

**AGREEMENT BETWEEN  
CENTER THEATRE GROUP/AHMANSON THEATRE  
AND  
UNITED SCENIC ARTISTS, LOCAL USA-829**

**AGREEMENT** made this 2<sup>nd</sup> day of December, 2003, by and between Center Theatre Group/Ahmanson Theatre (the "Employer" or the "Producer") and United Scenic Artists, LOCAL USA-829, *International Alliance of Theatrical Stage Employees*, AFL-CIO (the "Union"), for and on behalf of its members now employed or hereafter to be employed by the Employer (the "Employees" or the "Designer").

**WITNESSETH:**

**WHEREAS**, the parties have entered into collective bargaining and desire to reduce the results thereof to writing:

**NOW, THEREFORE**, it is mutually agreed as follows:

**I. RECOGNITION**

The Union represents and warrants that it has been designated as the sole collective bargaining agent for the Employees covered by this agreement. The Employer recognizes the Union as the sole collective bargaining agent of such Employees. The Employer agrees to recognize and deal with such representatives of the Union as the Union may elect or appoint.

**II. SCOPE AND DEFINITION OF SERVICE**

This Agreement applies and is limited in its application to Scenic Designers, Costume Designers, Lighting Designers, Sound Designers and Assistant Designers employed by (or engaged on a theatrical production produced by) the Employer. The work performed by the Designers may include, but is not limited to:

**A. Scenic Designer** (designs the production and renders the following services in connection therewith in a manner which is satisfactory to the Producer):

1. To complete either a working model of the settings to scale or to complete color sketches or color sketch models of the settings and necessary working drawings for the constructing carpenter at the reasonable discretion of the Producer.
2. To supply the painter with color schemes or color sketches sufficient for the painter.
3. To design or select or approve properties required for the production, including draperies and furniture.
4. To design and/or supervise special scenic effects for the production, including projections.

5. To supply specifications for the construction carpenter, to supervise the building and painting of sets and the making of properties and, at the requests of the Producer, discuss estimates for the same with contractors satisfactory to the Producer, such estimates to be submitted to the Producer at a specific time.

6. To be present at set-ups, technical and dress rehearsals, and the first preview performances, and to conduct the scenic rehearsals therefor, as may be reasonably requested by the Producer.

7. If requested, to attend public performances from time to time for the purpose of conducting a "normal check" of the sets. This provision shall not be applied in an unreasonable manner.

**B. Costume Designer** (designs the costumes and renders the following services in connection therewith in a manner which is satisfactory to the Producer):

1. To submit a costume plot of the production listing costume changes by scene for each character in the cast.

2. To provide color sketches of all costumes designed for the production and any form of a visual representation for costumes selected for the production.

3. To supply for the costume shop complete color sketches with color samples attached, including drawings or necessary descriptions of detail and its application, sufficient for the costume shop.

4. To be responsible for the selection and coordination of all costumes worn in the production including selection from performers' personal wardrobe where such situation arises.

5. To be responsible for the supervision of all necessary fittings and alterations of the costumes.

6. To design, select and/or approve all costumes accessories such as headgear, gloves, footwear, hose, purses, jewelry, umbrellas, canes, fans, bouquets, etc.

7. To supervise and/or approve hair styling and selection of wigs, hairpieces, mustaches and beards.

8. To be present at costume parades, technical and dress rehearsals, and the first preview performances, and to conduct costumes rehearsals therefor, as may be reasonably requested by the Producer.

9. If requested, to attend public performances from time to time for the purpose of conducting a "normal check" of the costumes. This provision shall not be applied in an unreasonable manner.

**C. Lighting Designer** (designs the lighting for said production and renders the following services in connection therewith in a manner which is satisfactory to the Producer):

1. To provide a full equipment list and light plot drawn to scale showing type and position of all instruments necessary to accomplish lighting design.
2. To provide color, hook-up plots and instrument schedule including all information required for the realization of the design.
3. To supply specifications and to obtain estimates for the same for the Producer from contractors satisfactory to the Producer, such estimates to be submitted to the Producer at a specified time.
4. To supervise focusing of the lighting equipment and the setting up of all lighting cues.
5. To be present at set-ups, technical and dress rehearsals, and the first preview performances, and to conduct the lighting rehearsals therefor as may be reasonably requested by the Producer.
6. If requested, to attend public performances from time to time for the purpose of conducting a "normal check" of the lighting. This provision shall not be applied in an unreasonable manner.

