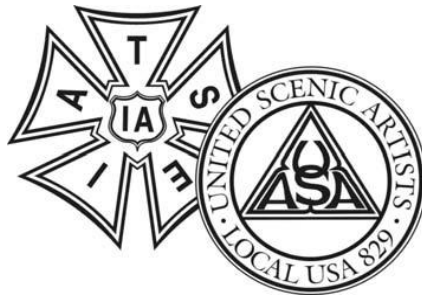


**United Scenic Artists
Local USA 829, I.A.T.S.E.**



And
Court Theatre

United Scenic Artists, Local 829/Court Theatre Agreement

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PREAMBLE

This Agreement made and entered into effective this _1st_day of October , 2022 , by and between the UNITED SCENIC ARTISTS, LOCAL USA829, 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 (hereinafter called the "Union") and COURT THEATRE (hereinafter called the "Theatre" or "Manager") its successors and assigns.

The purpose of the Theatre and the Union in entering into this Agreement is to set forth this Agreement on rates of pay, wages, hours of employment and all other conditions of employment to be observed by and between the parties hereto, to provide a means for the reconciliation of differences which may arise between the parties, and to achieve orderly and efficient operation.

This Agreement represents complete collective bargaining and full agreement by the parties with respect to rates of pay, wages, hours of employment, and other conditions of employment.

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. SCOPE:

This Agreement applies to Scenic Designers, Lighting Designers, Costume Designers, Sound Designers, Projection Designers and Scenic Artists employed by the Theatre, hereinafter collectively called employees. Scenic, Lighting, Costume, Sound and Projection Designers are also occasionally referred to collectively as “Designers” in this agreement.

- A. The fees for Projection Design shall be as negotiated between the Projection Designer and the Theatre. AWC, Daily Rates and all other terms and conditions shall be the same as for other Designers.
- B. Projection Designers shall be covered under this Agreement when the Projection Designer is billed on the title page and/or when the Projection Design is a substantial and integral part of the production.
- C. A Designer named in a Scenic, Lighting or Sound Design Cover Sheet who is also billed as Projection Designer on the title page shall not be entitled to any additional compensation as a result of this article.
- D. When a Projection Designer is billed, the order shall be Set, Costume, Lighting, Sound and Projection Designer.

2. UNION WARRANTY:

The Union warrants that it represents and will continue to represent during the term of this Agreement for collective bargaining purposes a majority of the employees in the bargaining unit described in Paragraph One (1) above employed by the Theatre.

3. RECOGNITION:

The Theatre recognizes the Union as the exclusive collective bargaining agent for the employees in the bargaining unit.

4. EMPLOYEES:

The Theatre will employ at least one (1) Scenic Designer, one (1) Scenic Artist, one (1) Costume Designer, one (1) Lighting Designer and one (1) Sound Designer for each production.

5. UNION SHOP:

All new employees shall be required to make application for membership in the Union after thirty (30) days of employment or thirty (30) days after the effective date of this Agreement, whichever is later. Good standing shall mean the tender of initiation fees and dues uniformly required as a condition of acquiring and retaining membership. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement at the time it becomes

effective, and who are not members of the Union at that time, shall be required to make application for membership in the Union thirty (30) days after the effective date of this Agreement. For the purpose of this paragraph, a single design assignment shall be defined as the equivalent of thirty (30) days of employment.

6. NON-DISCRIMINATION / DIVERSITY, EQUITY, AND INCLUSION:

Acknowledging the critical importance of diversity, equity and inclusion in the entertainment industry, the Employer and the Union mutually reaffirm their commitment to make good faith efforts to increase employment opportunities for individuals from “underrepresented populations” in order to foster a more inclusive, equitable and diverse workforce in the motion picture industry. Historically, “underrepresented populations” have traditionally been defined as women, racial and ethnic minorities, LGBTQIA, persons with a disability and other protected categories; however, underrepresented classifications may vary per craft.

In furtherance of this commitment, the Producers, in partnership with the Union seek to create one or more diversity, equity and inclusion initiatives that are designed to enhance employment opportunities, as well as equip participants with the requisite knowledge, skills and credentials to work successfully in the classifications covered by this Agreement.

The Employer and the Union agree that under this Agreement, all parties shall strive to create an environment free of discrimination with respect to wages, terms, conditions, privileges of, or opportunities for employment because of race, color, religion, creed, sex (including pregnancy), gender, gender identity, gender expression, veteran status, medical condition (including genetic characteristics), sexual orientation, age, national origin, disability as defined in the Americans with Disabilities Act, linguistic characteristics (such as accent or limited English proficiency where not substantially job related), marital status political persuasion, citizenship status, any other categories protected by State and local laws and Union membership.

The Employer shall not discriminate against any Employee because of race, color, religion, creed, sex (including pregnancy), gender, gender identity, gender expression, veteran status, medical condition (including genetic characteristics), sexual orientation, age, national origin, disability as defined in the Americans with Disabilities Act, linguistic characteristics (such as accent or limited English proficiency where not substantially job related), marital status, political persuasion, citizenship status, any other categories protected by State and local laws and Union membership.

The Union shall not discriminate against any member or applicant for membership because of race, color, religion, creed, sex (including pregnancy), gender, gender identity, gender expression, veteran status, medical condition (including genetic characteristics), sexual orientation, age, national origin, disability as defined in the Americans with Disabilities Act, linguistic characteristics (such as accent or limited English proficiency where not substantially job related), marital status, political persuasion, citizenship status, any other categories protected by State and local laws and Union membership.

Employees of Court theatre are also employees of the University of Chicago, and as such required to adhere to the university's non discrimination and anti-harassment policies, complete all required training, and at all times conduct themselves in a manner consistent with Court Theatre's code of conduct.

7. JURISDICTION:

The term employee as covered by this contract shall mean all persons employed by the Theatre to perform work, labor, or render services with respect to dramatic productions, musical shows, revues, operas, operettas, ballets, concerts, spectacles rock groups, light shows, motion picture settings and television settings in the theatre, or in any other type of theatrical production, in the jurisdiction hereinafter described: Model making, sketching of designs, whether made by pencil, ink, paints or any coloring materials; drafting of working drawings, color schemes, color sketches and renderings; design and approval of properties, draperies and furniture; the designing of special scenic effects including projections; the making of costume plots, costume sketches, designs, coordination and selection of costumes pulled from stock, approval of all costume accessories, wigs and beards; the making of light plots, color plots, and control plots for lighting and for special effect lighting; the coordination of the hanging and focusing of the lighting equipment and setting up of lighting cues; the making of sound plots, design of pre-recorded music and sound effects, enhancement of "live" voices, musical instruments, sound delivery systems and control, and the setting up of sound cues; the drawing out of profile cut outs and other art work; the mixing, priming, removing or applying of any medium on scenery, props, costumes, stage floors, ground cloths, murals, motion picture or television settings, including the painting and application of all decorative materials and all scenic art work whether done by brush, texture paint, rollers, spray, papering, sculpting, or otherwise, the painting and lettering of all signs used in theatrical production; instruction over the setting up and placement of all scaffolding, bridges, and stages used in painting scenery and instruction over the tacking down of drops.

The title "Court Theatre" shall refer to Main Stage activities. The Theatre may produce a main stage activity at an alternate performance space within a perimeter of thirty-five (35) miles from the Chicago city limits with the consent of the Union. If the seating capacity of the alternate theatre is larger than the original theater, the Theatre shall make application for minimum wage scales based upon seating capacity and performance schedule. Such minimum wage scales shall be determined by the Union. Approval of this application shall not be unreasonably withheld by the Union.

