

MINIMUM BASIC AGREEMENT

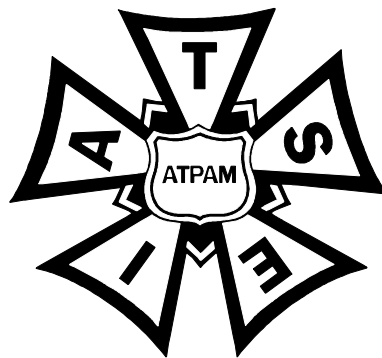
between

ATPAM

and

The League of Off-Broadway Theatres and Producers, Inc.

JULY 1, 2001 THROUGH JUNE 30, 2006



THE ASSOCIATION OF THEATRICAL PRESS AGENTS AND MANAGERS
IATSE/AFL-CIO, CLC UNION #18032
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OFF BROADWAY MINIMUM BASIC AGREEMENT

1. PURPOSE OF AGREEMENT

This agreement shall be for the purpose of fostering and maintaining harmonious labor relations between the League of Off-Broadway Theatres and Producers. Inc. and the Association of Theatrical Press Agents and Managers (I.A.T.S.E # 18032).

2. JURISDICTION OF AGREEMENT

This agreement shall be applicable to productions presented in the borough of Manhattan in any theater outside the area bounded by Fifth Avenue and Ninth Avenue from 34th Street to 56th Street, and by Fifth Avenue and the Hudson River from 56th Street to 72nd Street. It may not be used in any theatre having seating capacity of more than 499 seats.

The terms herein contained shall be the minimum terms to which a Union member will be entitled by virtue of his or her employment by the Employer. Nothing herein contained shall prevent a member from obtaining terms more favorable to himself/herself, but no provision of this agreement shall be waived in consideration of any more favorable terms in any other regard under any other provisions of this agreement.

3. TERM OF AGREEMENT

This agreement shall be considered to have commenced on July 1, 2001 and shall be in effect for five years, expiring June 30, 2006.

First Year, July 1, 2001 – June 30, 2002

Second Year, July 1, 2002 – June 30, 2003

Third Year, July 1, 2003 – June 30, 2004

Fourth Year, July 1, 2004 – June 30, 2005

Fifth Year, July 1, 2005 – June 30, 2006

4. WAGES

The minimum wage scales for Managers and Press Agents shall be determined by the following scales of seating capacities and weekly grosses of the theatres. The sliding scale commences in the eighth (8) week after the first paid public performance.

In the first, second, third, fourth and fifth year, the Press Agent's base shall rise according to the Consumer Price Index for: All Urban Consumers for N.Y., Northern NJ, Long Island, NY-NJ, for May 31st for the appropriate agreement year, compared to the CPI for May 31st of the previous year, as published by the U.S. Bureau of Labor Statistics on June 15th. The minimum increase for Press Agents in the third, fourth and fifth year shall be three percent (3%) with a cap of five percent (5%). Should the CPI, in any year of this agreement, represent seven and one-half percent (7 ½%) or above, it is agreed that the scale shall be re-negotiated.

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The minimum increase for Managers shall be calculated by using the CPI or five percent (5%) for the first year and three and one-half percent (3 1/2%) for the second year of the agreement, whichever shall be higher. The CPI shall be calculated by using the Consumer Price Index for: All Urban Consumers for N.Y., Northern NJ, Long Island, NY-NJ, for May 31st of the appropriate agreement year, compared to the CPI for May 31st of the previous year, as published by the U.S. Bureau of Labor Statistics on June 15th. In the third, fourth and fifth year the Manager's base shall rise according the CPI. The minimum increase for the Manager's in the third, fourth and fifth year shall be three percent (3%) with a cap of five percent (5%). Should the CPI, in any year of this agreement, represent seven and one-half percent (7 1/2%) or above, it is agreed that the scale shall be re-negotiated.

