

SHORENSTEIN HAYS – NEDERLANDER THEATRES, LLC

AND

THEATRICAL WARDROBE UNION LOCAL 784, I.A.T.S.E., M.P.T., A & A.C.

**COLLECTIVE BARGAINING AGREEMENT
FEBRUARY 1, 2018 through MARCH 31, 2021**

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**WORKING AGREEMENT BETWEEN
SHORENSTEIN HAYS - NEDERLANDER THEATRES, LLC
AND THE
THEATRICAL WARDROBE UNION LOCAL 784, I.A.T.S.E., M.P.T., A. & A.C.**

ARTICLE I

This Agreement, entered into between Shorenstein Hays - Nederlander Theatres, LLC ("SHN") with its principal office in San Francisco, California, hereinafter referred to as "Employer," and the Theatrical Wardrobe Union, Local 784, of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and its Territories and Canada AFL-CIO, CLC, hereafter designated as "Union."

**ARTICLE II
RECOGNITION**

- A. The Union represents to the Employer that it is the bonafide collective bargaining agent for all Employees covered by this Agreement.
- B. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all Employees covered by this Agreement.

**ARTICLE III
SCOPE AND JURISDICTION**

The scope of this agreement shall include all wardrobe work traditionally performed in the legitimate theatres controlled and/or operated by Shorenstein Hays - Nederlander Theatres, LLC anywhere within the geographical jurisdiction of Local 784.

The duties of Employees hereunder within the appropriate classifications and performed within the jurisdiction of Local 784 shall include the following: maintaining; cleaning (with the exception of cleaning performed by vendors outside the theatres); dyeing; pressing; sorting; handling; distributing; hanging; unpacking; repacking; repairing; the general handling of all items of costumes, wardrobe and costume/wardrobe accessories; and assisting in the dressing of and making wardrobe changes for all performers.

No person other than an Employee of the Shorenstein Hays Nederlander Theatres, LLC theatres represented by Local 784 and working under the terms of this agreement shall, at any time, perform any of the services covered herein.

ARTICLE IV **COVERAGE**

1. This Agreement shall cover wages, hours and other conditions of employment for Wardrobe Personnel employed at the Orpheum and Golden Gate Theatres located in San Francisco, California, or wherever they are employed within the jurisdiction of Local 784.
2. The Employer agrees to notify the Union when it seeks employees.
3. Neither the Employer nor the Union shall discriminate against an Employee or applicant for employment by reason of race, color, religion, creed, national origin, gender, age, sexual orientation, marital status, union activity, disability or citizenship status.
4. The Employer agrees to pay not less than the following Minimum Wage Scale for work performed. The Scales of Wages in this Agreement are, however, minimum scales and do not prohibit any Wardrobe Supervisor or Assistant from negotiating and receiving a higher wage.
5. The Employer agrees to hire a Wardrobe House Head of Department. This position shall be filled by the Employer. Preference shall be given to those persons registered with the Union's referral hall. The Employer shall have the right to use the current Wardrobe House Head of Department in any of their theatres as needed. When a House Head requests to be replaced to go and service their own theater, training performances may be required where the current Employee and the trainee will split fifty-fifty (50%-50%) the payment for the hours or performances of training.

ARTICLE V **ACCESS**

- 1) The duly authorized Business Agent of the Union shall have access to the theatre at all times for the purpose of discharging Union business.

ARTICLE VI **HIRING**

- 1) There shall always be at least one member of Local 784 employed for every production as a Wardrobe House Head of Department.
- 2) A member of the Local Union Wardrobe Crew must be present any time wardrobe work is done in the theatre.
- 3) If any show or production is brought into the jurisdiction of Local 784 without a Show/Production Head of Department, the Employer shall not be required to hire a Local Show/Production Head of Department.

If there are supervisory duties normally performed by a Show/Production Head of Department, the Employer after consultation with the Union may, at its sole discretion, hire a Local Show/Production Head of Department, or if the duties are incidental, the House Head of Department may be paid their regular salary plus a 25% premium and will assume such duties. In no case shall additional employees or any premiums be paid without prior notice to and approval from the Employer.

In no case shall the Employer be required to hire any additional employees or pay any premiums to any existing employees, including the House Head of Department, if there is no work to be done that would normally be performed by a Show/Production Head of Department.

In all cases, Yellow Card Shows will be staffed per the requirements on the Yellow Card unless the Employer, at its sole discretion, decides to hire additional employees.

- 4) When a non-Yellow Card production or concert attraction is booked into any of the theatres operated by Shorenstein Hays – Nederlander Theatres, LLC, the Local Business Agent, along with the Wardrobe House Head of Department, shall discuss with the Employer the wardrobe work needed, if any. If it is determined that no wardrobe work is needed, no Local 784 employees shall be required and the appropriate wardrobe areas of the theatre shall remain locked before, during and after the engagement.

