

**AGREEMENT ("Agreement") made for the period commencing August 1, 2011, and ending on July 31, 2014, by and between THE METROPOLITAN OPERA ("the Met") having its principal office at the Metropolitan Opera House, Lincoln Center, New York, New York, and MAKE-UP ARTISTS AND HAIR STYLISTS LOCAL #798, INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC ("Union") having its principal office at 152 West 24<sup>th</sup> Street, New York, New York. WHEREAS, the parties hereto are desirous of establishing and maintaining standard rates of pay, hours of employment and other working conditions and benefits for employees of the Met performing the duties hereinafter described;**

**In consideration of the mutual covenants and obligations herein contained, the parties agree as follows:**

**ARTICLE I: WARRANTY, RECOGNITION, SCOPE**

A. Union warrants that it represents, for collective bargaining purposes, a majority of the employees in the crafts and classifications hereinafter specified in ARTICLE I, Paragraph C (1)-(2)-(3) hereof.

B. The Met hereby recognizes Union as the sole and exclusive collective bargaining representative for all persons employed by the Met in its Make-Up and Hair Styling Departments (or at any other places or departments where such persons may perform the duties described in ARTICLE I, Paragraph C hereof).

C. The duties of employees hereunder, within the appropriate classifications, shall include, but not be limited to, the artistic, aesthetic, inventive and technical supervision and application of all facial, body and hair cosmetics of any form, including: creating, preparing, styling, mixing, changing, making (where necessary), shaping, cutting, coloring, dressing and re-dressing, those materials and preparations utilized in the application and functioning of these duties; and the creative origination associated with Make-Up Artistry and Hair Styling including: normal beautification, corrective, creative, character, period, effect, special, unusual, macabre, aging, etc., within the full visual scope. It shall also include and embrace any other duties incidental to, or necessary for, the execution and performance of the foregoing, as well as any other duties associated with Make-Up Artistry and Hair Styling. All persons in the employ of the Met who perform those duties hereinabove defined, or any part thereof, shall hereinafter be referred to as "employees", within and under the jurisdiction and provisions of the Agreement, in the following classifications:

(1) **MAKE-UP ARTIST:** An employee of the Met employed to perform the duties hereinabove described, including and embracing: All facial and body cosmetics and facial hair pieces of any type applied, attached and/or adhered directly to the face or body.

(2) **HAIR STYLIST/WIG MAKER:** An employee of the Met employed to perform the duties hereinabove described, including and embracing: All hair cosmetics and the application, attachment and/or the adhering directly to the head of hair pieces, switches, transformations and wigs.

(3) **APPRENTICE:** An employee of the Met who is not a fully qualified Craftsman, employed as a trainee to the Craft, engaged as hereinafter specified.

## **ARTICLE II: UNION SECURITY**

A. All employees of the Met in its Make-Up and Hair Styling Department, and at any other places or departments where the duties described in ARTICLE I, Paragraphs A, B, C (1)-(2)-(3) hereof are performed shall be or become members of the Union no later than thirty (30) days after the date of this Agreement or the date of their hiring, whichever is later, and upon being or becoming such members, they shall be required to continue and maintain their membership in the Union in good standing during the term hereof.

B. An employee hereunder who fails or refuses to be or become a member of the Union as required above or who fails to continue and maintain his/her membership in the Union in good standing as above required, shall be discharged by the Met within three (3) days after written demand by Union, executed by Union's delegated representative and/or an Officer of Union, unless said employee complies with the provisions of Paragraph A within such three (3) day period.

C. Paragraphs A and B hereof shall not apply to any employee who is denied membership in Union or whose membership therein is terminated for reasons other than his/her failure or refusal to pay the regular initiation fee or the regular dues uniformly imposed upon other members of the Union; or for such reasons applying to Apprentices only as expressly provided for hereinafter.

## **ARTICLE III: ENGAGEMENT OF EMPLOYEES**

A. To maintain the high standard of the crafts and classifications herein covered, and aptly service in conformance with the Met's needs, the parties hereto mutually agree to give consideration to those persons with prior craft experience in the Theatrical, Motion Picture, Television and other related media, irrespective of membership or non-membership in the Union.

B. The Met shall give Union reasonable notice of its needs for employees, whether Staff or Per-Diem, and Union shall refer applicants with reasonable dispatch, irrespective of membership or non-membership in the Union. The Met retains the right to accept or reject any applicant so referred, provided any rejection is without unlawful discrimination and provided further any rejection is based on just cause and in good faith.

C. Notwithstanding anything to the contrary in Paragraph B of this Article III, if a position within the Makeup and Hair Styling Department becomes available, members employed within the unit will be given consideration before outside applicants.

D. The Met agrees to engage, and Union agrees to refer, Apprentices as hereinafter expressly provided for in the mutually agreeable and administered "Apprenticeship Program".

E. The parties hereto mutually agree that all employees and applicants for employment are treated without unlawful discrimination as to race, color, age, sex, sexual orientation, national origin, marital status, citizenship, religion, disability, military status, creed or any other trait or characteristic protected by law in all employment decisions including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment except as provided by law. Nothing herein, however, shall require the Met to employ any person who is not legally authorized to be in or work in the United States.

#### **ARTICLE IV: SEASON AND TOUR**

A. PERFORMANCE SEASON shall be deemed to commence the Sunday of the week in which full make-up rehearsals begin and shall continue to the end of the week of the last performance in New York City.

B. NON-PERFORMANCE SEASON shall be deemed to commence with the Sunday following the last week of the Performance Season and shall continue to the end of the week immediately preceding the commencement of the following Performance Season.

C. TOURS shall mean the following:

(1) REGULAR TOUR: All performance weeks outside New York City but restricted to Continental U.S.A. and Canada. The work week shall be Monday through Saturday between the hours of 12:01 A.M. Monday and midnight Saturday (12:00 A.M. Sunday).

(2) MID-WINTER TOUR: Special mid-winter performance weeks in southern U.S.A. and Caribbean area, Mexico, etc. Special conditions attendant to "Mid-Winter" and "International" tours, i.e.: per-diem allowances, passports, immunization shots, etc. will be discussed and mutually agreed upon between the Met and Union prior to any such tour.

(3) INTERNATIONAL TOUR: Special performance weeks in South America and/or Eastern Hemisphere (e.g., Europe, Asia, etc.).

#### **ARTICLE V: WORK WEEK - WORK DAY - WEEK**

A. WORK WEEK

(1) The regular "Work Week" for "Staff Employees" (hereinafter described, other than Apprentices) during the Performance Season and the pre-season portion of the Non-Performance Season (the weeks occurring immediately after the vacation period and prior to the Performance Season), shall be thirty-five (35) hours; 5 day period Monday through Saturday; between the hours of 12:01 A.M. Monday and midnight Saturday (12:00 A.M. Sunday); all "calls" to be for a minimum of four (4) hours, a maximum of two (2) four (4) hour calls [eight (8) hours] in any one (1) day.

(2) The summer "Work Week" for "Staff Employees" (including Apprentices) during the Non-Performance Season, except for the pre-season period, shall be twenty-eight (28) hours (exclusive of lunch periods); four (4) days (Monday through Thursday), seven (7) hours per day between the hours of 9:00 A.M. and 4:45 P.M. (inclusive of a 45-minute lunch break).

(3) The regular Work Week for Apprentices shall be forty (40) hours.

B. WORK DAY

The regular "Work Day" for "Per-Diem Employees" shall be any given day within the six (6) day regular Work Week, hereinabove described, for a minimum four (4) hour call.

C. WEEK

The "Week" shall be defined as seven (7) consecutive days beginning Sunday and ending the following Saturday.

