

COLLECTIVE BARGAINING AGREEMENT

This Agreement made and entered into as of the 22nd day of July, 2021, by and between BROADWAY SF, LLC, hereinafter referred to as “Employer”, and MUSICIANS’ UNION, LOCAL 6, AMERICAN FEDERATION OF MUSICIANS, hereinafter referred to as “Union”.

Article 1 – Union Recognition:

- 1.1 The Employer recognizes the Union as the exclusive collective bargaining representative of all musicians employed by the Employer at its two (2) theaters, the Golden Gate Theater, and the Orpheum Theater. The Union and the Employer agree that if the Employer purchases, becomes the lessee of, or takes control of any additional theater(s) in the San Francisco Bay Area, the parties agree to negotiate the terms and conditions of employment of musicians at such theater(s).
- 1.2 All employees, as a condition of employment, shall become and remain members in good standing of the Union not later than the 31st day following the commencement of their employment or the 31st day following the execution of this Agreement, whichever is the later.
- 1.3 Nothing in this Agreement shall interfere with the obligations of any musician to the Union.

Article 2 – Employment of Union Musicians:

- 2.1 During the period of this Agreement there shall be no subcontracting of any work traditionally performed by musicians or fairly claimable by them as a result of the collective bargaining relationship between the parties.
- 2.2 Musicians covered by this Agreement shall be employed for the run of the show for which they are engaged, including every scheduled performance, provided that the Employer may dismiss any such musician for just cause subject to the grievance and arbitration procedures of this Agreement.
- 2.3 Employer shall have the right to initially engage musicians any time prior to the opening of a show. Once hired, any notice of a show’s cancellation that occurs less than two (2) weeks prior to the first rehearsal shall require payment of two (2) week’s wages to each musician. Subsequent to the first rehearsal, notice of either cancellation or early closing of the scheduled run of a show shall require one (1) full week’s wages.
- 2.4 The Employer shall use its best efforts to provide the Union with a hiring list for each show ten (10) days prior to the first rehearsal for said show.

Article 3 – Classification

- 3.1 Employer shall employ Local musicians for each production as follows:
- (a) For productions traveling under Federation Pamphlet B, local minimums shall be no more than those specified in Rule 24 of Pamphlet B.
 - (b) For any production that has a U.S. origination in San Francisco, the number of musicians called for by the Production shall be the minimum. Up to two non-Local musicians may be credited against this minimum.
 - (c) For productions that “sit down” in San Francisco, the lesser of 1) 16 Local musicians, or 2) the number of musicians performing on Broadway, shall be the minimum. Up to two non-Local musicians may be credited against this minimum.
 - (d) For all other book show musicals other than those described in subsections (a), (b), or (c) above, the lesser of 1) 16 Local musicians, 2) the number of musicians performing in the original production, or 3) the number of musicians performing in a revival which utilizes a completely new orchestration, shall be the minimum. Up to five non-Local musicians may be credited against this minimum for engagements of six weeks or less. Up to three non-Local musicians may be credited against this minimum for engagements of more than six weeks.
- 3.2 A “Local” musician shall be defined as one who has a permanent residence or has regularly performed services in the San Francisco Bay Area for the past six months prior to employment.
- 3.3 There shall be no minimum number of Local musicians required for dramatic productions, self-contained productions as defined in Pamphlet B, Rule 24E, non-book and/or non-theatrical productions, variety shows or reviews, concerts and special events.
- 3.4 It is agreed that all musicians must render service in the theater and in the pit of the theater during performances; any deviation from this section must receive approval from the Union.
- 3.5 AFM members who are engaged by SHN will complete a form stating whether they have current health insurance either through another employer or a spouse’s employer-provided health insurance. This form will be completed for each separate engagement. If the member does receive health insurance through one of these sources the member will waive Healthy SF contributions during the employee’s current engagement with SHN.jlkj

Article 4 – Wages

- 4.1 Base Wage: It is agreed by the parties hereto that for all type of shows, presentations, performances, productions and revues, the minimum wage rates and effective dates are as follows:

	<u>Base wage per service</u>	<u>Weekly Guarantee</u>	<u>Rehearsal per hour</u>	<u>Brush-up Rehearsal</u>	<u>1 hour sound check</u>	<u>2 hour sound check</u>
1/1/2020 – 12/31/2021	\$246.14	\$1969.12	\$54.58	\$90.58	\$75.09	\$135.17