ARTICLE VII **UNION SECURITY**

The Employer hereby recognizes Local 784 as the sole and exclusive collective bargaining representative for all of its Wardrobe Personnel with respect to their wages, rates of pay, hours of employment and other conditions of work.

The Employer agrees that all employees hired in the aforesaid categories covered by this Agreement shall be required, as a condition of continued employment, to be or become, and to remain, members in good standing of Local 784 by no later than the 31st day following the date of this Agreement or the date of their employment, whichever is later. The foregoing provision shall not, however, require the Employer to take or refrain from taking any action not authorized under Section 8(a)(3) of the Labor-Management Relations Act, 1947, as amended.

ARTICLE VIII **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 reasonable rules and regulations insofar as they do not conflict with the terms of this Agreement or any applicable Federal, State or Local law. Furthermore the Employer agrees that any change to such rules and regulations shall be given to its Employees and the Union prior to or upon implementation. Such rules and regulations shall not be stayed pending any dispute.

ARTICLE IX **BENEFITS**

HOLIDAYS

In the event any Wardrobe Employee works (whether work or performance) on Martin Luther King Day (January 15), Washington's Birthday (February 22), Memorial Day (May 30), Independence Day (July 4), Columbus Day (October 12), Christmas Day (December 25) and New Year's Eve (December 31), such Employee shall be paid time and one-half (1½X) times the base weekday rate for performance or hourly as the case may be for work performed.

In the event any Wardrobe Employee works (whether work or performance) on New Year's Day (January 1), Thanksgiving Day or Christmas Eve (December 24), such Employee shall be paid two times (2X) the base weekday rate for performance or hourly as the case may be for work performed.

When a Holiday falls on Sunday it will become a double time holiday paid at double (2X) the base weekday rate.

All Holidays are established as being on the Traditional Calendar Observance Day, not on any Legally Established Day.

VACATION

The House Head of Department, Wardrobe Supervisors and Show/Production Heads covered under this Agreement shall receive ten percent (10%) of their gross earnings as Vacation Allowance, to be paid weekly.

All other help covered under this Agreement shall receive six percent (6%) of their gross earnings as Vacation Allowance, to be paid weekly.

HEALTH AND WELFARE

The Employer agrees, in addition to all wages and other sums required to be paid hereunder, to make contributions on behalf of each employee covered by this Agreement to the Entertainment Industry Flex Plan ("The Flex Plan") or its lawful successor. For the period of 2/01/2018 to 2/29/2020, the Employer will make contributions equal to fourteen and one-half percent (14.5%) of gross earnings of each Employee covered by this Agreement. For the period of 3/01/2020 to 3/31/2021 and thereafter as may be required by law, the Employer will make contributions equal to fifteen (15%) of gross earnings of each Employee covered by this Agreement. The Flex Plan is a Trust, operated pursuant to the terms and provisions of a written Trust Agreement and the Employer agrees to be bound by all the terms and conditions of the Trust Agreement(s) and as they may be amended from time to time, including all decisions and determinations made by the Trustees or any impartial umpire as authorized by the Trust Agreement(s).

Payments of contributions to The Flex Plan as herein provided shall be due the first day of each month for the previous month, shall be paid no later than the 15th of each month, and shall be deemed delinquent thereafter. Payment of contributions to The Flex Plan is otherwise subject to the rules, regulations and procedures of The Flex Plan. In conjunction with each payment, the Employer shall submit a remittance report showing the names of the employees for whom contributions are being made, their social security numbers, dates of employment, their gross earnings, and the amount contributed on their behalf.

The parties hereto agree to execute the standard form of Participation Agreement (Subscription Agreement) by said Entertainment Industry Flex Plan and the filing thereof with such fund shall be a condition of their participation therein.

Payment and remittance report should be mailed to:

Entertainment Industry Benefit Plans
PO Box 60669
Los Angeles CA 90060-0669
Telephone: (323) 993-8888

RETIREMENT

The Employer agrees to make a retirement contribution in an amount equal to eight percent (8%) of the gross earnings of each employee covered by the agreement. Effective February 1, 2016 the Employer will make a retirement contribution of nine percent (9%) of gross earnings of each employee covered by the agreement. Effective February 1, 2017 the Employer will make a retirement contribution of ten percent (10%) of gross earnings of each employee covered by the agreement.

The I.A.T.S.E. Fund disbursement will be designated by the Union, subject to the approval of the Employer. The disbursement will apply to all eligible employees, and said disbursement shall not change during the term of this agreement.

Such contributions shall be made by check no later than the tenth (10th) day of each month in respect to all employment during the preceding month on which the contributions were payable. In conjunction with each such payment, the Employer shall submit a remittance report showing the names of the Employees, their gross earnings and the amount of contributions paid for them.

Interest payable at the prime rate compounded monthly from the due date shall be payable on all late payments of contributions.

Once the Union designated disbursement is known, the parties hereto agree to execute the necessary standard form of Participation Agreement by the I.A.T.S.E. fund so designated, subject to the approval of the Employer, and the filing thereof with such shall be a condition of their participation therein.