The sliding scale for the first year shall increase according to the wage scale attached and shall rise in subsequent years according to the annual CPI.

See the attached Appendix A and B for the wage scale.

While the Agreement is being ratified by the League of Off-Broadway Theatres and Producers and the ATPAM membership, all payments in the first year shall be deemed retro-active to July 1, 2001.

5. VACATION PAY

All employees shall be paid vacation pay of an additional eight and one-half percent (8 1/2) for the balance of this agreement.

6. PENSION AND WELFARE

- A. The Employer shall contribute to the League-ATPAM Pension Fund such amounts as shall be due, with adjustments to be made as required commensurate with the Broadway rates, but in no event in an amount greater than that paid by members of the League of American Theatres and Producers. The current pension rate as of July 1, 2001 is eight percent (8%) of gross salary.
- B. The Employer shall contribute to the League-ATPAM Welfare Fund the sum of \$150.50 per contracted employee per week for the first year of the Agreement. In the second year the sum shall be \$158.02 per contracted employee per week. The third year shall be \$165.93 per contracted employee per week. The fourth and fifth years of the Agreement, the contribution amount shall be reviewed. The recommendations from the League ATPAM Welfare Fund Actuaries shall be also be reviewed. In such a case, the review shall begin no later than ninety (90) days before the expiration date of the agreement year.

If both parties have not reached an agreement on or before forty-five (45) days before the expiration date of the Agreement year, a request for a grievance hearing with (see the Attached list of name(s)) must be filed, with written notice (sent by Certified Mail/Return Receipt Requested or by hand delivery with delivery acknowledged by a receipt), to all parties. If a grievance hearing is not filed with (see the Attached list of name(s)) as outlined above, the welfare amount for the agreement year, shall represent the Actuaries recommendations.

7. ANNUITY

The Employer shall contribute to an Annuity Fund, designated by the Union, a percentage of gross weekly earnings, including vacation allowances, for each employee covered by the Agreement, effective July 1, 2001. It is the intention of both parties that any and all amounts paid into the Annuity Fund, today and in future years, shall be designated amounts diverted from the wage increases in Section 4 and not an additional amount in excess of the wage increases agreed upon. For the first year of the Agreement, the amount diverted shall be two percent (2%). In the second year of the Agreement, the amount diverted shall be one percent (1%). In the third through the fifth years of the Agreement, the amount diverted shall be half a percent (0.5%) each year. The Employer shall not be responsible for any costs associated with the administration or operation of the Annuity Fund.

8. SICK DAYS

Managers shall be paid for up to six (6) sick days per 52 week period. Said sick days may not accrue beyond a 52 week cycle and must be used as actual sick days. There shall be no payments for unused sick days.

The Managers shall be entitled to one day of sick leave during the rehearsal period. At the end of the rehearsal period, this day converts to a credit of one performance of sick leave if it has not been used. Managers shall accrue sick leave at the rate of one performance for each four weeks of employment.

- A. After Manager's first six weeks of employment or first paid public performance, whichever is later, Managers shall be entitled to "borrow" up to six performances of sick leave. This entitlement expires after Manager accrues six performances of sick leave or if there are four weeks or less remaining on Manager's contract.
- B. Sick leave shall be credited at the beginning of each four week period.

9. BONDS

The Employer shall place with the union sufficient bond to cover two weeks of gross salaries, inclusive of annuity, plus vacation pay, pension and welfare for all ATPAM employees, plus an additional \$750.00 bond for Press Agent's expenses if a Press Agent is engaged. In the event the Union is required to pay to an employee any such salaries and/or authorized expenses or to collect welfare, annuity or pension payments out of said surety or bond, the Union shall be entitled to charge the affected Employer a fee of \$100.00 as an expense of administration. The Union shall only charge the \$100.00 administration fee as a last resort in trying to collect said monies from the Employer.