**D. Sound Designer** (designs the sound and render(s) the following services in connection therewith in a manner which is satisfactory to the Producer):

1. To design, select, and facilitate the creation of pre-recorded music, sound effects, electronic audio effects, and/or other pre-recorded effects (exclusive of original music composition).
2. To design a sound delivery system for the playback of pre-recorded cues, and for the enhancement of "live" voices, musical instruments and other sound elements.
3. To provide detailed specifications of the sound delivery system, including equipment list and technical drawings; and to solicit up to three (3) competitive bids from suppliers satisfactory to the Producer, if requested to do so.
4. To coordinate the installation of the sound delivery system and set the sound cues.
5. To be present at sound checks, technical and dress rehearsals, and the first preview performances, and to conduct the sound rehearsals therefore, as may be reasonably requested by the Producer.
6. If requested, to attend public performances from time to time for the purpose of conducting a "normal check" of the sound. This provision shall not be applied in an unreasonable manner.

**E. Assistants:**

1. Assistants to the Scenic Designer, Costume Designer, and Lighting Designer and Sound Designer may be engaged by the Producer at the request of the Designer subject to the approval of the Producer which approval shall not be unreasonably withheld. The work of the Assistant shall be to assist the Designer in the work of the Designer. Said Assistant's terms and conditions of employment shall be governed by this agreement.
2. A separate agreement must be filed with and approved by the Union for each Assistant and required fees filed accordingly, including required pension and welfare payments.
3. At no time shall any Assistant be paid less than the Union minimum scale for Assistants.
4. Depending on the location of the Designer, it may be necessary to hire assistants in other cities in addition to those hired in Los Angeles. The Union and CTG agree to review and determine compensation for such situations on a case by case basis: payment in total to be no less than the Union minimum scale for Assistants set forth in IV.C.1.

**III. UNION SECURITY**

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those Employees who are not members of the Union on the execution date of this Agreement must make application for membership in this Union within thirty-one (31) days after the commencement of their employment.

In the event that such a person is already a member, or is subsequently accepted for membership, and fails to tender to the Union membership dues and reasonable initiation fees, set in accordance with past practice and uniformly required as a condition of membership, the Employer must terminate his employment within fourteen (14) calendar days following the receipt of a written demand from the Union requesting termination; provided, however, that the required dues and initiation fees have not been tendered prior to or during the notice period.

The Union agrees that it will indemnify the Employer against any damages sustained by virtue of any action taken by the Employer, at the Union's request, pursuant to this paragraph.

**IV. MINIMUM RATES**

Effective upon signing of this Agreement, employees in all design categories employed by the Employer shall be paid not less than the following rates for dramatic and musical productions and for any other type of theatrical production:

**A. Design Rates: (ONE-YEAR 05-06 EXTENSION AT END OF DOCUMENT)**

**Scenic Design Minimum:**

\$7641	(9/01/00-8/31/01)
\$7832	(9/01/01-8/31/02)
\$8067	(9/01/02-8/31/03)
\$8258	(9/01/03-8/31/04)
\$8508	(9/01/04-8/31/05)

**Costume Design Minimum:**

\$7341	(9/01/00-8/31/01)
\$7635	(9/01/01-8/31/02)
\$7940	(9/01/02-8/31/03)
\$8258	(9/01/03-8/31/04)
\$8508	(9/01/04-8/31/05)

**Lighting Design Minimum:**

\$6641	(9/01/00-8/31/01)
\$6873	(9/01/01-8/31/02)
\$7079	(9/01/02-8/31/03)
\$7258	(9/01/03-8/31/04)
\$7508	(9/01/04-8/31/05)

**Sound Design Minimum:**

***(Composition and required studio expenses are an individual negotiation to be addressed in a rider to the cover sheet).***

\$5500	(9/01/01-8/31/02)
\$6020	(9/01/02-8/31/03)
\$6532	(9/01/03-8/31/04)
\$7133	(9/01/04-8/31/05)

**B. Additional Weekly Compensation**

1. Each Designer shall be paid Additional Weekly Compensation ("AWC") only after the Los Angeles run at the Ahmanson Theatre or other theatre used by the Employer, commencing with the first subsequent paid public performance and continuing for the run of that production and for the entire run of each subsequent production.

