

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**NED PAN, INC. dba PANTAGES THEATRE**

**and**

**AMUSEMENT AREA EMPLOYEES,  
IATSE LOCAL B-192**

**Effective April 1, 2024 through March 28, 2027**

## **TABLE OF CONTENTS**

<u>PREAMBLE</u> .....	1
<u>ARTICLE 1</u> Recognition .....	1
<u>ARTICLE 2</u> Union Security and Dues Checkoff .....	1
<u>ARTICLE 3</u> Scope of Work .....	2
<u>ARTICLE 4</u> Management Rights .....	3
<u>ARTICLE 5</u> Wages .....	3
<u>ARTICLE 6</u> Uniforms, Equipment, and Clothing Stipends .....	4
<u>ARTICLE 7</u> Seniority, Scheduling, Layoff, and Recall .....	4
<u>ARTICLE 8</u> Training .....	6
<u>ARTICLE 9</u> Hours of Work and Working Conditions .....	7
<u>ARTICLE 10</u> Holidays .....	8
<u>ARTICLE 11</u> Meal and Rest Periods .....	9
<u>ARTICLE 12</u> Sick Leave .....	9
<u>ARTICLE 13</u> Bereavement Leave .....	10
<u>ARTICLE 14</u> Leaves of Absence .....	10
<u>ARTICLE 15</u> Health Insurance .....	10
<u>ARTICLE 16</u> Discipline and Discharge .....	11
<u>ARTICLE 17</u> Attendance .....	11
<u>ARTICLE 18</u> Health and Safety .....	13
<u>ARTICLE 19</u> Non-Discrimination .....	13
<u>ARTICLE 20</u> Lockers and Break Room .....	14
<u>ARTICLE 21</u> Union Access and Stewards .....	14
<u>ARTICLE 22</u> Program Credit .....	15
<u>ARTICLE 23</u> Grievance and Arbitration .....	15
<u>ARTICLE 24</u> No-Strike / No-Lockout .....	16
<u>ARTICLE 25</u> Force Majeure .....	16
<u>ARTICLE 26</u> Labor Management Committee .....	16
<u>ARTICLE 27</u> Bulletin Board .....	17
<u>ARTICLE 28</u> Notice of Sale .....	17
<u>ARTICLE 29</u> Waiver and Severability .....	17
<u>ARTICLE 30</u> Duration of Agreement .....	18

## **PREAMBLE**

This Agreement is entered into effective April 1, 2024, by and between Amusement Area Employees Union, International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, Local B-192 (hereinafter, "Union"), and Ned Pan, Inc. dba Pantages Theatre (hereinafter, "Company"). The Union and the Company are collectively referred to as the "Parties."

## **ARTICLE 1**

### **Recognition**

The Company hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time ushers employed by the Company at its facility located at 6233 Hollywood Boulevard, Los Angeles, CA 90028, as certified by the National Labor Relations Board in Case No. 31-RC-313519.

## **ARTICLE 2**

### **Union Security and Dues Checkoff**

- A. Every Employee subject to this Agreement shall become and remain a member of the Union in good standing on and after the thirtieth (30th) day following the beginning of the Employee's first employment by the Employer hereunder or on and after the thirtieth (30th) day following the effective date of this Agreement, whichever is later.
- B. If an Employee who is required to join the Union, remain a member in good standing of the Union, or fulfill a financial obligation to the Union, as required above, fails to do so, after receipt of written notice from the Union of such requirement, the Employer shall, within a reasonable time, but not to exceed seven (7) days (excluding Saturdays, Sundays and holidays), after receipt of written notice from the Union of its request to such effect, give the employee an opportunity to cure, and if after thirty (30) days the issue is not resolved, then discharge such Employee if the Employee has not remedied the default; provided, however, that nothing contained herein shall require the Employer to discharge or otherwise discriminate in any way against any Employee if such action would be in violation of applicable law. The Union agrees to indemnify the Employer against any and all claims regarding the enforcement of this provisions, including, but not limited, to any claim for damages and all attorneys fees incurred in defense of such claims.
- C. Upon receipt of a voluntarily signed authorization of the Employee on a form to be determined by the Union, the Employer shall deduct from the Employee's paycheck dues and/or fees payable by the Employee to the Union during the period provided for

