paid at two (2) times the base rate.

G. DOUBLE TIME

1. All work beginning or performed between the hours of 12:00 midnight to 8:00 a.m. will be paid at two (2) times the base rate.
2. Work beginning prior to 6:00 a.m. will be paid at the rate of two (2) times the base rate, and will remain at two (2) times the base rate until a eight (8) hour break is called.
3. Calls starting between 6:00 a.m. and 8:00 a.m. = double base rate; balance of eight (8) hours = base rate.
4. If workers are laid off and called back the next day before a rest period of eight (8) hours has elapsed, two (2) times the base rate will be paid until a rest period of eight (8) hours is called.

H. MEAL PERIODS (sync with BSF Legitimate Theater Contract)

I. LOAD OUTS

Load outs shall be no less than eight (8) hours. All un-worked hours to fulfill minimum call requirements shall be paid at straight time, Sunday or holiday rates.

J. SHOW CALLS

Show call defined: the term "show call" shall be construed as a period of three (3) consecutive hours, or less, used by the Employer for speeches, presentations of products or entertainment. If the performance runs more than three (3) hours, the applicable hourly rate shall be paid for each additional hour or fraction thereof.

SHOW CALL RATES Commercial, Industrial and Product Demonstration Shows

	Vacation	7/1/2023 to 6/30/2024 5%	7/1/2024 to 6/30/2025 3.5%	7/1/2025 to 6/30/2026 3.5%
House Staff / Heads	10%	263.15	272.36	281.89
Non Staff Heads	8%	263.15	272.36	281.89
Head Flyman	10%	255.26	264.19	273.44
		5%	3.5%	3.5%
Spot light operators, Keys, camera operators per show call, three (3) hour maximum under commercial, industrial conditions	8%	242.76	251.26	260.05
Extra help for general sessions, plenary sessions, key note addresses, three (3) hour maximum under commercial, industrial conditions	8%	224.08	231.92	240.04

K. COMPUTATION OF TIME

1. Fractions of an hour shall constitute one (1) hour.
2. When working on the hourly rate, a call may begin on the half hour or the hour and must end on the corresponding half hour or hour.

L. HOLIDAYS (sync with BSF Legitimate Theater Contract)

M. TERM: This agreement to be in force and effect from July 1, 2023 through June 30, 2026.

N. FRINGE BENEFITS, CHECK OFF, TRAINING TRUST FUND CONTRIBUTIONS

All fringe benefits, check off and Training Trust Fund contributions shall be the same as set forth in the BSF Local 16 CBA.

FOR THE EMPLOYER:

BROADWAY SAN FRANCISCO, LLC

Rainier Koeners 1.19.2023
Rainier Koeners Date
Managing Director

FOR THE UNION:

THEATRICAL STAGE EMPLOYEES
LOCAL 16 IATSE

James Beaumonte 1/19/24
James Beaumonte Date
Business Agent-Secretary

Andrew Bennett 1/19/24
Andrew Bennett Date
President

JB/mm/BSFLEGITCBAfinal12923

EXHIBIT A

JURISDICTION

RIGGING: The rigging of all overhead truss and motor installation on the exhibit floor, general sessions, breakouts and any locations in the facility where this type of apparatus may be incorporated.

SOUND: operation of all elements of sound for reinforcement and distribution; including broadcast radio and television, webcast or podcast, simultaneous language translation and recording. The setting, operating and striking of any associated equipment provided for such tasks. This shall apply to breakout meetings, general sessions or exhibits.

PROJECTION: All projection units of any brand from 35 millimeter to video projection with single or multiple source settings that need to be adjusted, cabled, routed, switched through or into video/LED walls, retro boxes or screens, either through I-MAG front or rear projection, i.e. Barco's, Sony, Sanyo, Christie, Digital Projection, Eiki, JVC and any other brands that may be incorporated through computers or any switching device.

THEATRICAL LIGHTING: Any lighting, either on the exhibit floor, breakout rooms, general sessions, mood up and down lighting that is incorporated through the use of dimmer packs or is console controlled via robotic moving light units, i.e. Varilite, Martin, etc. Setting, operating and strike of said equipment, either truss supported or ground supported.

VIDEO: All ENG, EFP, archive, or facility operated show cameras, either statics or hand-held for exhibit, breakout, general session, exhibits and pickup shots for products and convention services. Full service switching and editing are available, but should be referred to Local 16 for consultation of current needs.

COMPUTERS: All exhibit floor, breakout rooms, general sessions (i.e. compute registration, kiosk, Internet / Networking access stations), Video/Media Servers, Audio Servers, Video Conferencing Systems, Disk Recorders, Digital Effects Systems, Digital Transmission devices, CBT (Computer Based Training), CLS (Learning Systems), DCLS, Digital NLE and Graphic Systems, Computer Labs, Audience Response Systems, Teleprompting. The setting, operating and strike of said equipment.

DRAPING: All draping within the general session room, theatrical presentation and breakout rooms, masking of screens, support towers and platforms, masking drape and carpet on all stages.

CARPENTRY: All work pertaining, but not limited to that performed by traditional stage carpenters. The moving, unpacking, assembly, erection, repair, use and removal, and packing of stages, stage sets, backdrops, and any theatrical scenic elements.