Employees shall not be required to perform services until proper bond has been placed with the union. All bonds shall be returned to the producer by the union promptly upon settlement of all outstanding payments due the union or its members, but in no event later than thirty days following the closing of the attraction.

If the employer posts a cash bond, ATPAM shall deposit said bond in an interest bearing account. All interest income shall be divided equally between the League and ATPAM.

Press Agents will make his/her best efforts to submit the most current expense bills available, with documentation, on a monthly basis or sooner. Producer agrees to reimburse said expense bills in a timely fashion, provided such expenses are not in dispute.

10. ARBITRATION AND GRIEVANCE

When the parties disagree on any issues relating to the interpretation or application of the Minimum Basic Agreement between ATPAM and the League of Off-Broadway Theatres and Producers, Inc., the matter may be submitted to a Grievance Committee at the request of either ATPAM, the League, or an individual producer, and if not decided by the Grievance Committee, it shall be submitted to binding arbitration by the American Arbitration Association. Each party shall share equally in the cost of such arbitration by AAA. Grievance Committee procedures shall follow the format established by the current agreement between Actors' Equity Association and the League of Off-Broadway Theatres and Producers.

11. EMPLOYMENT

In theatres of 100-199 seats, either a Manager or a Press Agent must be employed. In the event that a commercial producer in theatres of 100-199 seats, engages an employee who performs duties of a Manager and an employee who performs duties of a Press Agent, said individuals shall be governed by this agreement, except that the Press Agents salary shall be sixty-five percent (65%) of the minimum required for the production, for all productions opening after July 1, 2001.

In theatres of 200-499 seats, both a Manger and a Press Agent must be employed.

A. Start of Employment

Managers and Press Agents on musicals or dramatic attractions shall be employed commencing with the Monday of the week in which rehearsals commence, but in no event less than four (4) weeks prior to the Monday of the week in which the first performance occurs. Anything contained above to the contrary notwithstanding, any attraction which has less than four (4) week rehearsal schedule shall have the right to appeal to the union for a reduction of this requirement.

In the event of a transfer of a production from either a Lort Theatre or from one Off Broadway Theatre to another (including under 99 seat houses), where there is less than two weeks of rehearsal, the Managers and Press Agents shall begin their contractual term two weeks prior to the first performance, provided that the original employees are retained.

In the event that a production is rehearsed in New York City and performs out-of-town under a contract other than Off-Broadway, immediately prior to its Off-Broadway engagement, the salaries of the Managers and Press Agents for the Off-Broadway production shall be those applicable to a Category D (irrespective of the rate applicable to the Off-Broadway Theatre in which the production is actually presented) for the period of the rehearsal and again upon its return to Off-Broadway. In addition, in the event that the production is presented in a Category D Theatre, then the Managers and Press Agents shall be paid a supplement of \$150.00 a week for the duration of the Off-Broadway production (including rehearsals); provided, however, in no event shall the foregoing supplement be payable to any Managers or Press Agents on the Production who, for any reason, replaces the original Managers or Press Agents employed on the Production after the time of its Off-Broadway first public performance. (During the second through fifth years of this Agreement the \$150.00 supplement shall be subject to the annual increases set forth in the wage provisions in Section 4 of this Agreement).

A Press Agent must be engaged for the entire presentation through the final performance of any attraction, except as provided in Section 11B.

A Manager must be engaged for the entire presentation and one (1) week following the final performance of any attraction.

B. Termination of Employment by Closing Attraction

A minimum of one week's written notice of termination shall be given in the event of the closing of the attraction.

If an attraction has run more than twenty-six (26) weeks, beginning with the first full week of productions of five (5) or more performances, the employer may, upon giving notice to the theater and one (1) weeks written notice to the Press Agent and notification to the Union, may terminate a Press Agent three (3) weeks prior to the closing of the attraction. After termination has been served, the Press Agent shall not be required to do any additional work during the three (3) weeks prior to the closing of the attraction nor shall the Press Agent be required to do any work after the attraction has closed without proper compensation in both instances.