## ARTICLE VI: WAGES AND RATES

The minimum Wages and Rates for all employees hereunder shall be as follows:

	<u>8/01/11</u> <u>to</u> <u>7/31/12</u>	<u>8/01/12</u> <u>to</u> <u>7/31/13</u>	<u>8/01/13</u> <u>to</u> <u>7/31/14</u>
(A) <b>DEPARTMENT HEAD:</b>			
Weekly (35 hours*)	\$1,957.30	\$1,996.45	\$2,036.38
hourly	55.92	57.04	58.18
time and one-half hour	83.88	85.56	87.27
double time hour	111.84	114.08	116.36
(B) <b>ASSISTANT DEPARTMENT HEAD:</b>			
Weekly (35 hours*)	\$1,783.44	\$1,819.11	\$1,855.49
hourly	50.96	51.97	53.01
time and one-half hour	76.44	77.96	79.52
double time hour	101.92	103.94	106.02
(C) <b>MAKE-UP ARTIST – LEVEL 2:</b>			
Weekly (35 hours*)	\$1,693.68	\$1,727.55	\$1,762.10
hourly	48.39	49.36	50.35
time and one-half hour	72.59	74.04	75.53
double time hour	96.78	98.72	100.70
(D) <b>MAKE-UP ARTIST – LEVEL 1:</b>			
Weekly (35 hours*)	\$1,389.11	\$1,416.89	\$1,445.23
hourly	39.69	40.48	41.29
time and one-half hour	59.54	60.72	61.94
double time hour	79.38	80.96	82.58
(E) <b>HAIR STYLIST/WIG MAKER – LEVEL 3:</b>			
Weekly (35 hours*)	\$1,693.68	\$1,727.55	\$1,762.10
hourly	48.39	49.36	50.35
time and one-half hour	72.59	74.04	75.53
double time hour	96.78	98.72	100.70



	<u>8/01/11</u> <u>to</u> <u>7/31/12</u>	<u>8/01/12</u> <u>to</u> <u>7/31/13</u>	<u>8/01/13</u> <u>to</u> <u>7/31/14</u>
<b>(F) HAIR STYLIST/WIG MAKER – LEVEL 2:</b>			
Weekly (35 hours*)	\$1,389.11	\$1,416.89	\$1,445.23
hourly	39.69	40.48	41.29
time and one-half hour	59.54	60.72	61.94
double time hour	79.38	80.96	82.58
<b>(G) HAIR STYLIST/WIG MAKER – LEVEL 1:</b>			
Weekly (35 hours*)	\$1,018.92	\$1,039.30	\$1,060.09
hourly	29.11	29.69	30.29
time and one-half hour	43.67	44.54	45.44
double time hour	58.22	59.38	60.58
<b>(H) APPRENTICES:</b>			
1st year-weekly (40 hours*)	\$870.40	\$887.81	\$905.57
hourly	21.76	22.20	22.64
time and one-half hour	32.64	33.30	33.96
double time hour	43.52	44.40	45.28
2nd year-weekly (40 hours*)	\$976.03	\$995.55	\$1,015.46
hourly	24.40	24.89	25.39
time and one-half hour	36.60	37.34	38.09
double time hour	48.80	49.78	50.78
3rd year-weekly (40 hours*)	\$1,084.53	\$1,106.22	\$1,128.34
hourly	27.11	27.66	28.21
time and one-half hour	40.67	41.49	42.32
double time hour	54.22	55.32	56.42
<b>(I) PER-DIEM MAKE-UP ARTISTS &amp; HAIR STYLISTS/WIG MAKERS:</b>			
Per Call (4 hours)	\$253.08	\$258.14	\$263.30
hourly	63.27	64.54	65.83
time and one-half hour	94.91	96.81	98.75
double time hour	126.54	129.08	131.66

NOTE: *hourly rates included for computation purposes only.*

\* *Regular Work Week; 28 hours during summer Work Weeks*

## **ARTICLE VII: HAIR STYLIST/WIG MAKER PERFORMANCE WORK**

A. Effective April 1, 2013, Staff Hair Stylist/Wig Maker Level 1 shall be paid the Hair Stylist/Wig Maker Level 3 hourly rate when performing duties related to hair cosmetics and the application, attachment and/or the adhering directly to the head of hair pieces, switches, transformations and wigs for Principal Artists during performances. This payment shall not apply to rehearsals or audience development performances (i.e. the Staff Hair Stylist/Wig Maker Level 1 shall continue to receive the Level 1 hourly rate).

B. Effective April 1, 2013, Staff Hair Stylist/Wig Maker Level 1 shall be paid the Hair Stylist/Wig Maker Level 2 hourly rate when performing duties related to hair cosmetics and the application, attachment and/or the adhering directly to the head of hair pieces, switches, transformations and wigs for Performance Casts (e.g. Chorus, Dancers, Supers) during performances. This payment shall not apply to rehearsals or audience development performances (i.e. the Staff Hair Stylist/Wig Maker Level 1 shall continue to receive the Level 1 hourly rate).

## **ARTICLE VIII: OVERTIME**

A. All "Overtime" shall be computed in one-half (1/2) hour segments. All Overtime shall be in addition to the regular weekly salary. Tour Overtime shall be submitted weekly in order to avoid a lump sum payment at the conclusion of the tour.

### **(1) STAFF EMPLOYEES:**

(a) Overtime at the rate of time and one-half (1-1/2) for work performed in excess of thirty-five (35) hours in the regular Work Week [in excess of forty (40) hours for Apprentices].

(b) Overtime at the rate of time and one-half (1-1/2) for work performed in excess of twenty-eight (28) hours in the summer Work Week.

(c) Overtime at the rate of time and one-half (1-1/2) for work performed in excess of eight (8) hours in any given day during a regular Work Week.

(d) Overtime at the rate of time and one-half (1-1/2) for work performed in excess of seven (7) hours in any given day during a summer Work Week.

(e) Overtime at the rate of double (2) time for work performed past midnight (12:00 A.M.) during both Performance Season and tours.

(f) Overtime at the rate of double (2) time for work performed on a Sunday during Performance Season and Non-Performance Season, minimum four (4) hour call. All Sunday time shall be computed separately and not credited to the regular Work Week.

(g) Overtime at the rate of double (2) time for work performed on a Sunday during tours, minimum four (4) hour call. All such time shall be computed separately and not credited to the regular Work Week.

(h) Overtime at the rate of double (2) time for photo calls that take place after an evening performance.

### **(2) PER-DIEM EMPLOYEES:**

(a) Overtime at the rate of time and one-half (1-1/2) for work performed in excess of four (4) hours in any given call.

(b) Overtime at the rate of double (2) time for work performed in excess of

eight (8) hours in any given day.

(c) Overtime at the rate of double (2) time for work performed past midnight (12:00 A.M.).

(d) Overtime at the rate of double (2) time for work performed on a Sunday, minimum four (4) hour call.

#### **ARTICLE IX: PENALTIES**

A. REST PERIOD: An employee shall be given a "Rest Period" of at least eleven (11) hours between the completion of such employee's last assignment in any given day and the commencement of such employee's first assignment on the following day. Any employee who is required to work during a Rest Period shall be compensated at double (2) time for the time worked.

B. MEAL PERIOD: In any Work Day in a regular Work Week in which an employee is required to work in excess of four (4) hours, such employee shall be entitled to a "Meal Period" of one (1) hour, to begin no earlier than the start of such employee's fourth (4th) hour of work and not later than the end of such employee's sixth (6th) hour. If an employee is not given the one (1) hour Meal Period, such employee shall be paid one (1) hour additional compensation.

C. If any employee is required to work six (6) evening performances, the sixth evening performance shall be paid for at the rate of time and one-half (1-1/2) the applicable performance rate in addition to the employee's weekly salary. This will apply to both "In-Town" and "On Tour" Work Weeks.

D. If any employee is required to work two (2) performances on Saturday, such employee shall receive one (1) hour additional compensation at straight (1x) time in lieu of a dinner period.

E. For those special hardship performance conditions in which a member of the Hair Stylists or Make-Up Department must remain on stage for an extended period of time, e.g., LULU, BUDD, HANSEL, those situations to be agreed to by Department Head and the Met, an employee performing such work shall be paid one (1) hour additional compensation at straight (1x) time.

F. If any employee is required to appear in costume on stage during a performance, such employee shall receive the following "stage appearance" fee as additional compensation:

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
\$60.04	\$61.24	\$62.46

The provisions of this Paragraph F shall be deemed exclusive of the provisions of Paragraph E above which shall apply only in cases of actual hardship as therein defined.

G. Any employee engaged in performing work on stage who (1) shall be required to remain on the set for an entire act or scene, or (2) shall be required to perform work in a lift, e.g. a genie, catwalk, grid, galleries or on a moving piece of scenery as approved by management prior to the performance, shall receive, in addition to his/his regular performance fee, a fee of:

<u>4/1/13</u>	<u>8/1/13</u>
\$30.17	\$30.77

## **ARTICLE X: PYRAMIDING PROHIBITION**

In the event that under the provisions of this Agreement two (2) or more rates of pay are applicable to the same work or services rendered within the same period, then in such event only one (1) of such applicable rates (the highest if there be a differential) shall be payable for such work or services. However, any payments designated as penalties hereunder shall be in addition to compensation otherwise provided.