2. The AWC for each Designer contract filed with the Union shall be:

\$278	(9/01/00-8/31/01)
\$286	(9/01/01-8/31/02)
\$295	(9/01/02-8/31/03)
\$304	(9/01/03-8/31/04)
\$313	(9/01/04-8/31/05)

**C. Assistant Designer Rates for All Categories**

Weekly Rate (Week defined as five (5) consecutive days)

**6<sup>th</sup> consecutive day: + 1/5 wkly; 7<sup>th</sup> consecutive day: + 1/3 of wkly)**

<u>5 day</u>	<u>6 day</u>	<u>7day</u>	
\$804	+ \$161	+ \$268	(9/01/00-8/31/01)
\$828	+ \$166	+ \$276	(9/01/01-8/31/02)
\$853	+ \$171	+ \$284	(9/01/02-8/31/03)
\$879	+ \$176	+ \$293	(9/01/03-8/31/04)
\$905	+ \$181	+ \$302	(9/01/04-8/31/05)

**D. Subsequent Use:**

1. If the original scenery, costumes, lighting or sound is subsequently used by the Producer without any changes, no additional payment shall be made to the Designers, except AWC as herein specified.

2. If in such instance additional work is required of the Designer to make the Scenery, Costumes Lighting or Sound available for such subsequent use, for such work, the Designer shall receive a daily payment of the following:

\$379	(9/01/00-8/31/01)
\$379	(9/01/01-8/31/02)
\$390	(9/01/02-8/31/03)
\$402	(9/01/03-8/31/04)
\$414	(9/01/04-8/31/05)

Prior to the commencement of such work, the Designer and Producer shall agree upon the number of days required to perform the work. Daily payment shall be required for time spent in conferences preliminary to the commencement of such additional work.

3. If the Producer sells, leases or licenses his rights to a production to another Producer, specifying the use of the Designer's original Designs, Scenery, Costumes, Lighting, or Sound and the Producers covered by an applicable union contract, such applicable contract shall prevail. The Producer shall notify the Designer of such negotiations for sale. The Employer shall require the subsequent Producer to negotiate in good faith all required fees and other applicable payments due the Designer.

4. If the Producer sells, leases or licenses his rights of the Production to another Producer, specifying the use of the Designer's original Designs, Scenery, Costumes, Lighting or Sound to a Producer not covered by an applicable union contract and no additional work is required of the Designer, the Designer shall receive Fifty (50%) Percent of his/her contract and fees.

**V. INDIVIDUAL AGREEMENTS**

A. An individual agreement must be signed by the Producer and each Designer for Scenic Design, for Costume Design, for Lighting Design, for Sound Design and for Assistant Designers.

B. An individual agreement shall be promptly signed by the Producer, the Designer (including Designers who are not members of the Union), and the Union, each time, and as soon as, a Designer is engaged. The Designer shall not be required to furnish designs until said individual agreement has been executed and filed with the Union. Copies of the individual agreement, annexed hereto, shall be made available to the Producer by the Union.

C. Individual agreements must be signed in triplicate by the Producer and the Designer, and all three copies, along with the Pension and Welfare payment, shall be filed with the Union office. The Union office shall sign all three copies and return one to the Producer and one to the Designer, and file one in the Union records. If the contract is not signed concurrently, the Producer shall sign first.

D. In the event the Designer is not a member of the Union, the Employer will advise him/her of his/her obligation to apply for membership herein.

**VI. PAYMENT**

A. At the time the individual agreement is signed by the Producer and Designer, one-third (1/3) of the agreed-upon fee shall be paid to the Designer. The second one-third (1/3) shall be paid to the Designer on the first day of rehearsal. The third one-third (1/3) shall be paid to the Designer on the date of the opening of the Play at the Ahmanson Theatre or other theatre in Los Angeles.

B. Payments made pursuant to this Article VI.A of this Agreement shall be minus all applicable payroll and withholding taxes, which shall be made by the Employer.