TRAINING FUND

Training is to be paid at the rate of one-half of one percent (0.5%) of gross earnings. Said monies are to be paid directly to Local 784 Training Fund by separate check and included with the Dues Check-Off check.

ARTICLE X **SAN FRANCISCO PAID SICK LEAVE ORDINANCE WAIVER**

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.

ARTICLE XI **WORK FEE CHECKOFF**

The Employer shall deduct from the pay of employees covered by this Agreement an amount designated by the Union, provided that before any such deduction is made, the Union shall secure and furnish to the Employer a signed authorization form permitting such deductions. Such deductions shall be remitted by check to Theatrical Wardrobe Union, Local 784, I.A.T.S.E. within three weeks after the end of each payroll period. At the time of such remittance, and together therewith, Management shall also furnish to the Union a record certifying the names of the employees whose account such deductions were made and their respective earnings for said payroll period.

ARTICLE XII
MINIMUM CONDITIONS

WAGES:

- 1) In the event that under the terms of this Agreement two (2) or more rates of pay are applicable for the same work done within the same period of time, the highest of the rates shall prevail.

MINIMUM CALL:

- 1) All calls are for a minimum of four (4) hours whether day work or performance (four-hour call starts with the half-hour call before advertised curtain time).
- 2) All broken time calls are for a minimum of four (4) hours. In computation of time worked, every fraction of an hour exceeding fifteen (15) minutes shall be considered as a full hour.

OVERTIME AND PREMIUM PAY:

- 1) When Dressers are required to render services for more than eight (8) hours in any one day, they shall receive the overtime rate for each hour worked in excess of eight (8) hours.
- 2) When Dressers are required to render services for more than fourteen (14) hours in any one day, they shall receive double (2X) the base rate for each hour worked in excess of fourteen (14) hours.
- 3) Over eight (8) hours worked on Sundays and Holidays shall be double (2X) the base rate.
- 4) When Dressers are required to render services for more than eight (8) performances of the current attraction within any regular work week, they shall receive time and one half (1½X) of their regular rate for each such additional performance.
- 5) When Dressers are required to render services for more than two (2) performances in any one day, they shall receive double time (2X) for each such additional performance.
- 6) In the event a performance shall commence at 10:00 PM or later, all wardrobe employees shall be paid at double (2X) the performance call rate.
- 7) There shall be no rate in excess of two times (2X) the base rate, except when meal penalties occur.
- 8) When Dressers are required to work cues during a performance in view of the audience and/or wear a show costume during normal show procedure, they shall be paid an additional Straight Time hour for each performance.
- 9) When the attraction requests a full or part time Stitcher who does not dress the show, or a dressing crew member who is assigned to perform stitching during day work calls, they will be paid at the prevailing hourly rate plus the Stitching Premium.(as referenced on Appendix A) per hour for all hours worked at such. Duties of the Stitcher are inclusive of repairs (i.e.: hooks, eyes, hems, etc.) and minor alterations as well as limited basic costume construction tasks. Should the Stitcher's duties be confined to complex costume construction tasks at the exclusion of basic repairs and alterations, then upon prior approval of the Wardrobe Supervisor and the Producer and/or Attraction, the Costume Construction rate shall apply. The part time Stitcher shall be offered additional day work hours if available.

- 10) All Dressers or others employed specifically to perform costume construction, construction stitching for new productions, beading and sequining, or like work including but not limited to craft work, shall be paid at the prevailing hourly rate plus the Construction Premium (as per Appendix A) per hour for all hours worked at such. Definition is as follows: Whenever any costume is made, produced, or executed by a Wardrobe Employee, whether it be a duplicate of a costume already worn in the show or a garment requested by the Producer and/or Attraction, such Employee shall be paid at the costume construction rate, by the Producer and/or Attraction. Whenever any Wardrobe Employee is required to finish unfinished costumes coming from costume houses, department stores, or other similar facilities, they shall be paid at the costume construction rate by the Producer and/or Attraction. If the costume is to be dismantled or taken apart in order to remake same to a larger or vastly smaller size or to refurbish same, this falls under the costume construction rate. All work done under this condition requires prior approval of the Wardrobe Supervisor and the Producer and/or Attraction. Repairs (i.e.: hooks, eyes, hems, etc.) and minor alterations are not considered costume construction.
- 11) A Production may request a full time Shopper who does not dress the show, who shall be paid the applicable base rate for the first of any 8 hours in a day, or 40 hours in a week, unless the Shopper is required at the request of the Production to shop after 6:00 pm, when the applicable premium rate shall be paid. In all cases where a premium rate is to be paid, the Production shall pre-approve the work schedule before the work begins.
- 12) When the attraction requests a full time Laundry Person who does not dress the show they will be paid the prevailing hourly rate for all hours worked. This position shall be offered additional day work hours if available.
- 13) All persons packing, unpacking or moving costumes from outside the theatre proper shall be paid the prevailing hourly rate plus a flat fee of twenty dollars (\$20.00) per day which shall not be subject to annual increases.
- 14) Packing While Dressing shall be defined as additional work performed on the final performance day that allows for the speedy removal of the Wardrobe Department from the theatre. When such work is done, the additional Packing While Dressing rate shall apply. Wardrobe House Head of Department shall inform the Attraction of this working condition prior to load-out day.
- 15) The Wardrobe House Head of Department shall receive the following for the preparation of payroll:
 - a) 1-8 Crew: 1 ST Hour per week
 - b) Over 8 Crew: 1/2 ST Hour per performance
 - c) The Wardrobe House Head of Department will be called to work when the Show Wardrobe Supervisor begins work in the theatre. The Wardrobe House Head of Department will be retained for the entire wardrobe load-out period.