## **ARTICLE XI: HOLIDAYS**

A. For the purpose of this Agreement, the following shall be deemed as "Holidays": New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Christmas Day.

B. When and if a Holiday falls on a Sunday, the following Monday shall be celebrated as the Holiday.

C. All employees shall be entitled to the following, with respect to Holidays:

(1) Staff and Per-Diem Employees who work such a Holiday (day and/or performance) shall be entitled to double (2) time pay for such work.

(2) Staff Employees who do not work a performance on such a Holiday shall receive a four (4) hour credit for such performance, and any such evening performance shall not be considered the regular evening performance off during the week.

D. If a Holiday falls during an employee's paid vacation period, he/she shall receive an additional day of paid vacation.

## **ARTICLE XII: EMPLOYMENT CONDITIONS**

### **A. GUARANTEE OF EMPLOYMENT**

(1) Six (6) employees shall be employed as Staff Employees: one (1) Department Head, one (1) Assistant Department Head, two (2) Make-up Artists, and two (2) Hair Stylists/Wig Makers. Except in the event of dismissal for cause, all employees listed in Section I of APPENDIX A, annexed hereto and made a part hereof, shall be deemed Staff Employees. All future employees employed on a weekly basis pursuant to the wages and conditions provided herein (as opposed to Per-Diem Employees) shall also be deemed Staff Employees.

(2) All Staff Employees shall be guaranteed 49 weeks of employment (inclusive of vacation) during each year of this Agreement.

### **B. ADDITIONAL MAKE-UP ARTIST**

(1) The Met agrees to employ an additional Make-Up Artist outside the guarantee of employment specified in Paragraph (A) above. The purpose of such additional employment is to create more scheduling flexibility in the use of the guaranteed staff employees and to alleviate the workload whenever possible in the heaviest periods of a work week.

(2) Such Make-Up Artist shall be employed for a maximum of thirty-five (35) hours per week and shall receive weekly pay as specified in Article VI (C). Overtime and penalties shall be paid according to Articles VIII and IX, it being understood that such work will be performed only in unusual circumstances. It is the responsibility of the Department Head to schedule such Make-Up Artist's employment to relieve the guaranteed staff without incurring expense greater than that resulting from the regular weekly pay.

(3) Such Make-up Artist shall be covered by the benefits specified in Article XII (I) and (J) (1) during the period of employment, including any vacation. Such Make-up Artist shall receive a pro-rata vacation payment at a rate of one (1) week of vacation for each ten (10) weeks of employment, to a maximum of five (5) weeks of vacation annually.

(4) If there is sufficient work for such Make-up Artist to work 35 or more weeks during the fiscal year, such Make-up Artist shall be eligible for a full year of health insurance coverage.

(5) Such Make-Up Artist shall be a participant in the Metropolitan Opera Association Retirement Plan as specified in Article XII (J) (1).

C. HAIR STYLIST/WIG MAKER

Staff Hair Stylists/Wig Makers shall perform as required all duties normally associated with the making and dressing of wigs, such duties to be performed under the direction of the Head of the Hair Stylists Department.

D. PROBATIONARY PERIOD: Any new employee who is engaged by the Met after September 14th, 2006, shall be a probationary employee for a period of one (1) year from the commencement of such engagement unless terminated within such year. At the expiration of such year, the Met, in consultation with the Department Head, shall determine whether or not to continue such employment. In the event the Met shall decide to terminate such probationary employee upon the expiration of the probationary period, it shall give written notice of such termination fifteen (15) days prior to the expiration of such one (1) year. The decision of the Met respecting termination of any such probationary employee shall be final and shall not be subject to grievance, mediation, or arbitration.

E. PAYMENT OF COMPENSATION:

(1) Staff employees shall be paid on or before Tuesday of the week following the week worked.

(2) The Met shall have the right to pay its employees by check and if payment by check is made before noon (12:00 P.M.) on Friday of the week worked no check cashing service need be provided.

(3) Staff employees shall be eligible to have their pay deposited directly into their banking accounts on a weekly basis with the understanding that the date that deposited funds are available in the employee's account may be later than the usual payday. The election of Direct Deposit shall be at each individual employee's option.

F. VACATION

(1) All Staff Employees shall be entitled to five (5) weeks' paid vacation annually.

(2) As used herein, the term Staff Employee (as defined in ARTICLE XII, Paragraph (A) hereof) shall further mean an employee who in the course of any one year has actually worked, and/or been compensated for work time by virtue of illness, in accordance with ARTICLE XII, Paragraph H (1)-(2)-(3), for a minimum of forty (40) weeks. An employee shall be deemed to have worked one (1) week if such employee:

(a) Is fully compensated for the week;

(b) Works four (4) days in the week and is paid for just those four (4) days pursuant to mutual agreement;

(c) Works eight (8) calls in the week and is paid for just those eight (8) calls pursuant to mutual agreement.

(3) In the event a Staff Employee elects, pursuant to mutual agreement, to work less than

the minimum forty (40) weeks hereinabove defined, then in such event such employee's vacation time shall be reduced to three (3) weeks' vacation with pay; however, this shall in no way affect such employee's staff status with respect to other conditions and/or provisions contained herein.

(4) A Staff Employee may take two (2) weeks of the vacation to which such employee is entitled outside of the normal vacation period at the discretion of the Department Head, provided this is in agreement with the Met.

G. JURY DUTY: In the event a Staff Employee is called to serve on Jury Duty, such employee's minimum weekly salary shall be continued for a maximum of two (2) weeks in each year.

H. SICK LEAVE

(1) Each Staff Employee employed by the Met on a weekly basis, as hereinabove defined, shall be entitled to "Sick Leave" for illness or disability during any year as specified in Paragraph (2) hereof. No person shall be entitled to sick leave as a matter of right, i.e., Sick Leave can only be taken by a person who is actually ill or disabled. In connection therewith the Met may require such employee to furnish a doctor's certificate; the Met may, from time to time, require employee to submit to examination by a doctor designated and paid by the Met to verify such illness or disability. Sick Leave shall be based upon number of years of service. However, in no event shall any period of Sick Leave extend beyond fifty-two (52) weeks and in no event shall any period of Sick Leave extend beyond the term of the employee's engagement, or overlap, i.e., a two (2) week period in one (1) year shall not be consecutive with a two (2) or three (3) week period in the subsequent year.

(2)	<u>Years of Service</u>	<u>Sick Leave</u>
	1-3	2 weeks
	4-6	3 weeks
	7-9	4 weeks
	10-12	8 weeks
	13-15	12 weeks
	16-18	26 weeks
	19 and over	52 weeks

(3) A week of Sick Leave shall be the equivalent of six (6) non-consecutive working days, or forty (40) hours, or ten (10) calls. During the Work Week, an employee shall be credited with a minimum of one (1) four (4) hour call in the event of illness, and two (2) four (4) hour calls if such employee was scheduled for the two (2) calls. If an employee is scheduled for two (2) four (4) hour calls and only works one (1) in any given day due to illness, then in such event such employee shall be credited with the one (1) four (4) hour call missed.

NOTE: *The provisions of this Paragraph H shall be governed by those of ARTICLE XII, Paragraphs A and F (2).*

I. WELFARE PROGRAMS

(1) STAFF EMPLOYEES: All Staff Employees shall receive the following Welfare Benefits at the expense of the Met:

- (a) Family Comprehensive Medical Insurance;
- (b) Family Vision Insurance;
- (c) Family Dental Insurance; and
- (d) Life Insurance in face amount equal to two (2) times each employee's gross annual salary for the prior year (\$200,000 maximum benefit).



Effective April 1, 2013, any employee entitled to be covered by the Met's medical and prescription drug plan shall be covered, in lieu thereof, by what is known as Met Medical Plan B with Prescription Drug coverage, without premium contribution.

NOTE: *The provisions of this Paragraph I (1) shall be governed by those of ARTICLE XII, Paragraphs A and F (2).*

(2) PER-DIEM EMPLOYEES:

(a) The Met shall be obligated to contribute to the "I.A.T.S.E. National Health & Welfare Fund" ("Fund") at the rate of nine percent (9%) (effective April 1, 2013, fourteen percent (14%)) of the gross earnings of each employee hereunder employed on a per-diem basis.

