

AGREEMENT

between

CITY OF BOSTON

and

INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES ("IATSE"), LOCAL 11
AFL/CIO

Effective
July 1, 2024 - June 30, 2027

Prepared by the City of Boston Office of Labor Relations

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AGREEMENT

THIS AGREEMENT is made under Chapter 150E of the General Laws, by and between the City of Boston, hereinafter called "City," or "Municipal Employer," acting by and through its Mayor or its Office of Labor Relations, and the International Alliance of Theatrical Stage Employees, Local 11, AFL-CIO, hereinafter called "IATSE" or the "Union."

INTRODUCTION

WHEREAS the above-cited statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively with their Municipal Employer; and

WHEREAS the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony; and

WHEREAS the parties to this Agreement consider themselves mutually responsible to improve public service through the creation of increased morale and efficiency;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE I PERSONS COVERED BY THIS AGREEMENT

The City recognizes the Union as the exclusive representative, for the purpose of collective bargaining relative to wages, hours, and other conditions of employment, of the following employees in the service of the City: all full-time and regular part-time Special Events Department employees, including event techs, stage workers, and sound workers employed by the City, but excluding all managerial employees, confidential employees, casual employees and other employees employed by the City.

ARTICLE II NON-DISCRIMINATION

The City and Union agree not to discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Union, or on account of race, religion, creed, color, national origin, ethnicity, sex, sexual orientation, gender identity, veteran or active military status, disability, or age. The parties agree that the concepts of Equality and Diversity, as articulated in City policies, shall be applied consistent with the terms of this Agreement.

ARTICLE III PAYROLL DEDUCTION OF UNION DUES

Section 1. The City agrees to deduct the voluntary membership dues from the weekly or biweekly pay for those bargaining unit members who authorize in writing that such

deductions be made. Such deduction authorization shall remain in effect until the deduction form is revoked in writing by the bargaining unit member. Bargaining unit members authorizing deductions shall use the deduction form agreed upon by the City and the Union.

Section 2. The Union agrees to indemnify the City for damages or other financial loss, which the City may be required to pay or suffer by an administrative agency or court of competent jurisdiction, as a result of the City's compliance with Section 1 of this Article.

ARTICLE IV MANAGEMENT RIGHTS

Section 1. The City shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, without limitation, the exclusive right of the City to issue reasonable rules and regulations governing the conduct of the Department, provided that such rules and regulations are not inconsistent with the express provisions of this Agreement.

Section 2. Reduction in Force. The City shall not be deemed limited in any way in the exercise of its rights to discontinue operations in whole or in part, or to discontinue their performance in whole or in part, by employees of the City, to eliminate all or some jobs within existing job classification, or to layoff or terminate personnel.

ARTICLE V DISCIPLINE AND DISCHARGE

Section 1. No employee who has completed six months of actual service shall be disciplined, suspended without pay, demoted or discharged except for just cause. Any period or periods during the first six (6) months of service for which an employee is not paid (including as little as one (1) day) or any period or periods during the employee's first six (6) months of service for which an employee uses paid time off, shall extend the probationary period by that amount of time.

When an employee elects to proceed under the grievance and arbitration procedure with the Union's approval, such dispute may be processed under the contract grievance and arbitration procedure, in which case the contract grievance and arbitration procedure shall be the exclusive procedure for resolving such grievance in accordance with General Laws, Chapter 150E, Section 8.

ARTICLE VI GRIEVANCE PROCEDURE

Section 1. Only matters involving whether the City is complying with the express provisions of this Agreement shall constitute grievances under this Article.

Section 2. Grievances shall be processed as follows:

Step 1. The Union representative, with or without the aggrieved employee, shall present the grievance in writing, which may be served by via letter or email, to the Department Head, or his/her delegate in the Department. The Department Head, or his/her delegate, shall either settle the grievance or schedule a hearing on the grievance within five (5) calendar days, excluding Saturdays and Sundays, after he/she receives it and shall issue his/her written answer thereto within five (5) calendar days, excluding Saturdays and Sundays, after the hearing.

Step 2. If the grievance is not resolved at Step 1 within six (6) calendar days, excluding Saturdays and Sundays, the grievance may be submitted to the City's Office of Labor Relations ("OLR"), which shall schedule a hearing within ten (10) calendar days after it receives the grievance. Conducting the hearing shall be one or more of the staff of the OLR. In addition, the City may utilize other persons as the OLR may from time to time designate.

