

PAPER MILL PLAYHOUSE – UNITED SCENIC ARTISTS AGREEMENT.

AGREEMENT between the Paper Mill Playhouse, Inc. (“PMP”) with administrative offices in Milburn, New Jersey – and – United Scenic Artists, Local USA 829 of the I.A.T.S.E. (“USA”) The following shall constitute an agreement between Local 829 and the Paper Mill Playhouse.

The new term of the Agreement shall be for three (3) years. The first day of the new term of the Agreement shall be July 1, 2007, and the last day of the term shall be June 30, 2010.

The following conditions shall apply for the term of this Agreement and may in no way be altered or waived without the express agreement of both parties, in writing.

I. SCOPE.

- A. The scope of the Agreement is limited in its application to all Scenic Designers, Costume Designers, Lighting Designers, Sound Designers, Charge Scenic Artists, Journey Scenic Artists, Assistant Scenic Designers, Assistant Costume Designers, Assistant Lighting Designers, Assistant Sound Designers and Shop Persons (“Industrials”) who are employed by the Paper Mill Playhouse, Inc. At its sole discretion, PMP shall determine when the services of a Sound Designer for a particular show are required under this Agreement.
- B. The scope of the work covered under this Agreement includes the planning and design of all manner and type of theatrical scenery, properties and the sequencing and movement thereof; theatrical lighting and illuminated projections; theatrical costuming, and Sound. The scope of the work covered under this Agreement also includes all scenic art work done on all types of theatrical scenery, and properties including the texturing, painting, dyeing, sculpting, and the application of all types of decorative materials when applied by any means. However, the painting and finishing of hand held properties and upholstering may be assigned to employees represented by either Local 534, I.A.T.S.E. or Local 21, I.A.T.S.E.
- C. The Employer hereby agrees that all work covered under this Agreement shall be performed by Employees of the Paper Mill Playhouse whenever those Employees are able to perform such work. To the extent that the Employer requires a certain expertise which is not available within the bargaining unit, it may be deemed necessary to outsource work which is covered under this Agreement. The Employer hereby agrees that such outsourcing shall not be done under wages, terms or conditions inferior to the minimum set forth herein.
- D. Excluded from the scope of this Agreement are costumes and scenic property which are purchased, borrowed or rented in a package, or portion of a package, when the Employer pays a royalty, fee or other monetary consideration to the original Designer(s) of the package. After delivery of the package to the Paper Mill Playhouse, any work performed on the package falling under the jurisdiction of Local 829, as set forth above, shall be performed by employees covered by this collective bargaining agreement.

- E. This article (Scope) is intended to include the practices of the Employer and the Employees which have heretofore or are presently existing or which may hereafter be mutually agreed to by the Employer and the Union. If a question arises with regard to the practices of the Employer and the Employees that are not specifically covered in this Agreement, the existing practices shall prevail until such time as the Employer and the Union meet and reach agreement on successor terms and conditions, if the issue is not resolved in bargaining it shall be submitted to arbitration in accordance with terms of this Agreement.

II. UNION SECURITY.

- A. It shall be 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 shall make application for membership in the Union within thirty-one (31) days after the commencement of their employment.
- B. 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 practices and uniformly required as a condition of membership, the Employer shall terminate this employment within seven (7) 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.
- C. 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.

III. WAGES.

All employees shall receive the following increases: July 1, 2007 – 4 ½ %;
July 1, 2008 – 2%; July 1, 2009 – 4 ½ %.

IV. MAINSTAGE PRODUCTIONS.

- A. For Dramatic and Musical shows a Scenic Designer, who shall be permitted to light and paint his/her own show shall be engaged by the Producer.
- B. If a Dramatic show has two sets, a Scenic Artist shall be engaged to assist the Scenic Designer with the painting if the Designer requests such assistance.
- C. For Musical shows a Scenic Artist shall be hired to assist the Designer to paint the show. If additional assistance is required, the Designer shall so request and the Producer shall engage additional Scenic Artist(s).

