BROADWAY SAN FRANCISCO, LLC

AND

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

COLLECTIVE BARGAINING AGREEMENT April 1, 2024 through March 31, 2027

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WORKING AGREEMENT BETWEEN Broadway San Francisco, LLC AND THE THEATRICAL WARDROBE UNION LOCAL 784, I.A.T.S.E., M.P.T., A. & A.C.

ARTICLE

This Agreement is entered into between Broadway San Francisco, LLC (BSF) 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 referred to 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 EMPLOYER anywhere within the geographical jurisdiction of the UNION.

The duties of Employees hereunder within the appropriate classifications and performed within the jurisdiction of the UNION shall include costumes, wardrobe and costume/wardrobe accessories for the following:

- Maintaining;
- Cleaning (with the exception of cleaning performed by vendors outside the theatres);
- Dyeing;
- Pressing;
- Sorting;
- Handling;
- Distributing;
- Hanging;
- Unpacking;
- Repacking;
- Repairing;
- 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 EMPLOYER represented by the UNION 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 Golden Gate, and Curran Theatres for as long as these venues are owned/operated by the EMPLOYER within the jurisdiction of the UNION. If the EMPLOYER ceases to own or operate any theatre in SF, this agreement will cease to apply to that theatre, and the UNION shall be free to negotiate a new agreement with such new owner/operator. In the event the EMPLOYER intends to cease to operate or transfer ownership of the facility to a new owner/operator not controlled by the EMPLOYER, the EMPLOYER shall promptly notify the UNION and arrange for a meeting between the UNION and such new owner/operator.
- The EMPLOYER agrees to notify the UNION when it seeks employees.
- 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 House Head of Department, Wardrobe Supervisor or Wardrobe 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 shall receive full compensation for the hours of performances and training. All training performances shall be approved by the EMPLOYER before the Trainee is onsite. This condition will also apply to a dresser position.

ARTICLE V ACCESS

 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

- There shall always be at least one member of the UNION employed for every production as a Wardrobe House Head of Department.
- A member of the Local Union Wardrobe Crew must be present any time wardrobe work is done in the theatre.
- If any show or production is brought into the jurisdiction of the UNION 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 the EMPLOYER, 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 UNION 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 UNION 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 the UNION 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 the following holidays, such Employee shall be paid two times (2X) the base weekday rate for performance or hourly as the case may be for work performed.

- New Year's Day (January 1),
- Martin Luther King Day (January 15),
- Washington's Birthday (February 22),
- Memorial Day (May 30),
- Juneteenth (June 19)
- Independence Day (July 4),
- Veteran's Day (November 11th),
- Thanksgiving Day (Fourth Thursday of November)
- Christmas Eve (December 24),
- New Year's Eve (December 31).

All Holidays are established as being on the Traditional Calendar Day, not the Observed 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%), starting April 1, 2025 seven percent (7%), and starting April 1, 2026 eight percent (8%) 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. The EMPLOYER will make contributions equal to fifteen (15%) of gross earnings of each Employee covered by this Agreement.

Employees may also voluntarily have pretax dollars deducted from their paychecks by the EMPLOYER to be remitted to The Flex Plan. Employees must elect their voluntary contribution amount either in January or during the first week of any calendar year in which the EMPLOYER employs them. Employees may not change this voluntary deduction once they have elected it, until January of the next calendar year unless there is a change in family status as defined by The Flex Plan.

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 therein.

Payment and remittance reports should be mailed to: Entertainment Industry Benefit Plans PO Box 60669 Los Angeles, CA 90060-0669

Telephone: (323) 993-8888

PENSION

The EMPLOYER agrees to contribute four percent (4%) of the gross earnings of each employee covered herein, to the I.A.T.S.E. Pension Fund Plan C, P.O. Box 11944 Newark, New Jersey 0701-4944. As used herein, "gross earnings" shall cover and include all wages, compensation and remuneration paid to the employees from employment hereunder inclusive of overtime and payments for which no services are rendered such as for holidays, vacation and unworked time on a minimum call, prior to the deduction of payroll taxes. Such contributions shall be made by check payable to the "I.A.T.S.E. Pension Fund" no later than the tenth (10th) day of each month in respect to all employment during the preceding month on which contributions were payable. 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 number, their dates of employment, the number of days worked, their gross earnings as well as the amount of contribution paid for them.

The parties hereto agree to execute the standard form of Participation Agreement by said Pension Fund, and the filing thereof with such fund shall be a condition of their participation therein.

