

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PERFORMING ARTS CENTER AUTHORITY

AND

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES & MOVING PICTURE MACHINE
OPERATORS OF THE UNITED STATES AND CANADA
LOCAL 500**

2026-2029

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Approved:

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For UNION: _____ For PACA: _____

ARTICLE 1

PREAMBLE

This Agreement is entered into by and between the Performing Arts Center Authority (hereinafter referred to interchangeably as “PACA” or “BCPA”) and the International Alliance of Theatrical Stage Employees & Moving Pictures Machine Operators of the United States and Canada, Local 500 (hereinafter referred to interchangeably as “IATSE” or “Union”).

It is the purpose of this Agreement to promote stable and harmonious relations between PACA and Union, to provide equitable adjustment of differences which may arise thereunder, and to contain the agreements of PACA and Union as to wages, hours, and other conditions of employment.

ARTICLE 2

RECOGNITION

In accordance with Certification No. 943 as amended by the Public Employees Relation Commission of the State of Florida on September 27, 2004, in Case No. AC2004-010, PACA hereby recognizes the International Alliance of Theatrical Stage Employees & Moving Picture Machine Operators of the United States and Canada, Local 500 “Union,” as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and conditions of employment for those individuals working in the job classifications as described by Certification No. 943.

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INCLUDED: All head carpenters, head of property, head electricians, head sound persons, head wardrobe, assistant head carpenters, assistant head electricians, assistant head sound persons, flymen, performance operating crew employees, hair dressers, make-up workers, truck loaders, and equipment operators employed at the Broward Center for the Performing Arts.

EXCLUDED: Office clerical employees, box office employees, and all other employees at the Broward Center for the Performing Arts.

ARTICLE 3

JURISDICTION

Section A:

1. Unless otherwise specified, this Agreement covers shows and events performed on the stage and in the audience chamber of the Au-Rene and Amaturio Theaters. As to such, this Agreement shall supersede any and all grievance resolutions and/or settlements previously entered into by PACA and the Union.

2. PACA recognizes that the Union, in general, claims jurisdiction over all carpentry, electrical, lighting, properties, wardrobe, hair and make-up, projection, visual, sound, video, curtains, chair wagons, including the take-in and take-out, loading and unloading of trucks, handling, installation, maintenance, repair, assembling, and dismantling of any and all equipment used in connection with any show or attraction, including rehearsals, meetings, conventions, industrials and any commercial broadcast or live streaming.

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3. PACA agrees that, except for the exceptions set forth within this Agreement, it will not sub-contract work covered by this Agreement.

Section B: Exceptions to Jurisdiction

1. Abdo New River Room/JM Family Studio Theater/Riverview Ballroom.

a. For events presented in the Abdo New River Room, JM Family Studio Theater, or Riverview Ballroom (“BCPA Ancillary Spaces”), the presenters and/or its users shall be allowed to use their own staff, volunteers, and regular employees, and will not be required to utilize workers within the Bargaining Unit or referred by the Union. Notwithstanding the lack of jurisdiction over the BCPA Ancillary Spaces, whenever a technician or operator is requested by a presenter or required by PACA, then, but without establishing jurisdiction as to the BCPA Ancillary Spaces, individuals from Local 500 shall be used pursuant to the terms otherwise applicable and provided within this Collective Bargaining Agreement.

2. This Agreement does not apply to contractors or companies making permanent modifications where warranty or licensing must be assumed by the contractor and/or company. Neither does this Agreement include nor apply to service work performed by manufacturers’ factory representatives.

3. When “Road Crews” are present and/or visiting productions, an individual assigned as an Au-Rene Head will be called when work in the Au-Rene Theater is activated. “Road Crews” will not replace the designated heads. At least one member of the Amaturio House Crew will be on every call.

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4. Outside equipment under the scope of this Agreement shall use workers covered by this Agreement for all work relating to such equipment under the terms and conditions of this Agreement. However, when specialized equipment or special effects are obtained by PACA or a presenter and the rental company providing the specialized equipment requires its own employees to operate the equipment, additional Bargaining Unit workers will not be called to operate the specialized rental equipment, unless PACA feels the interest of the Center warrants additional House Crew personnel on the applicable call. These rental companies and their employees will not operate PACA equipment. House crew members will not be displaced if already on the applicable call by rental employees. Work such as running cables, assembling scenery, hanging and plugging lights, and/or stacking speakers shall be performed by workers within the Bargaining Unit. For purposes of this provision, “specialized equipment” or “special effects” shall mean such equipment or special effects that PACA does not have in its inventory.

Section C:

Whenever used within this Agreement, the terms “road crew” and/or “regular employees” shall mean any person or persons who are not casual, short term, or temporary laborers hired exclusively for work at the Broward Center for the Performing Arts. Limited term or contracted employees who have been with the show during the production process or at least one previous stop in the tour shall be included within the terms “road crew” and/or “regular employees.” PACA shall have sole and absolute authority to determine if an individual qualifies as “road crew” or “regular employee.”

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ARTICLE 4

REFERRAL & RELEASE OF WORKERS

Whenever used in this Agreement, the words “worker” and “workers” shall mean any person or persons working in any of the job classifications comprising the Bargaining Unit as contained within the “Included” unit as described by Certification No. 943 of the Florida Public Employees Relations Commission.

Section A: Hiring Hall

Except for the House Crew (House crew being defined as heads and assistant heads of the Amaturro and Au-Rene Crew) all workers performing Bargaining Unit work will be referred to PACA or the presenter by the Union through its Hiring Hall.

Section B: Referral Procedure

1. PACA shall notify the Union Business Agent of its manpower requirements in writing and all such requests are to be made at least seventy-two (72) hours in advance of the worker's report to work time. If PACA makes its requests less than seventy-two (72) hours in advance of the report time, the Union will still make its best effort to fill the call and keep PACA notified as to its progress.

2. Twelve (12) hours prior to call's start time, or by 3:00 p.m. of the day prior to the start of the call, whichever is the earliest, the Union, through the Union Steward or Business Representative, will provide to PACA the list of workers which the Union will be referring to PACA for the call, for the positions requested.