in said authorization. Deductions shall be made from the first paycheck of the Employee after receipt of the authorization, and each pay period thereafter. Deductions for dues and/or fees shall be remitted to the Union no later than the tenth (10th) day of the month following the deduction. The Employer shall furnish the Union, at least monthly, with an alphabetical record of those for whom deductions have been made and the total amount of each deduction. The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the provisions of this Paragraph C.

### **ARTICLE 3**

#### **Scope of Work**

- A. This Agreement shall apply to all work traditionally performed by ushers and lead ushers employed by the Company.
- B. Duties traditionally performed by bargaining unit employees include, but are not limited to, the following:
  - Serving as door attendants within theater
  - Directing and escorting patrons to their seats
  - Handing out programs
  - VIP Room check-in
  - Scanning and otherwise checking tickets of patrons entering the theater
  - Assisting disabled patrons
  - Staffing the audience services desk, including answering questions, renting binoculars and listening devices, and locking up patrons' personal items when requested
  - Conducting bag checks of patrons entering the theater
  - Crowd control as assigned
  - Restroom attendant duties
  - Stuffing programs
  - Making lobby announcements
  - Notifying patrons of theater rules as necessary
  - Stage guard
- C. Notwithstanding any other provision set forth herein, nothing herein shall preclude supervisors, any other non-bargaining unit employees, or subcontractors from doing any bargaining unit work consistent with the established practice at the time of ratification of this Agreement. In addition, the Company shall have the right, in its sole discretion, to use supervisors and/or any non-bargaining unit employee to perform bargaining unit work (1) in the event that there are insufficient qualified bargaining unit employees available to perform the necessary work and the Company has

exhausted its best efforts to assign a sufficient number of bargaining unit employees, (2) to conduct training of bargaining unit employees, and/or (3) in order to address emergent customer service issues. Further, the Company shall have the right in its sole discretion to engage subcontractors to perform bargaining unit work when there are insufficient qualified bargaining unit employees available to perform the necessary work and the Company has exhausted its best efforts to assign a sufficient number of bargaining unit employees.

## **ARTICLE 4**

### **Management Rights**

The Company retains all rights to run its business and all rights of Management except to the extent those are clearly surrendered by express provisions of this Agreement. As such, the management of the business of the Company and the direction of its personnel, including the right to hire, discharge and discipline for just cause subject to the terms of this Agreement, are the exclusive responsibilities of the Company. The Company shall be the exclusive judge of all matters pertaining to the operation of its facilities, location of its facilities and the schedule of its working force and methods, processes, means, and materials to be used.

The Company reserves the right to enforce established rules and regulations now in effect and which it may issue, from time to time, not in conflict herewith.

The enumeration above of management prerogatives shall not in any way be deemed to exclude other management prerogatives not herein specifically enumerated. However, nothing contained in this Article shall be in conflict with the terms and conditions set forth in this Agreement.

## **ARTICLE 5**

### **Wages**

- A. The Company agrees to pay not less than the following base hourly wage rates to Employees covered by this Agreement. The wage rates in this Agreement are minimum rates and do not prohibit any Employee from negotiating for, and receiving, a higher base hourly wage rate.