4.2 Premiums:

- (a) Trumpet/Horn: the first local musician performing on trumpet shall receive fifteen percent (15%) additional pay for all work and shall receive twenty percent (20%) additional pay when performing as first trumpet. When the instrumentation for a show does not call for a trumpet, the first local musician performing on horn shall receive fifteen percent (15%) additional pay for all work or shall receive twenty percent (20%) when performing as first horn.
- (b) Violin: The first local musician performing on violin shall receive fifteen percent (15%) additional pay for all work. Alternatively, if the first local violin is serving as concertmaster, they will receive the following additional pay for all work:
- | | |
|-------------------|-------|
| 02/01-12/31/18 | 15% |
| 01/01/19-12/31/19 | 17.5% |
| 01/01/20-12/31/20 | 20% |
- (c) Others: the first local musician performing on the following instruments shall receive fifteen percent (15%) additional pay for all work, regardless of seating position: drums, trombone, string bass, electric bass, French horn, viola, cello, harp, woodwind and guitar. In the case of woodwind, the Employer shall designate which musicians shall receive said premium.
- (d) The above premium fees shall not be required to be paid if the respective local musician is not performing in the first chair and is receiving a doubling fee. However, the respective premium fees and doubling fees shall be required to be paid if the musician is performing a first chair and is required to double.
- (e) String Quartet: when a string quartet (namely any four-person one-on-a-part string section of violins, violas and/or cellos) is performing as the entire acoustic string section of a show, each player in said quartet shall receive fifteen percent (15%) additional pay for all work.

(f) Electronic Instruments:

- (1) All musicians performing on electronic instruments (including, but not limited to, synthesizers and samplers) shall receive twenty-five percent (25%) additional pay for all work. The above premium shall apply regardless of the type of controller used by the player, including, for example, but not limited to, keyboard, percussion, guitar, and wind.
- (2) A synthesizer player who substitutes on a per show basis for a regular synthesizer player and plays less than eight (8) shows a week shall receive the lesser of 150% of the base wage for each show performed during the week or the weekly guaranteed wage and a 25% premium for each show performed.

(g) Conductor: conductor shall receive compensation at double the minimum wages for all work.

(h) Assistant Conductor: If appointed by Employer, any person designated as assistant conductor shall receive one hundred twenty-five percent (125%) of minimum wages for all work (per week). For this fee, the designated Assistant Conductor shall remain prepared to take over conducting chores. Additionally, for this fee, Employer shall be entitled to the services of the Assistant Conductor for one performance in each week, noncumulative. If the Assistant Conductor is required to conduct more than one show in a week, he/she shall receive double minimum wages for all performances in excess of one.

4.3 Cartage: Musicians required to provide any of the following instruments shall be paid cartage as indicated:

- (a) At prevailing transport company rates with a minimum charge of \$50.00: electric keyboard, harp, celeste, xylophone, tympani, chimes, vibraphone, drum set, and harpsichord. Multiples of these instruments are each to be charged an additional \$10.00. Any charge in excess of the minimums set forth above shall be approved in advance by Employer.
- (b) \$20.00: contrabassoon, bass saxophone, string bass, or an amplifier.
- (c) Total cartage will not exceed \$100.00 for any individual.

4.4 Doubling: Musicians required to play more than one instrument of any description, including keyboard instruments, shall be paid for the first double: twenty-five percent (25%) of the base scale extra; for each additional double: ten percent (10%) of the base scale additional for each instrument. The following shall be considered as one instrument for the purposes of calculating doubles:

- (a) Drummer's outfit consisting of bass drum, snare drum, pedal cymbals, gongs, cowbells, sleigh bells, wood blocks, and other small traps.
- (b) Various Latin and small, hand-held percussion instruments.

4.5 Substitute audit pay:

- (a) Whenever a local musician requests a substitute, up to two audits may be required of that substitute, said audits to be paid on a payroll basis at fifty percent (50%) of the base wage (not to include premium and doubling pay), the cost of said payment to be deducted from the salary of the musician requesting the substitute. Additional preparation shall not be required of a substitute unless specified in writing by the conductor to the contractor and shall be compensated at the rate specified herein, the cost of which is to be incurred by the Employer.
- (b) Whenever a synthesizer player who is not already on the payroll is called in to substitute for a traveling musician, he/she shall be paid to attend two audits at full base scale for each book learned.