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- D. The Scenic Designer, the Costume Designer, the Lighting Designer, and the Sound Designer, if hired for a Dramatic or Musical show – shall respectively receive a fee of no less than:

RATES FOR MAINSTAGE PRODUCTIONS

	<u>July 1, 2007</u>	<u>July 1, 2008</u>	<u>July 1, 2009</u>
<u>Scenic and Costume Design</u>			
Dramatic	\$4,808.07	\$4,904.23	\$5,124.92
Musical	\$5,144.74	\$5,247.64	\$5,483.78
<u>Lighting and Sound Design</u>			
Dramatic	\$3,610.09	\$3,682.29	\$3,847.99
Musical	\$3,866.05	\$3,943.37	\$4,120.82

- E. If a Designer is hired in multiple categories – such as Scenic and Lighting or Scenic and Costumes – he/she shall receive each applicable fee.
- F. Where applicable under this Agreement, a Designer shall be paid a ‘day rate’, of not less than \$250.00 per day.

V. **OTHER VENUES.**

- A. Scenic, Costume, Lighting and/or Sound Designers may be hired for productions in other venues of less than 800 seats at the following rates:

RATES FOR VENUES OF LESS THAN 800 SEATS

	<u>July 1, 2007</u>	<u>July 1, 2008</u>	<u>July 1, 2009</u>
<u>Scenic and Costume Design</u>			
Dramatic	\$1,885.18	\$1,922.88	\$2,009.41
Musical	\$2,020.08	\$2,060.48	\$2,153.20
<u>Lighting and Sound Design</u>			
Dramatic	\$1,481.62	\$1,511.25	\$1,579.26
Musical	\$1,616.52	\$1,648.85	\$1,723.05

- B. The Scenic Designer, if hired, shall be permitted paint his/her own show.
- C. If a Scenic Designer is engaged to light the show for which he/she has also been engaged to design the set, he/she shall receive both applicable fees.
- D. Where applicable under this Agreement, a Designer shall be paid a ‘day rate’, of not less than:

July 1, 2007
\$261.25

July 1, 2008
\$266.48

July 1, 2009
\$278.47

VI. REUSE/TRANSFERS.

A. Property Rights.

Except as may be otherwise set forth in this Agreement, all rights in and to the designs created by a Designer who is engaged by PMP under this Agreement, shall be and shall remain the exclusive property of the Designer. Except as may be otherwise set forth herein, scenery, properties, costumes, lighting or sound created from the designs and/or the work product of a Designer engaged hereunder are exclusively for use in live, stage productions only, in and upon theatres and stages under the management and control of PMP. Except as may be otherwise set forth herein, PMP, its partners or its licensee(s) shall not use the scenery, properties, costumes, lighting or sound created from the designs and/or the work product of a Designer engaged hereunder in any live stage production, motion picture, television program or other film, tape, digital or other method of recording without the written agreement of the Designer.

Where any part of the scenery, costumes, lighting and/or sound, or the design materials for same, are broadcast or recorded during rehearsal or performance by any means, for use as a television advertisement, internet broadcast spot, commercial, educational or promotional program, and where the recorded segment is not more than five (5) minutes of air time, no additional compensation shall be due to the Designer.

For the archival purposes of PMP or other, official theatrical archive, PMP shall have the right to make a film, videotape, or make other visual record of rehearsals or performances. Such a record shall clearly carry the notification, "for archival use only" in its content.

PMP shall give a Designer and the Union advance notification, in writing, of its intention to revive, extend, move, or tour a production, or PMP's intention to transfer a production to another producer. In said notification, PMP shall make known the production schedule and dates of performance.

After the official opening of a production and except for reasons of health and/or safety, no alterations or substitutions shall be made to a Designer's designs (ie. the scenery, properties, costumes, lighting, sound or visual effects) without the consent of the Designer.

All original drawings, renderings, sketches, models, specifications and other work product of a Designer shall remain the property of the Designer and shall be returned to the Designer no later than thirty (30) days following the final public performance of the initial run of the production. PMP shall have the right to retain copies of all such work product for institutional purposes. Design materials retained by PMP may be used by PMP for promotional and public relations purposes. When so used, the work of the Designer (including production photographs) of shall be credited.

