

AGREEMENT

by and between

LITTLE ISLAND PRODUCTIONS LLC

and

MAKE-UP ARTISTS AND HAIR STYLISTS UNION LOCAL 798, I.A.T.S.E.

AUGUST 27, 2025 THROUGH APRIL 25, 2027

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This Agreement ("this Agreement"), made by and between Little Island Productions LLC (the "Employer") and Make-Up Artists and Hair Stylists Union Local No. 798, I.A.T.S.E. (the "Union") for itself and on behalf of the members.

ARTICLE I

RECOGNITION, SCOPE AND JURISDICTION

- a. The Employer recognizes the Union as the exclusive bargaining agent for Make-Up Artist and Hair Stylist personnel hired for Little Island's commissioned ticketed performances at Pier 55 in Hudson River Park at W 13th Street, New York, New York 10014 ("Pier 55").
Notwithstanding the foregoing, if the Employer assigns an Employee to perform work for a non-Little Island-commissioned and/or non-ticketed performance, then the terms and conditions of this Agreement shall govern such work.
- b. Except as otherwise set forth herein, only employees of the Employer covered hereby shall perform any of the work that comes within the exclusive jurisdiction and scope of the Union as above described, whether the work is done by the Employer or their lessees using its premises. For the avoidance of doubt, nothing herein shall have any application to the Employer's landlord.
- c. The Employer may, in its sole discretion, utilize employees covered by this Agreement to perform work in addition to the work described in Section (a) above.
- d. For purposes of this Agreement, a theatrical production shall include, but is not limited to, musical concerts, dance performances, operas, dramatic or comedic (musical or non-musical) presentations. A theatrical production does not include any use of the Little Island space where such use is not a performance (e.g., playground activities, visitor services, Creative Breaks and other similar community events, food and beverage outlets or other distribution, and markets, etc.).

ARTICLE II

STAFFING

The Employer may hire Employees based on the needs of the commissioned ticketed performances. Hair and make-up employees shall not be hired if and when all performers apply their own make-up or style their own hair.

ARTICLE III

WAGES

- a. The minimum wage scales for employees covered by this Agreement are as follows:

	August 27, 2025	April 27, 2026
Head	\$35.96	\$37.04
Over hire	\$33.39	\$34.39

- b. All overtime pay shall be calculated in an initial half-hour increment, followed by quarter-hour (1/4) increments thereafter.
- c. Overtime of time and one-half (1 ½) shall be paid for hours worked in excess of eight (8) hours in a day (with a one hour grace period for performance and rehearsals holds related to weather, which can only be used once per call, and during which employees cannot perform work), and after forty (40) hours in a week.
- d. Employees who are upgraded to work in a higher classification shall be paid the upgraded rate for the entirety of the call.
- e. Employees shall not be replaced to avoid overtime. However, a representative of the Employer and a representative of the Union may jointly at any time determine if and when it is necessary to replace an employee on a call due to fatigue or other safety concern.
- f. All hours worked on an employee's seventh consecutive day of work (whether in the same calendar week or not) shall be paid at time and one-half (1 ½).
- g. The overnight swing period shall be eight (8) hours. If less than eight (8) hours off is given, the penalty shall be double (2x) the straight time rate of pay for the invaded period of time.
- h. The work week shall commence on Monday and end on Sunday.
- i. Employees shall be paid weekly. Only hours actually worked shall count toward purposes of hours worked for overtime purposes - i.e., canceled or shortened shifts do not count - unless the shift is shortened to less than the minimum call, in which case the hours of the minimum call count for overtime purposes.
- J. There shall be no pyramiding of overtime.
- k. The maximum hourly rate is double time, except that if an employee receives a meal penalty while in an overtime period, they shall receive an additional ½ times pay (up to a maximum of double time and ½).

- l. If an employee works between 12:30 a.m. and 6:00 a.m., the employee shall be paid at time and one-half (1 ½) for all work performed between midnight and 6:00 a.m.
- m. When an employee is directed to wear a costume while onstage, in view of the audience (other than "show blacks" or a Little Island provided uniform), they will receive a fee of \$10 per performance.
- n. When the employee is required by management in consultation with the Head to provide their kit, there will be a per performance fee of thirty (\$30) dollars. If the cost of expendables exceeds the amount of the kit fee, the employee shall be reimbursed for any approved expenses in the amount in excess of the fee, upon presentation of paid receipts.

ARTICLE IV **SCHEDULING**

- a. The Employer shall provide employees with a preliminary anticipated work schedule at least 2 weeks in advance, provided, however, that the Employer may adjust such work schedules.
- b. Minimum calls shall be four (4) hours for all work performed under this Agreement. If an Employee works a shift of more than four (4) hours, they will be paid on an hourly basis for each hour of additional work performed.
- c. There shall be a twenty-four (24) hour notice of cancellation. If less than twenty-four (24) hour notice is given, employees shall be paid for the minimum call.
- d. The start time of a call may be adjusted by up to five (5) hours without penalty when the adjustment is made no later than the end of the call on the previous day.