4.6 Leaving the Pit: musicians required to leave the pit to perform or to appear in any show, shall receive an additional **fee** per performance **according to the following schedule:**

Effective:	Not in costume	In costume
1/1/2018 – 12/31/2020	\$14.00	\$20.00

This is not to apply if musicians are stationed in the wings for entire shows and are not required to move.

- 4.7 Librarian: the Employer shall designate a librarian for every week of each production who shall be paid an additional fee of \$30.00 per service worked. The contractor or conductor shall sign a form noting that such work has been performed. Such assignment shall be given only to local musicians in the orchestra who are not receiving premiums or doubling pay, and shall be rotated weekly on an equal basis.
- 4.8 Employer shall not have to pay fourteen dollars (\$14.00) per performance, as set forth in Article 10.4, and/or any rehearsal pay for any such services which a musician is not required to attend, except that any musician required to be physically present at the theater for all performances shall also be paid for all rehearsals.
- 4.9 Over-Scale Payments: All wage scales stated in this Agreement are guaranteed minimums. Nothing stated in this Agreement shall be so construed as to prohibit any musician from negotiating for higher wages nor as to prohibit the Employer from agreeing to the same.

Article 5 – Work Week:

- 5.1 Seventh Consecutive Work Day: Work scheduled or called on any seventh consecutive work day shall be compensated at one and one-half times (1-½) the applicable wages for those musicians who actually work seven days.
- 5.2 Added performance: Except in 9/7 weeks pursuant to Article 5.6 below, a ninth performance within the regular six-day work week (including previews, but excluding dress rehearsals and invitational performances) shall be compensated at 150% of the base wage performance rate.
- 5.3 Less than Eight Performances:
 - (a) Whenever the orchestra is not required to play eight (8) performances within the six-day week, they shall be paid for not less than eight (8) performances, provided, however, that three-hour rehearsals, when paid at performance rates, including parking, may be substituted for unused performances within the six-day week, and provided that Employer may have the option to pay musicians at the Casual Theater rates as per the Union's Wage Scale Lists in effect at that time.
 - (b) Notwithstanding Article 5.3(a) above, but no more than three (3) times per year, Employer may pay musicians on a pro rata basis when fewer than eight (8) performances, but no fewer than six (6) performances, are scheduled in a week.
- 5.4 Opening week: In the event that Employer is unable to use musicians for a full week of eight performances during the opening week of any run of two weeks or more, it is agreed that Employer may prorate the weekly performance rate for the number of performances actually used. It is further agreed that Employer may utilize performances in the opening week as rehearsals in order to fulfill a full eight performance week.
- 5.5 Partial Week Extensions: If it is necessary to extend a show for part of a work week and the Employer provides two (2) weeks advance notice of said extension, Employer shall have the right to pay musicians for that partial week extension on a pro rata per performance basis. If Employer fails to provide two (2) weeks' notice of said extension, then Employer shall pay musicians for that partial week extension on a Casual Theater rate per performance as said rate appears in the Union's then current Casual Wage Scale List.
- 5.6 9/7 Weeks: Upon two (2) weeks advance notice, nine (9) performances may be scheduled in one week and seven (7) performances in a contiguous week with no additional compensation required for the ninth performance as long as musicians receive one day off between the two weeks.

Article 6 – Holidays:

- 6.1 There shall be a one hundred percent (100%) premium for all regular and alternate musicians and a fifty percent (50%) premium for substitute musicians for one show ending

before midnight on New Year's Eve. An alternate musician is defined as a musician who has played the show at least two times and received approval from the conductor.

- 6.2 There shall be a one hundred percent (100%) premium for a second show on New Year's Eve ending not later than 2:00 a.m.
- 6.3 There shall be a twenty-five percent (25%) premium for July 4th, Thanksgiving Day, Christmas Eve, and Christmas Day.