B. Co-Productions.

Pursuant to Article I, Paragraph (A) of this Agreement and with respect to joint employers, when PMP enters into a written agreement with one or more producers (joint employers) for the design of a new production and engages a Designer to design one or more elements of the production (scenery, costumes, lighting or sound), such a production shall be considered a *co-production* under this Agreement. For each element of the *co-production* designed, the Designer shall be compensated at not less than an additional 50% of the Designer's original fee for each co-producing partner.

With respect to *co-productions*, this provision comprehends that the Designer has accepted the design engagement with the foreknowledge that the production in question is a *co-production* and with the foreknowledge of the identity of the co-producers. Moreover, under this provision, prior to beginning work on a *co-production*, the designer shall have executed an *individual employment contract (cover sheet)*, which sets forth the *co-production* arrangement.

Where PMP engages in a *co-production* with more than one additional producer, after the second venue, a Designer shall not perform any additional work or be in residence at the presentation venue except when the Designer is additionally compensated at not less than the *daily rate* for each day in residence.

C. Transfers.

In the event that PMP transfers an original PMP production to a third party, PMP shall enter into a written agreement with such third party, wherein PMP shall notify the third party that the property (scenery, costumes, lighting and/or sound) that accompanies the transferred production was produced for PMP from designs created by a Designer(s) who were employed under a United Scenic Artists agreement.

D. Buyout.

In the event that a third party chooses to present the PMP production of a show and does not choose to engage a Designer of the PMP production, the Designer shall receive a "buyout" payment in an amount equal to 75% of the then current minimum fee of this Agreement, or 50% of the Designer's original fee at PMP, whichever is greater. Such additional compensation shall be in full and complete satisfaction of the Designer's interest, rights or claim of rights in the subsequent presentation. Such additional compensation shall be paid when all of the following conditions obtain:

1. No part of the property (scenery, properties, costumes, lighting and/or sound) created for PMP from the Designer's designs is used in the subsequent presentation.
2. No new property is created from the Designer's designs from the PMP production for use in the subsequent presentation.
3. None of the Designer's designs, concepts or work product from the PMP production are used in or by the subsequent presenter or presentation.

E. Sales, Rentals and Revivals and Loans.

For the sale of all or part of the scenery, costumes, lighting or sound of a new production or all or part of PMP’s interest in the scenery, costumes, lighting or sound of a new production within the production’s first two, PMP seasons, a designer shall be compensated at not less than 50% of the Designer’s original PMP fee or 50% of the then current minimum fee of this Agreement, whichever is greater, for each purchasing entity. After the second PMP season, a Designer shall be compensated at not less than 10% of the sale price but not more than 50% of the Designer’s original PMP fee.

For the first rental of all or part of a new production in the production’s first and second PMP season, a designer shall be compensated at not less than 50% of the Designer’s original PMP fee or 50% of the then current minimum fee of this Agreement, whichever is greater. After the second PMP season, the Designer shall receive not less than 10% of PMP’s rental fee.

Notwithstanding paragraphs one and two, above, a Designer shall not be entitled to additional compensation when costumes or scenic property originally designed for PMP is rented out by PMP, provided that such a rental is of generic items only. When such a rental is of a recognizable package or portion of a package of costumes for a specific show or a large, recognizable item of scenic property for a specific show, the Designer shall be compensated as set forth in paragraph two, above.

If PMP revives a production in the same or subsequent season, the Designer shall be paid Additional Weekly Compensation as follows:

	<u>July 1, 2007</u>	<u>July 1, 2008</u>	<u>July 1, 2009</u>
Dramatic	\$269.81	\$275.20	\$287.59
Musical	\$283.64	\$289.32	\$302.34

PMP shall incur no additional financial obligation with respect to a Designer when existing scenery, properties, costumes, lighting or sound created from the designs and/or the work product of a Designer engaged hereunder are used for:

- Special events (such as benefits, galas, fundraisers) produced by PMP for PMP, or any event intended to promote PMP.
- PMP’s educational programs.
- Loans to not-for-profit entities for special events (such as benefits, galas, fundraisers).
- Loans to other companies for live theatre productions for which no admission will be charged, and in which PMP has no financial interest and receives neither consideration nor consideration ‘in kind’.
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VII. SET NOT BUILT/RENTALS.