<b>Effective April 1, 2024</b>	<b>Effective March 31, 2025</b>	<b>Effective March 30, 2026</b>
\$20.00	\$20.75	\$21.50

- B. Any Employee working the audience services desk or VIP Room Check-in, and/or designated to train another Employee, during any portion of their shift shall receive the following hourly premium for the entire shift, in addition to their regular rate of pay:

<b>Effective April 1, 2024</b>
\$1.00

## **ARTICLE 6**

### **Uniforms, Equipment, and Clothing Stipends**

- A. Employees are required to supply and wear their own white button-down shirt, black pants, black shoes, black socks, and black necktie, or similar “wash and wear” attire that may be designated by the Company in the future. Any other required uniform items shall be provided by the Company.
- B. Each Employee will receive a clothing stipend of Fifty Dollars (\$50.00) after completion of the Employee’s probationary period, and for current Employees who have already passed probation at the time of ratification. Annually on the contractual anniversary thereafter, each Employee shall receive a stipend of Twenty-Five Dollars (\$25.00) provided they have completed at least one hundred (100) shifts in the previous twelve (12) months.
- C. The Company shall provide flashlights as required by a position and any other required equipment to Employees. Flashlights and other required equipment shall be checked in and checked out to Employees by the Company, and Employees may not take such equipment out of the building. Employees may be disciplined for the loss of any such equipment, including, but not limited to, key cards and flashlights, pursuant to Article 16 of this Agreement.
- D. With approval of the Company, each Employee may wear a Pantages Theatre logo polo shirt, sweater, or zip-up jacket in lieu of a white button-down shirt and necktie, if the Company chooses to provide such attire.

## **ARTICLE 7**

### **Seniority, Scheduling, Layoff, and Recall**

- A. SENIORITY. For all purposes under this Agreement, an Employee’s seniority shall be based on their original date of hire by the Company. An Employee’s seniority shall be broken only by the following occurrences:
  - 1. The Employee is discharged for just cause pursuant to Article 16 and/or Article 17 of this Agreement.
  - 2. The Employee voluntarily resigns and is not rehired within six (6) months.

3. The Employee is laid off for a period of more than one (1) year. If an Employee is recalled after a layoff less than one (1) year in duration, the Employee's seniority shall be based on their original date of hire for all purposes under this Agreement.
4. The Employee declines a recall.

## B. SCHEDULING

1. Availability. Each Employee shall submit the shifts for which they are available per work week based on a standard eight (8) performance week. An Employee may change their availability for any month by the fifteenth (15<sup>th</sup>) day of the previous month, and the Company shall provide each Employee with their schedule by the twenty-third (23<sup>rd</sup>) day of the previous month. If an Employee does not submit a change to their availability by the fifteenth (15<sup>th</sup>) day of the previous month, their availability will remain the same.
  - a. For standard eight (8) performance weeks, each employee must provide availability for a minimum of four (4) shifts per week, including at least two (2) weekend (Saturday and/or Sunday) shifts. An Employee who fails to provide sufficient availability will be assessed attendance points pursuant to Article 17 of this Agreement.
  - b. The Company shall not require an Employee to work a shift which the Employee did not provide as part of their monthly availability in accordance with Paragraph B.1 above.
2. Scheduling Priority
  - a. Scheduling priority will be based on the availability provided for each work week.
  - b. Employees with the most provided availability will be scheduled first (in availability order), for up to four (4) shifts per work week. When there are two (2) or more Employees who have equal availability in a given work week, the number of available shifts for that month will be used as the primary tie-breaker. If an additional tie-breaker is needed, total hours worked in last six (6) months will be used.
  - c. If additional shifts remain unfilled, or are added, after the initial assignment of shifts described in sub-paragraph (b) above, the Company shall schedule available Employees one additional shift at a time, based on the same system described in sub-paragraph (b), provided that nothing requires the Company to staff in a manner that requires the payment of overtime.

- d. However, in the event a shift is added less than forty-eight (48) hours before the commencement of the shift, the Company may offer the shift to any available Employee.
3. Filling Call-Outs. In the event an Employee calls out sick or otherwise cancels a scheduled shift at least forty-eight (48) hours in advance, the Company shall offer the shift to available Employees pursuant to Section B.2 of this Article. In the event an Employee calls out sick or otherwise cancels a scheduled shift less than forty-eight (48) hours in advance, the Company may offer the shift to any available Employee.
4. Shift Trading. Employees may trade shifts, and shall promptly notify the Company of any trade. The Company may deny a proposed shift trade for good cause, including but not limited to the incurrence of overtime. An Employee may not give away a shift in the absence of a trade.

