



In the following pages is outlined a summary of the Agreement between the Fox Theatre and the Wardrobe Union, IATSE Local #859. All pertinent General Conditions and Work Rules have been outlined herein, and it is the responsibility of every tenant of the Fox Theatre to review these rules and abide by them. For further clarification on any conditions, please speak to a member of the Production Management staff.

1. Show Rate Definitions:

- a. Other Show Rate – any show that is not a Commercial Show or the Taping Rate.
- b. Commercial Show Rate – any show where the actual show performance itself explicitly demonstrates, explains or sells a product or service. The mere sponsorship of a show or presentation shall not constitute a Commercial Show.
- c. Taping Rate – The rate paid to a Bargaining Unit Employee who is called to work on a call for which the sole purpose of the call is to audio-tape, video-tape, film or broadcast the event; provided, however, that this provision shall not apply to a performance which is covered by the Broadcast Performance.
- d. Broadcast Performance Rate - Any performance that is audio taped, videotaped, broadcast, telecast, filmed, distributed over the Internet or any other electronic network, or mechanically reproduced in any manner for commercial purposes, will be charged at double the applicable performance rate for all members of the show crew. Any reproductions by the above means by news crews of commercial stations shall not be considered as being for “commercial purposes”; provided, however, that such reproductions by news crews shall be limited to no more than five minutes of footage that is shown on the air. Any reproductions by the above means for archival purposes shall also not be considered as being for “commercial purposes.” The Employer and the Union shall inform the other immediately of any information indicating that any reproduction has been used for commercial purposes. In the event that it is determined that any reproduction has been used for commercial purposes without payment of the rates described above, and the Employer is able to collect its contractual fee for such commercial use, the Employer agrees to pay, retroactively, all members of the show crew an additional amount equal to the performance rate for the applicable show.

2. Straight Time:

- a. First eight (8) hours worked during any single day (Monday through Friday) on work calls and Continuity Calls.
- b. Show Calls on any Monday through Friday.

3. Overtime: A wage equal to one and one-half times the applicable base hourly rate. Except as otherwise set forth in this Agreement, Bargaining Unit Employees will be paid Overtime for the following:

- a. All hours worked in excess of eight (8) hours during any single weekday (Monday through Friday) on work calls and Continuity Calls
- b. All hours worked between 12:00 midnight and 8:00 a.m. on work calls and Continuity Calls
- c. All hours worked on Saturday or Sunday on work calls and Continuity Calls



- d. Show Calls on Saturdays and Sundays
  - e. All hours worked in excess of four (4) hours for a Show call
  - f. Show Calls for which it is more than the second Show Call on any Monday through Friday.
  - g. All hours worked on the following holidays:
    - New Year's Eve
    - New Year's Day
    - Martin Luther King Day
    - National Memorial Day
    - July 4th
    - Labor Day
    - Thanksgiving Day
    - Christmas Eve
    - Christmas Day
  - h. All hours worked on a Show Call for a performance that takes place after a Bargaining Unit Employee has already worked thirty-six (36) or more total hours in the applicable workweek.
4. Notwithstanding any other provision of this Agreement, with the exception of the "meal penalty" described in Article X(C), there shall be no pyramiding of rates.
  5. All time will be computed in one (1) hour increments.
  6. Except as otherwise set forth in this Agreement, all Bargaining Unit Employees reporting for a work call shall be paid a minimum of four (4) hours reporting pay.
  7. A "Show Call" includes all work performed by a Bargaining Unit Employee during a performance. Except as otherwise set forth in this Agreement, all Bargaining Unit Employees reporting for a Show Call shall be paid a minimum of four (4) hours reporting pay.
  8. A Show Call shall begin at "half-hour" (30 minutes before a performance is scheduled to begin). Any activity after the final curtain, including the collection of costume pieces or laundry and the securing of the work area as determined by the Employer, that is completed within 15 minutes after the final curtain of the performance shall be considered part of the Show Call and shall not be considered part of a Continuity Call.
  9. All members of the show crew who are not called for a Continuity Call shall report no later than "half-hour" before the scheduled performance starting time.