(b) The Union warrants and represents that said Fund " has been established and is operated and maintained in accordance with law; that said Welfare Fund and the Welfare Plan have been duly qualified as an exempt trust; that such Fund is administered by any equal number of union-designated and employer-designated trustees; that such Fund is used for the sole and exclusive purpose of paying and/or providing medical, surgical, hospital, accident, disability, death, dismemberment, or kindred benefits to persons covered thereby, as the Trustees thereof may determine.

(c) The Met agrees that it is bound by all of the terms and conditions of the Agreement and Declaration of Trust establishing the Fund, as restated and amended, and to the Fund's collections policies and procedures, as amended, as related to the contributions due as set forth herein.

(d) The contributions of the Met, as provided for herein, shall be due and payable by the tenth (10th) day of the month immediately following the effective date specified and on the tenth (10th) day of each and every succeeding month during the term hereof in respect to covered employment during the preceding month. Upon making each such payment, the Met shall furnish also a statement of the names of the employees on whose account the contributions are being made and their gross earnings for such period. Such statements shall be on the forms supplied by the Fund as used by all other contributing employers; copies of such statements shall be sent simultaneously to the Union.

(e) In no event shall the Met be liable because of the neglect, failure or refusal of any other Employer to make its required contributions to the Fund or to file its required reports therewith.

(f) The right of the Trustees of such Fund to enforce payment of contributions required herein shall in no way affect the right of the Union under this Collective Bargaining Agreement to enforce such payments.

(g) Interest shall accrue upon any obligation owing for more than twenty (20) days and in the event of such default by the Met, any expenses required to be incurred (including reasonable legal fees, accountants' fees, administrative fees, etc.) to enforce the payment of the contributions due shall become an additional liability of the Met. The Trustees shall have the right, through a certified public accountant of their choice, to examine all employment records of the Met with respect to employees hereunder for verification purposes.

J. PENSION

(1) METROPOLITAN OPERA ASSOCIATION RETIREMENT PLAN:

(a) Each employee listed in Section II of APPENDIX A shall be a participant in the Metropolitan Opera Association Retirement Plan, as amended. Such plan is non-contributory and no employee shall be required to make any contribution to the Plan. Specific details regarding plan features shall be provided in the Plan Document and Summary Plan Description (SPD), a copy of which shall be provided on an as needed basis to the Union and its members.

(b) A Staff Employee (other than an Apprentice) shall become a participant in the Plan effective on the first date of their employment in a Staff position.

(c) The Met shall have the right, each year, to schedule a Pension Fund Concert (which may take place on a Sunday). Employees who are participants in the Retirement Plan shall perform services in connection with such concerts (and rehearsals therefor) without compensation. Such concert performances shall be no more than two and one-half (2-1/2) hours in duration, with a rehearsal not to exceed two and one-half (2-1/2) hours. The foregoing shall be contingent upon a similar contribution of services by other groups in the House who are covered by the Retirement Plan and an equitable allocation of funds to the cost of the Plan.

(d) Commencing August 1, 2006, the pre-retirement death benefit provision under the MOA Retirement Plan was expanded to include legally qualified domestic partners, as defined in the Met's then-current policies, designated as beneficiaries.

(2) UNION PENSION FUND – STAFF AND PER-DIEM EMPLOYEES:

(a) The Met shall be obligated to make contributions to the "Pension Fund of Make-Up and Hair Stylists, Local #798" ("Fund") at the rate of eight percent (8%) (effective April 1, 2013, seven-and-one-half percent (7.5%)) of the gross earnings of each employee hereunder, Staff or Per-Diem.

(b) The Union warrants and represents that the Fund has been established, and is operated and maintained in accordance with law; that said Pension Fund and the Pension Plan have been duly qualified as an exempt trust; that such Fund is administered by any equal number of union-designated and employer-designated trustees; that such Fund is used for the sole and exclusive purpose of purchasing and/or providing pension or retirement benefits for persons covered thereby, as the Trustees thereof may determine.

(c) The Met agrees that it is bound by the Agreement and Declaration of Trust establishing the Fund.

(d) The contributions of the Met, as provided for herein, shall be due and payable by the tenth (10th) day of the month immediately following the effective date specified and on the tenth (10th) day of each and every succeeding month during the term hereof in respect to covered employment during the preceding month. Upon making each such payment, the Met shall furnish also a statement of the names of the employees on whose account the contributions are being made and their gross earnings for such period. Such statements shall be on the forms supplied by the Fund as used by all other contributing Employers; copies of such statements shall be sent simultaneously to the Union.

(e) In no event shall the Met be liable because of the neglect, failure or refusal of any other Employer to make its required contributions to the Fund or to file its required reports therewith.

(f) The right of the Trustees of such Fund to enforce payment of contributions required herein shall in no way affect the right of the Union under this Collective Bargaining Agreement to enforce such payment.

(g) Interest shall accrue upon any obligation owing for more than twenty (20) days and in the event of such default by the Met, any expenses required to be incurred (including reasonable legal fees, accountants' fees, administrative fees, etc.) to enforce the payment of the contributions due shall become an additional liability of the Met. The Trustees shall have the right, through a certified public accountant of their choice, to examine all employment records of the Met with respect to employees hereunder for verification purposes.

K. ANNUITY FUND

(1) The Met shall contribute to the I.A.T.S.E. Annuity Fund a payment at the rate of eleven percent (11%) (effective April 1, 2013, thirteen percent (13%)) of the gross earnings paid to the Apprentice and to each and every Per-Diem Employee employed hereunder and to such employees only.

(2) The Annuity Fund contributions specified herein shall be paid in the same manner as the Met makes contributions to the Union Pension Fund.

L. CONTRIBUTION COST NEUTRALITY

If the result of the changes in percentage contributions effective April 1, 2013, as set forth in this Article XII, Paragraphs I(2)(a), J(2)(a) and K(1) is not cost neutral, the parties shall meet at the end of the 2013-14 fiscal year to determine how to adjust the percentages to produce a cost-neutral result.

M. TRANSITCHEK/PARKING PROGRAM

(1) Staff employees shall be eligible to participate in the Met's TransitChek program to the extent permitted by Internal Revenue Service regulations.

(2) The Met shall provide to Staff employees a program under which parking can be paid in pre-tax dollars as may be permitted by the Internal Revenue Service. The terms and conditions of such program must be in accordance with then-current Internal Revenue Service regulations. The effective date for participation will occur as soon as operationally possible after the Met's reorganization of the program.

N. MEDIA:

(1) The agreement between the Met and Union regarding audio-visual material is annexed to this Agreement as APPENDIX B. The compensation specified in the media agreement shall be in addition to employees' regular earnings.

It is expressly understood, however, that the above does not relate to On-Camera appearances, which are governed by the contract of another organization.

(2) The Met shall provide an HD monitor in the make-up room in the principal artists' area on those HD days when there is a live feed from the HD truck, as long as it technologically possible.

**ARTICLE XIII: MISCELLANEOUS PROVISIONS**

A. PER-DIEM ALLOWANCES

(1) Out of town performances for which employee is not required to spend the night outside of New York City (e.g., Philadelphia) - \$12.00 for the term of this Agreement.

(2) Out-of-town performances for which employee is required to spend the night outside of New York City - the following:

(a) The food allowance shall be:

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
\$94.91	\$96.81	\$98.75

(b) The hotel allowance in each year of the Agreement shall be determined by the following method and shall be added to the food allowance in order to arrive at the total per diem:

On March 1st of each year, an average (single room) hotel rate, including local hotel tax, if any, shall be determined for each city on the tour, based on an agreed-upon list. These applicable city averages shall be weighted by the number of days spent in the respective cities in order to arrive at the average hotel rate.

(3) Out-of-town performances referred to in ARTICLE IV, Paragraph C (2)-(3), shall be treated as specified therein.

B. TOURING

(1) An employee who is required to go on tour shall receive one (1) day off prior to the tour and two (2) days off following the tour.

(2) Ground Transportation

(a) First class railroad accommodations shall be furnished for all employees herein when traveling outside of New York City, when and if "Ground Travel" transportation is used.

(b) In accordance with past practice, the Met shall provide transportation or taxi fare reimbursement for travel between the hotel and theater in any tour city when the distance is such that walking to and from the theater is impractical. It is understood that the department will make best efforts to travel in groups.