3. To fill special needs, PACA shall have the right to request the Union to refer

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specified workers by name or qualifications, from the Union's referral list. All workers referred by the Union shall be selected and referred by Union based upon such recognized factors as ability to perform the services requested and availability for employment. In addition, the Union will grant two (2) requests by name for any crew calls over twenty (20) people. All referrals made by the Union shall be made without discrimination based upon union or nonunion status, race, color, creed, religion, gender, sexual orientation, marital status, age, disability, or national origin of the worker(s). In the event PACA requests and Union fulfills such request for a specified worker by name, said worker shall be paid at either a Crew Head rate or Assistant Head rate, such determination to be at the sole discretion of PACA.

4. Any rigger(s) requested by PACA shall be paid for time worked rigging, but not less than four (4) hours, at the Assistant Head rate as stated in Exhibit A of this Agreement. ETCP Certified Riggers will be paid at the ETCP Certified Rigging Rate. Once rigging work is completed, riggers may be assigned to work in other areas for the duration of the four (4) hour minimum call, but their rate shall not be reduced for the remainder of the load in or load out.

5. In the event the Union is unable to refer the required number of workers, or a particular specialized worker, the Union shall notify PACA of this inability as early as practical, but no later than twelve (12) hours prior to the call's start time. Upon receipt of such notice by and from the Union, or upon submission of a referral list by the union to PACA, PACA shall then have the right to obtain the additional and/or specialized workers from any source as PACA, in its sole discretion, may chose. Provided, however, that all

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such additional and/or specialized workers shall be considered as within the Bargaining Unit and dealt with as workers referred by the Union.

6. Referral workers may be rejected and/or released from a subsequent call within a work week when the subsequent referral will cause the referral worker to exceed forty (40) hours in the same work week, except for the same show and same presenter.

Section C: Truck Loaders

1. Loading and unloading of vehicles containing any show, event, or stage materials, properties, chairs, seats, stands racks, or musical instruments in or out of BCPA will be performed by individuals within the Bargaining Unit, except that drop-offs and deliveries left on the loading dock or in the offices of the following type and/or nature shall not require nor call for truck loaders (workers); i.e., rental band gear, linens, personal gear which travels with performers or road personnel, choral risers, School Board deliveries, vendor deliveries, floral or foliage deliveries, dry cleaning, animals, and freight deliveries.

2. The loading and unloading of trucks (as described, but not excepted within provision 1. immediately above) will be assigned by the Steward to workers in conjunction with all other duties which may be assigned to the worker. However, if a Broadway or Yellow Card show specifically calls for loaders, then the workers assigned to such duty will be restricted to such duty. In this situation a four (4) hour minimum will apply. At the Au-Rene, loaders shall be on every call if more than one truck or trailer arrives.

3. The Steward shall ensure that at least two (2) workers remain with a truck/trailer up to forty (40) feet, and that at least four (4) workers remain with a truck of

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forty (40) feet or longer. Loaders will be assigned, by the Steward, to truck loading duties and shall remain with the truck while active truck loading is proceeding.

4. The Union shall promptly notify PACA should such assignment not be possible. All safety concerns regarding loading and unloading shall first be brought to the attention of the Steward who will then bring them to the attention of PACA.

Section D: Wearing Apparel and Hand Tools.

All workers referred by the Union must wear long pants while working on stage for a presenter.

No sleeveless shirts, apparel with inappropriate images, foul language, or cutoff attire is permitted. Hair must be worn in a safety conscious manner. All workers must wear proper shoes. Specific dress or clothing (excluding costumes) may be required during orchestra performances or when requested by the presenter. Required hand tools are to be brought by each worker, as specified by the Union. If the Union does not provide a tool list to its workers, PACA shall have the right to furnish a tool list. PACA reserves the right to dismiss from a call any worker for noncompliance with this provision. Specific dress or clothing (excluding costumes) may be required during orchestra performances or when requested by the presenter or PACA, including dress blacks (all black attire including black shirts, blouses, pants, socks and shoes).

Section E: Discipline and Release of Workers other than House Crew Positions.

PACA may discipline and/or release workers and direct them to leave the Center for just cause or lack of work, provided the worker(s) is paid the minimum call as set forth below within Article 9, Section B. Notwithstanding the foregoing, workers

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released by PACA for theft on duty, intoxication, or impairment on duty caused by alcohol or a nonprescribed controlled substance, striking a supervisor, sale or possession of illegal substances on duty, and/or intentional destruction of PACA property, shall not be entitled to payment for a minimum call and shall be paid only for time actually worked.

ARTICLE 5

HOUSE CREW

Section A: Crew Heads and Assistant Crew Heads.

1. Selection.

a. Vacancies. Whenever a vacancy exists as to a Crew position, the Union may refer to management any application received by the Union from all Union work lists. Management may refer other application(s) management receives from any and all individuals who wish to apply, without regard to them being on any Union list, to the Union at which time the Union may add such individual to the Union's referral list. Management may, in its sole and exclusive discretion, select an individual as a Crew Head or Assistant Crew Head from among the applications received from the Union, which shall include the individual(s) referred herein by PACA.

b. Rebids. PACA further reserves the right to open house crew positions for rebidding in the final year of the Agreement. On or about July 1 in the final year of the Agreement PACA will provide written notification to the Union that all House Crew positions will be rebid. All House Crew positions will be posted on PACA's website for all candidates to apply. The Union may also refer to management any application

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received by the Union from all Union work lists. Management, in its sole and exclusive discretion, will select an individual as a Crew Head or Assistant Crew Head from among all the applications PACA received, from the Union and other applicants received directly. On or after August 1 of the final year of the Agreement, the Union and those persons selected in the rebid and any prior incumbent in those positions shall be notified in writing of the results of the rebid selections. Those selected shall start work on the date determined by PACA. This process shall in no way be construed as a guarantee of employment for any current or prospective House Crew member or any rights beyond the term of the Agreement, nor shall it supplant any other provision of this Agreement. The exercise of this rebid provision by PACA shall be in accordance with and governed by Article 18 of this Agreement, and shall not be subject to the Grievance Procedure in Article 15 of this Agreement, by either the Union or by the individuals subject to the rebid.