SPECIAL EFFECTS: The handling of all special effects components including, but not limited to pyrotechnics of all kinds, atmospheric treatments, laser lights and the use of any device or procedure that produces a "special effect".

PROPERTIES: The handling of all elements intended for use by actors or speakers or others in front of an audience or as part of a presentation or production.

GROUND COVER: Ground cover for arena and stadium events, including terraplast, plywood, tarps or any other cover that may exist or may be developed in the future.

EXHIBIT B

BROADCAST, WEBCAST AND SIMULCAST RATES

For the taking of motion picture, television (direct, videotape or film), radio broadcast, podcast, webcast, streaming audio webcast, live or delayed, with or without the use of visual images any employee who performs duties as part of the working crew necessary for such a production shall be governed under the jurisdiction of Local 16.

It is understood that Local 16 has full jurisdiction over the filming or videotaping of motion pictures within the geographical area granted it under its I.A.T.S.E. Charter (San Francisco County, Marin County, Lake County, Mendocino County, Sonoma County, Napa County and San Mateo County) and the Employer agrees to be governed under the prevailing scales and conditions concerning studio and location work if and when the Employer, or any of its subsidiaries and/or affiliates, are filmed, televised or webcast (visual and/or audio).

It is understood that the Employer may present a television, video or webcast project proposal to Local 16 which represents a television, video recording, or webcast activity. It is agreed that the Employer and Local 16 will consider each television, video or webcast proposal on a case-by-case basis. Such consideration may result in mutually agreed special wages and/or conditions for each such television, video or webcast project proposal.

Any broadcast, recording, web cast media forward or capture in which any entity derives a profit, be it from the sale of the content or attached advertisement shall be subject to the broadcast fee as defined herein. Any such media capture and/or transmission wherein no party derives a profit shall be exempt from the broadcast fee.

Payment for any of the recording classifications outlined above, not covered by the conditions and rates, shall consist of an additional three hundred forty-six and eighty dollars (346.80) for each technician working the show plus benefits. This fee will increase each year of the contract by the same percent increase in hourly wages as negotiated thru 2026.

Upon payment for any of the classifications outlined above, the following rights are included:

1. Taping of performances (or live telecasts) for release on television.
2. Stereo simulcast(s).
3. Documentary filming, if any, of the preparation of the production to include cinema rights, simulcast rights and use of any documentary portions in the telecast release and audio-visual material.

The following classifications are exempt from the provisions of this Exhibit "B". However, should any of these taped properties be subsequently used for commercial broadcast or webcast, then the conditions outlined above are applicable retroactively, and it is the Employer's obligation to inform the Union of such an occurrence.

1. Camera Blocking (preparation) videotapes for preparation purposes which may be made during performances or rehearsals prior to the projected taping duties.
2. Preparation videotapes may be used in the telecast release, in noncommercial educational segments and in any documentary footage or promotion material.
3. Segments from performance or rehearsal tapes may be used for television promotion segments not more than three (3) minutes in duration.
4. Segments of the telecast to be utilized in audio visual presentation for public school educational material provided on a non-commercial basis.
5. Taping subsequently used for non-commercial, public access television.
6. Taping for archival purposes.

TO: ALL SIGNATORY EMPLOYERS CONTRIBUTING TO THE
IATSE LOCAL 16 TRAINING TRUST FUND

FROM: BOARD OF TRUSTEES
IATSE LOCAL 16 TRAINING TRUST FUND

RE: NOTICE TO ALL PARTICIPANTS

Training trust plans that provide exclusively apprenticeship training benefits, other training benefits or a combination of apprenticeship and other training benefits are exempt from all reporting and disclosure requirements of ERISA if they file a brief notice with the Department of Labor as prescribed under final regulations. Under these final regulations, the notice must be made available to employees of employers who may be eligible to enroll in any course or program of study offered under the Training Trust Plan.

The Training Trust Plan meets the notification requirements of the Department of Labor if each employer makes the required information available to employees by mail or personal delivery or by posting the notice in a conspicuous location at all job sites.

Enclosed is the notice which contains the following required information:

1. The name of the Training Trust Plan
2. The Employer Identification Number of the Training Trust Plan sponsor
3. The name of the Training Trust Plan Administrator; and
4. The name and location of an office or person from whom an interested individual can obtain a description of the procedure by which to enroll in any course or program of study offered under the Training Trust Plan

Please make the notice available to all your employees by mail or personal delivery or by posting the notice in a conspicuous location at all job sites.

Trustee

IATSE Local 16 Training Trust Fund

Enclosure

cc: Board of Trustees
Director of Training
Legal Counsel

NOTICE TO ALL PARTICIPANTS

IATSE LOCAL 16 TRAINING TRUST FUND

This is to inform you that the IATSE Local 16 Training Trust Fund, Identification Number 61-6335362 provides training and re-training for those entering the industry and those already in the industry.

For information about enrolling in the courses or a description of what courses are or will be available, please contact:

Director of Training

IATSE Local 16

240 Second Street, First Floor

San Francisco, CA 94105

The Training Trust Plan is administered by the Board of Trustees of the IATSE Local 16 Training Trust Fund.

Board of Trustees

IATSE Local 16 Training Trust Fund