ANNUITY

The EMPLOYER agrees to contribute six percent (6%) of the gross earnings of each employee covered herein, to the I.A.T.S.E. Annuity Fund, P.O. Box 11944, Newark, NJ 07101-4944. As used herein, "gross earnings" shall cover and include all wages, compensation and remuneration paid to the employees from employment hereunder inclusive of overtime and payments for which no services are rendered such as for holidays, vacation and unworked time on a minimum call, prior to the deduction of payroll taxes. Such contributions shall be made by check payable to the "I.A.T.S.E. Annuity Fund" no later than the tenth (10th) day of each month in respect to all employment during the preceding month on which contributions were payable.

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 number, their dates of employment, their gross earnings as well as the amount of contribution paid for them. The parties hereto agree to execute the standard form of Participation Agreement by said Annuity Fund, and the filing thereof with such fund 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 (EIN#26-6713044) by separate check to:

Local 784 Training Fund 466 Geary Street #M101 San Francisco, CA 94102

ARTICLE X PAID SICK LEAVE

The EMPLOYER shall provide paid sick leave to all employees who work at least thirty (30) days within a calendar year with the EMPLOYER. Employees must complete an initial 90-day employment period before they can use their accrued and unused paid sick leave.

Paid sick leave shall accrue at the rate of one (1) hour for every thirty (30) hours worked by an employee and accrual shall begin on the first day of employment with EMPLOYER. Employees may take up to a maximum of forty (40) hours of accrued paid sick leave per calendar year. Employees shall be allowed to carry over unused accrued paid sick leave to the following calendar year; however, unused accrued paid sick leave shall be capped at eighty (80) hours. Employees shall not accrue additional paid sick leave while their unused accrued paid sick leave is at the cap. Employees shall not be reimbursed or provided paid sick leave that does not accrue while the employee is at the unused accrued paid sick leave cap.

Employees may use unused accrued paid sick leave upon an oral or written request for themselves, a family member, or a designated person for the diagnosis, care or treatment, preventive care and/or specified purposes for an employee who is a victim of domestic violence, sexual assault, stalking or other qualifying act of violence.

In the event of seasonal employees, all accrued and unused paid sick leave shall be restored to the employee if the employee returns to work for the Employer within twelve (12) months from the previous separation. Employees shall not be paid for accrued and unused paid sick leave upon the termination of employment.

The foregoing sick leave benefit shall be in lieu of any applicable statutory requirement imposed upon EMPLOYER. Without limiting the generality of the foregoing, 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, the EMPLOYER 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:

- 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 or premium shall prevail.
- One-night events will be confirmed at least seven (7) calendar days prior to the first call of the event.
- 3. When any scheduled work (day work, continuity hour(s), and/or show call(s) is canceled with less than twelve (12) hours, such canceled work shall be paid in full at the applicable rates. This notice shall not apply when such cancellation results from an Act of God, fire or national or local calamity, acts or regulations of any public authority, war, pandemic, storm, or inclement weather.
- 4. All work performed on Sunday inclusive of the show call, shall be paid at the hourly overtime premium rate, and subject to all applicable overtime provisions.
- Short shows (125 minutes or less inclusive of the half-hour call and 15 minutes post-curtain for costume and laundry collection) shall pay the eight (8) performances at standard performance rate for up to the first eleven (11) performances in a week.

For any performance over eleven (11) and up to fourteen (14) in a week, the performance rate shall be the performance rate plus a 25% premium.

For any performance over fourteen (14) in a week, the performance rate shall be double (2X) the performance rate.

For any performance over two (2) in one day, the applicable performance rate listed above applies.

The term "short show" is understood to refer to family-focused of 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.

MINIMUM CALL:

- All calls are for a minimum of four (4) hours. The daily minimum for work calls (not adjacent to a show call) is five (5) hours, exclusive of laundry calls as defined by the yellow card rider. Performance calls starts with the half-hour call before advertised curtain time, through performance and up to 15 minutes past curtain for a maximum of four (4) hours.
- 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.
- If the employees are broken for two (2) or more hours it is considered a "broken time call".