MEAL PERIODS:

- 1) If after five (5) hours of work an Employee is not allowed a meal break, then the Employee shall be paid at two times (2X) the prevailing hourly rate until a break is allowed. The meal break may be less than one (1) hour. If meal break is less than one (1) hour, this time shall not be deductible. All Wardrobe Employees shall have not less than a one (1) hour meal break between the matinee and evening performance and/or work call: if not allowed, a double time penalty for the hour must be paid.

- 2) When a meal is supplied to Local crew, it shall also be supplied to the Wardrobe Employees that are kept at least one hour after the performance. Whenever possible, if food is scheduled to avoid meal penalties, breaks shall be scheduled according to meal time, with the Employee taking a one-half (½) hour meal break while remaining on the clock.

REST PERIODS:

- 1) All Employees who are part of the maintenance crew in the theatre when a performance is not being given shall have rest periods of five (5) minutes for each hour or twenty (20) minutes for every four-hour period.
- 2) All Wardrobe Personnel shall have a full eight (8) hours rest period between the end of the last call and the start of the next call (excluding matinees). Each hour that invades the eight (8) hour period shall be paid at double time (2X).

GENERAL CONDITIONS:

- 1) Whenever wardrobe is removed from the theatre for any reason whatsoever, a Dresser, whether local or show wardrobe personnel, shall accompany it from the time of removal until it is returned to the theatre. This shall not apply to wardrobe removed from the theatre for washing, cleaning or repairing.
- 2) The Employer shall make reasonable efforts to notify the Wardrobe House Head of Department and the Wardrobe Supervisor at least twenty-four (24) hours in advance whenever wardrobe is to be removed from the theatre for any purpose.
- 3) Dressers shall be assigned to performers' dressing rooms on one (1) floor only. Any variances shall be mutually determined by the Employer and the Union Business Agent on a per show basis. During a performance, Dressers can do changes in the assigned dressing rooms, at the stage level and other designated change areas. During a performance, Dressers shall dress only, it being understood dressing includes emergency repairs that make a costume safe and wearable, and any other work directly related to the performance call. Any other work shall be paid at the prevailing hourly rate in addition to performance pay.
- 4) Dressers shall report thirty (30) minutes prior to the advertised curtain time. The Union shall allow the Employer fifteen (15) minutes after the final curtain, providing it falls within the performance limit. Performance is defined as not more than four (4) hours including the half-hour show call. Any work required after the performance shall be paid at the applicable hourly rate.
- 5) Day work continuity calls in conjunction with the performance call are permitted for two (2) hours before or one (1) hour before and/or one (1) hour after the performance, provided such calls do not exceed the five (5) hour stipulation for meal breaks. Such continuity calls shall include a ten (10) minute break.
- 6) The Employer shall make every effort to supply the Wardrobe House Head of Department with a designated office area.
- 7) A lockable cabinet shall be provided for all Employee(s) covered by this Agreement wherever possible.
- 8) The handling of body Microphones by Wardrobe Personnel shall be limited to the placement of the microphones within the costumes or upon a performer's body.

- 9) Previews and dress rehearsals presented before an unpaid audience shall be paid at the applicable hourly rate.
- 10) The Wardrobe House Head of Department must be notified by the end of the day if wardrobe articles are to be used the following day for rehearsals, run-throughs, and/or photo calls. If the Production and/or Attraction does not notify the Wardrobe Supervisor and/or Wardrobe House Head of Department of such calls, a penalty equal to one four-hour weekday daytime shift shall be paid to the person normally handling such wardrobe for each failure to give notice. A Dresser will be called for a minimum four-hour call whenever costume pieces are used for rehearsals, run-throughs, fittings, or photo calls. Wardrobe Supervisors and Assistants may not perform Dressers' duties except in the case of an emergency (limited to one performance). No performer may assist another performer in dressing. Stage Managers and their Assistants may not perform Dressers' duties.
- 11) The Wardrobe House Head of Department shall be able to perform all Dressers' duties.
- 12) If more than four (4) weeks of dark time between engagements have passed, the Wardrobe Head of House will receive 1 Straight Time minimum call for a production running four (4) weeks or longer for time spent making the Wardrobe Area ready for the new production's Load-in, if needed. No call will be required if no work is necessary.