ARTICLE V **BENEFITS**

- a. The following benefits package shall be paid on all gross earnings for employees covered by this agreement:

	August 27, 2025	April 27, 2026
Local 798 Pension Fund	7%	7%
IATSE National Benefits Funds Health & Welfare, Plan C	13.5%	14%
IATSE National Benefits Funds Local 798 Annuity Fund	5%	5.5%
IATSE Training Trust Fund	0.25%	0.25%

- b. **Pension:** A contribution of seven percent (7%) of gross wages shall be paid into the Local 798 Pension Fund on behalf of all employees covered by this agreement. All contributions together with a complete payroll remittance report must be received in the Fund Office not later than the 20th day of the month following the month in which the work was performed.
- c. **Welfare:** A contribution equivalent to thirteen and a half percent (13.5%) of gross wages shall be paid into the IATSE National Benefit Funds Health & Welfare, Plan C on behalf of all employees covered by this agreement. Effective April 27, 2026 this contribution will increase to fourteen percent (14%) of gross wages. The Employer further agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for the IATSE National Health & Welfare Fund, as restated September 22, 2005, and as amended, and that Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contributions due as set forth hereinabove. All contributions together with a complete payroll remittance report must be received in the Fund Office not later than the 20th day of the month following the month in which the work was performed.
- d. **Annuity:** A contribution equivalent to five percent (5%) of gross wages shall be paid into the IATSE National Benefit Funds Annuity Fund on behalf of all employees covered by this agreement. Effective April 27, 2026 this contribution will increase to five and a half percent (5.5%) of gross wages. All contributions together with a complete payroll remittance report must be received in the Fund Office not later than the 20th day of the month following the month in which the work was performed.
- e. **IATSE National Benefit Funds Annuity Fund 401(K) Plan:** The Employer shall

make deductions from the employee's wages and remit such voluntary salary deferrals (made pursuant to an employee's written deferral authorization and consistent with the Plan's Agreement and Declaration of Trust) to the IATSE National Benefit Funds Annuity Fund 401(k) Plan payable not later than the 20th day of the month following the month in which the work was performed under the following conditions:

- i. No Employer contributions will be made to the 401(k) Plan and the employer shall not be deemed a sponsor of the plan.
- ii. Either the Union and/or the participants in the plan shall pay all startup costs as well as any management or administrative costs.
- iii. The plan will be administered by IATSE National Benefit Funds.
- iv. The Union shall take such measures, particularly with respect to the design of the plan, as required to limit the liability of the employer.

- f. **IATSE Training Trust Fund** The Employer shall contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund during the term of the Agreement the amount of one-quarter percent (0.25%) of gross wages paid to an employee covered under this Collective Bargaining Agreement. All contributions to the Fund shall be payable no later than the 20th day of the month for the hours worked in the preceding month. All contributions shall be payable to the IATSE Entertainment and Exhibition Industries Training Trust Fund, and sent to 10045 Riverside Drive, Toluca Lake, CA 91602, along with a list of all covered employees and the total gross wages paid to each employee in the reported month. Employer agrees to be signatory to the IATSE Entertainment and Exhibition Industries Training Trust Fund, established June 22, 2011 ("Trust Agreement"), and to abide by and be bound by its terms and conditions, and any amendments thereto, and all policies and procedures of the Fund, including Collection of Contributions Payable by Employers, as related to the contributions due as per the above referenced collective bargaining agreement.

ARTICLE VI
MEALS AND BREAKS

- a. For six hour calls other than theatrical performance calls, employees will be provided a thirty (30) minute paid meal break, which shall be given no earlier than before the completion of the third (3rd) hour of work. If a meal period is not provided in the required time, a penalty equal to one (1) hour at one and a half (1 1/2) the straight time rate shall apply. The Employer shall provide a hot catered meal during this paid meal break (which may include a voucher for food service providers on Little Island) that meets the employee's dietary restrictions.

For calls longer than six hours, employees will be provided a one (1) hour unpaid meal break, which shall be given no earlier than before the completion of the third (3rd) hour of work (except where a call involves a performance, then before the completion of the 2nd hour of work) or no later than the beginning of the sixth (6th) hour of work, concurrently. Subsequent meal periods shall be scheduled no earlier than before the completion of the third (3rd) hour after the end of the prior meal period or no later than the beginning of the sixth (6th) hour after the end of the prior meal period. If a meal is not provided in the required time, a penalty equal to one (1) hour at one and a half (1 1/2) the straight time rate shall apply.

In lieu of a one (1) hour meal break, the Employer may provide a hot catered meal (which may include a voucher for food service providers on Little Island) that meets the employee's dietary restrictions and a half-hour paid break to eat the meal.