8. REFERRAL SERVICE:

(a) The Theatre, when in need of new additional or replacement employees may hire such employees under classifications covered in this Agreement by calling or writing the Union office, stating such details as to number of employees needed, classification, duration of job, etc.

(b) The Union shall establish and maintain appropriate registration facilities for qualified applicants from the ranks of unemployed members and others who may register for work.

(c) The Union will, to the best of its ability, furnish resumes of experienced and competent personnel from the registered applicants on hand, from the ranks of the unemployed, and other on an impartial basis, provided they meet the classification desired by the Theatre.

9. APPLICANTS:

The Theatre agrees to advise applicants upon hiring and in any event within seven (7) days after the commencement of work as to the Union Shop requirements of this Agreement and to notify the Union of the name and social security number of all newly hired employees.

10. SUB-CONTRACTING:

The Theatre agrees that it will not transfer or sub-contract any work or functions covered by this Agreement and presently being performed by employees in the bargaining unit, or to which employees are entitled, to persons, firms or subcontractors outside the bargaining unit.

11. OUT-OF-TOWN EXPENSES:

(a) Definition. The following shall apply to all employees covered by this Agreement whose homes are more than seventy-five (75) statute miles from Chicago.

(b) Transportation. In the event the Theatre requires the Designer to travel more than seventy-five (75) miles from his/her place of residence, the Theatre shall provide the Designer with round trip transportation on a first-class carrier (i.e., economy coach rail fare for day travel or first class sleeping accommodations for night rail travel) or automobile expense reimbursement at the then current Internal Revenue Service rate, the mode of transportation to be at the discretion of the designer.

(c) Per Diem. The Theatre will be responsible for reasonable lodging expenses and in-town transportation expenses. In-town transportation expenses shall be paid upon presentation of receipts.

The Theatre will provide standard single hotel/motel accommodation, or comparable university accommodations at no cost to the employee, plus \$40.00 per diem for each day the Employee is in residence, or in the event the employee elects to stay elsewhere the theatre shall pay a straight per diem of \$55.00 of which, under the Internal Revenue Service regulations, shall be reportable as taxable earnings.

12. LOCAL TRANSPORTATION:

No employee shall be required to use his/her own automobile for Theatre business. If an employee uses his/her own automobile for Theatre business, reimbursement shall be made at the then current Internal Revenue Service rate. Travel by any means other than automobile shall be approved in advance by the Manager.

13. GENERAL PROVISIONS:

(a) The Theatre shall provide each employee covered by this Agreement with supplies and equipment adequate to perform his/her duties and responsibilities.

(b) The Theatre agrees to provide adequate clean, well ventilated, safe and sanitary office or workshop space, in full compliance with applicable law, for each employee covered by this Agreement as necessary for the performance of his/her duties.

(c) The Theatre shall provide reasonable safeguards for the employees at all times and shall furnish proof of coverage under Employers' Liability and Workmens' Compensation. It is within the rights of the Union to request that adequate safety precautions be provided and taken.

(d) The Theatre shall provide sufficient space in the Theatre or Shop for the posting of Union material.

(e) Upon notification to management, the Business Representative of the Union or his/her delegated representative shall be admitted into the Theatre or Shop for the purpose of inspecting working conditions coming within the jurisdiction of the Union or to discuss a member's grievance.

(f) All devices, mechanical or otherwise, by which paint, papering, or spraying of solution is applied to scenery or removed therefrom, shall be under the jurisdiction of the Union.

(g) No member of the United Scenic Artists shall be required to work on scenery for theatrical productions unless supplied with a sketch or model accurately scaled and adequately colored and made by a member of the United Scenic Artists, with the possible exception of a newly hired bargaining unit employee who has yet to become a member in accordance with a thirty (30) day Union shop clause.

(h) The Theatre agrees not to discharge any employee hereunder, except for serious infractions including, but not limited to: insubordination, fighting, theft, physical violence or working under the influence of alcohol, illegal drugs or intoxicants, habitual negligence in the failure to perform duties and/or obligations (eg: meeting design deadlines, attending production meetings, attending technical rehearsals). The Theatre agrees to provide the Employee and the Union Business Representative with a copy of the appropriate University disciplinary report form as any problem should occur.

(i) One copy of any statement of policy or procedure affecting the employees covered by this agreement will be mailed to the Union's Chicago office.

(j) The Manager shall, at all times, inform the Designer(s) of the budget limitations placed upon their work.

(k) The execution of the designs shall commence only at the due instruction of the Manager. Such instruction shall constitute approval by the Manager of the designs.

(l) In the event any provision of this Agreement shall become invalid because of the enactment or operation of any applicable law, judicial ruling, administrative order or ruling, the

remaining provisions of this Agreement shall not be affected, but shall remain in full force and effect. Then, upon request by either the Theatre or the Union, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a revised provision.

(m) The obligations of the Employees are subject to delays due to strikes, accidents, acts of God, fire or other causes beyond the control of employees covered by this Agreement.

(n) Nothing in this Agreement shall prevent any employee from obtaining from the Theatre better terms of employment than those herein provided.

(o) For the convenience of the Employer, a Designer employed under this Agreement is required to provide, at his or her own expense, an office sufficient to perform administrative duties and to produce the drawings, sketches, models and other design work-product necessary to fulfill his/her obligations under this agreement.

(p)Right of First Refusal. The Designer(s) shall be extended the opportunity to adapt, re-design, or design in his/her original capacity. Failure to exercise this obligation shall result in a payment, to the Designer(s), of a penalty no less than the amount of the original fee or the fee applicable to the new production, not to exceed the amount of the original fee.

14. DESCRIPTION OF DUTIES:

(a) The Scenic Designer(s) shall design the setting(s) for the production(s) within the parameters of the budget as approved by the Manager and render the following services therewith:

1. To complete a working model(s) of the setting(s) to scale or to complete sketches or sketch models of the settings as necessary, to be submitted for approval to the Manager.
2. To design or approve properties required for the production, including draperies and furniture.
3. To supply working drawings and specifications for the construction carpenter, and to advise on the building and painting of sets.
4. To conduct the scenic rehearsals and to attend all technical and dress rehearsals, and all regularly scheduled preview performances unless released through mutual agreement between the designer and the Manager. Release from these rehearsals and previews shall not be unreasonably withheld by the Manager.

(b) The Costume Designer(s) shall design the costumes for the production(s) within the parameters of the budget as approved by the Manager and render the following services in connection therewith:

1. To complete sketches of costumes necessary to the costume shop for the execution thereof, to be submitted for approval to the Manager.

2. To supply the costume shop with color schemes and complete color sketches, or, if outline sketches supplied, same to be accompanied by complete samples of materials to be used on each costume, and all ornament and detail drawings.
3. To design or select or approve all costume accessories.
4. To find, select and advise on the alteration of all modern clothes.
5. To approve hairstyling and selection of all wigs, hairpieces, mustaches, beards, and of special makeup.
6. To conduct the costume rehearsals and to attend all dress rehearsals, and all regularly scheduled preview performances unless released through mutual agreement between the designer and the Manager. Release from these rehearsals and previews shall not be unreasonably withheld by the Manager.

Appropriate personnel shall be engaged for the construction and/or alteration of any costumes. The Costume Designer shall advise on the construction and/or alteration.