Step 3. If the grievance is not resolved at Step 2, within twenty (20) days of the Step 2 response, the Union, and only the Union, may submit the grievance to arbitration. The arbitrator shall be selected by the mutual agreement of the parties. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection shall be made. Expenses for arbitrator's services shall be shared equally by the parties. The parties agree in principle to use the expedited arbitration procedure of the American Arbitration Association whenever feasible.

Section 3. Written submissions of grievances at Step 1 shall be on forms to be agreed upon jointly, and shall be signed by the representative of the Union filing the grievances. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the City's representative and the Union representative reaching the adjustment. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the City's representative and the Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

Section 4. A grievance shall be deemed waived if:

(a) not presented in writing at Step 1 within twenty (20) calendar days of the occurrence, or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based;

(b) not presented to OLR within twelve calendar (12) days after Step 1;

(c) not submitted to arbitration within forty-five (45) days after presentation at Step 2 or after twenty (20) days after receipt of Step 2 response. "Submission to arbitration" means E-file a letter to American Arbitration Association, and a copy to OLR, or, if applicable, E-filed at the Massachusetts Department of Labor Relations (DLR), and a copy sent to the OLR.

Section 5. A written list of Union representatives in the Department shall be furnished to the

Department Head and OLR immediately after their designation, and the Union shall notify the appointing authority of any changes.

Section 6. Any incident, which occurred or failed to occur prior to the effective date of this Agreement, shall not be the subject of any grievance hereunder.

Section 7. The arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall submit in writing his/her decision within thirty (30) days after the conclusion of testimony and argument, or as soon as practicable thereafter, unless extended by mutual consent. The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of this Agreement.

ARTICLE VII NO-STRIKE CLAUSE

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the City, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, stoppage, slowdown or withholding of services and to return to work forthwith.

Section 3. In consideration of the performance by the Union of its obligations under Section 1 and 2 of this Article, there shall be no liability on the part of the Union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Union.

ARTICLE VIII STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the City's Office of Labor Relations and the Union.

Section 2. The failure of the City or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the City or of the Union to future performance of any such term or condition, and the obligations of the Union and the City to such future performance shall continue in full force and effect.

ARTICLE IX
HOURS OF WORK, OVERTIME, and COMPENSATORY TIME

Section 1. For full-time and part-time/temporary employees covered by this Agreement, the regular work week shall be thirty-five (35) hours, and the regular workday shall be seven (7) hours. The parties agree and acknowledge that the City has the right to adjust employees' hours of work, as required by operational need, with reasonable notice. Reasonable notice shall mean two (2) weeks.

Section 2. All authorized overtime service earned in excess of the regular workweek, shall be compensated on a time-and-one-half basis.

Section 3. At the discretion of the Department Head, employees may be offered compensation time, in lieu of overtime, or offered a mix of compensation and overtime, depending on the needs, efficiency, and budget constraints of the Department. Compensation time will be offered hour for hour at the value of overtime as described in Section 2. There is an 80-hour cap per calendar year on compensation time. However, if an employee who has reached the 80-hour cap uses compensatory time off, that employee will again be allowed to accrue compensatory time off up to the 80-hour cap. Request for compensatory time off shall not be unreasonably denied.

Section 4. All employees in the bargaining unit shall sign-in at the beginning of his/her scheduled work shift and sign-out at the end of his/her scheduled work shift. Failure to comply shall subject an employee to progressive discipline. Willful misrepresentation on time sheets is an offense punishable by discipline up to and including discharge.

ARTICLE X HOLIDAYS

Section 1. The following days shall be considered holidays for the purpose enumerated below:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Presidents' Day	Indigenous Peoples' Day
Patriots' Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

If the Holiday falls on a Sunday, it will be observed on the following Monday.

Section 2. If an employee is not required to work on any of the holidays listed in Section 1 of this Article which falls on his/her regular work day, he/she shall nevertheless be paid his/her regular weekly compensation for the workweek in which the holiday falls. If in the course of his/her regular service an employee is required to work on any of the holidays listed in Section I of this Article, he/she shall receive, in addition to his/her regular compensation, either an additional day off or an additional day's pay on straight-time basis.

Section 3. Notwithstanding any provision of this Agreement to the contrary, the City reserves and retains the right to determine whether an employee who works on a holiday shall receive additional time off or additional pay.

ARTICLE XI
VACATION LEAVE

Section 1. The period to be used in determining the vacation leave in any calendar year, which period shall hereinafter be called "the vacation eligibility year," shall be the twelve months preceding January 1 of such year.