- A. In the event that a Paper Mill Playhouse does not build a set for a production that it produces; and therefore, a Designer is not required, this clause will serve to waive the obligation of the Producer to hire a Scenic Designer for that production, subject to Article I (D), herein.
- B. If the set of costumes is rented by Paper Mill Playhouse for a production it produces, the hiring of a Costume Designer is waived for that Production, subject to Article I(D), herein.
- C. However, nothing in the paragraph shall be interpreted as freeing the Producer from any obligation that may be due to the Designer of the sets and/or costumes that the Paper Mill Playhouse may borrow, rent or purchase, subject to Article I(D), herein.

VIII. ASSISTANT DESIGNERS.

- A. Assistant Designers in all categories of design shall be engaged by PMP at the request of the respective, category Designer of a production subject to the approval of PMP, which said approval shall not be unreasonably withheld. The work of an Assistant Designer in any category of design shall be to aid and assist the Designer in that Designer's work for PMP. Any Assistant Designer employed by PMP in the categories of design covered by this Agreement shall be employed under the applicable terms and conditions of this Agreement.
- B. An Assistant Designer's *Individual Employment Contract* shall set forth the total number of weeks and days for which the individual Assistant is hired to work, and the individual's total guaranteed compensation based on the weeks and days set forth in the *Individual Employment Contract*. Additional work performed beyond that which is set forth in the *Individual Employment Contract* and which has been authorized by PMP shall be filed with the Union as a memorandum to the original Agreement along with the remittance of additional pension and welfare benefits, and administrative dues owing on compensation for the additional work performed.
- C. All Assistant Designers employed under this Agreement shall be employed as employees with all applicable payroll and withholding taxes paid by PMP, and each Assistant Designer employed hereunder shall receive a timely submission of applicable federal, state and local W-2 forms for each year in which employed.

D. The minimum, weekly rate for Assistant shall be:

2007	2008	2009
\$927.44	\$945.99	988.56

E. Any Assistant Designer who is required to work on New Years Day, Independence Day (July 4th), Labor Day, Christmas Day or Thanksgiving Day shall be compensated for such a worked holiday at the rate one and one-half (1½) times one fifth (1/5) of the weekly rate.

IX. SCENIC ARTISTS. With respect to the employment of scenic artists:

A. The straight-time, per hour rates for Charge Scenic Artists and Journey Scenic Artists shall be:

Charge Scenic	\$45.49	\$46.40	\$48.49
Journey Scenic	\$41.25	\$42.07	\$43.96

B. The workweek shall begin at 12:01 a.m. on Monday and end at midnight of the following Sunday.

C. A *regular workday* shall consist of eight (8) worked hours plus a deductible meal period of not less than thirty (30) minutes and not more than sixty (60) minutes.

D. There shall be no work period in excess of five (5) hours without a meal break, except where the total length of the work day does not exceed 6 hours.

E. Whenever Scenic Artists are employed, there shall be one Scenic Artist designated as a Charge Scenic Artist and paid at the Charge Scenic Artist rate. In the event that the regular Charge Scenic Artist is absent from a paint call, another Scenic Artist shall be employed at the Charge Scenic Artist rate. Whenever scenic art work is being simultaneously performed in more than one location (such as the scenic shop and the theatre), each additional location shall be staffed by a Lead Scenic Artist, who shall be paid at a rate that is midway between the Journey rate and the charge rate.

F. Scenic Artists who work the call before and the call after the holiday shall receive 8 hours pay at their regular straight time rate for New Years Day, Independence Day (July 4th), Labor Day, Thanksgiving Day and Christmas Day. Scenic Artists who are required to perform work on New Years Day, Independence Day (July 4th), Labor Day, Christmas Day or Thanksgiving Day shall be compensated for such work at the negotiated premium pay rates.