(c) The Lighting Designer(s) shall design the lighting for the production(s) within the parameters of the budget as approved by the Manager and render the following services in connection therewith:

1. To provide a full equipment list and light plot drawn to scale showing type and position of all instruments necessary to accomplish the lighting design, to be submitted for approval to the Manager.
2. To provide a control plot showing allocation of instruments for lighting control.
3. To advise on and plot special effects.
4. To advise on hanging and focusing of the lighting equipment and the setting up of all lighting cues.
5. To conduct the lighting rehearsals and to attend all technical and dress rehearsals, and all regularly scheduled preview performances unless released through mutual agreement between the designer and the Manager. Release from these rehearsals and previews shall not be unreasonably withheld by the Manager.

(d) The Sound Designer(s) shall design the sound for the production(s) to be approved by the Production Director, and render the following services in connection therewith:

1. To provide all designs for pre-recorded music and or sound effects and enhancement of "live" voices, musical instruments and sound elements, exclusive of all original music composition, which shall require a separate rider.
2. To provide technical drawings and specifications as required for the production.
3. To design a sound delivery system that will properly execute the needs of the production.

4. To attend the technical rehearsals and coordinate the sound rehearsals therefor.
5. To conduct the sound rehearsals and to attend all technical and dress rehearsals, and, at the discretion of the designer, attend five (5) regularly scheduled preview performances.
6. To supply specifications including equipment list and to solicit up to three competitive bids from suppliers mutually satisfactory to the Employer and Sound Designer if requested to do so by and for the Employer.
7. To coordinate the installation of the sound delivery system and the setting of the sound cues.
8. To render the above services in any future productions, produced, sold or leased by the Employer subject to the then current United Scenic Artists rates and conditions applicable to each case and subject to the Designer's availability.

(e) The Projection Designer(s) shall design the projections for the production(s) within the parameters of the budget as approved by the Employer and render the following services in connection therewith:

1. Provide a full projection equipment list and projection plot drawn to scale showing type and position of all instruments necessary to accomplish the design;
2. To design a projection effects delivery system that will properly execute the needs of the production;
3. Oversee and plot projection effects and provide sketches, storyboards, or other materials necessary to describe the design;
4. Supply specifications for projection design within the parameters of the budget and schedule as provided by the Employer;
5. Supply an accurate inventory of non-original material (still images, video footage, etc.) to be used in the design, including the copyright status and holder of each. Employer shall assume the responsibility to secure all necessary rights, permissions and clearances required in connection with the use of such material in the projections, provided however, if Employer is unable to secure or afford the necessary rights to such material, upon notice, Designer shall promptly alter the designs to omit such material.
6. Oversee installation of equipment and setting up of projection cues;
7. Conduct projection rehearsals and attend all rehearsals at which projections are used;
8. Oversee the filming of any new footage or still images necessary for the design.

9. Nothing in this section shall preclude a Scenic, Lighting or Sound Designer from designing and/or overseeing their own projections.

15. DESIGNER'S PROVISIONS:

(a) The Theatre agrees that a reasonable design period of no less than four (4) weeks is necessary for the execution of plots, working drawings, sketches, and/or models.

(b) Provided the Designer shall have completed the necessary plots, working drawings, sketches, and/or models, then (1) if the production is abandoned, the Designer shall be paid his/her full fee as herein provided; (2) if the opening is postponed two weeks or more, the Designer shall be obliged to perform the remaining services hereunder only insofar as his/her other engagements permit, but shall nonetheless be entitled to receive the full fee and royalties as herein provided.

(c) The Designer shall receive billing in the program directly under the name of the author in the customary order of set, costume, lighting, sound, and projection designer. Billing shall also be given to the Designers in printed advertisements, posters and window cards where billing is given to any other creative participant in a production other than the author, actors, director and choreographer. Should the Producer give billing to more than two (2) of the four (4) categories aforementioned, billing must be given to the Designers. Where a biography, other than that of the author, appears in the program the Theatre shall include a biography of the Designer in its program. Cast albums or tapings of the production shall include the names of the Designers of the production.

(d) The title to all drawings, designs, and specifications prepared by the Designers, under this Agreement, shall at all times belong to and be the property of the Designers, who may use same for exhibition, or for any use other than in another production. If said designers make any public display of such drawings or designs, they shall bear a notation attributing them to the Theatre for which they were designed.

(e) The Designer shall be responsible for visual aspects of the production only, and it is understood that all specifications relate solely to the appearance of the scenery, costumes, or lighting and not to matters of structural soundness and/or safety. The Designer shall not be responsible for the damages resulting through failure of the ability of contractors to carry out the execution of his/her designs and plans. It is further understood that the Designer shall be prepared to alter or permit the alteration of any specifications which may be found incompatible with proper safety precautions.

(f) After the original set of designs has been delivered to and approved by the Theatre, if additional designs or additional time, other than that required to advise on the execution of the original set of designs, is required on the part of the Designer, the Theatre will pay the Designer additional compensation. Such additional compensation shall be according to the schedule as noted in Article 20: Minimum Wage Scale:

(g) The Theatre agrees not to make substitutions for or alterations in scenery, costumes, properties or lighting after the opening of a production without the consent and approval of the Designer(s). Further, the Theatre agrees that it will not use any designs for any purpose other than that for which the designs were originally intended, without first notifying the Union and negotiating such matters as credit, publicity, or compensation as the Union feels may apply.

(h) Adequate personnel shall be engaged for the proper construction, painting and installation of the setting or the proper hanging and running of the lights or the proper construction and maintenance personnel shall be engaged starting with the first technical rehearsal.

(i) The Theatre shall advance to the Designer(s) such funds as may be required to facilitate cash expenditures for needed items. All such expenditures shall be thereafter accounted for to the Theatre by the Designer(s) on a timely basis.

(j) The Theatre agrees to carry comprehensive general liability insurance applicable to any claims that might arise due to any work performed under this contract. The Designer is to be provided with the details of such insurance.

15. DESIGNER'S PROVISIONS (continued):

(k) All references to contract rates other than those explicitly granted to the Court Theatre shall be according to current Union minimums supplied by the Union and is subject to theatre seating capacity. Presentation in Broadway houses shall refer to and be at the rates set forth in the agreement between The Broadway League and the United Scenic Artists, Local 829.

Additional Weekly Compensation (AWC) shall follow stipulations set forth in the body of this collective bargaining agreement, or in the Broadway house rates sheet, as applicable, except in the case of first run Court Theatre productions, which are outlined in Section 18(e).

(l) Payment. The Theatre shall pay the agreed payment to the Designer according to the following schedule:

1. One-third (1/3) upon the signing of the Individual Designer's Contract.
2. One-third (1/3) upon the day that a full set of drawings, sketches, and/or specifications are accepted as sufficient to begin construction, in the case of scenery and costumes, and to hang instruments, in the case of lighting.
3. One-third (1/3) at the first public performance.

(m) Reimbursable Expenses:

1. Designer shall not be required to advance their personal funds for expenses of the production.
2. The Theatre shall reimburse the Designer for the following expenses incurred directly to the production: art and drafting materials, supplies for model

- building, meals while in transit at the request of the Theatre, research material, telephone, fax, postage, shipping, copying and local transportation.
3. The Designer shall provide original receipts for the above expenses no later than forty- five days after the opening of the production.