Section 2. Vacation leave shall be calculated on each January 1 as follows;

(A) An employee who starts work before July 1, and who worked for six months shall be entitled to one (1) week of vacation before December 31. An employee, who starts work after July 1, shall receive one (1) week of vacation leave upon the completion of six months of actual work. The Appointing Authority, in his/her discretion may grant an additional week of vacation leave to such employees who were hired after July 1, and who have completed six months of service. In no event shall the vacation entitlement for such employees exceed that established in Section 2(B). Any period or periods during the six months of actual work for which an employee is not paid (including as little as one (1) day), or any period or periods during the employee's first six (6) months of service for which an employee uses paid time off, shall extend the effective date of eligibility.

(B) An employee who on January 1, has more than six months of actual work, and up to fourteen (14) years of service, shall receive four (4) weeks of vacation leave.

(C) An employee who on January 1, has more than fourteen (14) years of service shall receive five (5) weeks' vacation leave.

(D) An employee who on January 1 has more than thirty (30) years of service shall receive six (6) weeks' vacation leave.

Section 3 . For the purpose of computing "actual work" under Section 2 of this Article, an employee's use of vacation time, or leaves for worker's compensation, disability, or military service will count as actual work.

Section 4 . Vacation leave shall be taken at such time as, in the opinion of the Department Head, will cause the least interference with the regular work of his/her Department. Subject to the preceding sentence, vacation leave selection shall be determined by seniority within the Department.

Section 5 . Ten unused vacation days may be carried over to the next calendar year. Unused vacation days over 10 days shall be forfeited at the end of the calendar year.

Section 6 . Vacation days for the calendar year shall be available on January 1st of each year, subject to the limitations expressed in the Article.

ARTICLE XII
SICK LEAVE and PERSONAL LEAVE

Section 1. Every employee covered by this Agreement shall, subject to Section 2 of this Article, be granted sick leave without loss of pay in accordance with the City of Boston Attendance Policy.

Sick leave shall accrue at the rate of one and a quarter (1.25) days for each month of actual service, not to exceed fifteen (15) working days in any calendar year. Employees shall not be credited with fifteen (15) days' sick leave as of January 1 of any year, in advance of such year having been worked. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective date of this Agreement and not used in the current year may be accumulated for use in the subsequent year. Sick leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof.

Section 2. No employee shall be entitled to sick leave without loss of pay as provided in Section I of this Article unless: (a) the employee has self-reported the absence on the City's "access.boston.gov" website; (b) the employee has notified his/her immediate superior of his/her absence and the cause at least one hour before the scheduled shift, if possible.

Section 3. An employee on leave because of an occupational disability may take sick leave to which he/she is entitled under this Article as, when added to the amount of any disability (worker's compensation), will result in the payment of his/her full salary for any particular workweek.

Section 4. The City may require a doctor's certificate from any employee with an unusual history of absenteeism or pattern absences or who is absent due to sickness either the day before or the day after a holiday.

Section 5. It is agreed that employees who abuse the sick leave provisions of this Agreement shall not be entitled to paid sick leave and shall be subject to disciplinary action. The Union agrees to cooperate with the City in dealing with problems related to sick leave abuse.

Section 6. On January 1, full-time employees on the payroll as of that date shall be credited with six (6) paid personal days, which must be taken during the following twelve (12) months. Such personal days shall be deducted from the employee's accrued sick leave. Any employee who begins employment after January 1 but before July 1 shall be entitled to three (3) personal days to be taken prior to the end of that calendar year. Personal time shall not be taken during an employee's probationary period.

Personal days may be used to conduct personal business that could not be done outside of working hours. Such leave shall be taken in whole hour-long units of not less than one (1) hour and not more than seven (7) hours (fractions of hours shall be deemed whole hours). The use of personal leave is subject to the approval of the Department Head. Except in the case of emergencies, the employee shall provide the Department Head with forty-eight (48) hours notice. Notice for a request for personal time shall not be unreasonably denied.

Notwithstanding the above paragraph, no employee shall use personal time on the

day before or the day after a holiday or on the day before or the day after vacation leave without prior approval from the Department Head or his/her designee.

Personal days shall not be carried over into the following year except where the request for such leave was denied by the Department Head or his/her designee, in which case it may be carried over consistent with the City's vacation carry over practice.