OVERTIME AND PREMIUM PAY:

- 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.
- When Dressers are required to render services for more than twelve (12) hours in any one day, they shall receive double (2X) the base rate for each hour worked in excess of twelve (12) hours.
- Over eight (8) hours worked on Sundays 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.
- 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.
- 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.
- 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/Construction Premium(as referenced in Appendix A) per hour for all hours worked as such. Duties of the Stitcher are inclusive of repairs (i.e.: hooks, eyes, hems, etc.) and minor alterations.
- 10. In addition to standard Stitcher duties, Dressers and/or Stitchers can be employed specifically for the following skill sets, and shall be paid at the prevailing hourly rate plus the Stitcher/Construction Premium per hour for all hours worked as such:
 - · Costume Construction,
 - Construction stitching for new productions,
 - Beading and sequining.
 - · Shoe repair and maintenance,
 - Like work including but not limited to craft work.
 - 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.
 - Whenever any Wardrobe Employee is required to finish unfinished costumes coming from costume houses, department stores, or other similar facilities.
 - Whenever any costume is to be dismantled or taken apart in order to remake same to a larger or smaller size or to refurbish same. Combined rate agreed to start at \$7 in 2024.
- 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 or part time Laundry Person who does not dress the show, they will be paid the prevailing hourly rate plus the Laundry Premium (as per Appendix A) per hour for all hours worked between 8 am and 6 pm. This position shall be offered additional day work hours if available. Starting rate is \$4 in 2024.
- 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 thirty dollars (\$30.00) 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.

COMPLIANCE TRAINING:

The EMPLOYER will offer any required federal or state training to members of the UNION as often as required and shall compensate the members for the time spent in training.

COMPENSATION:

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

PAYROLL:

The EMPLOYER and the UNION confirm that IATSE Unit Members referred by Union under this Agreement to perform work under the jurisdiction of Union who are hired on a project-by-project or assignment-by-assignment basis for less than a full-time regular basis (i.e. a forty hour work week) shall be deemed "on-call workers".

- Given the nature of employment and the relatively short duration of individual projects or job assignments, such "on-call workers" shall be issued their payroll checks in accordance with the EMPLOYER's regular pay period for projects that occur within the applicable pay periods, but in no event later than twenty-one (21) days after each such project or within twenty-one (21) days after a Resignation as described below, consistent with California Labor Code sections 201.5, 201.9, 204 and any other Labor Codes applicable to the timing of the payment of wages
- Upon the completion of a project or assignment, such "on-call workers" shall not be deemed
 to have quit or have been discharged under any of the provisions of the California Labor
 Code (including Labor Codes applicable to the timing of the payment of wages, such as, but

not limited to, Labor Code Sections 201 or 203). Instead, such "on-call workers" shall remain eligible to continue employment with the EMPLOYER and will only be considered to have been discharged from or resigned their employment with the EMPLOYER (for purposes of Labor Code Sections 201-203 or any applicable Labor Codes):

- (a) if the EMPLOYER informs the Employee and UNION in writing that the EMPLOYEE is no longer eligible for future calls ("involuntary termination"); or
- (b) the Employee provides both the EMPLOYER and UNION written notice that they no longer wish to work for EMPLOYER and would like to be removed from consideration for future calls ("Resignation"). In the event of a resignation, the Employee shall become ineligible for future employment with EMPLOYER.
- Employee shall be given the option of payroll checks electronically deposited in an account designated by the or being issued a debit card.

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 ($\frac{1}{2}$) hour meal break while remaining on the clock.

REST PERIODS:

- 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. A rest period of at least nine (9) hours is required between the end of one workday and the beginning of the next. If a rest period of at least nine (9) hours is not given from the end of one workday to the beginning of the next, a forced call penalty of double time (2X) will be applied until a rest period of nine (9) hours is given.

GENERAL CONDITIONS:

- 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.
- 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.
- 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 halfhour 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. These hours shall be paid at the time and one half (1.5X) rate.
- The EMPLOYER shall make every effort to supply the Wardrobe House Head of Department with a designated office area.
- A lockable cabinet shall be provided for all Employee(s) covered by this Agreement wherever possible.
- 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.
- 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.
- 11. A Dresser will be called for an applicable minimum call whenever costume pieces are used for rehearsals, run-throughs, fittings, or photo calls.
- 12. 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.
- 13. The Wardrobe House Head of Department shall be able to perform all Dressers' duties.
- 14. 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

The EMPLOYER will not replace or substitute employees to avoid the payment of overtime.

EQUIPMENT RENTAL:

 In the event an employee supplies equipment, rental rates and invoice shall be as the sample in "APPENDIX B". In the event any sewing or other equipment is furnished by the Employee at the request of the Producer and/or Attraction and such equipment is lost or damaged, the Producer and/or Attraction shall reimburse the Employee for any loss or damage to same. Employee 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.

The EMPLOYER will provide equipment for House Heads to perform payroll and other administrative duties.