2. Probationary period.

a. Any individual selected to fill a position of Crew Head shall serve a probationary period. The probationary period shall be one hundred and twenty (120) calendar days.

(1) Should any individual not complete the probationary period, and if that individual had held an Assistant Head position immediately prior to being selected for the Head position, the individual may, with the written consent of the Union, be returned to their former Assistant Head position, displacing the individual then holding that position. In such any event, the Union shall not file nor pursue any grievance for either affected individual.

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(2) The provision of the grievance procedure Article shall be available to a probationary Crew Head or Assistant Crew Head, except as restricted in §a.(1), herein above.

Section B: Absences.

1. If a member of the House Crew takes other work in another forum or facility, while work is scheduled for that member of the House Crew, that House Crew member may, at PACA's sole discretion, lose their position on the House Crew and a permanent replacement may be selected pursuant to the procedure set forth within this Agreement, Section A of this Article. However, between June 1 and September 30, in any week where PACA does not provide at least 20 hours of work in a week, House Crew members may take other work in another forum or venue without ability of PACA to dismiss such House Crew members permanently from their positions.

a. The absence of a member of the House Crew for a scheduled personal leave period shall not result in the individual losing his/her House Crew position; unless the individual works during that period of leave in another forum or facility.

2. If a member of the House Crew is not able to work for a continuous twelve (12) week period of time, the individual shall be deemed to have vacated their position as a House Crew member and a permanent replacement will be selected pursuant to the procedure set forth within this Agreement. Provided, however, that to the extent there is any conflict between this provision and the Family Medical Leave Act (hereinafter "FMLA,") the FMLA shall prevail and there will not be deemed any impact requiring nor calling for impact bargaining.

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3. A member of the House Crew may be removed from a call upon obtaining approval from PACA to be removed from the call; however, obtaining approval from PACA shall not alleviate the need for the House Crew member to also obtain approval from the Union Business Agent in order to be removed from the call.

Section C: Temporary Absences.

In the event there is a temporary absence, which shall include jury duty, illness, family emergencies, or similar personal short-term unavailability for scheduled work, PACA may temporarily fill the affected position with any member of the House Crew at PACA's discretion.

Section D:

All individuals named to the House Crew by PACA shall receive the standard hourly rate consistent with their named position, regardless of the position actually filled. The only exception shall be in those situations where a named Assistant Crew Head serves in a designated Crew Head position, in which event that individual shall receive the standard hourly rate specified for a Crew Head.

ARTICLE 6

STAFFING

Section A: Au-Rene Theater.

1. The house Crew for the Au-Rene Theater shall consist of up to nine (9) individuals, comprised of the following job classifications: Head Carpenter, Head of

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Property, Head Electrician, Head of Sound, Head Flyman, Head Wardrobe, Assistant Carpenter, Assistant Electrician, and Assistant Sound. House Crews shall not be considered departmentalized.

2. Whenever the following areas are activated, a member of the Au-Rene House Crew will be assigned to the activated area (however, this individual may be assigned duties in other areas as needed or desired). These areas shall be: carpentry, sound, electrics, and props and wardrobe (as provided for herein). Assignments and referrals in the Au-Rene Theater are subject to the provision contained and set-forth within Article 8, Section C.

3. Crew Heads and Assistant Crew Heads for a particular area will be responsible for all duties and individuals working within their area. The Au-Rene House Crew may be requested to, and shall perform work and duties as directed by PACA in any area, unless prohibited by an applicable "Yellow Card" or presenter. No Crew Head or Assistant Crew Head, will be required to accept a call to work solely in a non-House Crew position. Neither will a House Crew member be required to accept a House Crew call as the Crew Head nor Assistant Crew Head in an area outside their area of designation.

4. Upon reporting to a call, stagehands referred to PACA by the Union shall be assigned by the Steward to a particular Crew Head or Assistant Crew Head and shall work in all areas as directed, unless prohibited by an applicable "Yellow Card" or presenter. Crews shall not be considered departmentalized.

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5. For load-ins, load-outs, and show hours, there shall be a minimum of four (4) individuals from the Au-Rene House Crew called. For all other types of work, no more than one (1) individual from the Au-Rene House Crew shall be required.

6. Road Crews.

An individual designated as an Au-Rene Crew Head will be called when work within the Au-Rene area is activated. Road crews will not replace the designated Crew Head(s).

7. The Head Electrician shall not be required to operate a follow-spot. For a “Yellow Card” show, a Head Carpenter shall not be required to work the flies, except for the house curtain. For safety concerns, during ballets and operas, the head carpenter shall not be required to assume the role of both carpenter and flyman.

8. While the Au-Rene Theater Crew may take referrals for calls within the Amaturro Theater, PACA shall have the right to reject any such referral call should such call schedule the Au-Rene Theater Crew individual to be scheduled for more than forty (40) hours in a work week at The Broward Center for the Performing Arts.

9. Any house crew member who has been scheduled “off,” meaning having no call for a given day, will not be required to accept a call for the day for which the house crew member has been scheduled “off.”

10. PACA staff, including Production personnel, will not perform bargaining unit work or in any way displace bargaining unit workers from legitimate work assignments in the Au-Rene Theater. This does not preclude the occasional drop-off of equipment or Event Coordinator duties or Production Assistant duties.

11. Wardrobe.

Wardrobe will be called whenever Wardrobe is activated for any event, show, or maintenance. Wardrobe will be considered activated in the following situations:

a. When sewing, tailoring, laundry, ironing, or steaming is performed in connection with an event, show, or maintenance.

b. Whenever costumes, which shall not include props, are changed on the stage, not in view of the audience, which shall include wings and quick changes, for any event or show, and which shall include rehearsals.

c. Whenever a wardrobe person is requested by the act, client, presenter, or user.

d. When the event has a paid person performing wardrobe duties with them. The term “paid” person performing wardrobe duties” is to be defined as and limited to, an individual whose primary function is to perform wardrobe duties; or whose function is to perform wardrobe duties during a performance by having readily available, during the performance, a wardrobe kit sufficient to perform a range of wardrobe duties.

e. Whenever the event or show uses the PACA laundry or wardrobe facilities (excluding dressing rooms used as dressing rooms) for shows or event related materials.

f. If assisted dressing is requested or reported to and confirmed by PACA to occur within the dressing room.

