

AGREEMENT

BETWEEN

THEATRICAL EMPLOYEES UNION LOCAL B-18

*Affiliated with the International Alliance of Theatrical Stage Employees
And Moving Picture Operators of the United States and Canada (IATSE)*

AND

ATG SAN FRANCISCO, LLC

January 1, 2024 THROUGH December 31, 2026

This Agreement, entered into this date, January 22, 2025 between ATG SAN FRANCISCO, LLC, hereinafter referred to as the Employer, and Theatrical Employees, Local B-18 of the International Alliance of Theatrical Stage Employees & Moving Picture Operators of the United States and Canada, affiliated with the American Federation of Labor and the Congress of Industrial Organizations, hereinafter referred to as the Union. If the employer ceases to operate the Curran, this agreement will no longer be valid and a new agreement will have to be made with the new owner/operator.

1. RECOGNITION

This Agreement shall cover wages, hours and other conditions of employment for the following Box Office and Front of House employees:

BOX OFFICE PERSONNEL: Assistant Box Office Manager, Box Office Representative

FRONT OF HOUSE PERSONNEL: Head Front of House Staff, Front of House Staff (Ushers, Ticket Takers).

2. UNION SECURITY

All employees currently members of the Union shall be required, as a condition of continued employment, to remain members of the Union during the term of this Agreement. All such employees hereinafter engaged, shall be required as a condition of continued employment, to become members of the Union on and after the Trial Period (as defined in paragraph 5). An employee who fails to become or remain a member of the Union as herein provided shall be dismissed by the Employer immediately upon demand by the Union. However, nothing contained herein shall require the Employer to discharge or in any way to discriminate against any employee who has been denied membership or had had his or her membership in the Union terminated for any reason other than the failure of such employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

3. NOTICE OF VACANCIES AND COMPETENT PERSONNEL

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

4. NON-DISCRIMINATION

The Employer agrees not to discriminate against any employee or applicant for employment by reason of membership in the Union or because of anything said or done in furtherance of the Union. There shall be no discrimination by the Employer, the Union, or any employee covered by this agreement, against any employee or applicant for employment on account of race, color, creed, sex, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, gender, gender expression, gender identity, or any non-Merit factors nor shall a person be the subject of Sexual Harassment as prohibited by State and Federal law, or be subject to illegal discrimination made unlawful by federal, state or local laws.

The foregoing prohibitions shall be co-extensive with, and shall apply only to the extent set forth by applicable law.

5. NEW EMPLOYEES

All new Box Office and Front of House personnel shall be considered to be in a Trial Period for the first sixty (60) calendar days from their most recent date of hire with the Employer.

The Employer may at its sole discretion extend this sixty (60) day trial period for an additional thirty (30) days with a written explanation of the extension..

During the trial period outlined above, the Employer may discharge any such employee at will for any reason, and with or without cause, and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

6. WAGES

The scale of wages in this Agreement are minimum wages and do not prohibit any employee from receiving a higher scale.

In computation of time worked, every fraction of one-half (1/2) hour exceeding five (5) minutes shall be considered as a full one-half (1/2) hour.

If an employee is required to perform duties other than his regular job assignment, which are payable at a higher rate, the higher of the two (2) rates shall prevail for those hours actually worked at the higher rate.

All calls shall be for a minimum four (4) hour call and be paid at the hourly rates indicated below.

	2024	2025 4.5%	2026 4.5%
Assistant Head FOH Staff	\$25.12	\$26.25	\$27.43
FOH Staff	\$20.72*	\$21.65	\$22.70

*Wages retro from Jan 1, 2024

Box Office Positions to be paid at rates per the B-18 agreement with ATG for Orpheum and Golden Gate. The below is the most up to date version of that pay scale. ATG will honor Box Office Rates for subsequent B-18 agreements at Curran.

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

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

Definition of New Hire, Box Office

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

Box Office Tiered Increases

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

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

7. OVERTIME

One and one-half times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday or in excess of forty (40) hours in a work week, and time and one-half for the first eight hours worked on the seventh consecutive day of work in a workweek.

Double times the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a work week.

Only hours worked are counted when calculating overtime. For example, holidays, sick leave and vacation are not hours worked.

8. HOLIDAYS

Time and one half shall be paid for all hours worked on the following holidays: Martin Luther

King Jr.'s Birthday, Juneteenth, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, and New Year's Eve.

Double Time shall be paid for all hours worked on Christmas Day and/or New Year's Day.

Holiday's worked shall be counted as time worked for overtime purposes. All employees who work more than eight (8) hours on a Holiday shall be paid at one and one half times the prevailing Holiday pay for the overtime worked, in increments of a half hour. All employees who work more than twelve (12) hours on a Holiday shall be paid at two times the prevailing Holiday pay rate for the hours worked, in increments of one half hour.