G. Overtime and premium pay shall be paid as follows:

1. 1½X shall be paid for:

a. The 9th, 10th, 11th and 12th hours worked on a *regular workday*.

b. The first, eight (8) hours worked on the employee's 6th day worked in the week.

c. The first, eight (8) hours worked on a designated holiday. The designated holidays shall be New Years Day, Independence Day (July 4th), Labor Day, Thanksgiving Day and Christmas Day.

d. A night call beginning at 10:00 P.M. or later shall be paid at an hourly rate of time and one-half for the first six (6) hours and double-time thereafter. The Artists shall remain at double-time until there is a break of at least ten (10) hours.

2. 2X shall be paid for:
 - a. All hours worked in excess of 12 hours on any day.
 - b. All hours worked on the employee's 7th day worked in the week.
 - c. All hours worked in excess of eight (8) hours on the employee's 6th day worked in the week or in excess of 8 hours on any of the holidays designated above.
 - d. All hours worked after 5:00 p.m. on New Years Eve, Christmas Eve and the day before Thanksgiving.
 - e. With respect to the employment of Scenic Artists, there shall be a minimum of ten (10) hours between the end of one workday and the beginning of the next workday. A penalty rate shall be paid to each Employee who does not receive such a ten (10) hour turnaround. The penalty rate shall be the rate that prevailed at the end of the preceding workday (but not less than one and one-half (1½) times the *hourly rate*) for each hour or portion of an hour that the ten-hour (10) turnaround is shortened.

H.. Non-painting Scenic Artist Work Call

A 4 hour call is allowed when the Charge Artist is participating at production or planning meetings, and at technical and dress rehearsals in order to receive paint notes directly from the designer. PMP will pay actual time worked, including any required premium pay, for all hours beyond four, including travel time should the meeting be held off the PMP premises.

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X. PER DIEM EMPLOYEES - NOTICE OF LAYOFF.

If the Employer does not want an employee to work on a given day, the Employer must so notify the Employee no later than noon on the day before. If the Employer fails to notify the Employee, the Employee shall be entitled to be paid for the next day whether or not called to work the next day. On a Friday, Monday constitutes the next workday.

XI. TRAVEL.

The Employer shall reimburse Assistant Designers and Scenic Artists for actual out-of-pocket transportation expenses and/or mileage at the prevailing Paper Mill Playhouse rate. Legitimate receipts must be submitted for reimbursement.

XII. HEALTH AND SAFETY.

Safety is a concern to the Employer and the Union. They mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote understanding and acceptance of the principles of safety. All applicable Federal, State and Local laws regarding occupational health and health and safety and safety in the work place wherever persons are employed by the Employer, under this Agreement shall be complied with.

The Employer and the Union shall confer on health and safety issues as they arise. In the event an emergency arises, all parties agree to attempt to correct any dangerous situations immediately. The Union or the Employer shall have the right to contact the other and a meeting shall be held immediately and in no event later than five (5) days to review the issue.

The Union shall have the right to contact the Employer and schedule a mutually convenient visit to the Employer's facility by the Union's Health and Safety Officer for the purpose of conducting a reasonable inspection and suggest corrective action if necessary.

XIII. PENSION & WELFARE.

- A. In order to provide certain pension and welfare benefits to persons employed under this Agreement, beginning on September 1, 2005, on behalf each and every person employed under this Agreement, PMP shall make a contribution to the United Scenic Artists, Local 829 Pension and Welfare Funds, in an amount equal to fifteen percent (15%) of all gross wages and fees earned by each and every person so employed. Of the aggregate amount of fifteen percent, six percent (6%) shall be contributed to the Pension Fund and nine percent (9%) shall be contributed to the Welfare Fund.
- B. By the tenth (10th) calendar day of each month following a month in which persons were employer hereunder, PMP shall remit to the United Scenic Artists, Local 829 Pension and Welfare Funds the total amount of contributions for all persons so employed during the previous month. Said remittance shall be in a single check made out to the United Scenic Artists, Local 829 Pension and Welfare Funds and sent to 29 West 38th Street, 15th Floor, New York, New York, 10018. A remittance form with the names and social security numbers of all employees for whom contribution are being made shall accompany the remittance.