Section B: Amaturo Theater.

The House Crew for the Amaturo Theater shall consist of up to five (5) individuals,

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within the following job classifications: Head Carpenter, Head Electrician, Head of Sound, and (2) Assistant Crew Heads in one of the above areas. House Crews shall not be considered departmentalized.

1. There shall be a minimum of one (1) person for any event in the Amaturio Theater, which shall have no department or area activation. Individuals on call in the Amaturio Theater shall perform such duties, work and/or activities needing to be performed for the event taking place herein without regard to title, department, area or function, unless required by a “yellow card” show or requested by the presenter. Additional individuals will be added as deemed necessary by PACA within its sole discretion based upon PACA’s interpretation of the needs of the event, unless required by a “yellow card” show or requested by the presenter.

2. There shall be no specific wardrobe or props calls for any event in the Amaturio Theater. All wardrobe and prop duties and functions shall be handled by the crew on-call for the event, or by the presenter’s employees, staff, or volunteers, unless required by a “yellow card” show or requested otherwise by the presenter.

3. Additional calls within the Amaturio Theater will be given to individuals making up the Amaturio Theater Crew, provided such calls would not require such individual to be scheduled to work at BCPA in excess of forty (40) hours in a work week.

4. The Head Carpenter, Head Electrician, and the Head of Sound from the Amaturio Theater Crew shall be paid at the Head rate. The Assistant Crew Head shall be paid at the assistant rate. All other workers on a call in the Amaturio Theater will be paid at stagehand rates.

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5. Users of the Amaturio Theater shall be allowed to use their own employees, staff, and volunteers, at the presenter's option, to perform all work as the presenter may choose, without any requirement that additional workers be put on the event. Provided, however, that the presenter's employees, staff and volunteers shall not operate PACA's sound, light boards, spotlights, or flyrail without the general guidance and direction of a member of the Amaturio Theater crew already on the call. The Head Electrician shall not be required to operate a follow-spot. For a "yellow card" show, a Head Carpenter shall not be required to work the flys, except for the house curtain. For safety concerns, during ballets and operas, the head carpenter shall not be required to assume the role of both carpenter and flyman. It shall be within the absolute discretion of PACA as to whether any additional individual (beyond the one (1) person minimum) will be required for any event presented within the Amaturio Theater. It shall also be within the sole and absolute discretion of PACA to determine whether or not the individuals used by a presenter falls within the definition of "road crew" or "regular employees" as defined within this agreement.

6. A show requiring video elements shall activate the department. This requirement shall not apply to shows primarily designated as part of PACA's educational offerings. The Video position shall be subject to the provisions of this agreement and shall not constitute a departmentalized position. When a show or outside vendor provides both the equipment and the labor necessary, the department shall not be deemed activated, except in the instance of a "yellow card" show. PACA shall have the right to provide a request list, by name of qualified video technicians from the Union's referral list. If none

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of the qualified video technicians from the request list are available, PACA shall have the right to fill the position outside of the Union.

7. While the Amaturio Theater Crew may take referrals for calls within the Aurene Theater, PACA shall have the right to reject any such referral calls should such call schedule the Amaturio Theater Crew individual to be scheduled for more than forty (40) hours in a work week at BCPA.

8. Any house crew member who has been scheduled "off," meaning having no call for a given day, will not be required to accept a call for the day for which the house crew member has been scheduled "off."

9. PACA staff, including Production personnel, will not perform bargaining unit work or in any way displace bargaining unit workers from legitimate work assignments in the Amaturio Theater. This does not preclude the occasional drop-off of equipment or Event Coordinator duties or Production Assistant duties.

ARTICLE 7

CANCELLATION OF CALLS

Section A:

In the event of the cancellation of a call, should PACA notify the Union Business Agent twelve (12) hours or more in advance of the call PACA shall not be liable for pay to any worker who has been assigned to the canceled call.

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Section B:

Should PACA provide notice of the cancellation to the Union Business Agent less than twelve (12) hours in advance of the start of the call, Union agrees to make all reasonable efforts to contact the workers scheduled for the call and advise them of the cancellation. PACA shall also have the right to attempt to contact workers scheduled for the canceled call. As to all workers who are contacted by either the Union or PACA as to the cancellations, PACA shall not be liable for any payment.

As to any worker who has not been contacted, and who appears for the scheduled call which has been canceled, the worker shall choose one of the following options.

1. Perform such work as PACA may assign and direct, for which the worker shall be paid for all time actually worked, or if less than four (4) hours actually worked, a four (4) hour minimum;
2. the stagehand may elect not to work, in which case the stagehand will not be eligible for a four (4) hour minimum pay, nor any minimum; or
3. should the worker elect to work and PACA have no work to assign the worker, the worker shall in that case be entitled to a four (4) hour minimum pay.

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ARTICLE 8

HOURS OF WORK

Section A: Work Week.

The work week shall commence at 12:01 a.m. on Monday and end at 12:00 midnight the following Sunday. For payroll purposes, a call that begins prior to 12:00 midnight on Sunday shall be considered part of the prior (ending) work week.

Section B: Time Clock.

All workers must register the time when beginning and ending a work assignment at BCPA by means of whatever time-keeping device PACA may utilize.

Section C: Scheduling.

PACA shall have the right and ability to schedule work for stagehands, at PACA's discretion, as to both length of a call as well as to the specific and/or number of calls in a work week. This shall include the right to schedule work for the stagehands so as to avoid individuals from incurring hours in excess of forty (40) hours at BCPA within a work week, unless all hours within the given work week are for the same show and same presenter. At PACA's discretion the House Crew may not be scheduled as to avoid individuals from being a health and safety risk to themselves, the crew, and/or the Presenter. Provided, however, that PACA will endeavor to schedule House Crew individuals so as to provide first the Heads, and then the Assistant Heads, forty (40) hours of work at BCPA per week.