REPLACING EMPLOYEES

- 1) The Employer will not replace or substitute employees to avoid the payment of overtime.

EQUIPMENT RENTAL:

- 1) In the event any sewing or other equipment is furnished by the Employees at the request of the Producer and/or Attraction and such equipment is lost or damaged, the Producer and/or Attraction shall reimburse the Employees for any loss or damage to same. Employees may be required to produce receipts to verify the value of said equipment. This condition will not apply if the loss of equipment is caused directly by the Employee.

ARTICLE XIII
PUBLICITY AND PROMOTION

- 1) For taking of all pictures after the performance (whether commercial pictures or pictures for general publicity), those Employees working such a call shall be paid at the prevailing hourly rate in addition to their performance pay. For press-related pictures after a performance (such as pictures of the star in costume with various dignitaries) an additional grace period of five (5) minutes (twenty [20] minutes total after the final curtain) shall be in effect before additional pay is required.
- 2) As a continuity of employment, pictures may be taken (on an hourly basis) one (1) hour before a performance or two (2) hours after a performance, but if it exceeds such limitations, it becomes a four (4) hour call. All Wardrobe Employees necessary to said call must be employed.
- 3) In the event that no Dresser is available for a picture call, the Wardrobe Supervisor and/or Assistant will act in the Dresser's place and shall be paid at the applicable rate.

ARTICLE XIV
AUDIO VISUAL REPRODUCTION

- 1) Authorized television or film footage for purposes of publicity, promotion, and/or news purposes may be made without additional compensation to any Employee provided the exposure of said television or film footage of the attraction shall conform to prevailing Actor's Equity Contract.
- 2) In the event a production or any part of a production is recorded and/or transmitted for commercial purposes, by any means now known or so hereafter devised in the future, Employees shall be paid time and one half (1 1/2X) the base prevailing rate.
- 3) When wardrobe is removed from the theatre for use in television, film, commercials or pictures for commercial use the Wardrobe Personnel involved shall be paid their regular pay and an additional 2 hours at time and one half (1 1/2X) the prevailing base rate.

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ARTICLE XV
HEALTH AND SAFETY

The Union and the Employer agree to work to assure that the Production and/or Attraction meet the following requirements:

Safety equipment shall be provided as required to all Employees covered by this Agreement, e.g., first aid kit, gloves, etc.

Employer shall use best efforts to insure that all ventilation systems shall be on and in working order at all times when any work, especially work involving airborne contaminants, is in progress.

Definition: Airborne contaminants are defined as: gases, vapors, etc., and airborne particulate contaminants as dust, fumes, etc.

Each Theatre shall have and maintain a spray booth.

Adequate lighting shall be provided in all wardrobe work areas.

The Employer shall make available to all Wardrobe Employees the Prop. 65 list with updates of hazardous chemicals.

ARTICLE XVI
GRIEVANCE AND ARBITRATION

Should there be an occasion for any dispute or disagreement to arise with regard to the interpretation or enforcement of the terms of this Agreement either on the part of the Employer or the Employee, both parties agree to attempt, in good faith, to amicably arrive at a solution to the disagreement through mutual consultation and negotiation on the part of the Employer or their chosen representative and the Union through its Business Representative or other Union Officer chosen to be its representative.

Should the parties be unable to resolve the dispute, either the Employer or the Union may refer the matter to a representative of I.A.T.S.E. International and SHN Management, and the decision of these parties shall be binding.

ARTICLE XVII
JOINT & SEVERABLE

The Employer shall have the right to make such house rules and regulations as may be deemed necessary to the conduct and management of theatre operations and the Union agrees that the Employees it refers shall obey all rules and regulations of any authorized representative of the Employer, provided such rules and regulations are not in conflict with this Agreement, or with the applicable State and Federal laws.

The Terms of this Agreement are joint and severable 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 full force and effect. Only the illegal clause shall be thereby rendered null and void and severed from this Agreement.

ARTICLE XVIII
DISMISSAL

The Employer and the Union agree that an Employee may terminate employment at any time, for any reason, and the Employer may similarly terminate an Employee at any time and for any reason. The Employer agrees to give the Employee two (2) weeks written notice or two (2) weeks salary in lieu thereof, except in the case of dishonesty, tortious conduct, violence, theft, or substance abuse at work, in which case no notice shall be required. Employees shall also give two (2) weeks notice in writing of resignation. All employment covered under this Agreement is seasonal in nature. Nothing in this Agreement shall be construed to bind the Employer to rehire an Employee for subsequent seasons.

Upon request, the Employer shall furnish or have the Production and/or Attraction furnish to the Union and Employee a letter setting forth full grounds for dismissal within one week of Employee's being dismissed for any of the reasons above.