ARTICLE XIII PUBLICITY AND PROMOTION

- 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.
- 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

- 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.

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.

The EMPLOYER shall comply with all Cal/OSHA Safety and Health regulations and provide Personal Protection Equipment (PPE) to employees.

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.
- 2. If an Employee is required to stay one (1) hour after the show, EMPLOYER will provide an escort to the nearest BART station, or parking garage of choice. In lieu of an escort EMPLOYER 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.

Should the employee provide a reimbursement receipt for more than \$25.00 and/or further than one (1) mile away, the Employer will review the explanation with the employee and house head and/or Business Agent. All reasonable explanations will be honored.

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.

- A. 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 Broadway San Francisco, LLC, and the decision of these parties shall be binding. In the event that the UNION or the EMPLOYER contends that a provision of this Agreement has been violated, the following procedures shall be applicable:
 - (1) Within ten (10) business days of the time the party bringing the grievance forward knew (or reasonably should have known) of the event-giving rise to the grievance, the grieving party must give written notice to the other party of the claim.
 - (2) The Business Agent of the UNION and a designated representative of the EMPLOYER shall, within ten (10) business days after service of notice of the claim, meet and discuss the matter and attempt to effect a settlement of said controversy or dispute. Any agreement arrived at by such representatives shall be final and binding.
 - (3) In the event that such controversy or dispute is not settled by the EMPLOYER and the IATSE within twenty (20) working days after the notice given pursuant to paragraph (1) above, or within ten business days after meeting referred to in paragraph (2) above, then such controversy or dispute may be submitted to arbitration. The demand for arbitration must be made in writing no later than forty (40) business days after written notice referred to in paragraph (1) above. Each party shall bear half the cost of the arbitrator's fees and expenses.
 - (4) Unless the parties have otherwise agreed upon an arbitrator, the arbitrator shall be selected from a list obtained from the American Arbitration Association by alternate striking of names, with the UNION going first.
- B. Processing a claim or discussing its merits shall not be considered a waiver of a defense that the matter is not arbitrable or that it should be denied for reasons which do not go to the merits.
- C. The arbitrator shall have no power to modify, add to, or subtract from the terms of this Agreement, but shall only determine whether the Agreement has been violated in the manner alleged in the grievance, and, if so, what the remedy should be within the meaning of the Agreement.

- D. The decision of the Arbitrator, within the limits indicated above, shall be final and binding upon the grievant and all parties.
- E. The grievance and arbitration procedure is to be the sole and exclusive remedy for any claim breached of this Agreement or any other grievable dispute relating to the employment by the Employer of employees covered by this Agreement.
- F. If a grievance is not processed at any stage in accordance with stated time limits, it shall be deemed withdrawn. All time limits are subject to extension, but only by mutual written agreement.

ARTICLE XVII PAST PRACTICE

The EMPLOYER is not bound by any past practices or understandings except to the extent such past practices or understandings are specifically stated in this Agreement. Past practice may be used in interpreting or applying an express term of this Agreement, but shall not be used to add or modify the express terms of the Agreement.

ARTICLE XVIII 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 XIX 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. With respect to Heads of Department, 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. All 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.

All dismissals are subject to the Grievance and Arbitration procedures detailed below.

- A. The EMPLOYER maintains the right to make and modify reasonable work and conduct rules and require their observance. Employees may be terminated by the EMPLOYER by sending a "Do Not Dispatch Letter" to the UNION.
- B. Employees may be disciplined, up to and including suspension of duties. The EMPLOYER shall send a "Notice of Discipline Letter" to the UNION for infraction of the EMPLOYER's rules.

The UNION agrees that the issuance of "Do Not Dispatch" and "Notice of Discipline" letters is an EMPLOYER decision. Prior to issuance of a "Do Not Dispatch" or "Notice of Discipline" letter referred to above, the EMPLOYER will have a minimum of one (1) meeting to discuss job performance concerns. The employee shall have the right to have a Union Representative present at such meeting.

ARTICLE XX 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 XXI PROTECTION AGAINST 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 their 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 XXII 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 XXIII DURATION OF AGREEMENT

This Agreement to be in force and binding from April 1, 2024, and continues in effect through March 31, 2027, 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 April 1, 2024.