Section 8. Annual Redemption of Sick Leave. A full-time employee who has used fewer than five (5) sick days in the twelve-month period ending December 31 of any year in which this Agreement is in effect may elect to redeem sick days in a lump-sum payment in accordance with the following schedule:

ANNUAL SICK DAYS	SICK DAYS USED	REDEMPTION
15	0	5 days' pay
14	1	4 days' pay
13	2	3 days' pay
12	3	2 days' pay
11	4	1 day's pay
10	5	0 days' pay

The per diem rate will be the employee's rate on December 31, as specified in the Pay Schedule.

During January, the City will notify each qualified employee of his/her redemption options. An employee may elect to redeem all or part of his/her entitlement in full days. Unredeemed sick leave days will be accumulated in the normal manner.

ARTICLE XIII OTHER LEAVES OF ABSENCE

Section 1. Subject to the operating needs the Department, determined by the Department Head, leaves of absence without loss of pay will be permitted for the following reasons:

- a) Reasonable time for processing of grievances by a Union representative. The Union shall provide the City and keep an updated list of such representatives. In order for such representatives to be compensated while on Union business, he/she must notify his/her supervisor in writing when such representative is involved in the processing of grievances under the contract procedure.
- b) Attendance at educational programs required or authorized by the City.

Section 2. Military Leave. All employees covered by this agreement shall follow the City of Boston Military Leave Policy

Section 3. Jury Duty. Every employee covered by this Agreement who is required to serve

on a jury shall be granted leave of absence, without loss of pay. Upon presentation of satisfactory evidence relating to jury service and payment therefore, the City will pay such employee such sum of money as, when added to the amount received by such employee as compensation for jury service, will result in the payment to him of his/her full salary for any particular workweek.

Section 4. Bereavement Leave. All employees covered by this agreement shall follow the City of Boston Bereavement Leave Policy.

ARTICLE XIV SAFETY AND HEALTH

Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the employee's superior.

ARTICLE XV MISCELLANEOUS

Section 1. Representatives of the Union shall be permitted to enter the premises of the Department at any reasonable time for the purpose of discussing or processing grievances, provided that they do not interfere with the performance of duties and provided they give notice of their presence immediately upon arrival to the Department Head.

Section 2. Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement.

Section 3. Nothing in this Agreement shall prevent the City and the Union from discussing problems of mutual concern at the departmental level at any time during the life of this Agreement.

Section 4. Insurance Benefits. All full-time members shall have access to the City health insurance and life insurance policies available to all full-time City employees.

Section 5. Residency. All employees covered by this agreement shall follow the City of Boston Residency Policy. Employees with ten (10) years of consecutive service shall be exempt from the residency requirement. For the three incumbents in full-time positions on the date of this Agreement, the date of hire shall determine their seniority and the service time for the residency exemption.

Section 6. Conflict of Interest. All employees covered by this agreement shall submit to the City's annual compliance for the conflict of interest policy.

Section 7. Personnel Evaluation. All employees covered by the Agreement shall be evaluated for job performance once a year by the Department Head or his/her designated management staff.

When the evaluation is completed, the employee shall be promptly notified and given a copy of such material. Any employee may file a written statement setting forth his/her opinion as to the accuracy or propriety of such personnel evaluation, such statement along with the evaluation shall be placed in his/her personnel file. Such personnel evaluations shall not be a subject of grievance or arbitration.

Section 8. Alcohol and Drugs. As a condition of employment, no alcohol or illegal drugs shall be used or possessed by an employee during the work shift of an employee, including all paid work breaks. Failure to comply with this section shall subject an employee to progressive discipline. For the purposes of this section, "possession" shall mean possession on City property, on locations where members are performing work for City events, and when using City equipment.

ARTICLE XVI COMPENSATION GRADE APPEALS

The procedure set forth in this section shall be the exclusive procedure for changing the compensation grade for any position that this Agreement covers. Specifically, an arbitrator is without authority to change the grade of a position through a grievance citing Article 12 (Temporary Service in a Higher or Lower Position and Promotions).

The Union agrees that any position for which an appeal is made was properly graded on the effective date of this Agreement. In considering an appeal, the City shall not examine changes in the job content in the position for which the appeal is claimed that occurred prior to the effective date of this Agreement. Rather, the review shall be restricted to a review on the issue of whether, after the effective date of this Agreement, there was a fundamental, substantial, and permanent change in the job content of such position that could have the effect of changing its compensation grade. In instances where an employee seeks an upgrade to a higher graded position, the employee must demonstrate that she/he/they actually performs a majority of the higher graded job functions listed in the higher graded job description the majority of the time. The review shall not consider perceived changes in job duties related to new technology, state or federal mandates, and/or to increases in the volume of work or duties. Further, this review shall not consider whether other employees in the higher graded job actually perform the duties listed in the higher graded job description

The procedure:

1. The Union shall submit a completed CGA application on behalf of a member(s) to the Office of Labor Relations (OLR). Incomplete applications shall be returned to the Union.