ARTICLE XIX
PRIOR OBLIGATION

As the party of the second part is a member 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 nothing in this contract shall ever be construed to interfere with any obligation the party of the second part owes to such International Alliance by reason of 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 XX
PROTECTION AGAINST SEXUAL HARASSMENT

No Employee shall suffer any discrimination because such person refuses to perform sexual favors for an employer, business superior, client, customer, union official, or fellow employee. No Employee shall be subject to harassment or unreasonable interference in his or her work. The Employer shall investigate and take appropriate disciplinary action when an Employee complains that such behavior has been exhibited by supervisors or other employees.

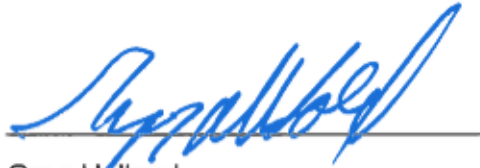
ARTICLE XXI
NO STRIKE – NO LOCKOUT

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

ARTICLE XXII
DURATION OF AGREEMENT

This Agreement to be in force and binding from the FIRST day of FEBRUARY, 2018, and continues in effect through the THIRTY-FIRST day of MARCH, 2021, and from year to year thereafter, unless either party shall submit written notice to the other of its desire to modify or amend this Agreement. Such written notice shall be provided at least sixty (60) days prior to the expiration date. The parties shall then meet and confer to negotiate the terms of a new Agreement.

It has been mutually agreed upon by both parties that any increase in wages and benefits will be retroactive to February 01, 2018.



Greg Holland
CEO
Shorenstein Hays-Nederlander
Theatres, LLC



Bobbi Boe
Business Agent
Theatrical Wardrobe Union, Local 784
I.A.T.S.E., M.P.T., A & A.C.

APPENDIX A: Wages – Wardrobe House Head, Dressers, All Other Help

	02/01/2018 01/31/2019	02/01/19 02/29/20	03/01/20 03/31/21
WARDROBE HOUSE HEAD OF DEPARTMENT	+3%	+3.5%	+3.75%
PER PERFORMANCE			
Weekday Performance (4 hour call) Mon.-Sat.	\$134.32	\$139.04	\$144.28
Sundays, Midnight Performances (4 hour call) (beginning 10 PM or later)	\$201.48	\$208.56	\$216.44
Packing While Dressing Mon.-Sat.	\$67.16	\$69.52	\$72.12
Packing While Dressing Sundays	\$100.74	\$104.28	\$108.18
Packing after Midnight, per hour	\$67.16	\$69.52	\$72.12
PER HOUR			
Monday – Saturday			
Between 8 AM - 6 PM	\$33.58	\$34.76	\$36.07
Between 6 PM and 12 Midnight	\$50.37	\$52.14	\$54.11
Between 12 Midnight and 8 AM	\$67.16	\$69.52	\$72.14
Over eight (8) hours worked in any one day	\$50.37	\$52.14	\$54.11
Over fourteen (14) hours worked in any one day	\$67.16	\$69.52	\$72.14
Sundays and Holidays			
Between 8 AM - 6 PM	\$50.37	\$52.14	\$54.11
Between 6 PM and 8 AM	\$67.16	\$69.52	\$72.14
Over eight (8) hours worked in any one day	\$67.16	\$69.52	\$72.14
PREMIUMS (per hour)			
Stitching Premium	\$4.74	\$4.90	\$5.09
Construction Premium	\$7.11	\$7.36	\$7.63

*Pressing, hanging, packing, pictures, dress rehearsals, sewing, etc
Four hour minimum call

DRESSERS, ALL OTHER HELP	02/01/2018 01/31/2019 +3%	02/01/19 02/29/20 +3.5%	03/01/20 03/31/21 +3.75%
PER PERFORMANCE			
Weekday Performance (4 hour call) Mon.-Sat.	\$122.12	\$126.40	\$131.16
Sundays, Midnight Performances (4 hour call) (beginning 10 PM or later)	\$183.20	\$189.60	\$196.76
Packing While Dressing Mon.-Sat.	\$61.06	\$63.20	\$65.58
Packing While Dressing Sundays	\$91.59	\$94.80	\$98.37
Packing after Midnight, per hour	\$61.06	\$63.20	\$65.58
PER HOUR			
Monday - Saturday			
Between 8 AM - 6 PM	\$30.53	\$31.60	\$32.79
Between 6 PM and 12 Midnight	\$45.80	\$47.40	\$49.19
Between 12 Midnight and 8 AM	\$61.06	\$63.20	\$65.58
Over eight (8) hours worked in any one day	\$45.80	\$47.40	\$49.19
Over fourteen (14) hours worked in any one day	\$61.06	\$63.20	\$65.58
Sundays and Holidays			
Between 8 AM - 6 PM	\$45.80	\$47.40	\$49.19
Between 6 PM and 8 AM	\$61.06	\$63.20	\$65.58
Over eight (8) hours worked in any one day	\$61.06	\$63.20	\$65.58
PREMIUMS (per hour)			
Stitching Premium	\$4.74	\$4.90	\$5.09
Construction Premium	\$7.11	\$7.36	\$7.63