16. REVIVALS, EXTENSIONS AND TOURS:

- A. A Designer shall receive Additional Weekly Compensation according to Article 20(f) for all weeks that a production runs in excess of its originally scheduled number of performances. Such payments may be prorated for less than full weeks.
- B. If during the same season, the Theatre uses the original design in a revival or tour of the production at or by the Theatre (excluding transfers), the Designer shall receive TEN PERCENT (10%) of his/her contractual fee. For any additional performances in excess of the originally scheduled number of performances, the Designer shall receive an additional TEN PERCENT (10%) of his/her contractual fee.
- C. If in a season subsequent to the season for which the original Cover Sheet is applicable, the Theatre uses the original design in a revival or tour of the production, the Designer shall receive TWENTY-FIVE PERCENT (25%) of his/her contractual fee or TWENTY-FIVE PERCENT (25%) of the current applicable minimum fee, whichever is greater. This provision shall not apply to productions that had a first public performance prior to July 1, 2005.
- D. If the Theatre revives or extends or tours the production with the original design and if the Theatre determines that additional work is required, the Designer shall be afforded the first option to perform such additional work, and shall have TEN (10) days in which to respond to the Theatre in writing. The Theatre and the Designer shall negotiate compensation therefore at no less than the applicable minimum daily rate.

For productions that the Theatre plans to revive on a regular basis, such as Holiday season programs, the Theatre and the Designer may negotiate compensation for additional work required to remount the production each year. The fee shall be negotiated annually, but existing arrangements as of the effective date of this Agreement shall be exempt from this paragraph D.

To the extent that the Designer is unable or unwilling to perform the additional work, the Theatre, after consultation with the Designer, may engage, at its cost, another person to perform the additional work.

- E. The Theatre shall notify in advance, in writing, the Designer and the UNION of its intention to revive, extend, or tour the production, together with the dates of the production schedule.

17. TRANSFERS

A. Transfers Planned in Advance

1. If another producer transfers the production with the original design to the Theatre and the transfer is planned in advance, the Designer shall receive as compensation an amount not less than FIFTY PERCENT (50%) of his/her contractual fee at the first theatre or the Theatre's then applicable minimum fee, whichever is greater.
2. For each day in residence at the Theatre, the Designer shall be paid at not less than the applicable daily rate. All days in residence shall be agreed upon by the Designer and each Theatre in the transfer arrangement and shall be stipulated on the Designer's Cover Sheet; however, if the total, aggregate sum due to the Designer for all services performed for the transferee Theatre (i.e., the transfer fee plus the payment for days in residence at the transferee theatre) equals or exceeds ONE HUNDRED PERCENT (100%) of the transferee theatre's applicable minimum fee for a single, stand-alone production, this daily rate provision shall not apply.

After the opening of a transferred production at a transferee theatre, any additional services provided by the Designer at that theatre shall be paid at not less than the applicable daily rate.

3. With respect to transfers that are planned in advance, this Article 17 (A) comprehends that the Designer has accepted the design engagement with the foreknowledge that the production in question is a transfer planned in advance and with foreknowledge of the identity of the other transferee Theatres/producers. Prior to beginning work on a planned transfer production, the Designer shall have executed a Cover Sheet with the first theatre, the rider to which shall set forth the transfer arrangement. Each subsequent producer shall execute a separate Cover Sheet with the Designer. In the event that the production is presented at a theatre that is not expressly set forth in the Designer's Cover Sheet or rider for the originating theatre, such a presentation shall be covered under Article 17(B) below.
4. If the Theatre transfers the production with the original design to a commercial producer and the commercial producer is covered by an applicable Union contract, such applicable contract shall prevail for the commercial producer's production.
5. If the Theatre transfers the production with the original design to a commercial producer for presentation in a Broadway theatre, the designer of the production shall receive a Broadway production contract from the commercial producer for

the production at that Broadway theatre under the terms and conditions of the USA/League Agreement.

6. Paragraph (5) above, notwithstanding, if the theatre transfers the production with the original design to a commercial producer and the commercial producer is not covered by an applicable Union contract, the Designer shall receive from the commercial producer for the production at the producer's theatre SEVENTY-FIVE PERCENT (75%) of his/her contractual fee at the Theatre or SEVENTY-FIVE PERCENT (75%) of the Theatre's then applicable minimum fee, whichever is greater. Should the Designer be required to perform additional work, the producer and Designer shall negotiate in good faith additional compensation therefore.

B. Transfers Not Planned in Advance

1. When the transfer is planned in advance as per Article 16 above, it shall be governed thereby.
2. If a Theatre transfers the production with the original design to another not-for-profit producer, the Designer shall receive from the transferee FIFTY PERCENT (50%) of his/her contractual fee or FIFTY PERCENT (50%) of the transferee's then applicable minimum fee, whichever is greater.
3. If the production with the original design is transferred to a LORT Theatre, the Designer shall receive FIFTY PERCENT (50%) of the contractual fee or FIFTY PERCENT (50%) of the transferee LORT Theatre's then applicable minimum fee, whichever is greater.
4. If the Theatre transfers the production with the original design to a not-for-profit or LORT Theatre, the Designer shall be afforded the first option to perform additional work. If the Theatre determines that additional work is required, the Theatre and the Designer shall negotiate compensation therefore at no less than the applicable minimum daily rate. The Designer shall have ten (10) days in which to respond in writing to the Theatre's offer of additional work. To the extent that the Designer is unable or unwilling to perform the additional work, the Company, after consultation with the Designer, may engage, at its cost, another person to perform the additional work.
5. If the Theatre transfers the production with the original design to a commercial producer and the commercial producer is covered by an applicable UNION contract, such applicable contract shall prevail for the commercial producer's production.
6. If the Theatre transfers the production with the original design to a commercial producer for presentation in a Broadway theatre, the Designer of the production shall receive a Broadway production contract from the commercial producer for

the production at that Broadway theatre under the terms and conditions of the USA/League Agreement.

7. Paragraph 17.B.6. above notwithstanding, if the Theatre transfers the production with the original design to a commercial producer and the producer is not covered by an applicable UNION contract, the Designer shall receive from the commercial producer for the production at the producer's theatre SEVENTY-FIVE PERCENT (75%) of his/her contractual fee or SEVENTY-FIVE PERCENT (75%) of the Theatre's then applicable minimum fee, whichever is greater. Should the Designer be required to perform additional work, the producer and Designer shall negotiate in good faith additional compensation therefore.
8. The Theatre shall not transfer the designs for the scenery, the scenery as a whole, the designs for the costumes, the complete set of costumes, the design for the lighting, the design for the sound or the sound tapes, discs or other sound media or the design for the projections or the projection content, discs or other projection media to another theatre or to a producer without the consent of the original Designer.
9. The Theatre shall notify in advance, in writing, the Designer and the UNION of its intention to transfer or receive transfer of the production, together with the dates of the production schedule.

18. MEDIA PROVISIONS

- A. Except as expressly provided in this Article 18, Court Theatre, any subsequent producer or any other third party shall not broadcast, exhibit, distribute or otherwise disseminate by any means whatsoever, whether live or recorded, any visual image or sound of a rehearsal, performance or any other part of a Court Theatre production where any part of the scenery, costumes, lighting, sound and projections for the production or the designs for the same (hereinafter, collectively, "designs") can be seen or heard.
 1. Where Court Theatre makes or causes to be made a visual and/or aural record of a production, in whole or in part, edited or unedited on motion picture film, magnetic tape, videotape, compact disc, digital video disc, or other mechanical, electronic or technological method that currently exists or that may be developed in the future, and where any part of the designs may be seen or heard in such visual and/or aural record, the process of making such a record shall be referred to hereinafter as the "capture" or "Reproduction" of the production, and the visual and/or aural record itself, any part thereof or a copy thereof, whether edited or unedited, shall be hereinafter referred to as the "captured material" or "Reproduction."
 2. Captured Material may not be used to discipline Designers.