C. In the event the production is abandoned and the Designer has not completed the designs agreed upon, the Designer and the Producer shall attempt to fix the remaining payment due, but in no event shall the Designer receive less than one-half (1/2) of the originally agreed-upon payment.

D. The Producer agrees to provide the Designer and Assistants, if any, with round trip, coach transportation on a first-class air carrier or rail carrier whenever the Designer or Assistant is required by the Producer to travel away from his/her place of residence overnight in connection with the services hereunder. The Producer further agrees to provide to the Designer and/or Assistant hotel and Sixty-Five (\$65.00) per diem for living expenses, including local transportation, for each day that the Designer and/or Assistant is required by the Producer to be overnight outside of his/her place of residence in connection with the production.

E. The Producer agrees to reimburse the Employees covered hereunder all authorized out-of-pocket purchases made for the production, and for authorized local work transportation, upon submission of proper documentation indicating, date, miles driven, and location.

**VII. OTHER USE OF DESIGNS**

A. The Producer shall not have the right to assign, lease, sell, license or otherwise use, directly or indirectly, the designs and/or settings, costumes, lighting or sound for use in motion picture, TV cassettes, television, live broadcasts, simulcast, tapes or film, film cassettes, internet webcast or any other use whatsoever, except as specified in this Agreement, without the prior written approval of the Designer and the Union and without negotiating with the Designer for such use.

B. The Producer agrees not to record in any manner or televise, film, or broadcast the Play (except for closed-circuit theatre system, special tape, except that Producer shall have the right to authorize one or more news coverage under Actors' Equity Association rules) and an archival radio and/or television and/or internet webcast excerpts of the Play not exceeding fifteen (15) minutes each for the purpose of exploiting and publicizing then running presentations of the Play, and on awards programs, provided no one receives compensation or proceeds therefrom other than reimbursements of out-of-pocket expenses.

C. For the purpose of providing rehearsal documentation to facilitate the signing of the production for the deaf or hearing impaired, and/or audio description for the blind, the Producer shall have the right to make a film, videotape, or visual record of the production. The Producer shall notify in advance, in writing, the Designer and the Union prior to any filming or taping or other visual recording of the production.

D. In the event a television or film production company such as H.B.O., A&E, ShowTime or Broadway Television Network shall produce an Ahmanson production at the Ahmanson Theatre for cable, internet, free-air broadcast, Pay-Per-View or other distribution outlet, the Ahmanson and the Union agree that the Ahmanson shall have no obligation under this Agreement and all terms or conditions pertaining to filming or taping the entire production shall be superceded in a separate agreement between United Scenic Artists, Local 829 and the Television, Film, Internet entity.

E. If the Ahmanson decides to produce or record for television, film or any other distribution outlet, a live theatrical production performing at the Ahmanson Theatre, the Designer shall receive compensation commensurate with industry practice.

F. For all broadcasts or recordings of the production which use the original sets, costumes, lighting or sound, or the designs for same, the Designers shall receive legible on-screen billing as follows, unless otherwise agreed: Scenery designed by \_\_\_\_\_, Costumes designed by \_\_\_\_\_, Lighting designed by \_\_\_\_\_ and Sound designed by \_\_\_\_\_.

**VIII. ALTERATIONS**

The Producer shall not alter nor permit anyone to alter or make substitutions for the settings or properties or costumes or lighting plot or lighting cues or sound plot or sound cues after the official opening without the Designer's consent.

**IX. BILLING**

A. The Producer shall cause the Designers to receive billing on the theatre house boards, programs, billboards, three (3) sheets, window cards, ad newspaper display ads of more than four (4) columns prior and subsequent to the opening of the Play. The size of billing and format shall be negotiated between the Producer and the Designer, except that under no circumstances shall the billing be less than clearly legible in relation to the use of the medium. The Designers' credits shall be of equal size with each other and shall be grouped together and be placed in the traditional position in relation to the director or choreographer of a musical show and to the director of a dramatic show.

B. Except in theatre programs, wherever credits are accorded in connection with the Play in a so-called "billing box" or other billing area, the size and location of the aforementioned credit shall be determined solely by the size and location of the title of the Play in said billing box or other billing area or by reference to said regular title, except that under no circumstances shall the billing be less than clearly legible.