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Section D:

The parties recognize that the Fair Labor Standards Act (hereinafter "FLSA") may require the payment of wages in excess of those agreed upon by the parties within this Agreement. In such instances, the parties agree that the amount required by the FLSA to be paid that is excess of the amount required by this Agreement, may be calculated and paid by PACA. PACA's method of calculating any such excess amounts shall not be grievable.

Section E: Meal-Rest Period.

1. General/Basic Meal/Rest period.

The Steward will see that the work proceeds as rapidly as possible while at the same time ensuring that their crew receives appropriate breaks (as provided for herein), which may occur on a rotated and/or staggered basis.

For each call that exceeds five (5) hours, PACA will give each worker a one (1) hour meal/rest period between three (3) and five (5) hours of commencing work and again prior to the expiration of any subsequent five (5) hour period of work.

Should a worker not receive a one (1) hour meal/rest period within the first five (5) hours of commencing work, then such worker shall be paid—in one-half ($\frac{1}{2}$) hour increments—at the rate of double time of his/her standard hourly rate for all time worked after five (5) hours and until the time the worker has a one (1) hour meal/rest period or to the end of the call if no meal/rest period is given. All such increased rates shall cease upon the worker's taking a one (1) hour meal/rest period or the end of that particular, specific call, whichever shall occur first. Each worker shall be guaranteed at least two (2) hours of

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work after being brought back from any one-hour unpaid meal period.

2. Alternative to one (1) hour Meal/Rest Period.

In lieu of the one (1) hour meal/rest period and increased rates for not being given a one (1) hour meal/rest period, PACA, in its sole and absolute discretion, may elect to do as follows:

a. PACA shall substitute for the one (1) hour meal/rest period an adequate hot (except for lunch) meal unless the individual agrees otherwise, for all workers on the call at PACA's cost, and

b. PACA shall allow each worker a paid thirty (30) minute period, at the rate at which the worker is at that time being paid, in which to eat the meal provided by PACA. Upon PACA's election of this option, work should either cease during the designated thirty (30) minute period or may continue, should the breaks be staggered.

Upon PACA's election of this option, work may continue.

c. PACA shall accommodate reasonable special dietary needs in providing such meals, providing at least 48 hours prior to the expected meal provision is given to PACA.

Approved:

, 2026

For UNION: _____ For PACA: _____

ARTICLE 9

PAY RATES AND CALCULATIONS

Section A:

All pay calculations called for within this Agreement shall be based upon and utilize the “Standard Hourly Rate” set forth within the pay Schedule provided for within this Agreement at attached and incorporated Exhibit A.

Section B:

Upon reporting for a call, and subject to the provisions set forth within Article 7, herein, a worker shall be entitled to a minimum of four (4) hours of pay at the standard hourly rate for that worker even though the worker should actually work for a period of less than four (4) hours. Once an individual has worked a minimum of four (4) hours in any given work day—which hours or any portion thereof may be for a variety of and/or different presenters, and which may encompass different types of work and/or calls—that worker shall not be entitled to nor paid for any minimum thereafter for hours not actually worked, unless there is an interruption in the work or call in that work day for a period in excess of two and one-half (2 1/2) hours, in which event, upon resuming work the worker shall be entitled to a minimum of four (4) hours of pay at that worker’s standard hourly rate even though the worker should actually work for a period thereafter of less than four (4) hours, such that the individual is entitled to the difference, if any, at the standard hourly rate for four (4) hours work.

Approved: , 2026

For UNION: _____ For PACA: _____

Section C:

Workers shall be paid in one-half (½) hour increments for all time worked in excess of any four (4) hour minimum.

Section D:

1. Unless otherwise provided for within this Agreement, all hours worked as well as all minimums due shall be paid at the “Standard Hourly Rate” set forth within the pay Schedule provided for within this Agreement at Exhibit A.

2. All overtime hour rates and payments shall be calculated based upon the “Standard Hourly Rate” set forth within the pay Schedule provided for within this Agreement.

Section E:

While working for the same presenter and the same event/shows, all workers working between the hours of 12:00 midnight and 8:00 a.m., shall be granted a minimum of an eight (8) hours rest period between the end of the worker’s call and the start of the next call. Any worker not receiving this rest period will be considered on a “turn-around” and will be paid at the “double time” rate (two (2) times the straight time rate). In the event that the “turn-around” shall fall on a holiday or the “seventh consecutive day” for the same attraction then double the straight time rate shall prevail. The turnaround conditions will continue until such time as the eight (8) hour rest period, if any, would have ended. Provided, however, that the provision of the paragraph shall only apply to hours actually worked.

Approved: , 2026

For UNION: _____ For PACA: _____

Section F:

In the event a worker reports late by ten (10) minutes or more after their scheduled call time, without prior approval from PACA or Steward, the worker shall be deducted thirty (30) minutes of pay, at the prevailing rate, for each thirty (30) minute period, or portion thereof, that elapses from the scheduled call time until the worker has signed in. Such deductions shall also apply against the worker's guaranteed minimum.

ARTICLE 10

RATES

Section A: Time and One-Half.

All hours worked between 12:00 midnight and 8:00 a.m. shall be paid at the one and one-half (1½) standard hourly rate. All hours worked after eight (8) hours on the same show, for the same presenter, shall be paid at one and one-half (1½) standard hourly rate.

Section B: Seventh Day.

1. In the event a worker works the seventh (7th) consecutive day for the same show presented by the same presenter, the worker shall be paid at the time and one-half (1½) standard hourly rate for all hours worked on the seventh (7th) consecutive day.

2. For purposes of pay calculations under this subsection only, a call which starts prior to mid-night of the sixth (6th) consecutive day for the same show presented by the same presenter, and which extends past midnight shall not be considered as "the seventh (7th) consecutive day" unless that calls extends past 3:00 a.m., in which event all

Approved: _____, 2026 For UNION: _____ For PACA: _____

hours worked on that call past 3:00 a.m. shall be paid at the rate provided for in Section B.1., above, as a seventh (7th) consecutive day.