*Pressing, hanging, packing, pictures, dress rehearsals, sewing, etc. Four hour minimum call

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APPENDIX B: Wages – Wardrobe Supervisors, Show/Production Head of

WARDROBE SUPERVISORS SHOW/PRODUCTION HEAD OF DEPARTMENT	02/01/2018 01/31/2019 +3%	02/01/19 02/29/20 +3.5%	03/01/20 03/31/21 +3.75%
PER PERFORMANCE:			
Weekday Performance (4 hour call) Mon.-Sat.	\$134.32	\$139.04	\$144.28
Sundays, Midnight Performances (4 hour call) (beginning 10 PM or later)	\$201.48	\$208.56	\$216.44
Packing During Performance Mon.-Sat.	\$67.16	\$69.52	\$72.14
Packing During Performance Sundays	\$100.74	\$104.28	\$108.18
Packing after Midnight, per hour	\$67.16	\$69.52	\$72.14
PER HOUR:			
Monday – Saturday			
Between 8 AM - 6 PM	\$33.58	\$34.76	\$36.07
Between 6 PM and 12 Midnight	\$50.37	\$52.14	\$54.11
Between 12 Midnight and 8 AM	\$67.16	\$69.52	\$72.14
Over eight (8) hours worked in any one day	\$50.37	\$52.14	\$54.11
Over fourteen (14) hours worked in any one day	\$67.16	\$69.52	\$72.14
Sundays and Holidays			
Between 8 AM - 6 PM	\$50.37	\$52.14	\$54.11
Between 6 PM and 8 AM	\$67.16	\$69.52	\$72.14
Over eight (8) hours worked in any one day	\$67.16	\$69.52	\$72.14
PREMIUMS (per hour)			
Stitching Premium	\$4.74	\$4.90	\$5.09
Construction Premium	\$7.11	\$7.36	\$7.63

THEATRICAL WARDROBE UNION LOCAL 784
and
SHORENSTEIN HAYS – NEDERLANDER THEATRES, LLC

Side Letter #1 Sick Pay/Leave

Theatrical Wardrobe Union Local 784, I.A.T.S.E. and Shoreinstein Hays – Nederlander Theatres, LLC agree to the following:


The Employer agrees that if any other union receives Sick Pay/Leave benefits during the term of the Current Working Agreement, the Local 784 employees employed under the Current Working Agreement shall receive the same benefits. The Sick Pay/Leave benefits will commence for Local 784 employees effective the same date as commencement of such benefits for the other union's employees.

This side letter shall not apply to any Sick Pay/Leave benefit received by another union per the San Francisco Paid Sick Leave Ordinance, Section 12W.9 of the San Francisco Administrative Code.

Agreed

Theatrical Wardrobe Union Local 784:

SHORENSTEIN HAYS – NEDERLANDER
THEATRES, LLC:



Bobbi Boe,
Business Agent



Greg Holland
CEO

Dated: 4/17/18

Dated: 04/24/18

THEATRICAL WARDROBE UNION LOCAL 784
and
SHORENSTEIN HAYS – NEDERLANDER THEATRES, LLC

Side Letter #2 Benefit Performances

Theatrical Wardrobe Union Local 784, I.A.T.S.E. and SHORENSTEIN HAYS – NEDERLANDER THEATRES, LLC agree to the following:

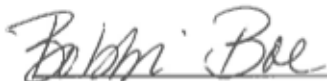
Whenever work is performed for a not-for-profit organization such as the Actor's Fund, Equity Fights AIDS and/or associated organizations, the hourly rate charged for such work will be the prevailing State or Federal Minimum Wage. The terms of the Collective Bargaining Agreement will not apply to a performance and/or work done in conjunction with any such organizations, nor will such show and/or work affect the balance of the pay period. Participation will be voluntary and each such worker may choose to have themselves replaced for the work associated with any benefit performance.

This Side Letter will be in effect only when all Local I.A.T.S.E. Unions agree to abide by its terms.

Agreed

Theatrical Wardrobe Union Local 784:

SHORENSTEIN HAYS – NEDERLANDER
THEATRES, LLC:



Bobbi Boe,
Business Agent



Greg Holland
CEO

Dated: 4/17/18

Dated: 04/20/18

THEATRICAL WARDROBE UNION LOCAL 784
and
SHORENSTEIN HAYS – NEDERLANDER THEATRES, LLC, LLC

Side Letter #3 Short Shows

Theatrical Wardrobe Union Local 784, I.A.T.S.E. and SHORENSTEIN HAYS – NEDERLANDER THEATRES, LLC agree to the following:

Short shows (125 minutes or less inclusive of the half-hour call) shall pay eight (8) performances at standard rate for up to eleven (11) performances in a week.

For any performance over eleven (11) in a week, the performance rate shall be 75% of the standard rate.

The premium for more than eight (8) performances in a week shall not apply.

For any performance over two (2) in one day, the performance rate shall be the standard rate.