C. The provisions for size, prominence, order and requirement of credits shall not be applicable with respect to the use, in any medium, of quotations from published reports or critics' reviews in advertising or other publicity.

**X. TRUST FUNDS**

A. In order to provide certain pension and welfare benefits to Persons employed under this Agreement, the Employer shall make benefits contributions on behalf of each and every person employed hereunder in an aggregate amount equal to 15% of the gross compensation of each person so employed (excluding various 'pass-through' payments for travel expenses, out of town living expenses, per diem, reimbursable business expenses, etc.). To provide pension benefits, 6% shall be apportioned to the United Scenic Artists Pension Fund, and to provide welfare benefits, 9% shall be apportioned to the United Scenic Artists Welfare Fund. Except as may be otherwise provided for in this Agreement, The Employer shall remit the aggregate amount in a single check made payable to the United Scenic Artists Pension and Welfare Funds. Such contribution shall be attached to and submitted with each employee's coversheet to:

**United Scenic Artists , Western Region Office  
5225 Wilshire Boulevard, Suite 506  
Los Angeles, CA 90036**

B. Said Trust Funds shall be separately and independently established under an Agreement and Declaration of Trust which the parties hereto shall enter into for such purpose. It is understood and agreed that such funds will be subject to all requirements of law and that the administration thereof will be by Trustees, an equal number of whom shall be designated by contributing Employers' and Employees' representatives.

C. It is a condition of the contribution hereinabove set forth that the same shall be deductible as a business expense by the Employer under the provisions of the Internal Revenue Code as it now exists or hereinafter be amended.

D. The only exception to the aforementioned applies to a "Staff designer" or "Staff Assistant Designer," defined as a regular, full - time employee of CTG at the Ahmanson, whose duties include work covered under this Agreement on at least one occasion during the course of a year. In this instance, it is recognized that such covered work is an additional component to employment that is usually and generally not covered by this Agreement.

In general, when such an employee engages in covered work, he/she shall be covered by the Terms and conditions of this Agreement in full force and effect with the following exceptions and considerations:

1) As long as a Member Staff Employee of the Ahmanson Theatre is eligible to participate in any Employer benefit plans (including but not limited to pension, health, welfare annuity and 401K plans ) on an equal or superior basis to other full-time Employees of the Ahmanson Theatre, no Employer contributions to a similar or comparable Union benefit plan shall be required under this Agreement.

2) Notwithstanding the foregoing, when covered services are performed under this Agreement, a coversheet shall be filed for the Member Staff Employee, and the Ahmanson Theatre will make a Pension Fund payment per the gross amount of the filed coversheet. This payment shall be equal to the aforementioned six (6%) percent apportionment to the United Scenic Artists Pension Fund.

## **XI. GRIEVANCE AND ARBITRATION PROCEDURES**

In the event of a grievance arising out of the terms and condition of this contract, the parties agree that every effort shall be made to settle such grievance by discussion between the parties, either in person or by phone as harmoniously as possible. If the Producer and the Designer or their representatives are unable to settle their dispute and break off discussions the following procedure shall be used:

**First Step:** The grieved party shall register complaint in writing promptly to the other party and to the local Union Business Representative.

**Second Step:** The Producer and/or his/her representative and the Designer and/or his/her representative shall meet with the local Union Business Representative in an attempt to resolve the grievance.

**Third Step:** If no agreement is reached under Step Two, the grievance shall be settled by arbitration in Los Angeles by an impartial umpire who shall hear the grievance and render a written decision within thirty (30) days as to the disposition of such grievance. The umpire shall have the power to interpret and apply the provisions of this Agreement, but shall not have the power to amend, modify, renew, or extend any of its provisions. His decision shall be final and binding upon the parties hereto, and both parties shall share equally all of the reasonable costs and expenses of the arbitration exclusive of their own attorney's fees, if any. Such umpire shall be selected in accordance with the rules and regulations of the American Arbitration Association.

**XII. DISCHARGE**

A. The Employer retains the right to discharge for just cause. In the event of a desire to discharge, the Employer shall notify the Union in writing in advance of such desire to discharge.