Section C: Double Time.

1. Rate.

Double time referred to in the Agreement shall be two (2) times the standard hourly rate.

2. After Sixteen Hours.

After working for sixteen (16) hours in the same day for the same show and the same presenter, all hours shall be at the Double time the standard hourly rate.

ARTICLE 11

SERVICE GRATIS

No worker covered under this Agreement shall be permitted at any time for any reason to give his service gratis without permission from the Union.

ARTICLE 12

FRINGE BENEFITS

Section A Fringe Benefits-Fund Contribution.

PACA agrees to be bound by all of the terms and conditions of the Agreement and Declaration of Trust for each respective Fund, to wit: (1) the IATSE National and Health Welfare Fund, and (2) the IATSE Annuity Fund, all as restated September 22, 2005, and

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For UNION: _____ **For PACA:** _____

as amended respectively, and each respective Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to contributions due as set forth hereinbelow.

The Union further agrees to indemnify and hold harmless PACA from any and all liability arising from any deductions provided for in this Article.

Section B: Health and Welfare Fund.

In addition to other benefits required to be paid by this Agreement, PACA agrees to pay, on behalf of the workers covered by this Agreement, a portion of the gross wages into the IATSE National Health and Welfare fund (PO Box 11944, Newark, NJ 07101-4944; checks made payable to IATSE National Benefit Funds) as follows: a sum equal to twenty percent (20%) of the gross wages commencing October 1, 2024. PACA will also submit such reports as may be required within ten (10) days following the end of the payroll period in which the work has been performed.

Section C: Annuity.

In addition to all other benefits required to be paid by this Agreement, PACA agrees to pay a sum equal to seven percent (7%) of the gross wages commencing October 1, 2024 into a separate fund (PO Box 11944, Newark, NJ 07101-4944; checks made payable to IATSE National Benefit Funds) known as the IATSE National Annuity fund.

Section D:

Contributions shall be paid within ten (10) days of the close of each of PACA's payroll period and shall be accompanied with a reporting form specifying the names of the workers, their respective social security numbers, the dates of employment, and their

Approved: , 2026

For UNION: _____ For PACA: _____

gross earnings during the period covered.

Section E:

PACA agrees to provide, at mutual schedule convenience to both PACA and Union, its facilities at no rental cost for the purposes of training of Union members and other technicians in appropriate stagecrafts up to ten (10) days per calendar year. In the event of such training provision, Union shall be responsible for all hard costs incurred by PACA or its subcontractors in the execution of the training session.

ARTICLE 13

HOLIDAYS

All hours actually worked on a holiday listed below, shall be paid at one and one-half (1½) times the standard hourly rate. There is no pay for these days for hours not worked, except as may be required in order to provide a four (4) hour minimum, in which case the non-worked hours of the four (4) hour minimum will be paid at one and one-half (1½) times the standard hourly rate. The following table defining observance of the Holiday shall determine the particular day for which this pay provision applies.

Approved:

, 2026

For UNION: _____ For PACA: _____

<u>Holiday</u>	<u>Actual Date</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Easter	Easter Sunday
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Christmas Eve after 5:00 p.m.	December 24
Christmas Day	December 25
New Year's Eve	December 31

The determination of whether the Holiday pay rate shall be paid for a call, in its entirety, shall be determined by the day on which the call begins. (If a call begins on a Holiday, the entire call will be paid at Holiday rates regardless of when the call may conclude; and, if a call begins before 12:01 a.m. on a holiday, the rate of pay shall be the standard hourly rate, until 12:01 a.m. of the holiday when Holiday rates apply. All hours worked after eight (8) hours on a Holiday, and all hours worked between 12:00 AM and 8:00 AM on a Holiday shall be paid at 2 times the standard hourly rate.

Approved:

, 2026

For UNION: _____ For PACA: _____

ARTICLE 14

BEREAVEMENT LEAVE

In the event of death of a member of the immediate family (defined as: spouse, child or stepchild, parent or stepparent, sister or stepsister, brother or stepbrother, mother-in-law or father-in-law, brother-in-law, sister-in-law, or grandparent of worker or worker's spouse) of a member of the House Crew, the member of the House Crew shall have available, up to twenty-four (24) hours of paid time, within the fiscal year, to take off from previously scheduled calls. In order to be paid for bereavement leave, the individual must provide PACA with such proof of the death of the included family member and a means by which PACA can establish the relationship between the individual and the deceased.

ARTICLE 15

GRIEVANCES AND ARBITRATIONS

Section A:

All grievances shall use the grievance procedure set forth within this

ARTICLE.

1. All grievances shall be in writing, signed by the worker and/or Union Representative, and submitted to the Director of Production or her/his designee within seven (7) calendar days of the event giving rise to the grievance. The written grievance shall contain the basis of the grievance and the portion(s) of the Collective Bargaining

Approved:

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For UNION: _____ For PACA: _____

Agreement believed to have been breached. Every grievance shall include a specific, identifiable, quantifiable remedy. Failure to submit the grievance within seven (7) calendar days shall be deemed a waiver of the right to grieve the issue.

2. Within seven (7) calendar days, the Director of Production, or designee, will provide to the worker (as applicable) and Union Representative, in writing, the basis and disposition of the grievance. If the Worker/Union is satisfied with the disposition, the grievance shall terminate at that time. Should PACA offer the remedy requested within the grievance, as the disposition of the grievance, the grievance shall terminate at that time and shall not be pursued further by the Worker/Union. Should a written disposition of the grievance not be provided to the Worker/Union within seven (7) calendar days, the grievance shall be deemed as denied as of the due date and the Worker/Union shall have the right to take the grievance to the next step.

3. If the Worker/Union is not satisfied with the disposition of the grievance by the Director of Production, or designee, or if no written disposition is received within seven (7) calendar days, the Worker/Union may submit the grievance to the President of BCPA/PACA, or his /her designee, either of whom may seek a different remedy within seven (7) calendar days. Failure to submit the grievance to the President within seven (7) calendar days shall act as, and shall in fact be, a waiver of the grievance.