#### C. LAYOFF AND RECALL

1. In the event of a reduction in force for economic or operational reasons, Employees shall be laid off in reverse order of seniority.
2. The Company shall provide the Union and all affected Employees with written notice of any layoff. Notice of the layoff shall be provided no less than sixty (60) days in advance, except in the case of a force majeure event, in which case notice shall be provided as soon as possible. The notice sent to the Union shall include the name and seniority date of each affected Employee. Before implementing the layoff, the Company shall meet and confer with the Union to discuss the reasons for, and effects of, the layoff.
3. Laid-off Employees shall retain their seniority for one (1) year following any reduction in force, and such Employees shall be recalled in order of seniority before any new Employee is hired. An Employee being recalled shall be notified by phone and email, using their last known contact information. If the Employee fails to respond within fourteen (14) days of notification, the Company may treat the Employee as having declined the recall.
4. For the avoidance of doubt, an ordinary gap in the Company's show calendar does not constitute a layoff.

### **ARTICLE 8**

#### **Training**

- A. The Company shall establish written training materials on the following subjects:



- General theater policies and procedures and employee manual
  - Use of ADP app
  - Emergency and evacuation procedures
  - Ticket scanning and mobile app assistance
  - Security procedures and bag check
  - Assisting disabled patrons
  - Restroom attendant procedures
  - Audience services desk procedures
  - VIP Room check-in procedures
- B. Each Employee shall be trained on the following subjects at an orientation session for newly-hired Employees:
- General theater policies and procedures and employee manual
  - Use of ADP app
  - Emergency and evacuation procedures
  - Basic assistance for disabled patrons
- C. Each Employee shall be trained on the following subjects within the Employee's first thirty (30) shifts worked:
- Ticket scanning and mobile app assistance
  - Security procedures and bag check
  - Assisting disabled patrons with wheelchairs and other mobility equipment
  - Restroom attendant procedures
- D. The Company shall provide opportunities for training on the following subjects on an as needed basis and shall maintain rosters of all Employees who have been trained on each subject.
- Audience services desk procedures
  - VIP Room check-in procedures
  - Train the Trainer

## **ARTICLE 9**

### **Hours of Work and Working Conditions**

- A. **MINIMUM CALLS.** All shifts shall be paid a minimum of four (4) hours except in the event of a late arrival or an early voluntary departure. Each performance shall require its own new shift and minimum call. All time worked in excess of four (4) hours shall be paid in fifteen (15) minute increments.

**B. TIMEKEEPING AND WORK WEEKS.**

1. All Employees must record their hours as directed by the Company.
2. The work week and payroll period shall be midnight Monday through 11:59 p.m. Sunday. Payday is Friday, for work performed during the previous week. For example, if an Employee starts work on a Tuesday, that Employee's first paycheck will be issued on Friday of the following week.
3. Direct deposit will be offered to all Employees. Checks will be mailed to Employees who do not enroll in direct deposit.

C. **DAILY OVERTIME.** All hours worked in excess of eight (8) hours in a day shall be paid at time and one-half (1.5x) the Employee's base hourly rate. All hours worked in excess of twelve (12) hours in a day shall be paid at two times (2x) the Employee's base hourly rate.

D. **WEEKLY OVERTIME.** All hours worked in excess of forty (40) hours in a work week shall be paid at time and one half (1.5x) the Employee's base hourly rate.

E. **OVERTIME CALCULATION.** Only hours actually worked will be utilized for the purposes of the overtime calculation.

F. **CALL CANCELLATION.** In the event the Company wishes to cancel a call it shall notify the affected Employees at least twenty-four (24) hours in advance of the scheduled start of the call. In the event the Company does not provide such notice, the Employee so affected shall be paid the applicable minimum call(s) set forth in Paragraph A of this Article absent a Force Majeure event.

G. **3<sup>RD</sup> SHIFT IN A DAY.** In the event an Employee works a third shift in a day, the Employee shall be paid at time and one half (1.5x) for such shift.