- B. Broadcast. Subject to the conditions listed herein, captured material of the production may be used as part of a feature story on the production, the Theatre, the arts, or any of the artists connected with the production on international, national, state, and local news, arts, and arts award broadcasts; broadcast reviews of the production; talk and entertainment programs; community affairs broadcasts; community service programs; media projects for people with disabilities; T.V. spots; commercials; educational programs; or programs about the production. All of the foregoing shall include, but not be limited to, programs on radio, network and cable television, and the Internet.

Subject to the conditions listed below, capture may be made of rehearsals and performances for the uses listed above. The Theatre may also capture interviews, backstage footage, other non-rehearsal/non-performance footage, and promotional and publicity events (together, "Additional Footage"), which must be voluntary. The Designer's image shall not be used for any type of broadcast or non-broadcast release without the written permission of the Designer.

1. During a rehearsal:

- a) For the purposes of this provision, starting with the first day of rehearsal through the official opening, or one week following the first paid public performance, whichever is earlier, regularly scheduled rehearsals may be captured for up to four consecutive hours per day, one day per week. Any capture or part thereof shall constitute a full four-hour block. In repertory companies, only one four-hour block may be used per week (not per production).
- b) The Theatre shall endeavor that the capture process shall not prevent the Designer from providing the services for which he/she has been engaged by the Theatre.
- c) If the Designer is in residence, the Theatre shall make every reasonable effort to give the Designer 24 hours' notice and give notice if the time of the capture changes.

2. At a Performance:

- a) An entire performance may be captured but only by the Theatre or a third party directly engaged by the Theatre. In the event the Capture is unusable or there is a cast change, another Capture of an entire performance may be made.
- b) If possible, when in residence, the Designer must be given 24 hours' notice of the capture of an entire performance or any part thereof.
- c) No additional or altered lighting or projections may be used without consulting the Designer. Such alteration may require additional work. It is intended that in permitting such capture the design shall not be changed and neither the actor nor the audience shall be disturbed in any manner.

3. Additional Footage:
 - a) The Theatre's intent is to show the Designer's work in the best possible light.
 - b) The Theatre will consult with the Designer prior to capture of costume fittings.
 - c) There is no time limit on the capture or use of Additional Footage.

4. Provisions Applicable to Performance and Rehearsal:
 - a) No more than fifteen (15) minutes of edited performance and/or rehearsal per production captured by the Theatre or a third party directly engaged by the Theatre shall be used. The edited footage/material may depict an entire scene or musical number.
 - b) A news organization or media company may only capture up to thirty (30) minutes of rehearsal and up to thirty (30) minutes of performance per production. No more than three (3) minutes of edited performance or rehearsal footage that is captured by news organizations or media companies may be broadcast. Such broadcast may not depict an entire scene or musical number.
 - c) For any violation hereof, other than violations of unauthorized subsequent use of the film or tape, the Theatre shall pay an amount equal to seven (7) times the daily rate that is applicable for Court Theatre's Stage Category, to each Designer whose rights have been breached hereunder. Such payments shall not preclude any right in law or equity, civil or criminal that arises under a breach of this Rule, which the Designer or United Scenic Artists has against the Theatre or any third party.

C. Non-Broadcast. Captured material for non-broadcast promotion; publicity; marking; public relations; fundraising; audience development; education; transfers to other not-for-profit theatres; prize, award, and festival applications; and/or civic, state, and national promotion.

Designers engaged on a production under the terms of this Agreement may participate, and their designs may be used in, the capture of material for use by the Theatre for the aforementioned purposes under the following terms and conditions:

1. All capture of performance and rehearsal must occur in accordance with this provision.
2. The Theatre shall receive no compensation for the exhibition of any material captured under the terms of this provision.
3. The Theatre will provide United Scenic Artists with the opportunity to view the completed Reproduction.

4. The edited Reproduction under the terms of this provision may constitute up to 25% of the captured material but in no case more than a total of 15 minutes of performance and/or rehearsal. The edited Reproduction may depict an entire scene or musical number.
5. There is no time limit on the use of Additional Footage.
6. In the event the Theatre wishes to submit a Reproduction of an entire performance to private or public grant-making institutions, to apply for prizes or awards, or fulfill festival application requirements, the Theatre may make a Reproduction of the production for this sole purpose(s) and shall notify United Scenic Artists at the time of submission. In the event the captured material is unusable, another capture of an entire performance may be made. Any such Reproduction made under this Rule shall be encoded with warnings at regular five-minute intervals that state the following: THIS FOOTAGE IS FOR GRANT REQUEST, PRIZE AWARD, or FESTIVAL APPLICATION PURPOSES ONLY AND MAY NOT BE SCREENED FOR ANY OTHER PURPOSE. UNDER NO CIRCUMSTANCES MAY THIS FOOTAGE BE DUPLICATED. Any Reproduction made under this Rule must also include the United Scenic Artists logo and identify that Designers of the production are represented by United Scenic Artists.
7. The Theatre may retain and use Reproductions made under this provision for as long as the Theatre operates under the Court Agreement, after which the Reproductions shall be transmitted to Equity to be destroyed, and the Theatre shall so inform or cause the UNION to be so informed.
8. The Theatre will maintain control and ownership of all material reproduced by the Theatre and will ensure that it is used for no commercial purposes whatsoever.

D. Production Work and Transfers. Capture to facilitate production work and transfers to not-for-profit Theatres.

1. Capture
 - a) For the purposes of production work and the facilitation of transfers to other not-for-profit Theatres only, there shall be no time limit on the capture of rehearsal or performance.
 - b) It is intended that in permitting such capture, it shall be unobtrusive and the Designer, the Actor, and the audience shall not be disturbed in any manner.
 - c) If possible, while in residence the Designer must be given 24 hours' notice of the capture of an entire performance or any part thereof.

2. Use:

- a) The captured material may be used by the director, choreographer, playwright, orchestrator, dance arranger, director, choreographer, original Designers of the production, Stage Manager, Dance Captain, Fight Captain, Stunt Coordinator, Director, Choreographer, and/or the not-for-profit transferee Theatre's production staff.
 - b) After the stated purpose has been accomplished, the captured material must be destroyed.
- E. Web Sites and Other Platforms. Up to a total of 15 minutes of edited rehearsal and/or performance footage per production (which may depict an entire scene or musical number), as well as unlimited Additional Footage, may be used as follows:
 - 1. On websites of the Theatre; transferee not-for-profit Theatres; not-for-profit arts and tourism-related agencies of the city, county, state and intra- and inter-state region in which the Theatre is located; local Rotary, Chamber of Commerce, and local not-for-profit "booster" organizations; media web sites; arts calendar websites (such as Playbill.com); third-party promotional and ticketing services (e.g., Theatremania.com, Ticketmaster, WebTix.com); and not-for-profit service and arts promotion organizations (e.g., United Scenic Artists, Theatre Communications Group, Americans for the Arts);
 - 2. On web sites of sponsors and/or supporters of the Theatre, provided:
 - a) The Designs are used solely to acknowledge the sponsorship or support and are not in any way used directly or indirectly to endorse the sponsor or a specific product of the sponsor;
 - b) At the time of contracting, the Theatre solicits from the Designer any current or potential professional conflicts which may limit the use of the Designer's designs on the sponsor's or supporter's web site, and the Theatre, based upon the Designer's written notification, does not use the designs in any way that may pose conflicts;
 - c) The footage is not used for more than two years from the date of the first paid public performance. The Designer may negotiate a lesser time period; and
 - d) The Theatre shall indemnify the Designer against any breach of a Designer exclusivity clause when such breach is a result of a use not authorized by this provision.
 - 3. Promotional and publicity recordings may be delivered through the following platforms, including, but not limited to: mobile technology (including, but not limited to, cell phones), sales kiosks, podcasts, wallpaper, and video e-blasts. Theatre may also use and provide materials captured hereunder to other

substantially similar delivery platforms that are currently available or as they may evolve.