4. Within seven (7) calendar days the President of BCPA/PACA, or his/her designee, shall meet with the Union Representative to discuss the grievance. Within seven (7) calendar days of that meeting, the President, or designee, shall provide, in writing to the worker and Union Representative the disposition of the grievance. If the

Approved:

, 2026

For UNION: _____ For PACA: _____

Union is satisfied with the disposition of the grievance by the President, the grievance shall terminate at that time. Should PACA offer the pending remedy requested within the grievance, as submitted to the President, as the disposition of the grievance, the grievance shall terminate at that time and shall not be pursued further by the Union.

5. If the Worker/Union is not satisfied with the disposition of the grievance by the President, or designee; or, if no written disposition is received within seven (7) calendar days, the grievance, which may seek a different remedy, shall be submitted to a monthly grievance meeting attended by the Union President, Business Agent, and appropriate Union Steward(s) for the Union, and the President, Director of Production, or their designees, and appropriate management officials for PACA.

6. The monthly grievance meeting shall be held during the last ten (10) days of the month for the purpose of resolving all grievances which have been disposed of at the level of the President of BCPA/PACA, as of the fifteenth (15th) of that month.

7. Grievances which are not resolved at the monthly grievance meeting or, by mutual agreement, referred to a later meeting, may be submitted by either party or jointly to final and binding arbitration. The parties may mutually agree to the consolidation of like grievances or the consecutive presentation of grievances on one or more arbitration hearing days.

8. By separate written mutual consent, PACA and the Union may designate an individual to serve as a permanent arbitrator or permanent alternative arbitrator, who shall be mutually selected by the parties.

Approved: , 2026

For UNION: _____ For PACA: _____

Section B:

1. The cost of any arbitration shall be split equally between the Union and PACA. Each party shall be responsible for any additional expense it chooses to incur, including attorney's fees. Hearings shall be held at an agreed upon location available without cost.

2. The time limits provided for within this Article shall be strictly observed unless an extension is requested in writing prior to the expiration of the time period.

3. The adjustment of any grievance shall not be inconsistent with the provisions of this Collective Bargaining Agreement. No remedy may be awarded in excess of that requested at step three (3).

4. The Arbitrator shall be prohibited from modifying, changing, adding to, or subtracting from the terms of the Collective Bargaining Agreement or any supplementary written approved amendment entered into mutually by the Union and PACA.

5. The parties agree that the settlement of any grievance by the Union and PACA prior to the rendition of a decision by an arbitrator shall not constitute an admission that the Collective Bargaining Agreement has been violated nor shall such settlement constitute a precedent for the interpretation or application of the provisions of the Agreement.

6. The decision of the Arbitrator shall be final and binding on the Union, PACA, and as applicable a presenter.

Approved:

, 2026

For UNION: _____ For PACA: _____

ARTICLE 16

NO STRIKE–NO LOCK OUT

The Union shall not strike against, picket, or boycott PACA, and PACA will not lock out workers during the Term of this Agreement.

ARTICLE 17

NONDISCRIMINATION

PACA and the Union agree that no individual or worker will be discriminated against because of race, color, creed, religion, national origin, age, disability, marital status, sex, or sexual orientation.

ARTICLE 18

MANAGEMENT RIGHTS

The management and conduct of the business of PACA, the direction of its working forces, and its control and discretion over its organization and operations remains within the exclusive right of PACA. This shall include, but shall not be limited to, the right, subject only to the express terms of this Agreement, to do the following:

- 1- Hire and relieve workers from duty because of lack of work or for any other legitimate reason;
- 2- classify, assign, schedule, determine starting times and shifts, subcontract,

Approved:

, 2026

For UNION: _____ For PACA: _____

- transfer and promote workers;
- 3- discipline or discharge workers for just cause in writing;
 - 4- promote efficiency and productivity in the operation of PACA; and
 - 5- conduct drug testing pursuant to mutually agreed upon rules and procedures, as may be amended by mutual agreement from time to time.

This also includes the right to publish such rules and regulations, not inconsistent with the terms and conditions of this Agreement, as PACA considers to be necessary and appropriate for the effective conduct of its business. However, the exercise of such rights shall not preclude workers or their representatives from raising grievances, should decisions on the above-stated matters have the practical consequence of violating the terms and conditions of this Agreement.

ARTICLE 19

PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no deviation from the terms hereof shall be

Approved:

, 2026

For UNION: _____ For PACA: _____

predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Article 21, below.

ARTICLE 20

INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter,” refer to this Agreement as a whole and not to a particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

Approved:

, 2026

For UNION: _____

For PACA: _____

ARTICLE 21

AMENDMENTS

This Agreement may be revised or renewed by written agreement signed by both parties. No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and duly executed by PACA and the Union. Such Amendment may also be in the form of a Letter of Understanding, subject to the same conditions.

ARTICLE 22

NONRIDICULE

PACA and the UNION will use their best efforts to see that no employee of PACA, board member, officer, management or labor, shall be subjected to ridicule or abuse.

ARTICLE 23

ACCESS TO PREMISES

It is mutually agreed that the Business Agent or the Union's accredited agent(s) shall be admitted on or in the premises on Union business.

ARTICLE 24

PUBLICITY, PROMOTION, NEWS COVERAGE

PACA, an authorized photographer, and/or accredited media may photograph a rehearsal or performance or any portion thereof, for the purposes of publicity, promotion, or news coverage without additional compensation to any workers. PACA shall be responsible for the authorized photographers and/or authorized media.

In the event photographs are taken on the stage, not during a regular performance or rehearsal, PACA shall employ one (1) individual at the applicable head rate. Should PACA require changing of any other theatrical equipment, PACA shall employ additional workers as needed.

ARTICLE 25

ACCOUNTING PROCEDURES

Current accounting procedures will remain in effect until such time as an alternate method of calculating hours worked is agreed upon between PACA and the Union.