(3) Air Transportation

(a) Airplane accommodations shall be furnished for all employees herein when traveling outside New York City, when and if "Air Travel" transportation is used, subject to the following:

i. The Met shall purchase at its expense a minimum of One Hundred Thousand Dollars (\$100,000.00) accident and death insurance wherever possible for each such employee for the entire period outside of New York City.

ii. The Met agrees to provide transportation to and from airports and the central hotel districts of each town or city outside of New York City.

iii. With respect to the tours defined in ARTICLE IV, Paragraph C (2)-(3), all "Transportation" provisions shall apply, within the scope of the accommodations and circumstances available in the various countries.

iv. In the event an employee hereunder declines for personal reasons to be transported by air, such refusal shall in no way be grounds for dismissal and/or affect his/her staff status in any manner as provided for herein. The Met may engage a replacement for such employee for the duration of the tour in question.

(4) In the event of illness or accident, death in family, or similar emergency necessitating the return of an employee from the tour, the Met shall pay economy class fare from any tour or out-of-town engagement to New York City for such employee. In such event, the Met shall have the right to determine whether or not such employee shall be replaced, and such employee shall not receive a per-diem allowance subsequent to arrival in New York.

C. ACCOMMODATIONS AND SUPPLIES

(1) The Met shall provide suitable working accommodations, rooms, lighting and equipment for employees hereunder, in conformance with the execution of the duties hereinabove expressly provided for, and as normally and historically associated with Make-Up Artistry and Hair Styling.

(2) The Met shall provide all supplies and materials for employees hereunder, in conformance with the execution of the duties hereinabove expressly provided for, and as normally and historically associated with Make-Up Artistry and Hair Styling.

(3) Employees hereunder shall Pack and Un-Pack all materials, make-up equipment, hair pieces, wigs, etc. in conformance with the duties hereinabove expressly provided for, and in connection with the Met's tours.

D. CALLS

(1) In taking cognizance of factors such as ability, aesthetic and artistic scope, personalities, etc., the Met requires that all calls for employees hereunder shall be placed through the Make-Up Artists Department Head.

(2) For all calls requiring the services of a Hair Stylist, the Make-Up Artists Department Head shall also be called; however, this is not to mean that said Make-Up Artist must be in direct proximity and/or in attendance; as long as he/she is credited with such call; is available if his/her services are required; and those duties associated with his/her craft are not infringed on in any way; such shall suffice.

(3) In the event of illness of a Make-Up Artist or Hair Stylist, a replacement shall be engaged from the Union if in the opinion of the Department Head a replacement is needed.

(4) Where an employee is given a special photo-call (i.e., on a day where there are not rehearsals or performances), it shall be for a minimum of four (4) hours at the prevailing rate [i.e., if occurring within thirty-five (35) hour week, eight (8) hour day at straight time, or if occurring after thirty-five (35) hours or eight (8) hours, at time and one-half (1-1/2)]. Employee shall be given at least forty-eight (48) hours' notice of a special photo-call, failing which such employee shall receive a penalty of two (2) hours at double (2) time in addition to such employee's base pay.

(5) On photo-calls taking place during rehearsals or performances in studios, dressing rooms, hallways, rehearsal halls where additional work is required (that is, to redo or change make-up - not just touch up), the employee is to receive a penalty of one (1) hour at time and one-half (1-1/2) in addition to such employee's base pay. No forty-eight (48) hour notice is required for such a call.

E. PERFORMING ARTISTS: Nothing contained herein or the duties expressly provided for hereinabove shall prevent any "Performing Artist" from the application of his/her own make-up and/or hairdressing, as long as the employees hereunder are available as a precaution if their services are required.

F. LEAVES OF ABSENCE: Leaves of Absence may be requested by Make-Up Artists or Hair Stylists and it is the Met's intention not to unreasonably withhold its consent to such requests.

G. SEVERANCE

(1) Severance pay of one (1) week per year of service, with a maximum of ten (10) weeks' payment, shall be paid upon termination of employment for any reason, except in the case of dismissal for cause, of an employee with five (5) or more years of service. Any employee who is terminating employment and who has fifteen (15) or more years of service will receive a severance payment of up to a maximum of twenty (20) weeks—one for each year of service.

(2) Notwithstanding the foregoing, An employee who is retiring from the Met and electing to commence receiving their Met pension benefit and who has more than ten (10) years of service shall be paid one (1) week's severance for each year of service, with a maximum of twenty-five (25) weeks' payment.

(3) The amount of severance to be paid in any such case shall be computed in the same manner as the employee's vacation pay and sick leave pay. The first five (5) years of service shall be counted for an employee eligible for severance pay. With regard to severance payments, physical inability shall not be deemed cause.

H. OUTSIDE ATTRACTIONS: In the case of any outside or presentation attraction at the Met which requests the services of the Wig and/or Make-Up Department, the Met shall make best efforts to give first option for such employment to its Staff Employees. Any employment for such attraction shall be on the terms and conditions of this Agreement.



I. **BORROWED PRODUCTIONS:** In the event the Met has reason to mount productions that are borrowed from and/or conceived in another theater, the Heads of the Wig and Make-Up Department shall take part in a discussion to ascertain whether or not the Wig and Make-Up requirements for such production(s) are of a nature that would necessitate the Head or Heads traveling to see the details of such production.

J. **PLAYBILL CREDIT:** The following language shall be inserted onto the Playbill title page: "Wigs and Makeup Executed by Metropolitan Opera Wig and Makeup Department." The Department Head, Assistant Head of Makeup and Assistant Head of Wigs shall be added to the staff listings section of the Playbill under the Stage & Shops Operations sub-heading.

#### **ARTICLE XIV: APPRENTICESHIP PROGRAM**

A. To facilitate the training of individuals in the Craft referred to in the Scope of this Agreement (ARTICLE I, Paragraph C) the parties agree as follows:

B. The Met agrees to engage one Apprentice during the term of this Agreement. Such Apprentice shall be engaged on a weekly basis for a trial period of up to six (6) months and may be discharged by the Met for any reason during such trial period. If the Met wishes to continue the employment of such an Apprentice subsequent to termination of the six-month trial period, such Apprentice shall be engaged as follows:

(1) In any year, such Apprentice shall be guaranteed the applicable number of weeks of employment specified in ARTICLE XII, Paragraph A (2) which guarantee shall include any weeks worked by the Apprentice during the trial period. A year of Apprenticeship shall be deemed to commence August 1 and end July 31.

(2) Each Apprentice shall be up-graded annually and shall be paid at the applicable rates specified in ARTICLE VI, Paragraph H of this Agreement. No Apprentice shall be tested by the Union until the end of the third (3rd) year. The Met shall be under no further obligation to continue the employment of such Apprentice after the third (3rd) year of apprenticeship.

(3) In any year, August 1 through July 31, in which the Met employs a sixth (6<sup>th</sup>) Staff Employee at a weekly rate of pay in excess of the applicable third-year rate specified for Apprentices in Paragraph H of ARTICLE VI, the Met shall have no obligation under the Agreement to engage an Apprentice at any level and the provisions of this Article XIV shall not apply.

#### **ARTICLE XV: DISCHARGE**

A. Union agrees that the Met may discharge any employee covered by this Agreement for just cause; "just cause" to be defined and limited to the following:

(1) Witnessed intoxication, dishonesty, gross insubordination, or failure to abide by the terms of this Agreement; or,

(2) Physical inability to perform the duties expressly provided for hereinabove, in which case the Met shall make every effort to reassign such employee to a position commensurate with his/her physical ability.

B. In the event an employee is discharged for just cause pursuant to Paragraph A (1), the Met shall not be required to give such employee any notice and any such employee may be discharged forthwith, with the exception of "gross insubordination", in which case the Met shall be obligated to give two (2) weeks' notice of discharge, or in lieu thereof, shall pay such employee two (2) weeks' salary.



C. In the event an employee is discharged for just cause pursuant to Paragraph A (2), the Met, after making every effort of re-assignment, shall be obligated to give four (4) weeks' notice of such discharge, or four (4) weeks' salary in lieu thereof.