2. OLR shall forward the application to OHR Classification and Compensation Unit and to the employee's Department not more than 5 calendar days after receipt.

3. OHR Classification and Compensation Unit staff shall review the application and will reach out to the department and/or the union for additional information. Applications that meet the standard for upgrading a position shall be granted. Applications that do not meet the standard for upgrading a position shall be denied and returned to the Union. OHR Classification and Compensation Unit shall complete this review and OLR will notify the Union within 60 days from receipt.
4. Within twenty calendar days of receipt of OHR's denial of a CGA, the Union may request in writing a review before the City's Director of Human Resources or her/his/their designee.
5. Upon receipt of the Union's request, the Director of Human Resources or her/his/their designee shall offer to schedule a date for the review within 7 days. The Union must cooperate in the scheduling of the review or else the review will not be held and the application will be denied. The review shall occur within 90 days of receipt of the Union's request for a review.
6. After the review, the Director of Human Resources may either grant or deny the CGA. The Director's review of the CGA shall be completed and a decision issued within 90 days of receipt of the request from the Union.
7. Should the Director of Human Resources deny a CGA after review, the Union may file a grievance in accordance with Article 7.
8. In any arbitration under this Section, the Arbitrator will be limited to the question of whether or not the City was arbitrary or capricious in its determinations the CGA did not meet the standard for upgrading a position.
9. An arbitrator is without authority to award any remedy for any period of time predating the date that the Union submitted the completed CGA application.

This section replaces any prior Collective Bargaining Agreement, Supplemental Agreements, Side Letters to the Collective Bargaining Agreement, Settlement Agreements, Memoranda of Agreement, Memoranda of Understanding, policies, or by practice, related to this issue.

ARTICLE XVII COMPENSATION

Section 1. The City and union agree to the following increases to the members existing pay rates.

For a 3 year contract.

Effective the start of First Pay Period (FPP) following January 1, 2026, increase the salary as follows:

January 2026 = 2%

January 2027 = 2%

Effective the start of following pay period (FPP) following January 1, 2025, & 2026, & 2027, add to annual base wages as follows:

January 2025 = \$250.00

January 2026 = \$900.00

January 2027 = \$800.00

If state aid revenue decreases compared to the prior fiscal year at any point during fiscal year 2026 only, then the next scheduled base wage increase and base dollar amount increase will be delayed by one year from the scheduled date. However, all base wage increases and base dollar amount increases due under this agreement will be paid to employees prior to the expiration of the agreement. The parties agree that this provision of the agreement shall lapse, expire and sunset on July 1, 2027.


Retroactive pay, if any, shall be limited to employees of the City on the date of City Council funding. Employees who separated from employment for any reason prior to City Council funding shall not be eligible for retroactive pay, except for employees who retired after, but not including on, June 30, 2023.

ARTICLE XVIII DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall take effect as of the date of execution and shall continue in force to and including midnight on June 30, 2027, but in no event thereafter. By March 15, 2027, the Union or the City may notify the other of the terms and provisions it desires in a successor Agreement. Notification under this section shall be accomplished by the Union delivering a copy of its proposals to the Office of Labor Relations, or vice versa.

In witness hereof, the City of Boston and International Alliance of Theatrical Stage Employees, have caused the Agreement to be signed, executed and delivered on the 12 day of September, 2024.

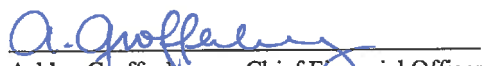
For the City of Boston:



Mayor Michelle Wu



Alex Lawrence, Chief People Officer



Ashley Groffenberger, Chief Financial Officer



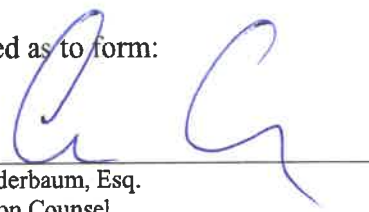
Renee Bushey, Director, Labor Relations

For International Alliance of
Theatrical Stage Employees:

Colleen A. Glynn

Colleen A. Glynn, IATSE Local 11
Business Manager

Approved as to form:



Adam Cederbaum, Esq.
Corporation Counsel