XIV BETTER TERMS AND CONDITIONS - INDIVIDUAL CONTRACTS.

- A. The terms and conditions of employment as specified in this Agreement are minimum terms and conditions, and nothing specified in this Agreement shall prevent the Employer from agreeing to better terms and conditions for any Employee.
- B. The parties agree upon the utilization of *individual employment contracts* for Designers, which shall be signed by the Employer and Employee and filed with the Union. The first page of such *individual employment contracts* shall be standardized and the form thereof shall be mutually agreed upon by the parties hereto. When forwarding *individual employment contracts (cover sheets)* to a Designer for signature, PMP shall simultaneously fax a copy to the Union. Nothing in the individual employment contract shall serve to lessen the terms of the full collective bargaining agreement.

If the Employer provides to Employees terms and conditions of employment better than those set forth in the collective bargaining agreement, then such terms and conditions of employment shall be set forth in an employment contract and rider.

XV. NO STRIKE/NO LOCKOUT.

During the life of this contract there shall be no strike, slowdown, sit-down, stay-in, boycott, picketing, work stoppage or any other type of interference of any kind, coercive or otherwise, with company business by the Union, any of its officers or representatives, or any individual employee, and further the Union will do everything in its power to prevent its members, officers, representatives, and employees, either individually or collectively, from participating in any unauthorized strike, slowdown, etc. Bargaining unit employees shall have the right to refuse to cross any lawful primary picket line. It is agreed that the Employer will not hold the Union liable for any damages resulting from an unauthorized strike or work stoppage, provided the Union takes all necessary steps to terminate such action, including but not limited to, promptly directly its members to return to work. In consideration of the foregoing, the Employer agrees not to lock out or cause to be locked-out any employee covered under this Agreement.

XVI. DISPUTES..

In the event a dispute shall arise in regard to any provisions of this Agreement, it is agreed that the Producer and the Union shall attempt to settle such dispute. In the event that the dispute cannot be resolved between the Union and the Producer, the rules governing American Arbitration Association procedures shall prevail.

XVII. CHECK-OFF.

The Employer agrees to deduct from the wages of all employees covered in this Agreement, each and every week, Union dues consisting of administrative dues in the amount of two percent (2%) of gross earnings or whatever those dues may be at a particular time.

The Union shall furnish the Employer with a written authorization form to be executed by the employee at the time of his/her employment. The Employer will notify the Union promptly of any revocation of such authorization he/she has received.

The Employer shall further agree to transmit said dues to the Union each calendar month on the 10th of every month and to accompany each payment with a remittance form, furnished by the Union, containing the names of all employees covered in this Agreement who are employed in that month, the dates of their employment, the gross earnings of each employee, and the amount of dues deducted from the earning of each employee. In any month in which there are no members employed, the monthly remittance form is nevertheless required to be sent to the Union with the work "None" indicated on the form.

XVIII. SCENERY PAINTED FOR OTHER PRODUCERS OR STAGES

It is the understanding of the parties that this Agreement covers productions which are painted in the Paper Mill Playhouse Shop for use exclusively on the Paper Mill Playhouse Stage(s).

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Should the Paper Mill Playhouse Shop bid on scenic productions for other theatres or producing entities, the United Scenic Artists' Scenery Suppliers Agreement applicable rates and conditions shall prevail.

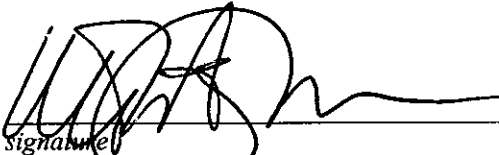
XIX. MANAGEMENT RIGHTS.

Unless expressly modified or abridged by this Agreement, the Employer retains all of its rights with regard to the control, supervision and management of the Employer's business and its operations.

AGREED AND ACCEPTED:

for PAPER MILL PLAYHOUSE, INC.

for UNITED SCENIC ARTISTS,
LOCAL USA 829, I.A.T.S.E.


signature


signature

MIMI INZAGHI
name

Michael W. McBride
National Business Agent

11/2/07
date

10/24/07
date