4. For all usage authorized hereunder, the Theatre's ticket sale information may be presented on the same "page" as the Reproduction.
 5. The Designer shall receive billing on the Theatre's website show page in the customary order of Set, Costume, Lighting, Sound and Projections. Inadvertent omission of any of the requirements herein shall be rectified upon notification, but, in any event, shall not be considered a material breach of this Agreement.
 6. The above time restrictions apply per distribution point, not per delivery platform. Thus, a permitted Reproduction may be used on a number of different web sites, not just one Reproduction for the entire web.
 7. Reproductions may be changed on an individual distribution point (e.g., a single web site) as often as the Theatre wishes, provided the total amount of material on that distribution point at any one time adheres to the time limitations set forth above.
 8. Without the expressed, written consent of the Designer, Court Theatre may not post or otherwise disseminate or broadcast images of a Designer's sketches, renderings, plans, drafting, models or other work product to any website or other platform.
 9. Use of captured material for any purpose other than specified above is strictly prohibited. For any violation under this provision, the Designer shall be paid an amount equal to seven (7) times the daily rate that is applicable for Court Theatre's Stage Category.
- F. Captured Material For Use By Visual/Audio Interpreters:
1. The Theatre may make an audio and/or video Reproduction for the sole purpose of assisting interpreters for the deaf or hearing or visually impaired (hereafter referred to as "Interpreters"). Under no circumstances may any such Reproduction, in whole or in part, be used for any commercial or non-commercial purpose, except as expressly provided herein, without the written consent of United Scenic Artists and pursuant to terms established by United Scenic Artists.
 2. No copies of the Reproduction shall be permitted. The Reproduction will be adequately secured by the Stage Manager or the Interpreter to insure its integrity. Under no circumstances may anyone other than the Interpreter listen to or view the Reproduction.
 3. After the stated purpose has been accomplished, the Reproduction will be surrendered to Actors' Equity Association, accompanied by written certification signed by the Theatre, the Stage Manager, and the Interpreter that no copies of the

Reproduction exist, and the Theatre shall so inform or cause the UNION to be so informed.

G. Archival Recordings. For archival purposes of the Theatre, or other official library theatrical archive, the Theatre shall have the right to make a film, videotape, or other visual record of the final dress rehearsal or of performances. Such record shall be labeled “for archival use only”. The Theatre shall notify in advance, in writing, the Designer and the UNION prior to any such filming or taping.

H. Other Uses of Captured Material

1. Except in the case of a transfer of the production from another not-for-profit Theatre where the subsequent theatre has engaged the designers of the production captured in the material, should the Theatre use captured material from a previous production or a production produced by a different Theatre, the original production will be so identified (e.g., “footage from original Goodman Theatre production 2009”). The Theatre may utilize captured material from another production to promote and publicize a separately produced production for which all of the original designers have not been engaged, only with additional payments to any designer of the original production not engaged, as negotiated by United Scenic Artists.
2. The Theatre may furnish captured material to a commercial producer for promotional and publicity purposes only, provided the commercial producer makes additional payment to the Designers of the production as negotiated by the commercial producer with United Scenic Artists.
3. Except in the case of a transfer of the production to another not-for-profit Theatre which includes the work of all designers of the original production, the Theatre may furnish captured material to another not-for-profit Theatre to promote and publicize a separately produced production, only with additional payments to each Designer of the original production as negotiated by United Scenic Artists.
4. United Scenic Artists may obtain and use footage from any production (including closed productions) for the purposes of promoting and branding United Scenic Artists, provided United Scenic Artists credits both the Theatre and the production.

I. Broadcast or Distribution of an Entire Production or a Section Over Fifteen (15) Minutes Up To the Entire Production. Where more than an aggregate total of fifteen (15) minutes of live images and/or captured material from a single production is used or licensed by the Theatre, the Theatre or its licensee shall pay or cause to be paid to the Designer(s) as follows:

1. For broadcast of a partial production a rate shall be negotiated by the Theatre and the UNION.

2. For a non-commercial broadcast of an entire production, FIFTY PERCENT (50%) of the Designer's contractual fee with the Theatre for the Designer's design of the production for the Theatre, or FIFTY PERCENT (50%) of the then current applicable minimum fee, whichever is greater; however, in no event shall the Designer receive less than Two Thousand Five Hundred Dollars (\$2,500.00) in payment for a non-commercial broadcast.
 3. For a commercial broadcast of an entire production, SEVENTY-FIVE PERCENT (75%) of the Designer's contractual fee with the Theatre for the design of the production for the Theatre, or SEVENTY-FIVE PERCENT (75%) of the then current applicable minimum fee, whichever is greater; however, in no event shall the Designer receive less than Five Thousand Dollars (\$5,000.00) in payment for a commercial broadcast.
 4. The Theatre shall not create or license the creation of products including, but not limited to, compact discs (CDs), digital video discs (DVDs), Blu-Ray, or other direct to the public media, or electronic download, made from captured material, without reaching an agreement for such creation and distribution with the UNION.
 5. Where Court Theatre desires to create merchandise from the Designer's sketches, renderings, models, plans, or other work product, the Theatre shall negotiate with the Designer and the Designer shall approve the terms and conditions for such distribution.
- J. For all broadcasts and recordings of a production where the design(s) of the production can be seen or heard, the Designer(s) shall receive billing as follows, unless otherwise agreed: Scenery designed by_____, Costumes designed by_____, Lighting designed by_____, Sound designed by_____, Projections designed by_____.
- K. Except as may be otherwise provided herein, all captured material that Court Theatre shall provide to a third party for any purpose whatsoever, shall remain the property and responsibility of Court Theatre.
- L. Court may make a capture of an entire production available on a password-protected or otherwise restricted platform for use during in-class instruction at a K-12 educational institution and all institutions of higher learning, but only as part of a curriculum developed by Court and/or the educational institution and provided Court is not compensated outside of an administrative fee. Court will inform USA when sharing a capture under this provision, including the amount of the administrative fee.
- M. . Court shall have the right to simulcast live a regularly scheduled performance to a place of public assembly (e.g., community center, VFW hall, school auditorium, city park, military base, prison) for the purposes of community outreach/audience

development. Court will submit to USA a usage form that reports the production, date, location, number of attendees, and ticket revenue, if any. Further, any ticket revenue will be included in the Court's Certified Weekly Box Office Receipts. This provision is not intended to provide use for any pay television broadcast, making of cassettes, or other audio/visual recordings for public sale, or distribution.