C. Termination of Employment by Individual Notice

Individual notice of termination of any Manager or Press Agent shall require written notification to the ATPAM member by the producer, or to the producer by the ATPAM member, with a copy in each case to the union, and such written notice shall be given not less than two (2) weeks prior to the date of termination.

If termination of employment is the result of individual notice given by the producer to an ATPAM member, the following notice of severance pay shall be due to the dismissed employee, unless such dismissal shall be for "Just Cause".

Employment for up to 12 weeks:	2 weeks notice or severance pay
Employment for 13-24 weeks:	4 weeks notice or severance pay
Employment for 25 weeks or more:	6 weeks notice or severance pay

12. STANDARD INDIVIDUAL CONTRACTS OF EMPLOYMENT

All employees who are Managers or Press Agents shall be required to file a Standard Individual Contract of Employment with the union, and all conditions of employment, including total salaries, commencement date of employment, run of play stipulations if applicable, shall be included, signed first by management and then by the employee, and filled promptly with the union office. No employee shall be required to perform services without having a signed Standard Individual Contract of Employment filed with the union, a copy of which is hereby annexed. All references to "MINIMUM BASIC AGREEMENT" contained in said annexed contract shall refer only to the terms and conditions of this Minimum Basic agreement between the Association of Theatrical Press Agents and Managers and the League of Off-Broadway Theatres and Producer.

13. ADDITIONAL COMPENSATION

A. Recording, Filming, Taping

When a Manager is required to perform work in connection with the taping, filming or recording of an attraction. He or she shall be paid an amount equal to one (1) week's contractual salary. However, any taping, filming, or recording exempted by Actors' Equity Association's Agreement Governing Off-Broadway, wherein no payments are made to Equity members, shall also be exempted from payments to ATPAM members (i.e. news broadcast, reviews, etc.) No payments shall be made to ATPAM members in the event of the taping, filming or recording of radio or television commercials either in or out of the theater.

B. Souvenir Books

The Press Agent shall be paid one (1) week's salary whenever a souvenir journal of a show is produced.

C. Cast Albums

The Press Agent shall receive one (1) week's contractual salary for each production album recorded, subject to the following conditions:

If any or all of the individual tasks listed within either Group A or Group B, as defined below, are performed, the Press Agent shall receive one half (1/2) week's salary. If any or all duties in Group A are combined with any or all of the duties in Group B, the Press Agent shall be entitled to a full week's salary. It is agreed that providing existing company photos or material to the producer or to the record company shall not trigger any payment.

Group A

- Compilation and/or editing of liner notes
- Photo research/compilation of CD jacket design
- Print/broadcast coverage of recording session

Group B

- Participation in any publicity event promoting the recording or the sale of cast recording (record store appearance, print/broadcast interviews geared to release of recording)
- Release of journalistic contacts/ mailing lists (intellectual property) to recording label
- Distribution of cast album to entertainment journalists on behalf of the recording label.

D. Recording after closing

For up to one year from the closing of the Play, the Producer shall be subject to the Cast Album requirements outlined in Section 13A and 13C as it pertains to the Managers and Press Agents under this agreement.

E. Seventh Consecutive Day

If a Manager works on a seventh consecutive day, he or she shall receive an additional 2/6th of the weekly salary for each such seventh consecutive day worked, as additional compensation, subject to the prior written approval of the Producer. However, in the event of a change in the performance schedule from a Tuesday through Sunday to a Monday through Saturday schedule, the seventh day premium shall be waived, provided no less than two (2) weeks written notice of such change is given, and provided that there is one day off in each calendar week.

This rule shall not apply to the seven days preceding the first paid public performance of a production.

