



MAKE-UP ARTISTS & HAIR STYLISTS

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SPECIAL EVENT AGREEMENT BETWEEN
MAKE-UP ARTISTS AND HAIR STYLISTS UNION LOCAL 798, IATSE
AND
LINCOLN CENTER FESTIVAL at the David H. Koch Theater, NEW YORK, NY
PERFORMING July 17, 2017 THROUGH July 30, 2017

1. Employer agrees to and does hereby recognize Local 798 as the sole and exclusive bargaining agent for Make-Up Artists and Hair Stylists employed by Employer in connection with the productions of.
2. JURISDICTION - MAKE-UP ARTISTS AND HAIRSTYLISTS: The duties of Make-Up Artists and Hairstylists employed hereunder shall include but not be limited to the following when performed within the theatre or as directed by Management: Application, removal, cleaning, blocking, setting styling, coloring, perming, maintenance and repair of wigs and facial hairpieces; and application of make-up and cosmetics, prosthetics, body make-up and tattoos.
3. The Employees working under this agreement shall be paid on an hourly basis at the minimum rate of \$38.19 per hour. The Head (first hired) Employee in the Make-Up and Hair Department shall be paid on an hourly basis at the minimum rate of \$44.56 per hour. The Assistant Head (designated) Employee in the Make-Up and Hair Department shall be paid on an hourly basis at the minimum rate of \$41.38 per hour. The minimum call for each Day shall be five (5) hours. Employer shall deduct 5% of Employee's base straight-time salary up to 8 hours per day and remit to Local 798. Employees shall be hired for a minimum of the scheduled Day. Employees shall not be replaced to avoid overtime.
4. Employer shall also contribute as fringe benefits amounts equal to the following percentages of gross earnings: PENSION – 7%, WELFARE – 12.5%, and ANNUITY – 10%. Such benefits contributions are to be made no later than the tenth day of the month following accrual but in no event later than the date of the closing of the show, with the exception of VACATION – 2% which shall be included as a separate line on the weekly paystub. If required to bring their kit, a kit fee of \$ 37.13 per day shall be paid to each Employee working under this agreement (if expendables exceed the kit fee, the overage shall be reimbursed upon presentation of valid receipts).
5. The Production Company further 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 Health & Welfare Fund, (2) the IATSE Annuity Fund, all as restated September 22, 2005, and as amended

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

6. Overtime of one and one half times the straight time rate shall be paid for all hours worked beyond forty (40) in a week, beyond eight (8) in a day, on the seventh day worked in a week and on nationally recognized Holidays worked (e.g. New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day,). The minimum Overtime rate shall be \$57.29 per hour, for the Assistant Head Employee \$62.07 per hour and for the Head Employee \$66.84 per hour. All hours worked between 12AM (midnight) and 8AM shall be paid at two times the straight time hourly rate.

7. Each employee shall be entitled to at least one (1) week notice of either termination or the closing of the show or one (1) week of pay in lieu thereof.

8. PRIOR OBLIGATION: As Local 798 is a local of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC, nothing in this Agreement shall be construed to interfere with any obligation Local 798 owes to such organization by reason of a prior obligation; but this shall in no event be construed or applied so as to contravene any applicable state or federal law.

9. UNION SECURITY: All Employees engaged hereunder shall be required, as a condition of continued employment, to be or become, and to remain members in good standing of Local 798 on and after the 31st day following the date of this Agreement or the date of their initial employment by Employer, whichever comes later. Failure of an Employee to comply with the foregoing shall obligate Employer to terminate the employment of such Employee unless he/she comes into compliance therewith within five (5) days after written demand for such termination is made by Local 798 upon Employer. It is agreed, however, that nothing contained in this Section 2(a) shall require Employer to take or refrain from taking any action in contravention of any provision of the National Labor Relations Act of 1947, as amended. The duly authorized Business Representative of Local 798 shall have access to the theatre at all reasonable times for the purpose of performing legitimate union business.

10. A one-hour Meal break is to be scheduled between performances, and/or after a minimum of 3 hours up to a maximum of six-hours work. If the schedule does not allow a one hour break for a meal, Employer shall pay one hour at the then prevailing rate as a penalty. If a paid break of 30 minutes to eat is provided and if in such case an appropriate catered meal is provided there shall be no penalty. Where feasible, as determined by the supervisor, half the crew at a time shall be given a break in which to eat the supplied meal.

11. In the event that the Employer and the Union cannot settle a dispute arising out of this agreement, such dispute shall be referred to a representative of upper management of Employer and a representative of the I.A.T.S.E. for mediation and failing to agree at this step either party may take the dispute to final and binding arbitration pursuant to the rules of the American Arbitration Association.

12. There shall be no lockout, strike, work stoppage or other interference with or interruption of employment during the term of the agreement by either party to this agreement except as may be directed according to the Union Obligation clause above.

The term of this agreement is for this production and this production only commencing no earlier than July 15, 2016 and expiring either upon closing and the completion of the load out of Make-Up and Hair or August 1, 2016 whichever comes first.



Daniel D. Dashman


(PRINT NAME)

Business Representative

For: Local 798, I.A.T.S.E.

6/14/2017

Date



(PRINT NAME)

[title] Darren Robertson, Assoc Director, Labor Relations

For: Lincoln Center Festival

6/14/17

Date