Jamie Budgett	
Jamie Budgett General Manager, San Francisco Broadway San Francisco, LLC	Jennifer Long, Business Agent Theatrical Wardrobe Union, Local 784 I.A.T.S.E., M.P.T., A & A.C.
4/14/25	
Date	Date

WARDROBE HOUSE HEAD OF DEPARTMENT	04/1/2024 3/31/2025	04/01/2025 3/31/2026	04/01/2026 3/31/2027
	+6%	+6%	+6%
PER PERFORMANCE			
Weekday Performance (4 hr. call) Mon Sat.	\$167.00	\$177.04	\$187.68
Sundays Midnight Performances (4 hr. call) Beginning 10PM or later	\$250.50	\$265.56	\$281.54
Holiday Performances	\$334.00	\$354.08	\$375.36
Packing While Dressing Mon. – Sat.	\$83.50	\$88.52	\$93.84
Packing While Dressing Sunday	\$125.25	\$133.23	\$140.76
Packing after Midnight per hour PER HOUR	\$83.50	\$88.52	\$93.84
Monday – Saturday			
Between 8 AM – 6PM	\$41.75	\$44.26	\$46.92
Between 6PM and 12 Midnight	\$62.63	\$66.39	\$70.38
Between 12 Midnight and 8 AM	\$83.50	\$88.52	\$93.84
Over eight (8) hours worked in any one day	\$62.63	\$66.39	\$70.38
Over twelve (12) hours worked in any one day	\$83.50	\$88.52	\$93.84
SUNDAYS			
Between 8AM and 6PM	\$62.63	\$66.39	\$70.38
Between 6PM and 8 AM	\$83.50	\$88.52	\$93.84
Over eight (8) hours worked in any one day	\$83.50	\$88.52	\$93.84
HOLIDAYS Per Hour	\$83.50	\$88.52	\$93.84
PREMIUMS (per hour) Stitching/Construction	\$7.00	\$7.42	\$7.88
Laundry 8AM – 6PM	\$4.00	\$4.24	\$4.49
* Pressing, hanging, packing pictures, dress rehearsals, sewing, etc.	4 hour	Minimum	call

DRESSERS, ALL OTHER HELP	04/1/2024 3/31/2025	04/01/2025 3/31/2026	04/01/2026 3/31/2027
PER PERFORMANCE	+6%	+5%	+5%
Weekday Performance (4 hr. call) Mon Sat.	\$151.84	\$159.44	\$167.40
Weekday Ferformance (4 fir. cair) Mon Cat.	\$101.04	Ψ100.44	Ψ107.40
Sundays Midnight Performances (4 hr. call) Beginning 10PM or later	\$227.76	\$239.16	\$251.10
Holiday Performances	\$303.68	\$318.88	\$334.80
Packing While Dressing Mon. – Sat.	\$75.92	\$79.72	\$83.70
Packing While Dressing Sunday	\$113.88	\$119.58	\$125.55
Packing after Midnight per hour	\$75.92	\$79.72	\$83.70
PER HOUR			
Monday – Saturday			
Between 8 AM – 6PM	\$37.96	\$39.86	\$41.85
Between 6PM and 12 Midnight	\$56.94	\$59.79	\$62.78
Between 12 Midnight and 8 AM	\$75.92	\$79.72	\$83.70
Over eight (8) hours worked in any one day	\$56.94	\$59.79	\$62.78
Over twelve (12) hours worked in any one day	\$75.92	\$79.72	\$83.70
SUNDAYS			
Between 8AM and 6PM	\$56.94	\$59.79	\$62.78
Between 6PM and 8 AM	\$75.92	\$79.72	\$83.70
Over eight (8) hours worked in any one day	\$75.92	\$79.72	\$83.70
HOLIDAYS Per Hour	\$75.92	\$79.72	\$83.70
PREMIUMS (per hour) Stitching/Construction	\$7.00	\$7.42	\$7.88
Laundry 8AM – 6PM	\$4.00	\$4.24	\$4.49
* Pressing, hanging, packing pictures, dress rehearsals, sewing, etc.	4 hour	Minimum	call