ARTICLE 26

DUES CHECK-OFF

Upon the receipt of the signed authorization from any of the workers involved, the payroll company or PACA (if PACA elects to process payroll hereunder) shall deduct weekly, from the worker's pay check, such initiation fees and dues as are

Approved: , 2026

For UNION: _____ **For PACA:** _____

payable by him or her to the Union during the period provided for in said authorization, and shall be remitted to the Union on a weekly or biweekly (if PACA elects to process payroll hereunder) basis within ten (10) days following the end of each week.

PACA shall use its best efforts to provide bargaining unit workers the option to elect to have direct deposit.

ARTICLE 27

UNION STEWARDS

PACA will not discriminate against the Union Steward(s) for the proper performance of his or her duties.

ARTICLE 28

EFFECTIVE DATE AND TERM OF AGREEMENT

Section A: Effective Date.

This Agreement shall be effective for a period of approximately three (3) years, commencing on the October 1, 2026, and terminating on September 30, 2029. Negotiations for the next contract shall begin no later than July 1, 2029.

Section B: Term of Agreement.

The terms contained and set forth herein shall not be applied retroactively from the effective date of this Agreement.

Approved:

, 2026

For UNION: _____ For PACA: _____

ARTICLE 29

SEVERABILITY

The terms and conditions of this Agreement are joint and several, and if a clause herein shall be declared illegal by a court or body of competent jurisdiction, the rest of the Agreement shall not fail or be rendered null and void and inapplicable, unless the meaning of a remaining provision is altered as a result of the loss of the illegal provision, and only such provision(s) shall thereby be rendered null and void and severed from this Agreement.

ARTICLE 30

SAFETY

It is the responsibility of all workers to bring to the attention of PACA matters of safety and safety concerns. PACA is committed to taking all reasonable steps to maintain a safe facility and working environment.

ARTICLE 31

LETTERS OF UNDERSTANDING

PACA and the Union agree that, from time to time, a Letter of Understanding, duly executed with the same or similar formality as this Agreement, may be attached to and incorporated within this Agreement. Any such Letter shall be given full effect from the time it is incorporated within this Agreement until the termination thereof.

Approved: _____, 2026 For UNION: _____ For PACA: _____

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives, as of this _____ day of _____.

**LOCAL 500 OF THE INTERNATIONAL
ALLIANCE OF THE THEATRICAL STAGE
EMPLOYEES AND MOTION PICTURE
MACHINE OPERATORS OF THE UNITED
STATES AND CANADA, AFL-CIO**

**FOR THE PERFORMING ARTS
CENTER AUTHORITY**

BY: _____
Michael McCarthy, Business Rep.

BY: _____
Alan Hooper, Chair

DATE: _____

DATE : _____

BY: _____
Brian Harris, President

BY: _____
Ty Sutton, President & CEO

DATE: _____

DATE: _____

Approved:

, 2026

For UNION: _____

For PACA: _____

Exhibit A

Pay Schedule for Au-Rene and Amaturo Theaters

Classifications	10/1/2026- 9/30/2027	10/1/2027- 9/30/2028	10/1/2028- 9/30/2029
Steward	40.13	41.53	42.78
Crew Head/ ETCP Cert. Rigger	39.25	40.62	41.84
Hair & Make-Up Department	39.25	40.62	41.84
Asst. Head/ Non-Cert. Rigger/ Camera Op	37.22	38.52	39.68
Stagehands	33.46	34.63	35.67
Maintenance Rate	Steward: 36.12 Head: 35.32 Assistant: 33.50	Steward: 37.38 Head: 36.56 Assistant: 34.67	Steward: 38.50 Head: 37.66 Assistant: 35.71

Approved:

, 2026

For UNION: _____ For PACA: _____

Exhibit B

Au-Rene Theatre

This Exhibit B sets forth the additional fees that are payable to the "Performance Running Crew" if a performance or event at the Center is recorded or distributed for Commercial Purposes. The Center shall not be required to pay any additional fee for any recordings made for Archival purposes, Non-Commercial Purposes, distribution by a news outlet, or a Fair Use by an audience member.

The Center shall use reasonable efforts, under the circumstances, to provide an Intent to Record form prior to load-in stating the purpose of the recording. Recording shall be defined as including filming over various media or taking multi-track audio, as well as any derivative works, edits, cuts, adaptations, samples, sound bites, trailers, loops and outtakes, notwithstanding technology or equipment that is used to record, store, retrieve, broadcast, transmit, display, perform, distribute or otherwise exploit the media, including formats now in existence or invented in the future. The term "Performance Running Crew" shall mean only those Personnel who actually perform bargaining unit work during the course of the run of the performance or event.

A Commercial Purpose shall be defined as any work where Personnel perform work that is recorded or distributed for exploitation or sale of a Commercial Product. A Commercial Product shall be defined as a good sold or traded in the course of business or offered to the public for lease, license or sale. The fee paid with respect to a production by a not-for-profit entity shall be one-half (50%) that paid by a for-profit entity.

A Non-Commercial Purpose shall be defined as any work where Personnel perform work that is recorded or distributed for archival, promotional, publicity, charitable or educational purposes. I.E. - Non-Commercial (Private Use, , Broward County School Graduations, or Other Distribution of a Non-Commercial Product.)

Approved: _____, 2026 For UNION: _____ For PACA: _____

The fees set forth in this Schedule will have benefits and payroll fees added and shall be based on

1. Commercial 1 (Internet, Free Radio, Free Streaming, CCTV, Public Television, Podcast, or Other Distribution not for Sale)

	2026-2029
technician for-profit	\$200
technician non-profit	\$100

2. Commercial 2 (Pay-Per-View, Paid/Subscription Radio, Paid/Subscription Streaming, Broadcast Television, Motion Pictures, Paid Public Display or Performance, or Other Distribution for Sale)

	2026-2029
technician for-profit	\$300
technician non-profit	\$150

In the event a fee is paid for the exploitation of a performance or event at one level and that performance or event is subsequently exploited at a higher level, the fee payable shall be the difference between the fee payable at the higher level and the fee already paid.