- N. Court shall have the right to set up closed circuit viewing of a regularly scheduled performance within the theater. Court will submit to USA a usage form that reports the production, date, location, number of attendees, and ticket revenue, if any. Further, any ticket revenue will be included in Court's Certified Weekly Box Office Receipts. This provision is not intended to provide use for any pay television broadcast, making of cassettes, or other audio/visual recordings for public sale or distribution.
- O. Court shall have the right to allow audience members to take photographs before and after performances and at intermission. Court will post in the lobby the production guidelines for the use of such photography, including Employee credits and social media handles or tags.

19. SCENIC ARTISTS:

The following shall apply to Scenic Artists:

- (a) Work Day. The normal working day shall consist of any seven (7) hours between the hours of 9:00 a.m. and 5:30 p.m. Deviations from this established schedule must be communicated to those employees affected not later than noon of the previous day, excepting daily overtime requirements. Further, if mutually agreeable, the regular daily and weekly work schedule may be altered so that, as long as there is no work in excess of seven (7) hours per day, nor thirty-five (35) hours per week, such work may be performed at straight time. This altered schedule may be applied to any days of the week.

Fifteen (15) minutes shall be allowed for washing brushes and cleaning up during the end of each work period, which shall include five (5) minutes for personal cleanliness.

- (b) Work Week. The normal work week shall consist of five (5) consecutive working days as herein above described in (a), starting on a Monday and continuing through Friday and shall total thirty-five (35) hours.

- (c) Overtime. All hours worked in excess of seven (7) per day or thirty-five (35) per week or Saturdays, Sundays (excepting in the case of a mutually agreeable alternate schedule as detailed in 19a) or Holidays as such shall be paid at twice their normal rate of pay. The minimum of overtime shall be one (1) hour.

The Scenic Artists are entitled to the following Holidays:

New Year's Day	Martin Luther King Day	Independence Day
Memorial Day	Juneteenth	Labor Day
Thanksgiving Day	Day after Thanksgiving Day	Christmas Day

Scenic Artists may be required to work any of the above holidays. Such Scenic artists shall receive Overtime for the holiday call.

(d) Meal Periods and Rest Breaks.

1. No employee shall be required to work more than four (4) hours on any day without a meal period of at least one (1) hour.
2. When work beyond nine (9) hours on any day becomes necessary the employees affected will be reimbursed the sum of \$16.00 to help defray the cost of dinner.
3. There shall be two (2) rest breaks each day, aside from meal periods. Such rest breaks shall be of fifteen (15) minutes duration each.

(e) Minimum Call. The minimum call shall be seven (7) hours, except that the Theatre is allowed a three (3) hour minimum call three time during each mainstage show.

(f) Turnaround. There shall be a minimum of twelve (12) hours between the end of an employee's original schedule or any extension thereof on any regular work day and the start of the next. A day off shall consist of thirty-six (36) hours off consecutively. Two days off shall consist of sixty (60) consecutive hours. Assignments during any of the above turnaround periods shall be compensated for, in addition to the regular rate, at \$9.50 per hour for the portion of such assignment which encroaches on such turnaround period, except that the compensation shall be \$20.00 per hour in addition to the regular rate, for the portion of such assignment which encroaches on the fifth and sixth hours immediately following the end of the employee's original schedule or any extension thereof.

(g) Duties of the Chargeperson. The first Scenic Artist employed shall accrue the duties of the Chargeperson Scenic Artist. It shall be the duty of the Chargeperson to arrange and distribute fairly the work for the Scenic Artists and to arrange the starting time to accomplish the desired results.

20. MINIMUM WAGE SCALES:

Scenic Designer					
<i>Effective</i>	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
	\$4500	\$4635	\$4728	\$4822	\$4919
Costume Designer					
<i>Effective</i>	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
	\$4500	\$4635	\$4728	\$4822	\$4919
Lighting Designer					
<i>Effective</i>	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
	\$4500	\$4635	\$4728	\$4822	\$4919
Sound Designer					
<i>Effective</i>	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
	\$4500	\$4635	\$4728	\$4822	\$4919
Scenic Artist (Straight Time Hourly Rate)					
<i>Effective</i>	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
	\$38.95	\$40.12	\$41.33	\$42.57	\$43.84
Minimum Additional Weekly Compensation (AWC)					
<i>Effective</i>	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
0-45 Performances	\$0	\$0	\$0	\$0	\$0
46-80 Performances	\$95.07	\$96.98	\$98.92	\$102.87	\$108.01
81+ Performances	\$133.09	\$135.75	\$138.47	\$144.01	\$151.21

Daily Rate	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
	\$197	\$203	\$209	\$215	\$221

(g) The additional weekly compensation (AWC) in all Design classifications shall commence with the first paid public performance. Additional weekly compensation payments shall be made to the Designer no later than the Thursday following the close of each week's presentation. The AWC is expressed in performances in order to accommodate a repertory performance pattern consisting of a series of productions introduced at intervals throughout the season, some or all of which are maintained as a part of the Theatre's mainstage activities. Forty-five (45) performances are equal to the normal six (6) week production schedule of Court Theatre, consisting of five (5) preview performances during the first week and five (5) additional weeks of eight (8) performances per week. Should there be a further reduction or increase in the number of performances per week, the additional weekly compensation rate shall be adjusted accordingly.

21. ADJUSTMENT OF DISPUTES AND ARBITRATION:

(a) Adjustment of all complaints, disputes, controversies and grievances arising during the term of this Agreement between the Theatre and the Union concerning the

interpretation, application, or performance of the terms of this Agreement shall be undertaken in accordance with the following procedure:

The grievance shall first be discussed by the Union and the Executive Director of the Theatre. The aggrieved employee(s), if any, have the right to be present at such discussion.

If the dispute cannot be adjusted by these persons, the matter shall be reduced to writing, a copy immediately furnished to both the Union and the Theatre, and shall be taken up by the representatives of the Theatre and the Union. A Union grievance may be submitted at any time without the necessity of the above discussion between the Union and the Executive Director.

If no adjustment can be arrived at within sixty (60) days of the occurrence of the facts upon which it is based, the dispute may be submitted in writing to an arbitrator selected pursuant to the then applicable rules and regulations of the American Arbitration Association.

(b) To be arbitrable, the submission must be made, in writing, within sixty (60) days following the date the employee or the Union should reasonably have known of the event involved.

(c) Individual employees shall have no right to require an arbitration without the Union's consent.

(d) The arbitration shall be by one arbitrator, whose fees and expenses, including expenses normally charged by the American Arbitration Association, shall be borne equally by the Theatre and the Union. Employee representatives and grievants shall not be paid for time in connection with the arbitration. Each party shall pay for its own transcript and the cost of its own witnesses.

(e) The decision of the Arbitrator shall be final and binding on all parties.

(f) It is agreed that in the settlement of a dispute speed is of the essence and while either party may invoke the arbitration procedure, the parties will make every effort to resolve disputes without arbitration.

22. UNION AS PARTY AT INTEREST:

The Union shall use its best efforts to require its members to comply with the terms of this Agreement. The parties agree that the maintenance of a peaceable and constructive relationship between them and between the Theatre and the employees requires the establishment and cooperative use of the machinery provided for in this contract for the discussion and determination of grievances and disputes, and that it would detract from this relationship if individual employees or groups of employees would, either as such individuals or groups, work to interpret or enforce the contract on their own initiative or responsibility. No individual employee may initiate any arbitration proceeding or move to confirm or vacate an award without the Union's consent.