Article 7 – Rehearsals:

- 7.1 Minimum Call: There shall be a minimum call of three (3) consecutive hours for all rehearsals except as in 7.4 below.
- 7.2 Daytime Rehearsals: Rehearsals which end not later than 6:30 p.m., and during which a ten minute intermission is given at the end of each fifty minutes of rehearsal shall be compensated at rehearsal rate.
- 7.3 Starting Time: Employer agrees to schedule rehearsals not earlier than 10:00 a.m., unless exigent circumstances dictate an earlier call, but in no event may a rehearsal begin prior to 9:00 a.m.
- 7.4 If two daytime rehearsals are performed at the same location and are interrupted by a lunch break of not less than one-half (½) hour nor more than one (1) hour in length, and the combined total hours of the two said rehearsals are at least four (4) hours, then, and in that event, the minimum call of three (3) hours shall be waived.
- 7.5 A rehearsal may not exceed five (5) consecutive hours without a meal break of no less than thirty (30) minutes.
- 7.6 Other Rehearsals: All rehearsals in which intermissions as prescribed in 7.2 above are not given, all rehearsals ending after 6:30 p.m., and all dress rehearsals shall be compensated at performance rates, provided that musicians shall be given the normal between-acts intermissions of fifteen (15) minutes as in a performance, and further provided that at no time during these rehearsals, except for the performance of a single act which takes more than ninety (90) minutes, shall musicians be required to perform or remain in the pit for more than ninety (90) consecutive minutes without a fifteen (15) minute intermission.
- 7.7 Intermission provisions and rehearsal conditions may not be waived by the orchestra.
- 7.8 Brush-up Rehearsal: Employer may schedule a brush-up rehearsal when exigent circumstances require, provided that said brush-up rehearsal shall be a one hour call, not more nor less, beginning one and one-half (1-½) hours prior to a regularly scheduled starting time of the performance, and ending one-half (½) hour prior to the regularly scheduled starting time of the performance.

- 7.9 Talk-over Rehearsal: When the Employer wishes to have a talk-over rehearsal immediately prior to a performance and the same cannot be conducted within the five minutes call period preceding the performance, the Employer may schedule such a talk-over rehearsal of fifteen (15) minutes within the thirty (30) minute period preceding the performance. The rate for said rehearsal shall be **\$13.00**. Employer shall make best efforts to ensure that a talk-over rehearsal is scheduled when the volume of verbal or written notes is such that it will consume fifteen (15) or more minutes of the thirty (30) minute period preceding the performance.
- 7.10 Sound Check: Employer may schedule a stand-alone sound check at any time within three (3) hours before any other scheduled three (3) hour call. Such sound check may be a one-hour or a two-hour call and may be called once per engagement for engagements of eight (8) weeks or less and no more than once every eight (8) weeks for longer engagements.
- 7.11 All additional rehearsals in the form of sectionals, understudy rehearsals etc. shall be called only by the conductor or contractor and shall be fully compensated by the employer at the "Brush-up Rehearsal rate specified herein.

Article 8 – Overtime Rates

- 8.1 After three (3) hours at performance rate, overtime pay shall be prorated in one-half ($\frac{1}{2}$) hour segments except in the following cases:
- (a) A fifteen (15) minute grace period shall be allowed for computation of overtime of the first performance of a new show which is scheduled to run for at least one week.
 - (b) No more than three (3) times per year, in the event a performance is delayed for up to thirty (30) minutes by an event which makes it impracticable to perform, e.g., fire, injury, illness, accident or riot, no overtime pay shall be required.
- 8.2 After midnight, all work shall be compensated at double time of performance rates computed in $\frac{1}{4}$ hour segments, except as in 8.1 above.
- 8.3 Overtime in rehearsals, other than dress rehearsals, shall be paid as follows and shall, when prorated, be rounded to the nearest ten cents (\$0.10):
- (a) When a one-half ($\frac{1}{2}$) hour segment of overtime is called, it shall begin with a five (5) minute intermission and each musician shall be paid for said $\frac{1}{2}$ hours of overtime at a prorate of the applicable rehearsal rate in a $\frac{1}{2}$ hour segment.
 - (b) When a one-quarter ($\frac{1}{4}$) hour segment of overtime is called, each musician shall be paid for said $\frac{1}{4}$ hour of overtime at a prorate of the applicable rehearsal rate in $\frac{1}{4}$ hour segments plus One Dollar (\$1.00).

- (c) If a one-quarter ($\frac{1}{4}$) hour overtime segment of rehearsal is called and a successive $\frac{1}{4}$ hour overtime segment of rehearsal is called, then the $\frac{1}{4}$ overtime rehearsal rate shall be paid for both segments.

8.4 After eight (8) hours of work in one day, all work shall be compensated at one hundred and twenty-five percent (125%) of the applicable rate. For purposes of this section, performance time will be calculated at the actual length of the performance.