- b. Bargaining unit employees shall be given paid breaks each workday of fifteen (15) minutes for every four (4) consecutive hours worked.

ARTICLE VII
HOLIDAYS

- a. The employer shall recognize the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day (July 4th), Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.
- b. Employees shall be paid double (2x) times their straight time rate for all hours worked on a holiday.

ARTICLE
VIII SICK
LEAVE

- a. Employees shall accrue sick leave at a rate of one (1) hour for every (30) hours worked, up to fifty-six (56) hours total that can be accrued each year (including any hours carried over from a prior year pursuant to the terms of this Agreement). The employee must accrue at least four (4) hours before using sick leave, and all sick leave will be used in four (4)-hour increments.
- b. An employee may use sick leave for the care and treatment of themselves or a family member and to seek legal and social services assistance or take other safety measures if the employee or a family member may be the victim of any act or threat of domestic violence or unwanted sexual contact, stalking, or human trafficking.
- c. Employees may carry over up to sixteen (16) unused hours of sick leave from year to year.
- d. Employees receive Paid Sick Leave benefits in accordance with the New York State Paid Sick Leave Act, New York Labor Law § 196-6, and the New York City Earned Safe and Sick Time Act, N.Y. Adm.in. Code.§ 20-911, *et seq.* Therefore, the provisions of the Acts are hereby waived, and enforcement shall be made pursuant to the contractual grievance process only.

ARTICLE IX
FORCE MAJEURE

The provisions of this Agreement shall not be applicable and any call may be cancelled without notice or payment in the event of fire, riot, power failure, Act of God, epidemic, war, Declaration of Emergency by civil authorities. Notwithstanding the foregoing, if the shift is canceled due to inclement weather with less than 24 hours notice employee will be paid for four (4) hours. If after coming to work the shift is canceled due to inclement weather, employee will be paid for any hours worked or the minimum call period, whichever is greater.

ARTICLE X
FAMILY LEAVE

The Employer shall provide paid family leave to those who are eligible in accordance with the New York State Paid Family Leave Act.

ARTICLE XI
CONTRACTING OUT

The Employer may not subcontract bargaining unit work or assign such work to non-bargaining unit employees unless the Employer and the Union agree in writing to permit such subcontracting or assignment.

ARTICLE XII
NON-DISCRIMINATION

There shall be no discrimination by the Employer, the Union, or the employees against or in favor of any employee by reason of his/her membership in or activities on behalf of Local 798, race, creed, color, national origin, language, sexual orientation, veteran status, political belief, gender, age, citizenship, marital status, partnership status, caregiver status, sexual and reproductive health decisions, mental stability, or physical handicap where such handicap does not interfere with ability to do work.

ARTICLE XIII
UNION ACCESS

A duly authorized Union representative shall, with advance notice, have access to the Employer's facility at reasonable times for the purpose of carrying out the terms of this Agreement and observing working conditions. Such visits shall not interfere with the Employer's operation or with any of the work of the employees who may be assigned to work at the time.

ARTICLE XIV
UNION STEWARD

The Union will be entitled to designate one Union Steward on every work call and shall inform the Employer of the designated individual. The Union Steward shall be a working employee at all times, provided the Employer agrees to accommodate reasonable requests for time to perform representational duties.

ARTICLE XV
SAFE AND SANITARY

The Employer shall provide a safe and sanitary work environment by complying with all applicable Local, State, and Federal safety regulations and laws.

ARTICLE XVI
JUST CAUSE

- a. For all Regular Employees (employees hired for the season, rather than called on a per diem basis), the Employer agrees to follow a policy of progressive discipline, where

appropriate. To this end, in the event an employee engages in gross misconduct, including, but not limited to, violence, theft, harassment, gross insubordination (defined as the intentional refusal to obey a direct order, reasonable in nature, and given by and with proper authority), working under the influence of alcohol or drugs, or other similar violation, there shall be no obligation to engage in progressive discipline steps. Notwithstanding the foregoing, where employees engage in misconduct related to alcohol or drugs, the Union will have the right to meet with the Employer to discuss the possibility of providing the option to obtain addiction and recovery services from the Entertainment Community Fund or similar counseling services from another provider rather than face discipline for their first such offense.

- b. Regular Employees will be subject to a thirty (30) day probationary period at the start of employment, whereby during that period or at the conclusion of the probationary period, the Employer may terminate their employment for any reason or no reason at all, in its sole and exclusive discretion, which shall not be subject to any review or appeal.