B. In the event of a disagreement between the Union and the Employer as to the discharge, it shall be submitted to arbitration according to the provisions of this Agreement.

**XIII. GENERAL PROVISIONS**

A. The Designer and the Producer may negotiate for any additional provision or payment of monies providing that such provisions shall in no way lessen, abrogate or contradict any of the terms herein. Such provisions shall be placed on a Rider to this Agreement and shall be deemed a part hereof. Such rider must be approved by the Union before taking effect.

B. It is agreed that the obligations of the Employees and the Producer are subject to delays due to strikes, accidents, acts of God, fire or other causes beyond the control of the Employees.

C. It is agreed that neither the Designer nor the Producer is responsible for damages resulting through failure or inability of contractors, builders or painters to carry out the execution of the designs and plans prepared by the Designer. It is further agreed that the specifications prepared by the Designer relate to the appearance of the scenery, costumes, the visual aspects of lighting and the aural aspects of sound, and in no way assume responsibility for the structural integrity of the building, rigging, construction, fabrication, and material or equipment, unless specified by Designer. It is further understood that the Designer is prepared to alter or permit the alteration of any specification, which may be found incompatible with proper safety precautions.

D. It is agreed that the title to all drawings, designs and specifications prepared by the Designer under this Agreement shall, at all times, belong to and be the property of the Designer, who, however, may only use the same for exhibition or use other than sale for use in another production. This provision does not confer any right of the Producer to share in the proceeds of any sale of same to a gallery.

E. The Designer agrees not to demand and/or accept any commissions, compensation, gift, remuneration or payment of any kind whatsoever from persons, firms or corporations employed or engaged in carrying out any work in connection with the said production, except if payable as herein before provided, and such demand or acceptance shall constitute just cause grounds for immediate discharge.

F. During the term of this Agreement, neither party nor its members shall engage in any type of strike, picketing, slowdown or lockout against the other party or its members, unless for failure to promptly abide by the decision of an arbitrator. This provision shall not restrict the right of Employees to respect a sanctioned picket line.

G. It is agreed that the original Designer shall have the right of first refusal for any subsequent repeat of the original production by the Producer. The Designer shall be given two weeks to decide.

In the event the original Designer declines to perform the work, the Producer shall select a substitute Designer subject to the approval of the original Designer which shall not be unreasonably withheld. The fee of the original Designer shall be reduced by one-half (1/2) and paid to the original Designer as waiver of any further rights of the original Designer regarding this single production.

H. In the event a Producer has failed to abide by an arbitration award or other indebtedness requiring the payment of any monies due under this Agreement, the Union may, at its option, require said Producer to post a cash bond with the Union for said Producer's next production in the amount of One Hundred (100%) percent of the fee due all of the Employees covered by this Agreement for said next production, plus Pension and Welfare and other liabilities of the Producer. Such bonds may be used by the Union to assure the contractually required payment of the salaries and fees arising from said next production.

**XIV. NO DISCRIMINATION**

The Employer shall not discriminate with regard to hiring or other conditions of employment because of race, age, sex, sexual preference, creed, color, political belief, religion, national origin, union activities, medical condition or physical handicap.

**XV. WAIVER AND SEPARABILITY**

A. It is agreed between the Producer and the Union that either shall have the right, upon a showing by the other of emergency or special need satisfactory to the party to whom the showing is being made, to grant a written waiver of compromise of any of the terms and conditions of this collective bargaining Agreement for such special situation or emergency. It is further agreed that the waiver of any provision of this Agreement by either party shall not constitute a precedent for any further waiver of such provisions.

B. The terms and condition of this contract are joint and several, and if a clause herein shall hereafter be declared illegal by a court of body or competent jurisdiction, the rest of the contract shall not thereby fail or be rendered null and void and inapplicable, but shall continue in full force and effect, and only the illegal clause shall thereby be rendered null and void and severed from this contract.

**XVI. RELATED EMPLOYERS**

This Agreement shall, with respect to the work now or hereafter covered hereunder, be binding on the Employer and any Principal of the Employer and shall so continue, jointly or severally, to be binding, notwithstanding any modification, reorganization, merger, liquidation, insolvency proceeding or bulk sales of the Employer or the withdrawal by any Principal to continue business in the covered industry as Principal with a substantial interest or salary. "Principal" means any officer or director or a substantial stockholder of a corporate Employer or a partner of a partnership Employer, or a sole proprietorship.