9. SICK LEAVE

All Employees shall earn one (1) hour of sick leave for every Thirty (30) hours worked, up to a maximum cap of Seventy Two (72) hours. Such time shall only be used for use only during assigned shifts. No minimal hours to work, no documentation. Employees are required to make reasonable efforts to inform the scheduling manager of their need for time off at least twenty-four (24) hours in advance and post shifts for trade. Management may take reasonable measures to verify or document that an Employee's use of paid sick leave is lawful.

10. VACATION PAY

Employees shall receive vacation pay at a rate of four percent (4%). Vacation pay shall be included in each paycheck. Any employee entitled to vacation pay when severing employment, shall receive his or her vacation pay at time of severance.

In lieu of the forgoing, Full Time Box Office Employees shall receive ten (10) days of paid vacation per year, accrued at the rate of eight (8) hours for every two hundred and eight (208) hours worked. Unused vacation time may roll-over from year to year, with a maximum accrual of fifteen (15) days, and shall be paid out at the termination of employment.

11. HEALTH AND WELFARE

Full Time Box Office Employees shall be eligible to participate in the Employer's Medical, Dental and Vision benefits. Such plans are subject to change, at the Employer's discretion.

12. BOX OFFICE SECURITY

No one other than the Employer or its representatives or the producer or his representatives or the Box office Personnel engaged on the premises, shall be permitted to enter the Box Office at any time during normal business hours except for the purpose of

properly observing conditions coming under the jurisdiction of the Union.

The monies and tickets for which the Box office personnel are held responsible shall be handled only by them. Box Office receipts shall be deposited as directed by the Employer and whenever practicable, shall be picked up at the Box Office by armored transport, bank messenger, or such other method as may be designated by the Employer.

An employee may be required to carry money to and from the Box Office. During daylight hours the employee shall be accompanied by another employee who need not be a member of the Box Office staff. During evening performance hours, the employee shall be accompanied by security personnel. The employee shall not be held liable for loss of the Box Office receipts in case of assault or robbery, provided the employee has followed procedures as directed by the Employer.

Where the Employer or its representatives instructs the Box Office personnel to accept checks for mail orders, or to extend credit by allotment of tickets to outside agencies, no Employee shall be held responsible in the event of the failure of the payment of same, provided all procedures as directed by the Employer have been followed.

The Box Office Personnel shall be responsible only to the Employer, unless the Employer shall designate a person or persons to whom the Box Office Personnel shall be responsible.

13. DISCIPLINE AND TERMINATION

The following warning/disciplinary procedure shall be followed when disciplining employees, except in cases of drunkenness, dishonesty, illegal drug use and cases of gross insubordination. In such cases, the warning/disciplinary procedure need not be followed if suspension or immediate termination is considered warranted under the circumstances.

Step 1: Oral Warning(s). One or more oral warnings must precede a written warning.

Step 2: First Written Warning. A written warning (Steps 2 and 3) will specify the problem and the necessary improvement and shall be signed by the Supervisor and Employee.

Step 3: If the Employee has not improved his performance within a reasonable period of time, the Supervisor shall have the Employee sign a second warning. The Employee may request a copy of his written warning(s).

Step 4: Meeting. If, within a reasonable period of time after receiving the second written warning, the Employee has not improved his performance, the Supervisor shall meet with the Employee and the Shop Steward or Union Business Manager (if the Steward's or Business Manager's presence is requested by the Employee), to again review the problem. At this time, the Supervisor may inform the Employee of disciplinary action (e.g. demotion, suspension or termination).

If the Employee feels he has been dealt with unfairly, he may file a grievance at any step

of the warning system.

The Employer agrees that when desiring to terminate the services of a Box Office Employee, it will give said Employee two (2) weeks' notice or two (2) weeks' salary in lieu thereof. It is understood that a Box Office Employee shall be required to give the Employer two (2) weeks' notice, except by mutual agreement between the Employer and the Employee.

The Employer agrees that when desiring to terminate the services of a Front of House Employee who has been employed for a period of sixty (60) days or more, it will give such an employee one (1) week's notice or one (1) week's salary in lieu thereof. It is understood that a Front of House Employee wishing to resign shall be required to give the Employer one (1) week's notice except by mutual agreement between the Employer and the Employee.

In the case of termination due to drunkenness, dishonesty, gross insubordination or illegal drug usage, no termination notice shall be required.

14. GRIEVANCE PROCEDURE

Step 1. No matter shall be considered a grievance until it is taken up orally by the employee and/or the Shop Steward with the appropriate supervisor, who will attempt to settle the matter. The oral attempt to settle the matter shall take place within fourteen (14) days of the alleged incident. If the alleged grievance is not settled, it shall be deduced to and processed directly into step 2.

Step 2. Within fourteen (14) days of the unsuccessful attempt to settle the matter orally, the grieving employee shall file a written grievance with the Union. The grievance shall specify in detail facts alleged to have given rise to the grievance. The Union shall mail or deliver a copy of the grievance to the Employer.