F. Reimburse for Equipment

1. If required by Producer, Producer shall supply the Managers with a working computer and printer.
2. Per the Producer's written approval, the Manager may be allowed to use his/her own computer and printer. In that event the Producer shall reimburse the Manager for said use, at a rate of \$25.00 per week. In the event that the Producer no longer requires the Manager to use a computer said rental may be discontinued.
3. The producer's normal theatrical insurance floater shall cover the Manager's computer and printer.

G. Meals

If the performing company and/or the crew receives meal money, so shall the managers.

14. NEW AGREEMENTS

This agreement embodies the full understanding between the parties hereto, and no conditions shall apply except what is specifically contained herein.

Within sixty (60) days prior to the expiration date of this agreement either party may request the opening of negotiations for a new agreement.

15. DUES CHECK OFF

The Employer agrees to deduct from each employee's salary and remit to ATPAM union working dues, as designated by the union. As of July 1, 2001 the current working dues are three and a quarter percent (3 ¼%) of the gross weekly salary.

The Employer agrees that a written assignment in the following terms will be acceptable:

“Effective immediately, the undersigned assigns to the Association of Theatrical Press Agents and Managers, I.A.T.S.E., Local 18032, an amount equal to the monthly membership dues to be deducted from wages earned and to be earned as an employee, and authorizes and directs the employer to deduct such amount from wages and to remit the same to said Union. This assignment shall be irrevocable for a period consisting of either one year or until termination of the applicable collective bargaining agreement, whichever is sooner, and shall be automatically renewed, with the same irrevocability, for successive like periods unless terminated by the undersigned in writing not more than twenty nor less than ten days prior to the expiration of such period.”

16. UNION SECURITY

The Union shall have the right to require, as a condition of employment, that any employees covered by this agreement be and remain a member in good standing. On or after the 31st day after the first day of employment in the case of those employees who are not members of the union at the time of employment, such employees shall, if requested to do so by the union, become and remain members of the union in good standing.

17. INDEMNIFICATION BY EMPLOYER OF CLASSIFICATIONS COVERED BY THIS AGREEMENT

The Employer, its successors and assigns, holds each employee covered by this Agreement harmless from and indemnified against any and all awards, judgements, damages and costs (including reasonable attorneys fees) that may be incurred as a result of any claims, demands, suits or proceedings made or brought against the employee for any act or conduct of the employee within the scope of his or her employment during the course of his or her employment by the employer, provided that such act or conduct was neither reckless nor undertaken by the employee with intent to commit fraud or to willfully violate the law or this Agreement.

AGREED:

For the Association of
Theatre Press Agent and
Managers

For the League of Off-Broadway
Theatres and Producers, Inc.

Gordon G. Forbes
Secretary-Treasurer

Ben Sprecher
2nd Vice President

Terry Byrne
Secretary-Treasurer

Dated: 8/16/01

APPENDIX A: RATES - PRESS AGENTS - JULY 1, 2001 - JUNE 30, 2002
WAGE INCREASE - CPI 3.25% (LESS 2% ANNUITY)

CATEGORY A	100 - 199	plus vacation	total	annuity
0-\$50,000	738.95	62.81	801.76	16.04
50,001 - 60,000	744.01	63.24	807.25	16.15
60,001 - 70,000	748.06	63.59	811.65	16.23
70,001 - 80,000	753.12	64.02	817.14	16.34
80,001 - 89,500	756.16	64.27	820.43	16.41
89, 501 - 101,500	761.22	64.70	825.92	16.52
over 101,501	765.27	65.05	830.32	16.61

SIXTY-FIVE PERCENT - 65%

CATEGORY A	100 - 199	plus vacation	total	annuity
0-\$50,000	480.32	40.83	521.15	10.42
50,001 - 60,000	483.61	41.11	524.72	10.49
60,001 - 70,000	486.24	41.33	527.57	10.55
70,001 - 80,000	489.53	41.61	531.14	10.62
80,001 - 89,500	491.50	41.78	533.28	10.67
89, 501 - 101,500	494.79	42.06	536.85	10.74
over 101,501	497.43	42.28	539.71	10.79