Article 9 – Other Productions: Wages, benefits and other terms and conditions of employment for typical, full scale opera and ballet productions of the kind customarily performed by traditional symphony, opera or ballet companies shall not be subject to the provisions of this Agreement but shall be separately negotiated between the Employer and the Union.

Article 10 – Employee Benefits:

10.1 Vacation Pay: The Employer agrees to pay weekly to each musician an additional sum equal to five and one-half percent (5.5%) of musician's total earnings each week as vacation pay.

10.2 Pension: The Employer agrees to pay weekly into the American Federation of Musicians and Employers' Pension Welfare Fund an amount equal fourteen percent (14%) of the gross total earnings each week (including vacation pay) of each musician. A check in the proper amount and made payable to AFM-EP Fund, accompanied by a complete payroll, shall be mailed to the Pension Office Headquarters and a copy of the check and payroll to Union.

- (a) Pension Rehabilitation Plan: Effective January 1, 2020, The Employer will contribute 16.786% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

- (b) The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in the Collective Bargaining Agreement (14% -- the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

10.3 Instrument Insurance: Employer agrees to provide a special insurance policy to protect musicians from loss, theft, destruction or damage of any and all instruments and equipment of musicians, with the exception of losses caused by earthquake or flood. Said insurance will cover the actual cost of the listed instruments used in the show up to a maximum of

\$100,000.00 per player. Upon hiring, Employer shall provide musicians with a form on which to declare the value of all necessary instruments and equipment which shall be returned to the contractor no later than the first rehearsal. Employer may then explore possibilities for limiting the amount of its liability, including but not limited to rental of alternate instruments or direct reimbursement to a musician for private insurance, but only with the approval of the affected musicians. It is incumbent upon the players to exercise reasonable care for the maintenance and security of their instruments.

- 10.4 Parking: Employer agrees to pay an additional taxable amount of fourteen dollars (\$14.00) per performance, rehearsal day and any rehearsal separated from a performance by four hours or more to each non-substitute musician as parking expense which shall not be subject to vacation pay, premiums, or pension. In the case of substitute musicians, Employer agrees that the amount shall be one dollar (\$1.00) higher per performance.

Article 11 – Payroll Responsibilities

- 11.1 Employer Responsibility: the Employer agrees to assume all employer responsibilities, including, but not limited to, Social Security and State Unemployment Insurance.
- 11.2 Payment Schedule: Pursuant to Section 201.9 of the California Labor Code, employees covered by this agreement are hired through a system of regular short-term employment established herein. For all such employees, the payroll week shall consist of seven (7) consecutive days commencing at 12:00 a.m. on the first (1st) day of the Employer's payroll week and the current week's wages shall be paid not later than 8:00 p.m. on Friday of the following week. Said pay day may change upon thirty (30) days notice from the employer to the Union. A penalty of \$5.00 per day shall be paid by Employer for each day or portion thereof that employees are not paid (computed from 8:00 p.m. to 8:00 p.m.).
- 11.3 Work Dues Deduction: Employer agrees to a standard dues check-off system, i.e., to deduct work dues from all scale wages of all musicians employed thereby and forward same to Union monthly pursuant to voluntary written authorizations by the musicians, and submitted by Union to Employer.
- 11.4 The Employer shall fully comply with Section 226 of the California Labor Code by furnishing employees an accurate itemized statement in writing showing the information required by statute. Where performance rates are indicated herein those rates will be shown as performance rates. The paycheck stub will break out separately pay for rehearsals, overtime, sound checks, premiums, doubling, vacation and parking.

Article 12 – Working Conditions:

- 12.1 Musicians Room: A room shall be provided by Employer for the safekeeping of musicians' instruments and clothing, such room to be kept in a clean and habitable condition by Employer and to be provided with a protective lock.

12.2 Orchestra Pit:

- (a) The orchestra pit in each theater shall be cleaned once each week during the run of the show if necessary, such decision to be made by the Union Steward.
- (b) The temperature in the orchestra pit and rehearsal venues shall be maintained at a reasonable level when in use by musicians.

12.3 Tickets: Musicians shall be given a preferential right to purchase tickets.

12.4 Restrooms: The Employer guarantees that restroom facilities shall be provided backstage at all three theaters for all musicians and shall be situated in an easily accessible area. Musicians shall be guaranteed the right to any and all restroom facilities in the theaters.