H. **SEVENTH DAY.** In the event an Employee works seven (7) or more consecutive days, regardless of the work week, the Employee shall be paid at time and one half (1.5x) the Employee's base hourly rate for each hour worked on the seventh (7<sup>th</sup>) consecutive day, and all additional consecutive days until the Employee receives a day off.

## **ARTICLE 10**

### **Holidays**

All Employees shall be paid time and half (1.5x) their base hourly rate for all hours worked on the following holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day,

Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

## **ARTICLE 11**

### **Meal and Rest Periods**

- A. MEAL PERIODS. The Company shall provide meal periods in accordance with California law.
  - i. For any day in which a meal period is not provided in accordance with California law, the Employee shall be paid an additional hour of pay at their straight time hourly rate in addition to all other compensation due.
- B. REST PERIODS. In addition to meal periods provided pursuant to Paragraph A of this Article, every Employee covered under this Agreement shall be entitled to (i) a rest period of fifteen (15) minutes for every four (4) hours of work or major fraction thereof during shifts when the performance includes an intermission and (ii) a rest period of ten (10) minutes for every four (4) hours of work or major fraction thereof during shifts when the performance does not include an intermission. Such rest periods shall be considered time worked for all purposes under this Agreement and shall be paid at the Employee's prevailing hourly rate.
  - i. For any day in which a rest period is not provided within the above parameters, the Employee shall be paid an additional hour of pay at their straight time hourly rate in addition to all other compensation due.

## **ARTICLE 12**

### **Sick Leave**

- A. Employees will accrue one (1) hour of paid sick leave for every thirty (30) hours worked.
- B. Paid sick leave may be used for any reason authorized by federal, state, or local law. An Employee may utilize up to forty-eight (48) hours in a calendar year of available sick leave.
- C. Unused paid sick leave shall carry over to the following calendar year, with the total amount of accrued but unused sick leave being capped at seventy-two (72) hours. Thus, once an Employee has a total of seventy-two (72) hours of accrued but unused sick leave, the Employee will not earn any more sick leave until the Employee uses some

sick leave and causes the total to dip below seventy-two (72) hours. Unused sick leave shall not be paid out at the conclusion of employment.

- D. Sick leave may be used in increments of four (4) hours. An Employee shall provide as much notice as is possible of their need to use sick leave for both unforeseen circumstances and for planned appointments, treatments etc.

## **ARTICLE 13**

### **Bereavement Leave**

Each Employee will be provided paid bereavement leave if a death or critical illness occurs in the Employee's immediate family or as to any person whose association with the Employee is the equivalent of an immediate family relationship. Such leave shall be up to three (3) consecutive days. An Employee shall also be allotted up to two (2) unpaid days of bereavement leave immediately following paid bereavement leave. For purposes of this Article, "immediate family" includes children, parents, stepparents, in-laws, spouse, registered domestic partner, siblings, grandparents, grandchildren, or any person living in the Employee's household. Compensation will be solely for work actually missed, up to a maximum of forty (40) hours per week.

## **ARTICLE 14**

### **Leaves of Absence**

The Company shall comply with the Family and Medical Leave Act, California Family Rights Act, and California Pregnancy Disability Law, and all other state, local, and federal laws concerning leaves of absence. Other leaves of absence shall be granted at the discretion of the Company.

## **ARTICLE 15**

### **Health Insurance**

The Company shall offer Company-sponsored medical insurance, on the same terms such insurance is offered to non-union hourly employees (which may be modified from time to time by the Company in its sole discretion), to the extent required by the Employer Shared Responsibility requirements of the Affordable Care Act.