WARDROBE SUPERVISORS/ SHOW PRODUCTION	04/1/2024 3/31/2025	04/01/2025 3/31/2026	04/01/2026 3/31/2027
HEAD OF DEPARTMENT		0.0	
	+6%	+6%	+6%
PER PERFORMANCE			
Weekday Performance (4 hr. call) Mon Sat.	\$167.00	\$177.04	\$187.68
Sundays Midnight Performances (4 hr. call) Beginning 10PM or later	\$250.50	\$265.56	\$281.54
Holiday Performances	\$334.00	\$354.08	\$375.36
Packing While Dressing Mon. – Sat.	\$83.50	\$88.52	\$93.84
Packing While Dressing Sunday	\$125.25	\$133.23	\$140.76
Packing after Midnight per hour PER HOUR	\$83.50	\$88.52	\$93.84
Monday – Saturday			
Between 8 AM – 6PM	\$41.75	\$44.26	\$46.92
Between 6PM and 12 Midnight	\$62.63	\$66.39	\$70.38
Between 12 Midnight and 8 AM	\$83.50	\$88.52	\$93.84
Over eight (8) hours worked in any one day	\$62.63	\$66.39	\$70.38
Over twelve (12) hours worked in any one day	\$83.50	\$88.52	\$93.84
SUNDAYS			
Between 8AM and 6PM	\$62.63	\$66.39	\$70.38
Between 6PM and 8 AM	\$83.50	\$88.52	\$93.84
Over eight (8) hours worked in any one day	\$83.50	\$88.52	\$93.84
HOLIDAYS Per Hour	\$83.50	\$88.52	\$93.84
PREMIUMS (per hour) Stitching/Construction	\$7.00	\$7.42	\$7.88
Laundry 8AM – 6PM	\$4.00	\$4.24	\$4.49
* Pressing, hanging, packing pictures, dress rehearsals, sewing, etc.	4 hour	Minimum	call



APPENDIX B

LOCAL WARDROBE EQUIPMENT RENTAL INVOICE

Pay to the order of:		
Name:	Date:	
Addres:"	Show:	
City, ST, ZIP:	Venue:	
Phone:		
Employer:		
Contact Name:		
Company Name:		
Street Address:		
City, ST, ZIP:		
Phone:		

These rates are Minimums and subject to negotiation by the parties. Additional supplies are subject to availability.

DESCRIPTION	RATE	QUANTITY	EXTENSION
Steamer Kit			
Included in this kit:			
Industrial Steamer (Jiffy or comparable brand)	\$75.00		
Full Size Ironing Board	Per Day		\$.
Iron			
Sewing Machine Kit			
Included in this kit:			
Personal/Home All-Purpose Sewing Machine			
Supplies for machine operation (Bobbins, needles, etc.)	\$100.00		
Basic Neutral Threads (White, Black, Grey, Cream)	Per Day		\$.
Standard Hand Sewing Supplies	1		
Additional Equipment Requested			
At an additional, negotiated cost related supplies			
(serger/merrow machines, alteration notions, hangers, spot			
cleaning products, etc.) can be requested. Advance notice is			
appreciated.			
			\$
			\$
			\$
			\$
			· ·
			·
CASH Payment Preferred		Total:	\$

Otherwise: Make all checks payable to "Pay to the Order of" name above.

THEATRICAL WARDROBE UNION LOCAL 784 and BROADWAY SAN FRANCISCO, LLC

Side Letter #1 Benefit Performances

Theatrical Wardrobe Union Local 784, I.A.T.S.E. and BROADWAY SAN FRANCISCO 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

Agreed	
Theatrical Wardrobe Union Local 784:	BROADWAY SAN FRANCISCO
Jennifer Long Business Agent	Jamie Budgett General Manager
Dated: May 7, 2025	Dated: 4/14/2025

THEATRICAL WARDROBE UNION LOCAL 784 and BROADWAY SAN FRANCISCO, LLC

Side Letter #2 Parking

Theatrical Wardrobe Union Local 784, I.A.T.S.E. and BROADWAY SAN FRANCISCO 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 UNION employees employed under the Current Working Agreement shall receive the same benefits as the other union. The Parking benefits will commence for the UNION employees effective the same date as commencement of such benefits for the other union's employees.

Agreed

Theatrical Wardrobe Union Local 784:	BROADWAY SAN FRANCISCO:
Jennifer Long Business Agent	Jamie Budgett Jamie Budgett General Manager
Dated: May 7,2025	Dated: 4/14/25

THEATRICAL WARDROBE UNION LOCAL 784 and BROADWAY SAN FRANCISCO, LLC

Side Letter #3 Letter of Understanding

The EMPLOYER acknowledges the UNION's perception of a pay disparity with the stagehands local. The EMPLOYER agrees to work with the UNION in good faith in its goal to achieve pay equity with the stagehands local, with the goal of resolving the UNION's concerns regarding this matter in successor agreements in a mutually agreeable manner.

Theatrical Wardrobe Union Local 784:	BROADWAY SAN FRANCISCO:
Jennifer Long Business Agent	Jamie Budgett Jamie Budgett General Manager
Dated: May 7, 2025	Dated: 4/14/25

Agreed