10. At the Employer's discretion, Bargaining Unit Employees who are called to work a performance may be called for a "Continuity Call". A Continuity Call is the pre-performance and post-performance activity for that specific performance. The Employer may require one or more members of the show crew, as needed, to report for a Continuity Call up to two hours before "half-hour" before a scheduled performance time and/or called to remain up to one hour after the final curtain of the performance. If the time worked exceeds two (2) hours before "half-hour" or one (1) hour after the final curtain of the performance, the Bargaining Unit Employee shall be paid for a four (4) hour work call.
11. At the Employer's discretion, Bargaining Unit Employees who are called to work a performance may be called for a "Continuity Call". A Continuity Call is the pre-performance and post-performance activity for that specific performance. The Employer may require one or more members of the show crew, as needed, to report for a Continuity Call up to two hours before "half-hour" before a scheduled performance time and/or called to remain up to one hour after the final curtain of the performance. If the time worked exceeds two (2) hours before "half-hour" or one (1) hour after the final curtain of the performance, the Bargaining Unit Employee shall be paid for a four (4) hour work call.
12. The normal workweek for all Bargaining Unit Employees shall be from 12:01 a.m. Monday morning through 12:00 p.m. (midnight) Sunday evening. Bargaining Unit Employees will typically receive their paychecks every two weeks on Thursdays. In the event that the Employer determines to change the workweek or the day on which Bargaining Unit Employees are paid, the Employer will provide the Union with 30 days' notice of such change and meet with the Union to apprise the Union of the reasons for such change.
13. All Bargaining Unit Employees who work during final Show Call of a show, including seamstress, laundry and day workers, will perform the Pack-Out and be paid a Pack-Out fee. Pack-Outs will not exceed one (1) hour in duration. Any time worked for a Pack-Out that exceeds one (1) hour in duration will be paid hourly at the prevailing hourly rate.
14. Any Bargaining Unit Employee who is asked to run errands, including but not limited to shopping for shoes and delivering or retrieving laundry, prior to, during or after any call will be paid an additional one (1) hour of pay at the prevailing hourly rate.
15. Except in the event of an emergency repair for a performance, no dresser shall be required to perform sewing, steaming/ironing, or laundry duties within 30 minutes of when a performance is scheduled to begin.
16. Bargaining Unit Employees who are called to work as a seamstress, stitcher, beader, or laundry worker shall be paid the stitcher rate of pay. Bargaining Unit Employees who are called to work as a day worker shall be paid the dresser rate of pay.
17. In order for a bargaining unit employee to work as a seamstress, the show must specifically request that a seamstress be required to work a call.



**WARDROBE GENERAL CONDITIONS (as of 3/15/19)**

18. Bargaining Unit Employees who are called to work as a seamstress, stitcher, laundry worker or dedicated day worker (e.g., a day worker who does not double as a dresser) shall be paid a minimum 5hrs at the prevailing wage rates and shall not be paid for a Show Call even if their work takes place during the hours of a Show Call. They will however be paid per Article IX (B) above.
19. Employees called to work a "Load In" or "Prep" only will be paid a minimum six (6) hour call at the prevailing wage rates.
20. In the event, that a show has multiple-levels of dressing areas, dressers may only be assigned to one level and the stage level; provided, however, that, if there is an inadequate number of dressers to cover all of the levels of a show, costume changes shall only be performed on the stage level.
21. Parents shall not be permitted to handle costumes or assist with the dressing of children. There shall be a minimum of one (1) dresser for each 10 children in a show. Wranglers are only responsible for escorting children to and from the stage and the dressing areas and may not assist in costume changes.
22. Traveling wardrobe supervisors and their assistants shall only be allowed one (1) change per show performance and shall not be permitted to assist in any other changes.
23. In the event that a post-performance Continuity Call begins prior to midnight on any Monday through Friday, the Bargaining Unit Employees who work the Continuity Call shall be paid Straight Time for the entire Continuity Call.
24. No Bargaining Unit Employee shall be permitted to perform any work that is outside the scope of the bargaining unit described in Article I (A), including but not limited to the assembling of quick change booths, moving gondolas, and handling or assisting with wigs.
25. There shall be no smoking permitted inside the theatre, including the ballrooms and any other area, or around costumes.
26. For rehearsals, the crew will consist of any necessary members of the show crew as determined by the Employer.
27. The Employer may not replace any wardrobe employee in order to avoid the payment of higher rates.
28. It is understood and agreed that the Employer has the discretion to cut Bargaining Unit Employees from any call (including Show Calls); provided, however, that there has been a sufficient reduction in work to permit such reduction as determined by the Employer. In all cases, the Employer agrees to first discuss the reason for the cut to the BA/ job Steward before the formal steps are taken to reduce the call. For IATSE "Yellow Card Shows," the minimum number of workers reflected on the Yellow Card must be maintained.



**WARDROBE GENERAL CONDITIONS (as of 3/15/19)**

29. The Employer may provide a Bargaining Unit Employee with a one-hour “meal period,” without pay, after the employee has worked a minimum of three continuous hours and a maximum of five continuous hours. A Bargaining Unit Employee may be entitled to additional one-hour meal periods, without pay, after the employee has worked a minimum of three continuous hours and a maximum of five continuous hours from the end of any previous meal period. At no time will any meal period be more than one hour during the same call.
30. In the event that the Employer determines that a Bargaining Unit Employee will not receive a meal period as described in Article X (A) above, the Employer may provide the employee with a 30 minute “meal break,” with pay, and an appropriate meal. The Employer will make its best effort to provide a hot meal and, for those Bargaining Unit Employees who provide prior notice of their request, a vegetarian meal.
31. In the event that the Employer determines that neither a one-hour meal period nor a 30-minute meal break shall be provided as described in Articles X (A) and (B), respectively, a Bargaining Unit Employee will receive a “meal penalty” of double the prevailing rate until either a one-hour meal period or 30-minute meal break can be provided.
32. There will be a 15-minute break approximately half way between each meal period or meal break, or if no meal period or meal break is provided within a five-hour period, approximately every two to two and one-half hours.
33. Subject to the requirements set forth in Articles X (A) and (B) above, the Employer may schedule meal periods or meal breaks among Bargaining Unit Employees at its discretion.
34. If a Bargaining Unit Employee works more than five continuous hours on more than one performance in a day, the employee shall receive a meal period, without pay, between the end of one performance and the beginning of the next performance. If such a meal period cannot be provided for the employee, the Employer shall provide a meal break; provided, however, that under the circumstances set forth in this Article X(F), the Employer shall not be required to provide more than one meal period or meal break within any five-hour period.