## **ARTICLE 16**

### **Discipline and Discharge**

- A. Each Employee shall have an initial sixty (60) shift probationary period, during which time they may be disciplined or discharged for any reason and without resort to the grievance procedure.
- B. After their probationary period, an Employee may be disciplined or discharged only for just cause.
- C. Discipline must be issued on an individual basis to each Employee.
- D. Except as otherwise set forth herein, disciplinary action shall be taken in accordance with the philosophy of progressive discipline. Therefore, the Company will endeavor to adhere to the following steps of progressive discipline:
  - 1. Verbal Warning
  - 2. Written Warning
  - 3. Suspension
  - 4. Termination

It is recognized that certain actions are so severe that they can justify immediate discharge, including, but not limited to, theft, violence, gross insubordination, deliberate property damage, drinking alcohol or illegal drug use on the job, or reporting to work intoxicated or under the influence of illegal drugs.

- E. Upon request, an Employee shall be provided representation by a Union Steward or Union Business Representative at all investigative meetings and, except in circumstances that require immediate action, at all meetings at which disciplinary action is issued.
- F. Discipline shall be imposed promptly under the circumstances.

## **ARTICLE 17**

### **Attendance**

- A. ATTENDANCE POINTS

Employees who know that they will be absent or tardy for any reason must notify the Company at least three (3) hours prior to their scheduled shift, unless circumstances are such that reporting timely is impossible (*e.g.*, medical emergency, automobile accident, etc.).

1. Unexcused Absences. If an Employee is absent from work for a reason other than utilization of paid sick leave or another approved leave provided for in this Agreement or by law, such absence shall be considered an “unexcused absence,” and in that event, the Employee may incur discipline.
2. No Call/No Show. A “No Call/No Show” shall be defined as an Employee who does not call or report to work and shall be considered an unexcused absence, and in that event, the Employee may incur discipline.
3. Excused Absence or Tardy. An absence or tardy is not considered “unexcused” if prior approval was granted by the Company, or if the Employee is utilizing FMLA or another leave provided for in this Agreement or by law. Exceptions to allow for an absence or a tardy to be “excused” may be made on a case-by-case basis, in the sole discretion of the Company provided such exceptions are not arbitrary or capricious.
4. Attendance Point Accrual

<b>Absences or Tardies</b>	<b>Points</b>
Excused Absence or Tardy	0
Failure to Provide Sufficient Weekly Availability in a Timely Manner	5
No Call/No Show	5
Late Notice Unexcused Absence	3
Unexcused Absence	2
Tardy	2

Tardy shall be defined as not being present for roll call at five (5) minutes after the scheduled start of the shift.

The Company shall notify an Employee of their total accumulated points to date within ten (10) days of each instance when the Employee accrues a point.

Points shall accumulate and be counted on a rolling 12-month period.

#### B. PROGRESSIVE DISCIPLINE FOR UNEXCUSED ABSENCES AND TARDIES

##### Disciplinary Action Schedule

Final Written Warning	10 points
Termination	15 points

An Employee may not be discharged based upon attendance points if the Employee did not receive a timely Final Written Warning (i.e. within one (1) week of the occurrence that took them over ten (10) points) as set forth above. In such an instance, the Employee may not be discharged until they have accrued an additional five (5) points after receiving a Final Written

Warning, unless the final occurrence triggering the accrual of fifteen (15) or more points occurred within the week before the Final Written Warning could be issued.

## **ARTICLE 18**

### **Health and Safety**

- A. The Company shall make reasonable provisions for the safety of Employees during their hours of employment, and shall make a good-faith effort to correct all conditions that create an unsafe work environment.
- B. Employees shall comply with all health and safety rules and regulations prescribed by the Company.
- C. The Company shall comply with all applicable rules, regulations, standards, and orders issued by federal, state, and local health and safety agencies.
- D. The Union and its members agree to promote and support safety and skills training.
- E. The Company shall promptly investigate complaints of unsafe working conditions. No Employee will suffer retaliation as a result of raising such concerns.
- F. The Company shall provide necessary safety equipment for the work being performed and, if necessary, provide adequate training prior to first use of that equipment.
- G. No Employee shall be required to perform any duty which the Employee in good faith believes would result in abnormally dangerous working conditions.