#### **ARTICLE XVI: ADMISSION TO PREMISES**

The Business Representative of Union, or his/her duly accredited representative, shall be admitted to the premises of the Met or such places as the employees hereunder may be working, at reasonable times. The Met agrees to cooperate with such representative in dealing with all matters pertaining to the official business of the Union. The Business Representative shall attempt to adjust, in cooperation with the Met's representative, any dispute and in the event that such dispute cannot be adjusted, it shall be referred to the Grievance Procedures hereinafter defined.

#### **ARTICLE XVII: GRIEVANCE, MEDIATION, ARBITRATION**

A. Any dispute between the parties involving the application, interpretation, or performance of this Agreement (hereinafter called a "grievance") shall be promptly referred to grievance and mediation in the manner hereinafter provided.

B. The party who claims that a grievance has arisen shall serve written notice of grievance upon the other party. If the grievance involves a discharge pursuant to ARTICLE XV, notice of grievance shall be served on the Met within fifteen (15) days from the date of discharge. Such notice of grievance shall consist of a written statement setting forth, in reasonable detail, the nature of the grievance. After receipt thereof, the parties shall meet with the Business Representative of the Union and a representative of the Met who shall first promptly endeavor to resolve such grievance. If they are unable to resolve the grievance, then it shall be referred to the International to which the Union belongs and said International shall endeavor to mediate the grievance between the parties. Such mediation shall be concluded no later than forty (40) days from the date on which notice of grievance was served on the other party. In the event that within the limitation of time herein specified, such mediation has failed to resolve the grievance, then either Union, the Met or International may submit to final and binding arbitration by an arbitrator pursuant to the provisions of Paragraph C.

C. It shall be a condition precedent to any arbitration that the provisions of Paragraph B shall be first complied with and only an "arbitrable dispute" shall be referred to arbitration. As used herein, the term "arbitrable dispute" shall mean an issue or issues which involve the interpretation, application or performance of particular provisions of this Agreement and alleged violations hereof.

(1) Except as otherwise herein provided, arbitration shall be held in accordance with the then applicable rules of the American Arbitration Association and an arbitrable dispute shall be referred to a single Arbitrator appointed by the American Arbitration Association in accordance with its then current rules.

(2) An arbitration may be instituted by either party ("initiating party") by serving a written demand ("Demand") therefor upon the other party and upon the American Arbitration Association. Such Demand shall be served no later than fifty (50) days from the date on which notice of grievance was first served on the other party. Such Demand shall set forth, clearly and concisely:

- (a) The question or questions at issue.
- (b) The specific provision or provisions of the Agreement which it is claimed are in dispute.
- (c) The contentions of the party demanding arbitration with respect to the issues to be arbitrated.

(d) The relief sought on the arbitration.

(3) Within five (5) days after receipt by the other party ("responding party") of the Demand, the responding party shall serve its written answer thereto upon the initiating party and upon the American Arbitration Association. Such answer shall set forth the same matters as are required for the Demand. In the event that the responding party shall challenge the arbitrability of any issue or issues set forth in the Demand, the question of arbitrability shall be determined in the manner prescribed by Article 75 of the Civil Practice Law and Rules of the State of New York. Notwithstanding anything contained to the contrary in Article 75 of the Civil Practice Law and Rules, the court in determining whether or not an arbitrable dispute exists shall have power to determine whether or not the claim with respect to which arbitration is sought is tenable or whether or not a bona-fide or arbitrable issue exists. In making such determination, it is expressly agreed that the court shall have the power to decide and determine whether or not the parties have complied with the conditions precedent to arbitration specified in Paragraphs B and C hereof. In determining whether or not an arbitrable dispute exists, all limitations of time set forth in this ARTICLE XVII shall be strictly construed and in no event shall either party claim that any provision of this ARTICLE has been waived or modified unless the alleged waiver or modification is in writing and is signed by both parties.

(4) Any hearing shall be concluded within a reasonable time unless otherwise ordered by the Arbitrator. The award of the Arbitrator shall be made within seven (7) days after the close of the hearing, unless all the parties otherwise consent, and shall be binding upon all parties to the arbitration and judgment upon such award may be entered by any such party in the highest court of a forum, state or federal, having jurisdiction. The expenses of any arbitration shall be divided equally between the parties to the dispute.

#### **ARTICLE XVIII: PROHIBITION OF STRIKE OR LOCKOUT**

A. There shall be no lockout, strike, work stoppage, or other interference with, or interruption of, employment during the term of this Agreement, unless a party has failed to conform to a decision or award of an Arbitrator rendered in accordance with the provisions of ARTICLE XVII hereof. The foregoing, however, shall not be construed as requiring any employee to cross a legal picket line.

B. If by reason of fire, power failure, accident, strike, labor dispute, riot, act of God, epidemic, war or any other cause of the same general class (the foregoing being referred to as a condition of Force Majeure), the Met is compelled or required to cease its operations, then during such period of Force Majeure, the Met shall not be required to pay any employee hereunder, pursuant to ARTICLE XII, Paragraph A hereof, if such employees have been given twenty-four (24) hours' notice of such Force Majeure.

#### **ARTICLE XIX: PRIOR OBLIGATION**

As union is a member of INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, AFL-CIO, CLC, nothing contained in this Agreement shall be construed so as to interfere, circumvent, or subvert any obligation Union owes, or may owe, to said International by reason of prior obligation.

#### **ARTICLE XX: CHECK-OFF**

As an accommodation to Union, the Met agrees that it will deduct four (4%) percent of contract wages earned (excluding overtime) to be earned by each employee covered under this Agreement, for whom there shall be filed with the Met a written assignment in accordance with Section 302 of the Labor

Management Relations Act, 1947. The Met shall commence making such deductions with the first wage payment to be made to such employee following the date of the filing of his/her said written assignment and such deductions shall continue thereafter with respect to each and every subsequent wage payment to be made to each such employee during the effective term of said written assignment.

Within one week after the end of each month, the Met shall remit to the Union, by check drawn to the order of Make-Up Artists and Hair Stylists, Local 798, I.A.T.S.E., the total amount of all deductions made during the said payroll period for all such employees. At the time of such remittance, and together therewith, the Met shall furnish also to the Union a record certifying the names of the employees on whose account such deductions were made and their respective earnings for said month. The Met will not be liable for failure to make a deduction or deductions; however, the Met will use reasonable care in making such deductions. The Met agrees that a written assignment in the following form will be acceptable for the purpose of this paragraph:


"Employee hereby authorizes and directs the Met to deduct from his/her wages/pay any dues payable by him/her to Local 798 as Local 798 may instruct the Met. This authorization and direction is irrevocable for a period of one year from the date hereof or for the period of the current collective bargaining agreement in effect between Local 798 and the Met, whichever is sooner. Thereafter, this authorization and direction shall be automatically renewed and irrevocable for each successive one-year period or until termination of the then current collective bargaining agreement, whichever is sooner, unless revoked by Employee by sending written notice that he/she wishes to revoke all or part of it to Local 798 and the Met by registered mail. To be effective, such notice of revocation must be sent not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of the collective bargaining agreement or the then current one-year period, whichever is sooner. Any such revocation shall become effective the first day of the calendar month following its receipt by the Met."

In the event any employee shall assert a claim against the Met arising out of any check-off of monies from his/her salary that have been remitted to Union, Union shall indemnify and hold the Met harmless against any expense or liability which it may incur in connection therewith.

#### **ARTICLE XXI: DURATION OF AGREEMENT**

This Agreement shall be in effect from August 1, 2011 and shall continue in effect to and including July 31, 2014. At least ninety (90) days prior to the expiration date, the parties shall meet and confer to negotiate the terms of a new Agreement to take effect August 1, 2014. The party desiring changes in the Agreement shall submit same in writing to the other at least ninety (90) days before the expiration of the Agreement, and if such written statement of desired changes is not so served, this Agreement shall be automatically renewed for an additional year, provided that the party claiming such automatic renewal has served upon the other party a written notice by registered mail at least fifteen (15) days before the ninety (90) day deadline calling attention to the possibility of such automatic renewal if timely notice of desire to change the Agreement is not served.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.



THE METROPOLITAN OPERA

By: \_\_\_\_\_  
Peter Gelb

Date: \_\_\_\_\_

MAKE-UP ARTISTS & HAIRSTYLISTS,  
LOCAL #798, I.A.T.S.E.