CATEGORY B	200 - 299	plus vacation	total	annuity
0-\$50,000	761.22	64.70	825.92	16.52
50,001 - 60,000	765.27	65.05	830.31	16.61
60,001 - 70,000	770.33	65.48	835.80	16.72
70,001 - 80,000	775.40	65.91	841.30	16.83
80,001 - 89,500	780.45	66.34	846.78	16.94
89, 501 - 101,500	784.50	66.68	851.19	17.02
over 101,501	789.55	67.11	856.67	17.13

CATEGORY C	300 - 399	plus vacation	total	annuity
0-\$50,000	872.57	74.17	946.74	18.93
50,001 - 60,000	872.57	74.17	946.74	18.93
60,001 - 70,000	879.65	74.77	954.42	19.09
70,001 - 80,000	886.74	75.37	962.11	19.24
80,001 - 89,500	892.82	75.89	968.71	19.37
89, 501 - 101,500	898.88	76.40	975.28	19.51
over 101,501	903.94	76.83	980.77	19.62

CATEGORY D	400 - 499	plus vacation	total	annuity
0-\$50,000	1,001.12	85.10	1086.22	21.72
50,001 - 60,000	1,001.12	85.10	1086.22	21.72
60,001 - 70,000	1,001.12	85.10	1086.22	21.72
70,001 - 80,000	1,010.24	85.87	1096.11	21.92
80,001 - 89,500	1,020.35	86.73	1107.08	22.14
89, 501 - 101,500	1,031.49	87.68	1119.17	22.38
over 101,501	1,036.55	88.11	1124.66	22.49

APPENDIX B: RATES - MANAGERS - JULY 1, 2001 - JUNE 30, 2002
WAGE INCREASE - 5% (LESS 2 % ANNUITY)

CATEGORY A	100 - 199	plus vacation	total	annuity
0-\$50,000	751.47	63.87	815.34	16.31
50,001 - 60,000	756.62	64.31	820.93	16.42
60,001 - 70,000	760.74	64.66	825.40	16.51
70,001 - 80,000	765.88	65.10	830.98	16.62
80,001 - 89,500	768.97	65.36	834.33	16.69
89, 501 - 101,500	774.12	65.80	839.92	16.80
over 101,501	778.23	66.15	844.38	16.89

CATEGORY B	200 - 299	plus vacation	total	annuity
0-\$50,000	774.12	65.80	839.92	16.80
50,001 - 60,000	778.23	66.15	844.38	16.89
60,001 - 70,000	783.38	66.59	849.97	17.00
70,001 - 80,000	788.53	67.03	855.56	17.11
80,001 - 89,500	793.67	67.46	861.13	17.22
89, 501 - 101,500	797.80	67.81	865.61	17.31
over 101,501	802.95	68.25	871.20	17.42

CATEGORY C	300 - 399	plus vacation	total	annuity
0-\$50,000	887.35	75.42	962.77	19.26
50,001 - 60,000	887.35	75.42	962.77	19.26
60,001 - 70,000	894.56	76.04	970.60	19.41
70,001 - 80,000	901.76	76.65	978.41	19.57
80,001 - 89,500	907.94	77.18	985.12	19.70
89, 501 - 101,500	914.11	77.70	991.81	19.84
over 101,501	919.26	78.14	997.40	19.95

CATEGORY D	400 - 499	plus vacation	total	annuity
0-\$50,000	1,018.09	86.54	1104.63	22.09
50,001 - 60,000	1,018.09	86.54	1104.63	22.09
60,001 - 70,000	1,018.09	86.54	1104.63	22.09
70,001 - 80,000	1,027.35	87.32	1114.67	22.29
80,001 - 89,500	1,037.64	88.20	1125.84	22.52
89, 501 - 101,500	1,048.97	89.16	1138.13	22.76
over 101,501	1,054.12	89.60	1143.72	22.87