ARTICLE XVII

GRIEVANCE AND ARBITRATION

- a. All disputes, controversies, or grievances arising out of this Agreement or any interpretation of any provisions thereof shall be processed and disposed of in the following manner:

Step 1: Within 60 days of the occurrence giving rise to the alleged grievance or when the grieving party became or could have become aware of the occurrence, the matter will be reduced to writing by the complaining party (Union or Employer) and be presented to the other party's Step 1 designee. The written grievance at this Step shall specify the facts, the specific provision of the contract alleged to be violated, and the relief requested. The responding party shall answer a grievance so presented in Step 1 in writing within fifteen (15) business days after its presentation.

Step 2: If the grievance is not settled in Step 1, the grievance may, within fifteen (15) business days after the answer in Step 1, be presented in Step 2. All grievances at Step 2 shall be presented by or responded to, as the case may be, by the Union through the Union's Step 2 designee and by the Employer through the Employer's Step 2 designee. A grievance shall be presented at this step in writing to the responding party designee; and he or she shall render a decision within fifteen (15) business days after meeting with the complaining party's representatives.

- b. Anything herein to the contrary notwithstanding, a grievance brought by the Union concerning a discharge may be presented initially at Step 2 in the first instance, within the

time limit specified in Step 1, above.

- c. A grievance, as defined in the Grievance Procedure provision, which has not been resolved at the Step 2 stage, may, within fifteen (15) business days after completion of Step 2 of the Grievance Procedure, be referred for arbitration by the Union or the Employer (employees shall have no independent right to arbitration) to an arbitrator selected in accordance with the Labor Arbitration Rules of the American Arbitration Association.
- d. The fees and expenses of the arbitrator shall be borne equally by the parties.
- e. The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the employees.
- f. The arbitrator shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.
- g. The term "business day" as used in this Article shall be deemed to be exclusive of Saturdays, Sundays, and holidays recognized in this Agreement.
- h. The parties recognize that any of the time limits specified above may be extended by mutual written consent, signed by both parties.
- i. The parties agree that they will file and process grievances in a timely manner

ARTICLE XVIII **CHECKOFF**

In accordance with applicable law, the Employer shall, upon receiving written authorization from an employee, deduct from the wages of employees in the bargaining unit five (5%) percent of the straight-time minimum wages earned up to 40 hours in a week, and remit such deductions to Local 798 as dues.

ARTICLE XIX **SAVINGS CLAUSE**

It is the intent of the parties that this Agreement be consistent with all applicable federal, state, and local statutes, rules and regulations. To the extent that any portion or clause of this Agreement is inconsistent with the terms of any applicable statute, rule or regulation, the terms of the statute, rule or regulation shall govern. In such an instance, the remaining portions of the Agreement shall remain in effect and shall be interpreted as nearly consistent with their

terms as is possible, without conflicting with the statute, rule, or regulation.

ARTICLE XX
UNDERSTANDINGS AND OBLIGATIONS

Except where otherwise modified by this Agreement, the Employer reserves all rights, powers, and authority customarily exercised by management and shall exercise such rights in a manner that is not arbitrary or discriminatory, including, but not limited to, the ability to establish reasonable rules and regulations for the conduct of Employees and to provide for the enforcement thereof. Employer shall provide the Union with advance notice in the event the exercise of such rights is other than in the ordinary course of regular business.

The parties agree that disputes which may arise between them during the term of this Agreement shall be settled without resort to strike or lockout. The Employer agrees that it will not lock out any or all employees and the Union agrees on behalf of itself and its membership that there shall be no strikes, slowdowns, sympathy strikes, work stoppage or interference with the normal operations of the Employer.

Nothing contained in the above paragraph or elsewhere in this Agreement shall conflict with any prior obligations that the Union may owe to the IATSE pursuant to the IATSE's Constitution and Bylaws.

Nothing herein shall preclude the Employer from mandating training for any individual(s) or department(s).

The Employer shall have the right to require new employees to submit to a criminal background check and pre-employment drug test for illegal substances in its sole discretion.

The Employer has the right (to the extent permitted by law) to require that all employees, except those with a documented medical condition preventing vaccination, or an objection based on a sincere religious belief that would require a reasonable accommodation under the law, be fully vaccinated with respect to COVID-19 as a condition of initial or continued employment.

ARTICLE XXI
TERM OF AGREEMENT

This Agreement shall be effective August 27, 2025, and shall continue in full force and effect through April 25, 2027. At least thirty (30) days prior to the expiration date, the parties shall meet and confer to negotiate the terms of a new agreement to take effect for the 2027 Season. This agreement requires ratification by Local 798 according to its rules.

AGREED TO BY:

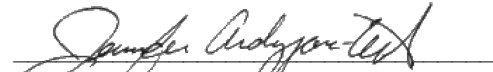
Make-Up Artists and Hair Stylists Union Local 798, I.A.T.S.E.



Daniel D. Dashman
Business Representative

Date: August 28, 2025

LITTLE ISLAND PRODUCTIONS LLC



Jennifer Ardizzone-West
Chief Operating Officer

Date: August 29, 2025