By:   
Daniel Dashman

Date: 4/30/2015

**APPENDIX A**  
**STAFF EMPLOYEES**

- I. Employees who are deemed Staff Employees as of August 1, 2011 for the purpose of the attached Collective Bargaining Agreement [specifically: ARTICLE XII, Paragraphs A, F (1), F (2) sub-paragraphs (a), (b), (c), F (3), F (4), G, H (1)-(2)-(3), and all other provisions and conditions relating to Staff Employees]:

Tom Watson	Head (Wigs and Make-Up)
Steven Horak	Assistant Head (Make-Up)
Jimmy Cortes	Make-up Artist – Level 2
Arnold Gargiulo	Make-up Artist – Level 1
Kevin Rawlings	Make-Up Artist – Level 2
Maria Torre	Make-Up Artist Level 2
Juliet Veltri	Assistant Head (Wigs)
Robert Greene Jr.	Hair Stylist/Wig Maker Level 1
Timothy Harvey	Hair Stylist/Wig Maker Level 1
Allison Imoto-Suh	Hair Stylist/Wig Maker Level 1
Jill Kaplan	Hair Stylist/Wig Maker Level 1
Tera Willis	Hair Stylist/Wig Maker Level 1

Apprentice (if any) - subject to the Apprentice provisions of the Agreement.

- II. Employees as of August 1, 2011 who are eligible for participation in the Metropolitan Opera Association Retirement Plan in accordance with Article XII, Paragraph J (1) (a):

Jimmy Cortes  
Arnold Gargiulo  
Robert Greene Jr.  
Timothy Harvey  
Steven Horak  
Jill Kaplan  
Allison Imoto-Suh  
Kevin Rawlings  
Maria Torre  
Juliet Veltri  
Tom Watson  
Tera Willis





## APPENDIX B

### MEDIA AGREEMENT

This Appendix B shall cover and relate to persons (designated Make-Up and Hair Styling Department "employees") employed by the Metropolitan Opera (the "Met") in the United States under the terms and conditions of this collective bargaining agreement ("Agreement") and Make-Up and Hair Styling Department employees who were employed under prior collective bargaining agreement between the Met and Union, wherever they were or may be employed by the Met, in programs produced for national or international broadcast or for syndication, whether live or produced on videotape or kinescope on standard or non-standard television, or for distribution by means of video-disc, videocassette or other audio-visual devices now known or hereafter devised for home video use or for distribution by any new media.

#### **A. SUMMARY OF MEDIA RIGHTS AND PAYMENTS**

1. **Term:** The term of the media agreement is August 1, 2011 - July 31, 2014.

2. **Media Salary:**

(a) Make-Up and Hairstyling Staff Employees: A media salary guarantee in the following amounts:

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
\$1,142.86	\$1,165.72	\$1,189.03

(b) Make-Up and Hairstyling Per Diem Employees: the following amount for each audio-visual event that the employee works

<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
\$32.09	\$32.73	\$33.38

3. **Revenue Sharing:**

(a) The Met will create a "Pool" equal to 60% of "net revenues" (defined in Section C of this Appendix B). 1.0% of the Pool shall be distributed among Make-Up and Hairstyling staff and Make-Up and Hairstyling per diem employees based upon a "point" system. Points will be determined based on the past relationships of audio-visual first release payments.

(b) Continuation of revenue sharing under existing media agreements until expiration of those existing agreements.

(c) Revenue sharing guarantees:

The Met will pay the following revenue sharing guarantees:

(i) Make-Up and Hairstyling Staff

Head                      \$914

Assistant Head	\$800
Make-Up Artist, Level 2	\$777
Make-Up Artist, Level 1	\$637
Hair Stylist/Wig Maker, Level 3	\$777
Hair Stylist/Wig Maker, Level 2	\$637
Hair Stylist/Wig Maker, Level 1	\$466
Apprentice	\$366

- (ii) Make-Up and Hairstyling Per Diem Employees (for each worked audio-visual event): \$20

- (d) Revenue sharing for instant CDs and digital downloads of relayed performances other than Saturday matinees (see second subparagraph of paragraph 4 below) will be payable from first unit sold, without recoupment of production costs paid by the Met in connection with the performance, and will not be charged against the guarantees in 3(c) above. This payment will be made no later than November 30 of the year following the applicable payment year and will not be charged against payments set forth in 3(c) above.
- (e) For archival material, (material captured prior to August 1, 2006), revenue sharing payments will be made to the Local 798 represented employees who participated in the captured material. If the Local 798 employee is deceased, payment will be made to the employee's estate. If the estate beneficiary cannot be located, payment shall be made to the Local 798 Welfare Fund.
- (f) Guarantees, plus net revenues above the guarantee in any year (including net revenues from exploitation of productions covered in the 2006-11 media provisions received on and after August 1, 2011) are recoupable against guarantees and net revenue payments from any other year (including net revenues from exploitation of productions covered by the 2006-2011 media provisions received on or after August 1, 2011), including into any future collective bargaining agreement(s) that provide for revenue sharing. Net revenues and guarantees paid for the period beginning August 1, 2010 and ending July 31, 2011 shall not be taken into account for purposes of these computations.

Calculations from materials captured as well as archival material exploited under the 2006-2011 media terms of the parties' collective bargaining agreement continue and shall be carried forward through the period of this and future collective bargaining agreements.

4. For the payments described in paragraphs 2 and 3 above, the Met will have the right to film, tape, photograph and otherwise record by any means all performances and activities (e.g., Met performances, rehearsals, parks, galas, Carnegie Hall and other concerts, and other presentations) for simultaneous or future distribution, subject only to payment of the additional amounts specified in paragraph 5 below in the circumstances indicated therein. A presentation of an outside entity will be considered a Met presentation only if the Met is responsible for at least

50% of any deficit attributable thereto. The Met will own all rights including copyright in all performances and other activities and products; the Met will have right to exploit all archival materials; and the Met may exploit rights during the term of this agreement for such periods and on such terms as it chooses.

However, rehearsals may be captured and exploited only for promotional and documentary purposes (except one final or dress rehearsal may be recorded in connection with paragraph 5(a) below); instant CDs of performances "relayed" (other than Saturday matinee broadcasts) must be ordered by consumers within 72 hours after the performance; and digital downloads of such performances must be ordered within 72 hours from when the performance becomes available online.

Each year the Met may exploit up to five (5) live radio relays originally relayed between August 2006 and July 31, 2014 without additional compensation due other than net revenue participation. These five (5) relays are in addition to the Saturday afternoon radio broadcast and other audio-visual productions.

5. (a) The Met will pay the additional compensation as set forth in subparagraphs (i) and (ii) below for audio-visual capture of productions in excess of 30 in a year.
    - (i) Make-Up and Hairstyling Staff Employees: 7% of minimum weekly salary
    - (ii) Make-Up and Hairstyling Per Diem Employees: 7% of Apprentice 1<sup>st</sup> year weekly salary
  - (b) For a compilation product, the payments as set forth in 5(a)(i) and (ii) above will be paid if any content is included from performances other than those captured pursuant to paragraph 5(a) above or archival material.
  - (c) The payments set forth in paragraph 5(a) above are one-time payments. If the Met has paid once for the applicable material, no further additional compensation is due under this paragraph.
6. The Met may not acquire rights in a performance under paragraph 5 unless it has made payment pursuant to that paragraph during the term of this Section A. However, the Met may license after the term of this Section A new rights for all productions in which it has acquired rights under this Section A for up to 99 years following the date of execution of the new license. The Met may exploit archival material in its sole discretion during the term of this Section A (including under license agreements the duration of which may extend beyond the term of this Section A) but the Met may not enter into new license agreements for archival materials after the expiration of the term of this Agreement. Following the terms hereof, the Met shall not have rights other than those granted herein unless embodied in another agreement.
  7. **Promotional Use:** The Met may use all new and archival audio-visual materials for promotional purposes without restriction or payment, including, without limitation, for the promotional purposes described in Section D of this Appendix B. The same rights will apply for promotional uses of ABT activities by the Met or ABT. If any commercial revenues are earned by Met from such uses, they will be part of revenue sharing. Any non-promotional activities by ABT must be separately negotiated with Local 798.

**8. Pension and Annuity Contributions:**

- (a) Make-Up and Hairstyling Staff Employees:

Annual compensation, for purposes of the Metropolitan Opera Retirement Plan only, shall

include the 2008-09 "media salary" of \$1,000, additional payments specified in sub-paragraph 5 (a)-(c) above and the payment of the revenue sharing guarantee pursuant to paragraph 3 (a) above. The total will be included in the applicable base year for pension calculation purposes.