**XVII. MODIFICATION**

It is specifically understood that this Agreement may not be modified without the joint written consent of the Union and the Employer.

**XVIII. SUCCESSORS AND ASSIGNS**

Except as otherwise provided in this Agreement, this Agreement shall be binding upon the successors and assigns of the Employer. In the event that the Employer should sell, assign, transfer, or otherwise dispose of this business, the Employer agrees to notify the Union of intention to do so at least thirty (30) days prior to the said transfer or assignment; and the Employer further agrees not to sell, assign, or transfer such business nor shall such sale, assignment, or transfer be effective unless and until the purchaser, assignee or transferee should first have accepted and assumed in writing all of the terms and provisions of the Agreement and shall have agreed to continue in full force and effect all existing rights and interests of the Employees.

**XIX. NOTICE**

Any notice provided for in this Agreement shall be given to the Union at its Western Regional Office, 5225 Wilshire Blvd. #506, Los Angeles, CA 90036 and to the Employer at its place of business at 135 N. Grand Ave., Los Angeles, CA 90012.

**XX. DURATION AND RENEWAL OF AGREEMENT**

This Agreement shall continue in full force and effect until **August 31, 2005** and shall automatically be renewed from year to year thereafter, unless notification be given in writing by either party to the other, by registered mail, at least sixty (60) days prior to the expiration of this Agreement, that changes in the Agreement are desired.

**IN WITNESS WHEREOF**, we have hereunto set our respective hands and seals, the day and year first above written.

Center Theatre Group/Ahmanson Theatre

United Scenic Artists, Local USA-829

BY: \_\_\_\_\_  
**Douglas C. Baker**  
CTG/General Manager

BY: \_\_\_\_\_  
**Charles Berliner**  
Western Region Representative

**SIDE LETTER #1**

December 2, 2003

Doug Baker  
General Manager  
CTG/AHMANSON THEATRE  
135 N. Grand Avenue  
Los Angeles, CA 90012

**RE: Merger of United Scenic Artists Welfare Fund with I.A.T.S.E. National Health and Welfare Plan**

Dear Doug:

This letter will serve as recognition of an agreement between the Union and CTG/ AHMANSON THEATRE as to the following:

**The Employer hereby agrees that during the term of this agreement, should the United Scenic Artists Welfare fund be merged with the I.A.T.S.E. National Health and Welfare Plan, the Employer shall recognize the I.A.T.S.E. National Health and Welfare plan as the successor to the United Scenic Artists Welfare Fund and make the Welfare portion of the pension and welfare contribution provided for herein to the I.A.T.S.E. National Health and Welfare Plan. The provision being contingent upon adequate notice to the Employer by the Union of the effective date of the merger, the execution of certain plan documents and the acceptance of the provisions of the Declaration of Trust of the I.A.T.S.E. National Health and Welfare Plan by the Employer, which acceptance shall not be unreasonably withheld.**

Thank you for your agreement to this probable merger.

Sincerely,

Charles Berliner  
Western Regional Representative  
UNITED SCENIC ARTISTS LOCAL 829

**NOTE: A one year extension of the current Agreement was agreed to by both parties. Following are the minimum rates:**

**CTG/ AHMANSON MINIMUM RATE EXTENSION 05-06**  
**(9/01/05 – 8/31/06)**

**SCENIC AND COSTUME DESIGN MINIMUM**      **\$ 8763.**

**LIGHTING DESIGN MINIMUM**      **\$ 7763**

**SOUND DESIGN MINIMUM**      **\$ 7388.**

**AWC**      **\$ 322.**

**ASSISTANT DESIGNER (ALL CATEGORY)**

**5 DAY**      **6 DAY**      **7 DAY**

**\$ 932**      **+ \$ 186.**      **+ \$ 393.**

**DAILY RATE**      **\$ 426.**

***The parties are currently (8/31/06 – 10/31/06) continuing discussion of the terms, conditions and rates of a future Agreement.***