## **ARTICLE 19**

### **Non-Discrimination**

- A. No Employee shall be the subject of discrimination in hiring or in the workplace by reason of race, color, ethnicity, national origin, HIV status, religion, creed, sex, sexual orientation, gender, gender identity, gender expression, age, physical or mental disability (which may be reasonably accommodated as provided by law), medical condition, veteran status, military obligations, marital status, union membership or participation, or any other characteristic protected by federal, state, or local law.
- B. Prohibited harassment includes unwelcome conduct as provided for under all applicable laws. Any Employee who believes that they are being harassed should immediately report the offending conduct to their supervisor, Human Resources, or any member of management.

- C. The Company will not retaliate in any way against any Employee who complains of discrimination or harassment, assists another in making such complaints, or assists in any investigation of such complaints.
- D. Neither the Union nor an Employee may arbitrate a contractual grievance claiming a violation of this Article with respect to any claim that may be brought by any party in any other forum under any applicable law. Employees shall retain the right to bring actions for any such claims in any appropriate government agency and/or court of competent jurisdiction.

## **ARTICLE 20**

### **Lockers and Break Room**

- A. Each Employee shall be provided with the use of a secure locker and an appropriate changing area during their shift.
- B. The Company shall provide a break room for use by Employees. Such break room shall include seating, a table, and filtered water.

## **ARTICLE 21**

### **Union Access and Stewards**

- A. Upon providing reasonable written notice (which may be by email), the Business Representative or a representative of the Union is to be admitted for legitimate Union activities related to the fulfillment of this Agreement at all reasonable times to the areas where any work covered by this Agreement is performed, provided there is no unreasonable interference with the Company's business.
- B. The Union may appoint one (1) or more union Stewards. Stewards shall be permitted to conduct necessary union business during paid scheduled working hours, provided such union business does not interfere with performance of work. The Company shall not discriminate or retaliate against union stewards due to the performance of their duties, but nothing herein shall allow a Steward to neglect their regular work duties as assigned by management.
- C. The Company is not required to pay a Steward for attending a meeting or otherwise conducting union business outside of the Steward's scheduled working hours.



## **ARTICLE 22**

### **Program Credit**

All house programs shall include the following notice:

*Ushers*.....I.A.T.S.E. Local B-192

## **ARTICLE 23**

### **Grievance and Arbitration**

- A. Step 1: Any dispute concerning the interpretation and/or application of this Agreement shall be adjusted first by the designated Union representative and the designated Company representative, not later than thirty (30) calendar days after the event giving rise to the grievance, or thirty (30) calendar days after reasonable notice of the event giving rise to the grievance, whichever is later. The response to any grievance shall be issued within fourteen (14) calendar days after receipt of the grievance. A failure to respond in writing within the fourteen (14) calendar day period shall be considered a denial of the grievance.
- B. Step 2: If the grievance is not settled at Step 1, a meeting shall be held with an International Representative of the IATSE, during which the Parties shall attempt to adjust the grievance. The responding Party shall issue a written response to the grievance within fourteen (14) calendar days of such meeting. A failure to respond in writing within the fourteen (14) calendar day period shall be considered a denial of the grievance.
- C. Step 3: If not resolved at Step 2, within thirty (30) calendar days of the denial of the grievance at Step 2, either the Union or the Company may demand arbitration of the grievance in writing. Upon receipt of the demand for arbitration the Parties shall attempt to jointly agree upon a single arbitrator. If agreement cannot be reached within ten (10) business days of the date of the demand for arbitration, the Parties shall jointly request that the Federal Mediation and Conciliation Service ("FMCS") furnish the names of nine (9) arbitrators who hear cases in the State of California. Such arbitrators shall be members of the National Academy of Arbitrators. The Parties' respective representatives shall strike names from the list alternately until one single arbitrator's name is left to arbitrate the grievance. The arbitrator's award shall be enforceable in any court of competent jurisdiction. Each Party shall bear its own costs; however, the cost of the arbitrator shall be shared equally.