23. UNION SECURITY:

(a) In no event shall the Theatre refuse to assign an employee in any case where the Theatre would ordinarily assign an employee because of any claim made by another union involving equipment used to produce art work, graphics, titles, drafting, blueprints, painting.

(b) Union literature may be distributed on Theatre property, but on employees own time and so as not to disrupt Theatre business.

(c) If the Union finds it necessary to call a meeting during working hours to advise its membership of the progress of any negotiations or final step grievance meetings with the Theatre, the Theatre will be notified in advance of the meeting. In other cases, Union members employed by the Theatre shall be permitted to meet on the premises during the lunch hour or immediately after work. Union officials may attend such meetings.

24. UNION LABEL:

The Theatre shall list all Union members in the program with the initials "U.S.A." following their names. Further, the following line shall appear towards the beginning of the program:

"Those Designers and Scenic Artists identified by U.S.A. are members of
United Scenic Artists, I.A.T.S.E. Local USA829, AFL-CIO, CLC."

The Theatre further agrees that the use of the insignia of the United Scenic Artists will not be permitted on any work which is not performed by a member of United Scenic Artists.

25. SAFETY AND HEALTH:

Employees are encouraged at any time to bring to management's attention through the grievance procedure or otherwise any materials, tools, equipment, or working conditions reasonably believed to be unsafe or defective, and management will promptly replace any unsafe materials, tools, equipment, or otherwise remedy any such working conditions.

No employee shall be dismissed or otherwise disciplined for refusal to work with such unsafe tools, materials, or equipment until they are made safe.

26. CHECK OFF:

Upon receipt of a signed authorization of the employee involved, the Theatre shall deduct from the employee's pay check the administrative dues payable by him or her to the Union during the period provided for in said authorization.

Such deductions shall be sent to the Union not later than the tenth (10th) day of the month following the deduction and shall include all deductions made in the previous month. The Theatre shall furnish the Union monthly with an alphabetical record of those for whom deductions have been made and the total amount of each deduction. Deductions for administrative dues shall be withheld at the rate of two percent (2%) of the gross wage payable until such time as the Theatre shall receive written notification from the Union of the change in rate.

The Union shall indemnify, defend, and hold the Theatre harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Theatre at the request of the Union in complying with the provisions of this Article.

27. PENSION AND WELFARE:

In addition to all other payments, the Employer agrees to contribute on behalf of any Employee who is covered under this Agreement, an amount equal to twenty-one percent (21%) of the gross compensation to provide Pension and Welfare Benefits. Pension and Welfare shall be apportioned and paid by separate checks as follows:

Pension contributions shall be payable to the **United Scenic Artists Local 829 Pension Fund** in the amount of ten and one quarter percent (10.25%).

Welfare contributions shall be payable to the **IATSE National Health and Welfare Fund** in the amount of twelve percent (12%).

Pension and Welfare contributions will be negotiated to the rates for other LORT theatres starting in 2023. Should this agreement outlast the LORT agreement, parties will negotiate in good faith.

All checks must be submitted to United Scenic Artists, Local USA 829, IATSE Central Region Office for transmittal to the Funds. The Employer further agrees to be bound by all the terms and conditions of The Agreement and Declaration of Trust for the IATSE National Health and Welfare Fund, as restated September 22, 2005, and as amended, and said Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contributions due as set forth hereinabove.

28. MEDIA FEE

- A. The Designer(s) of the production shall receive, in the form of a contribution to the United Scenic Artists Pension Fund, a Media Fee in an amount that is equal to \$25.00
- B. Such payment shall be in addition to any other compensation that shall be due elsewhere in the Agreement.
- C. Where the captured material of the Theatre is used by a transferee not-for-profit theatre for any use that is provided hereunder, the Designer(s) shall continue to receive the Media Fee as long as the production is in rehearsal or performance at the said transferee theatre. In this instance, the Theatre shall cause the continued payment by the said transferee theatre of the Media Fee to the Designer(s).

29. RETIREMENT PLAN:

During the term of this Agreement, employees who complete the required application and agreement forms may participate in the University's Supplemental Retirement Plan in order to contribute a portion of their income on a pre-tax basis into a tax deferred retirement account, as permitted under the Internal Revenue Code. Upon termination from the University, such employees may arrange to transfer their Supplemental Retirement fund from the University's plan directly to the Local 829 401(k) Plan.

30. WITHHOLDING:

- (a) The Manager agrees to deduct from the gross compensation of the Designer Employee(s) all applicable payroll and withholding taxes.
- (b) So as to arrive at the weekly compensation and in order to facilitate such deductions from gross compensation of the Designer, the total compensation shall be divided by at least the number of weeks between the date of the individual contract and the scheduled first paid public performance. The applicable payroll and withholding taxes shall be computed by applying the number of exemptions filed by the Designer to the weekly compensation.
- (c) Each Individual Contract filed for any Designer shall be accompanied by a breakdown of the full compensation less applicable payroll and withholding taxes.

31. AMENDMENT:

This Agreement may not be changed, modified, renewed, extended or discharged except by an Agreement in writing signed by the parties hereto.

32. NO STRIKE/LOCKOUT:

It is agreed that there will be no stoppage of work, observance of picket lines or lockout and that the employees hereunder will perform their regular and customary duties for the Theatre, except that if either party shall fail to abide by the decision of the Arbitrator under Section 19 of the Agreement, after receipt of such decision, then the other party shall not be bound by this provision. The foregoing shall not prohibit members of this Union from honoring lawful picket lines set-up by unions in connection with a dispute involving specifically Court Theatre.

33. VACATION PAY:

- A.** Annually, on the first week of each contract year, the theatre shall designate one (1) Charge Scenic Artist and one (1) Journey Scenic Artist to be eligible to be awarded Vacation Pay, and shall inform the Union in writing of the designation. The pay shall be on the following schedule:

Years of Service	Accrual
1-7	1 day per 175 hours worked
8-19	1 day per 140 hours worked
20+	1 day per 105 hours worked

Vacation Pay for each day of vacation shall consist of seven (7) times the designee's straight time hourly rate for the contract year in which the vacation pay was earned.

- B.** Scheduling of vacation time shall be scheduled and agreed on between the designee and the Court Theatre.
- C.** Vacation Time must be taken within the contract year it was accrued; vacation time does not carry over into subsequent contract years.
- D.** Designers shall not be eligible for Vacation Pay.

34. SICK LEAVE:

In accordance with the University of Chicago's policy #512, "Sick Leave", Scenic Artists shall accrue sick leave at the rate of one hour of sick leave for every 40 hours worked. The sick leave accrual is capped at 40 hours per year, and a maximum of 60 hours of accrued leave may be carried over from year to year. The Artist shall inform the theatre of the request for sick time no later than 8am of the day the sick leave is to be taken.

35 . TERM OF AGREEMENT:

This Agreement shall become effective as of July 1, 2022 and shall continue in effect up to and including June 30, 2027 . The parties hereby further agree that at least sixty (60) days prior to the termination of this Agreement they will enter into negotiations for renewal, modification, or a new working agreement between the Theatre and the Union.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date noted in the Preamble.

UNITED SCENIC ARTISTS,
I.A.T.S.E., LOCAL USA829

By _____
Business Representative

By _____
Managing Director, Court Theatre