12.5 Health & Safety: The Employer shall at all times maintain the orchestra pit and any other places used by the musicians in the execution of their occupational duties in accordance with the applicable Federal and State guidelines for safety and health. At no time shall any musician be asked to perform under any conditions which constitute a hazard to his/her health or his/her musical instruments or equipment.

12.6 Uniforms: Employer may require reasonable uniforms or uniform dress for each employee, provided advance written notice is posted and that no specific uniform other than standard tuxedo for men and basic long black dresses with sleeves for women may be required which will cause musicians to expend monies for clothes which cannot be worn as normal street dress.

Article 13 – Company-Owned Equipment:

13.1 Musicians will not be required to repair company-owned equipment.

13.2 Musicians required to perform on company-owned equipment shall be given adequate access to said equipment or instruments for purposes of rehearsal and practice. Such adequate access must be afforded to substitutes as well as regular performers.

Article 14 – Use of Taped Music:

14.1 At no time shall the Employer use, or permit the use of, any taped, recorded or other type of mechanical music, e.g., the Virtual Orchestra or other similar technology, (collectively “electronic music”) for any performance or dress rehearsal except for, upon written notice to the Union:

- (a) dramatic productions which have no extended singing or dancing coordinated with the electronic music;
- (b) a production traveling without orchestration that has always used electronic music in its presentation, e.g., *Contact*;

- (c) a production utilizing the Virtual Orchestra or similar technology, as long as the minimum number of local musicians are utilized pursuant to Article 3.1 above.
- 14.2 In addition, upon prior written notice to the Union, electronic music may be used for specific production totaling in all theaters no more than eight (8) weeks each year that are not book show musicals and that have always traveled with electronic music, e.g., *The Radio City Christmas Show* unless that specific production was or will be presented with live music either in Los Angeles or Chicago.

Article 15 – Substitute Musicians:

- 15.1 Musicians shall be allowed to send in substitutes in order to maintain their employment opportunities outside the theater and in case of illness and/or family emergency.
- 15.2 After a sub has played the show twice to the satisfaction of both the conductor and contractor, that sub shall be approved as an alternate player, to be used at the discretion of the regular player and the contractor.
- 15.3 Except for illness or emergencies, substitutes shall not be sent without prior notification and approval of the contractor. Permission to send the sub shall not be unreasonably denied, nor shall the use of subs be abused. In any case, the musician originally contracted to play the show shall not have a sub before the first eight (8) public performances and in no event before the official opening, and shall play at least 50% of the performances contracted for, with a similar provision should the show be extended. For example, in a show booked for 10 weeks and 80 performances, the regular player must play at least 40 of these.

Article 16 – Steward: Whenever members of the Union are engaged as an orchestra of 4 or more under the terms of this Agreement, the Union shall have the right to appoint one person who shall be a playing member of the orchestra, who shall serve as a Shop Steward and who shall have the responsibility of enforcing the terms of this agreement including, but not limited to, all matters relating to the proper calculation and reporting of wages and benefit contributions and the maintenance of appropriate working conditions, including health and safety issues (e.g., decibel levels, temperature, smoke and fog). The Shop Steward shall report any problems directly to the Theater Manager. The Shop Steward's duties shall in no way infringe upon the authority of the contractor or whomever the Employer has employed to oversee all music related functions at the theaters.

Article 17 – Program Credits:

- 17.1 Provided the Employer has the requisite information from the production in time to include in the program, the Employer shall use its best efforts to cause to be printed in the regular program available to the audience for each performance a notice indicating that the show is accompanied by an orchestra in live performance and listing the names of the orchestra

members. The Employer will print this list “one time only” and need not reprint or amend every time there is a substitution of musicians.

- 17.2 The American Federation of Musicians logo will appear in the program with other Union logos, accompanied by the following wording: “The musicians, conductors, preparationists, and librarians employed in this production are members of the American Federation of Musicians of the United States and Canada.”