Step 3. The Employer shall have two weeks in which to set up an appointment and meet with the Union in order to amicably adjust the grievance. Those present at the meeting may include the Shop Steward, the Union Business Agent, the grieving employee, the supervisor, and an additional representative from the Employer. By mutual agreement of the Union and the Employer, the time for amicable adjustment may be extended no more than one (1) additional week.

Step 4. Arbitration. If, by the end of the period for amicable adjustment, no resolution has been made of the grievance, there shall be two weeks for either party to request arbitration by an impartial arbitrator, selected by agreement of both parties. The expense of the arbitration (cost of the meeting room, cost of arbitrator and his/her expenses) will be split equally between the parties.

Failure of the Employer to meet with the Union within the time limits herein specified shall cause the grievance to be deemed substantiated, and, in such an event, the Employer

shall immediately conform its actions to the requirements of this Agreement and compensate the employee for any damages actually suffered as a result of the employer's failure to conform to this Agreement.

15. CONTRACT INTERPRETATION DISPUTE

A dispute as to the interpretation of this Agreement, not involving a grievance filed by an employee, shall be taken up by the party asserting it with the other party within twenty business days of the date the asserting party has knowledge thereof. Said taking up of the dispute shall be in writing, specifying in detail the basis for the dispute, including the applicable section(s) of the Agreement involved and/or applicable past practice. Failure to do so within the allotted time period shall be deemed to be a conclusive waiver of such dispute. The parties shall have fifteen (15) business days in which to process and amicably adjust the dispute. By mutual agreement of the parties, the time for amicable adjustment may be extended no more than ten (10) additional business days. If, by the end of the period for amicable adjustment, no resolution has been made of the dispute, there shall be fifteen (15) business days for the asserting party to request arbitration by an impartial arbitrator. Failure of the other party to meet with the asserting party within the time limits herein specified shall cause the dispute to be deemed substantiated, and in such event the other party shall immediately conform its actions to the requirements of this Agreement and compensate the asserting party for any damages actually suffered as a result of the other's failure to conform to this Agreement.

Within thirty (30) days of the date arbitration has been requested under (I) above, the parties shall move to select an arbitrator. Said selection shall be by mutual agreement. If selection cannot be made by mutual agreement, then either of the parties may petition the California State Conciliation Service for the district where the Union has its principal office to appoint an arbitrator to serve in the arbitration of the grievance or dispute. Such arbitrator, once selected, shall have authority only to interpret the provisions of this Agreement and shall not have authority to change, alter, add to, delete, amend, or modify it. The arbitrator's decision on any matter shall be final and binding on both parties to this Agreement. The fees and costs of the arbitrator shall be borne equally by the parties.

16. EMPLOYER RULES

The Employer shall have the right to make such house rules and regulations as may be deemed necessary to the conduct and management of theatre operation and the Union agrees that its members 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.

17. UNION OBLIGATION

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

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

18. UNION ACCESS

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

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

19. CHECK-OFF ASSESSMENTS

The Employer agrees that upon receiving a signed voluntary check-off authorization from the employee(s), the Employer will withhold Two Percent (2%) of all gross wages for each employee working under this CBA.

Said monies are to be made payable, by separate check with each payroll, to Local B18, I.A.T.S.E.

20. AUTOMATION

The Employer agrees that in the event of the installation of new or improved machines or processes for work covered in the jurisdiction clause of this Agreement, Employer shall make an effort to see that employees covered under this Agreement are given first consideration and appropriate training as operators of such machines or processes.

21. NO STRIKE - NO LOCKOUT

There shall be no strikes, lockouts or other form of work stoppage during the term of the Agreement. Notwithstanding the foregoing, it shall not be considered just cause for discharge or discipline for members of the Union to observe a lawful primary picket line.

22. FORCE MAJEURE

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

23. FAMILY AND MEDICAL LEAVE ACT (FEDERAL) & CALIFORNIA FAMILY RIGHTS ACT (STATE)

The Employer agrees to abide by all Federal, State and City laws of covered employees regarding Family Medical Leave to the extent that they apply. Federal and State law provide certain employees with the right to take a leave from work to care for themselves or for a family member with a serious health condition.

24. RETURN TO WORK PROGRAM

An employee on medical leave, whether industrial based or non-industrial based, who is unable to perform his or her current job due to medical restrictions may be placed in an available open temporary, full- time, or part -time work assignment or job, provided the employee can perform the essential functions of that temporary assignment or job with or without a reasonable accommodation.

25. TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of this Agreement to and including December 31, 2026 and shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of their desire to have the same modified or changed, and such notice must be given at least sixty (60) days prior to the expiration date of this Agreement. If such notice is not given, then this Agreement is to stand renewed for the following year.

SIGNATURES:

ATG SAN FRANCISCO, LLC



01/29/2025

Jamie Budgett

Date

THEATRICAL EMPLOYEES UNION B-18



01/27/2025

Johnny Moreno
Business Manager

Date