The arbitrator shall have no authority to add to, detract from, alter, amend, or modify this Agreement. The written award of the arbitrator shall be final and binding on all Parties.

## **ARTICLE 24**

### **No-Strike / No-Lockout**

#### **A. NO-STRIKE / NO-LOCKOUT**

The Union shall not strike against, picket, or boycott the Company, and the Company will not lock out Employees, during the term of this Agreement or until the Company or the Union, as the case may be, has failed to comply with the grievance procedures as set forth in Article 23 of this Agreement or has failed to abide by a final determination.

#### **B. PICKET LINE**

Notwithstanding any other provisions of this Agreement, the Company shall not require any Employee covered hereunder to pass through a legal picket line when the establishment of such picket line has been authorized and approved by the International Alliance of Theatrical Stage Employees, and the refusal of any such Employee to pass through such a picket line shall not constitute a breach of this Agreement by the International Alliance of Theatrical Stage Employees or the Union. Provided, however, the Union itself shall not engage in any sympathy strike, picketing of, or boycott of the Company.

## **ARTICLE 25**

### **Force Majeure**

As used in Article 8, Paragraph F of this Agreement, a "Force Majeure event" shall mean an event or circumstance outside the practicable control of the Company such as fire, chemical or radioactive contamination, earthquakes, floods, sinkhole, gas leak, electrical hazard, epidemic, acts of terrorism or other extreme violence, riot, sabotage, any other Act of God/Nature or like event or circumstance.

## **ARTICLE 26**

### **Labor Management Committee**

The Parties agree to meet on a quarterly basis, if requested by either Party, to discuss issues of mutual concern. The Company's representatives shall include the House Manager and at least one representative of senior management no lower than the Assistant General Manager. An emergency meeting may be requested by either Party to discuss an urgent issue, and the meeting shall be scheduled within five (5) business days of the request.

## **ARTICLE 27**

### **Bulletin Board**

The Company shall provide a bulletin board in, or adjacent to, the break room used by Employees, which may be used by both the Union and the Company to post notices of interest. The Union may post the following types of notices:

- (a) Notice of Union elections;
- (b) Notice of Union appointments and results of Union elections;
- (c) Notices of Union meetings; and
- (d) Such other notices as may be mutually agreed upon by the Union and the Company.

## **ARTICLE 28**

### **Notice of Sale**

The Company shall give the Union sixty (60) days written notice of any intended sale of its facility.

## **ARTICLE 29**

### **Waiver and Severability**

- A. The waiver of any breach of condition of this Agreement by either Party shall not constitute a precedent for any further waiver of any such breach or condition.
- B. This Agreement is a complete writing and excludes all matters from further negotiation for the duration of this Agreement (unless otherwise agreed), whether or not previously mentioned, and except as specifically provided to the contrary herein. Further, this Agreement shall not be amended, changed, altered, or qualified except by an instrument in writing duly signed by both Parties signatory hereto.
- C. The terms and conditions of this contract are joint and several, and if a clause herein shall hereafter be declared illegal by a court or body of competent jurisdiction, the rest of the contract shall not thereby fail or be rendered null and void and inapplicable, but

shall continue in full force and effect, and only the illegal clause shall thereby be rendered null and void and severed from this contract.

## **ARTICLE 30**


### **Duration of Agreement**


This Agreement shall remain in full force and effect from April 1, 2024, until March 28, 2027, inclusive, and shall automatically renew itself from year to year thereafter, unless either Party serves notice on the other in writing at least sixty (60) days prior to March 28, 2027, or any subsequent anniversary date thereof, of its desire to terminate or modify this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective the 1<sup>st</sup> day of April, 2024.


AGREED:

AMUSEMENT AREA EMPLOYEES, IATSE LOCAL B-192:

By   
29C440FF23C5452...  
Nicole Miller  
President

By   
F306099C2A4442E...  
Kevin King  
Business Agent

NED PAN, INC. dba PANTAGES THEATRE:

By   
D750B5F4E29F4C6...  
Jeff Loeb  
President