The term "short show" is understood to refer to family-focused or variety-style shows (i.e. THE GRINCH WHO STOLE CHRISTMAS, RADIO CITY MUSIC HALL) that perform 8 or more shows per week. This will not be applicable to legitimate Broadway productions that are not created specifically for holidays/seasonal periods and do not typically run for more than 8 performances per week on Broadway.

Agreed

Theatrical Wardrobe Union Local 784:

SHORENSTEIN HAYS – NEDERLANDER
THEATRES, LLC:



Bobbi Boe,
Business Agent



Greg Holland
CEO

Dated: 4/17/18

Dated: 04/24/18

THEATRICAL WARDROBE UNION LOCAL 784
and
SHORENSTEIN HAYS – NEDERLANDER THEATRES, LLC

Side Letter #4 Parking

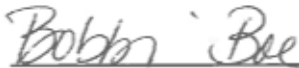
Theatrical Wardrobe Union Local 784, I.A.T.S.E. and SHORENSTEIN HAYS – NEDERLANDER THEATRES, LLC agree to the following:

The Employer agrees that if any other union, with the exception of Musician's Local 6, negotiates the receipt of parking benefits as a new Benefit during the term of the Current Working Agreement, the Local 784 employees employed under the Current Working Agreement shall receive the same benefits as the other union. The Parking benefits will commence for Local 784 employees effective the same date as commencement of such benefits for the other union's employees.

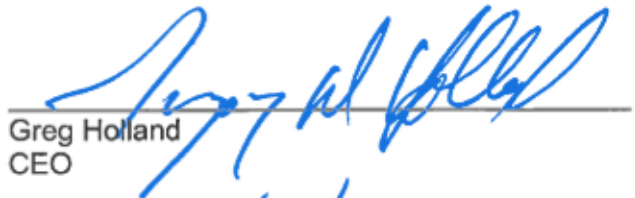
Agreed

Theatrical Wardrobe Union Local 784:

SHORENSTEIN HAYS – NEDERLANDER
THEATRES, LLC:



Bobbi Boe,
Business Agent


Greg Holland
CEO

Dated: 4-17-18

Dated: 04/24/18

THEATRICAL WARDROBE UNION LOCAL 784
and
SHORENSTEIN HAYS – NEDERLANDER THEATRES, LLC

Side Letter #5 Retirement

It is hereby agreed between Shorenstein Hays – Nederlander Theatres, LLC ("SHN") and Theatrical Wardrobe Union Local 784, IATSE ("Local 784") as follows:

WHEREAS, in the Memorandum of Agreement dated March 8, 2007, the parties agreed that SHN shall make retirement contributions to the I.A.T.S.E. Benefit Fund; and

WHEREAS, the parties agree that such contributions shall be made to the I.A.T.S.E. National Pension Fund, Plan C;

It is hereby agreed as follows:

1. Effectively retroactively to April 13, 2007, SHN shall contribute one percent (1%) of gross earnings of each Employee to the I.A.T.S.E. National Pension Fund, Plan C.
2. Effective November 28, 2007, SHN shall contribute two percent (2%) of gross earnings of each Employee to the I.A.T.S.E. National Pension Fund, Plan C.
3. Effective February 1, 2016, SHN shall contribute three percent (3%) of gross earnings of each Employee to the I.A.T.S.E. National Pension Fund, Plan C.
4. Effective February 1, 2017, SHN shall contribute four percent (4%) of gross earnings of each Employee to the I.A.T.S.E. National Pension Fund, Plan C.
5. SHN shall continue to contribute 6% of gross earnings of each Employee to the I.A.T.S.E. Annuity Fund.

SHN shall execute such documents as may be required by the I.A.T.S.E. National Benefit Fund.

Agreed

Theatrical Wardrobe Union Local 784, IATSE: SHORENSTEIN HAYS – NEDERLANDER THEATRES, LLC:

Bobbi Boe
Bobbi Boe,
Business Agent

Dated: 4/17/18

Greg Holland
Greg Holland
CEO

Dated: 04/24/18

THEATRICAL WARDROBE UNION LOCAL 784
and
SHORENSTEIN HAYS – NEDERLANDER THEATRES, LLC


Side Letter #6 Post-Show Safety

It is hereby agreed between Shorenshtein Hays – Nederlander Theatres, LLC ("SHN") and Theatrical Wardrobe Union Local 784, IATSE ("Local 784") as follows:

If a Laundry person is required to stay 1 hour after the show, SHN will provide an escort to the nearest BART station, or parking garage of choice. In lieu of an escort SHN will accept a voucher/receipt to be turned in for reimbursement for a Taxi, Uber, or Lyft not to exceed \$25.00 to the closest BART station or parking garage of choice within one (1) mile of the theatre.

Agreed

Theatrical Wardrobe Union Local 784, IATSE: SHORENSTEIN HAYS – NEDERLANDER THEATRES, LLC:



Bobbi Boe,
Business Agent

Dated: 4-17/18_____



Greg Holland
CEO

Dated: 04/24/18_____