Article 18 – Electronic Media:

- 18.1 News Programs: the Employer or its designee may audio-tape or video-tape fragments of any service for promotional use on news or magazine type programs, including news or magazine internet sites, with no additional compensation to the musicians, provided such usage is in accordance with the then current AFM Television Videotape Agreement – Exhibit I.W and that the resultant showing of that service does not exceed three (3) minutes. Should any tapes made under this provision ever be used for any other purpose, e.g., phonograph records, commercial announcements, audition or demonstration tapes, or background music for any type of sound or film program, the Employer shall fulfill all conditions required by the appropriate agreement of the AFM, including, but not limited to, the payment of prevailing wages and benefits.
- 18.2 ADA Performances: the Employer or its designee may audio-tape or video-tape designated performances to be used solely by interpreters and describers for the purpose of assisting hearing and sight impaired patrons. Should any tapes made under this provision ever be used for any other purpose, e.g., phonograph records, commercial announcements, audition or demonstration tapes, or background music for any type of sound or film program, the Employer shall fulfill all conditions required by the appropriate agreement of the AFM, including, but not limited to, the payment of prevailing wages and benefits.
- 18.3 Recording Prohibition: Except as explicitly provided in this Agreement, no service or any part thereof shall be recorded, reproduced or transmitted from the place of performance in any manner or by any means whatsoever, by the Employer, or by any other person(s), in the absence of a specific written agreement and/or approved by the AFM International Office. This prohibition shall not be subject to the arbitration procedure of this Agreement, and the AFM may enforce this prohibition in any court of competent jurisdiction.

Article 19 – Grievance and Arbitration:

- 19.1 In the event of any dispute arising under this Agreement the subject matter shall be presented in writing by the representative of one party to the representative of the other party postmarked within ten (10) days of the occurrence in question or the reasonable discovery thereof, or the same shall be deemed waived.
- 19.2 Within five (5) days after the filing of such grievance, representatives of the Union and the Employer shall meet and confer in an attempt to settle the matter. If no settlement is

reached within five (5) days after such meeting(s), either party may request in writing to the other that the grievance be submitted to an Adjustment Committee.

- 19.3 The Adjustment Committee shall be comprised of four (4) persons, two (2) of whom shall be selected by the Union and two (2) of whom shall be selected by Employer and none of whom shall be involved in the grievance. The Adjustment Committee shall meet within two (2) weeks of the request at a mutually acceptable location. The Adjustment Committee's decision shall be by majority vote of the four (4) persons and shall be binding on the parties.
- 19.4 If the Adjustment Committee is unable to render a decision within thirty (30) days after the case has been presented to it, unless both parties agree to an extension, either party may request an impartial arbitrator who shall be selected by mutual agreement of the parties to this Agreement. If the parties cannot agree on an arbitrator, it shall be referred to the American Arbitration Association (AAA) for the selection of an arbitrator whose decision shall be final and binding on both parties. The Arbitrator shall render a decision only upon the issue(s) submitted and shall not have the authority to add to, modify, or amend any of the terms of this Agreement.
- 19.5 Each party to this Agreement shall bear one-half (1/2) of the cost of the arbitration except that each party shall bear the cost of its own witnesses.
- 19.6 In the event the Union alleges any violations by the Employer of Article 20 of this Agreement, the Union shall not be obligated to process a grievance with respect thereto and shall have the right to pursue any legal or equitable remedies with respect thereto to which it may be entitled in a court of competent jurisdiction.

Article 20 – No Lockout/Strike:

- 20.1 There shall be no lockout by the Employer and neither the Union nor the musicians shall cause or engage in any strike or concerted stoppage of work during the term of this Agreement, provided, however, that members shall not be required to cross any picket lines established by any labor organization lawfully representing employees employed at the premises where the services are to be performed and sanctioned by the appropriate Labor Council.
- 20.2 The Union shall not be liable for any unauthorized work stoppage, but members who individually refuse to perform work properly scheduled may be disciplined, subject to the provisions of Article 19.

Article 21 – Miscellaneous:

- 21.1 Notification of Change of Theater Management:

- (a) If at any time during the life of this Agreement, the Employer shall rent, lease, sell or allow the use of its theaters, then the Employer shall notify the Union in writing of the name and address of such tenant, lessee, purchaser or user at least 30 days in advance of the date of occupancy by same.
 - (b) It is agreed that failure to comply with the notice provisions herein may deprive musician employees of work opportunities potential, pension benefits and health and welfare benefits, and that such deprivations are not readily measured in actual damages. Therefore, for failure to comply with the notice provision contained herein, the Employer agrees that they will pay to the Union \$5,000.00 as and for liquidated damages and not in penalty for lost employment opportunities for members represented by the Union.
- 21.2 Force Majeure: In the event a theater in which the Employer usually produces or presents shows is destroyed, or in the event a performance(s) is canceled as a result of an event which makes it impossible to perform, (e.g., fire, riot or act of God), the Employer shall be relieved of its obligations under this Agreement with respect to the canceled performances only. In the event that musicians are dismissed for any reason after the published curtain time of a performance they shall be paid their base performance rate.
- 21.3 No Affect: Should any provision(s) of this Agreement be declared illegal by proper authority, any such declaration shall not affect the remaining terms, conditions, and provisions of this Agreement, or any amendments, modification, extension, or renewals thereof.
- 21.4 Non-Discrimination: The Employer and the Union shall comply with all applicable local, State and Federal non-discrimination laws. Further, the Employer shall not discriminate against any musician as to employment because of race, religion, sex, age, national origin, ethnic background, political affiliation, union activities, sexual orientation, or physical or mental disability subject to reasonable accommodation.
- 21.5 Assignment: All of the provisions of this Agreement are binding upon the parties, their heirs, successors and assigns.
- 21.6 Practice Facilities: In order to insure the maintenance of the best musical standards, musicians will provide, at their own expense, adequate practice facilities away from the theater.

Article 22 – Management Rights: The Employer shall at all times have complete supervision, direction and control over the services of musicians, and expressly reserves the right to control the manner, means and details of the performance of services by the musicians as well as the ends to be accomplished. In addition, the Employer shall retain the exclusive right to determine the following matters: whether and to what extent it will present musical entertainment of any kind; the kind of musical entertainment it will present; the places and times where and when such musical entertainment will be presented; the duration of the run of any particular show, act, or musical performance which may be presented; whether to employ musicians for shows, acts, or

performances; the number of musicians comprising the orchestra or other musical presentation; to establish and maintain standards of performance required for employees; to discipline and discharge employees for just cause and to exercise all other rights of management except as all of such rights are specifically modified by the terms and conditions of the Agreement. Any grievance involving a claim of abuse of such rights shall be subject to the grievance procedure provided for herein.

Article 23 – Term of Agreement: The term of this Agreement shall be January 1, 2021 through midnight December 31, 2021, provided that this Agreement shall continue in effect for one (1) year beyond the expiration date unless one party notifies the other party of its desire to open negotiations for a new agreement or for modification of this Agreement at least sixty (60) days in advance of the expiration date.

WITNESS WHEREOF, the parties have executed this Agreement.

BROADWAY SF

MUSICIANS' UNION LOCAL 6, AFM

By: _____

By: _____

Dated: _____

Dated: _____

ADDENDUM A
TERMS AND RATES FOR REHEARSAL PIANISTS
AND OTHER INSTRUMENTAL MUSICIANS

In consideration of the mutual covenants herein contained, Musicians Union Local 6, American Federation of Musicians, hereinafter called "Union," agrees with Shorenstein Hays-Nederlander Theatres, LLC, hereinafter called "Employer," collectively referred to as the "Parties," to the following terms and conditions governing the employment of rehearsal pianists and other instrumental rehearsal musicians. These terms and conditions shall apply whenever the Employer is acting as either the producer or as the agent for a traveling production performing in any applicable venue per the Collective Bargaining Agreement:

1. Employer may call a pre-show rehearsal for a rehearsal pianist or instrumental musician before any performance.
2. When playing rehearsals together with the orchestra, the payment and conditions for a rehearsal pianist or instrumental musician shall be the same as per Section 4.1 of the Collective Bargaining Agreement. For all services, the rehearsal pianists or instrumental musician shall be covered by the same provisions that apply to other musicians.
3. When playing services alone, or in a limited rehearsal setting (e.g. piano and drum set only), scale wages for a rehearsal pianist or instrumental musician shall be paid on an hourly basis according to the following schedule, computed in half-hour segments, with a 3-hour minimum call:

Effective January 1, 2018	\$52.79 per hour
Effective February 1, 2018	\$54.37 per hour
Effective July 1, 2019	\$56.82 per hour

4. Time beyond the 3-hour call shall be paid at the same hourly rate for up to eight hours, computed in half-hour segments. Time beyond eight hours, or any time on a seventh consecutive day, shall be paid at 150% of the hourly rate, computed in half-hour segments. When a rehearsal pianist or instrumental musician is required to be on call throughout a week, that musician shall be guaranteed a minimum of 42 hours compensation for that week.
5. All other terms and conditions of the Collective Bargaining Agreement, including but not limited to break times, pension contributions and parking payments, shall apply to this employment.