(b) Make-Up and Hairstyling Per Diem Employees: Media Salary and additional payments specified in subparagraphs 5 (a) - 5 (c) shall be considered gross earnings for the purposes of pension, annuity and welfare fund contributions.

9. **Working Tapes:** The Met may use all tapes for internal working purposes and may provide these tapes as aids to outside parties provided that the outside parties use such material solely for their own working purposes (e.g. for acting, directing, restoring sets or costumes, etc.) and are not permitted to make any further distribution of said tape. If any such tape is exploited by anyone beyond that permitted herein and in a manner that would require payment to Local 798 members under any of the other provisions herein, the Met will be responsible for making such payment. Nothing in this paragraph 10 is intended to affect payments for labor involved in making the tapes. Marking methods for working tapes shall continue as in the past.
10. **Accountings:** Revenue sharing earnings' statements shall be sent to each Local 798 member by November 30th of the next season. The Met will provide to Local 798 copies of each such statement with reports showing revenues and expenses for each production involved. Local 798 will have the right to examine and copy at its expense books and records no more than once a year and once per statement upon 30 days' notice within 2 years after the statement.
11. **Informational Meetings:** A Local 798 committee appointed by the President will meet with the General Manager or his designee(s) on an as-needed basis to discuss media plans, status and activities, and any other subjects of mutual interest.
12. The Met may not use any of its recordings made under the terms of this Section A for disciplinary action against a Local 798 represented employee.

## **B. AUDIOVISUAL LABOR**

1. In the event that any Make-Up and Hairstyling staff employee is requested by the Met to and does perform work [as defined in Article I, Paragraph C of the Agreement] for a Program, which work is unrelated to the actual performance, e.g., work in connection with a Program host or an intermission guest, such employee shall be paid the greater of either (a) an amount equal to one-fifth (1/5) of the weekly rate specified in Article VI (A) of the Agreement for such employee's job category, or (b) the current minimum daily rate of pay specified in Article III of the Theatrical and Television Series Agreement of Make-Up Artists and Hair Stylists, Local 798.
2. In the event that any Make-Up and Hairstyling staff or per diem employee is requested by the Met to and does perform work for a camera blocking rehearsal for a Program, which work is in addition to the normal work in connection with such Program, such employee shall be paid at time and one-half (1-1/2) the straight-time hourly rate specified in Article VI of the Agreement for such employee's job category for each hour worked (except in the event that such work is performed past midnight or on Sunday, in which case he/she shall be paid at the rate of double (2x) time), with a minimum call of four (4) hours starting at the point when such individual employee begins such additional work for television.
3. It is understood that compensation to an employee for any work as defined in (1) and (2) above for a Program shall be in addition to such employee's regular compensation according to the Agreement.
4. In the event that a Make-Up and Hairstyling per diem employee is requested by the Met to and does perform work in connection with a Program as defined in (1) above only, such employee

shall be paid the rate specified in (1) (b) above.

5. It is understood that Article IX, Paragraph F of the Agreement, covering stage appearances, shall apply in its entirety (and in addition to its application to live performance) to the recording and/or transmission of a Program, but no more than one (1) time per Program.
6. No payment specified in (1), (2), (4) or (5) above shall be considered part of a Media Salary payment for any Program and there shall be no Revenue Sharing, as defined in Section A. 3 of this Appendix B, based on any such payment.
7. The Met agrees to make contributions to the Pension and Annuity Funds of Local No. 798 and I.A.T.S.E., respectively, on payments made according to (1), (2), (4) and (5) hereof. Such contributions shall be computed on the basis of the applicable percentages specified in Article XII, Paragraphs J and K of the Agreement and shall be made in the manner specified therein.
8. As an accommodation to the Union, the Met agrees to deduct dues from all payments made to employees represented by Local 798 under the terms of this Section B, such deductions to be made in the amount and manner specified in Article XX of this Agreement.

#### C. DEFINITION OF NET REVENUES

**Net Revenues:** Net revenues are gross revenues less distribution costs and fees and less production costs.

**Gross Revenues:** Gross revenues are all revenues received by the Met from the exploitation of the covered productions, including without limitation amounts received by the Met from DVD and CD sales, theatrical distribution, worldwide television exploitation, theatrical exploitation, income from licensing new radio formats such as satellite distribution, digital distribution of audio and audiovisual recordings and other new technologies now known or hereafter devised, such as podcasts and ringtones. A covered production is a new production which is made pursuant to the terms of this Appendix B.

**Production Costs:** Production costs are all sums customarily included as part of the production budget of an audio or audiovisual production in the film, television, internet, radio and new technology worlds, which sums are actually spent by the Met. Deductible production costs, for purposes of calculating net revenues, will not include the costs of production of the Saturday afternoon live radio broadcasts, but only the costs of "enhancements" and incremental costs of production to develop, produce and deliver the audiovisual elements and other material required to deliver DVD, CD and other materials derived from these Saturday radio broadcasts. Deductible production costs will also not include Media Salary payments to Local 798 members, or like payments to other union employees. If the Met produces an audio or audiovisual work which is not an enhancement of a Saturday afternoon radio broadcast, then all production costs will be part of recoupable production costs, unless otherwise specifically provided. Production costs include an overhead fee of 10% of the production costs spent by the Met, in lieu of an allocation of costs of Met staff members.

**Distribution Costs and Fees:** Distribution costs are the actual costs of distributing the productions, and include the creation and shipment of delivery materials; advertising, promotion and publicity costs; contingent payments, such as payments to music publishers, composers, librettists and translators with respect to copyrighted music, and contingent compensation (e.g., to a film director); costs of creating special versions (e.g., subtitled versions); and costs of manufacturing materials for distribution. The Met will not double deduct any distribution cost in calculating net revenue. The Met will deduct a distribution fee of 20% of gross revenues of the Met; provided, however, the Met agrees that the all-in distribution fee, inclusive of fees to a third party distributor(s), will not exceed 40% of the gross revenues of the applicable distributor(s).



**Compilations:** If elements of a production are used as part of a compilation, revenues will be allocated to the elements on a prorated basis, based either on length of the recording to the overall length of the record (or perhaps based on the number of cuts).

**No Cross-Collateralization Among New Productions:** The Met will not cross-collateralize among new productions. Thus, net revenues from one production would not be applied to recoup a production deficit on another production, although costs within a production would all be crossed (so income from DVD exploitation would be applied against unrecouped theatrical expenses, and so on).

#### **D. POSSIBLE PROMOTIONAL & PUBLICITY USES OF AUDIO & AUDIO-VISUAL MATERIAL**

The below list illustrates some examples of the types of use the Met would contemplate for promotional and publicity purposes - to gain exposure for the Company and promote ticket and product sales. The Met considers these uses central to the re-vitalization of the Company. This list is for illustrative purposes only and is not intended to represent a complete list of possible promotional and publicity uses.

##### **EXAMPLES OF PROMOTIONAL & PUBLICITY USE WHICH THE MET WOULD CONTEMPLATE:**

###### **Documentary Programming**

Production and/or use of excerpts or footage in documentary programs such as artist profiles, arts & culture themed programming where the Met is either not receiving any revenue or receiving only a nominal amount for reimbursement of out-of-pocket costs

Creation of documentary programs or series which focus in whole or in part on the Met, to include historical, behind-the-scenes, rehearsal and performance excerpts and footage, where the Met is either not receiving any revenue or receiving only a nominal amount for reimbursement of out-of-pocket costs

Creation of a travel mini-series about opera houses around the world hosted from the Met, to include rehearsal, performance and historical excerpts and footage, where the Met is either not receiving any revenue or receiving only a nominal amount for reimbursement of out-of-pocket costs

###### **Use of excerpts or footage**

Production and/or use of excerpts as music beds for Met promos, radio and tv ads - promoting ticket sales, broadcast transmissions, commercial product, etc

Production and/or use of footage for Met promos, ads, program teases, trailers, etc. (on television, in theaters, on the internet) and as required by licensees (e.g. WNET institutional promotion)

Production and/or use of excerpts for PSAs for worthy service organizations (e.g. AIDS or Hurricane Katrina)

Production and/or use of excerpts and footage for press and news purposes

Production and/or use of excerpts and footage in outside promotional outlets, including arts, entertainment and tourism programs and information centers

Production and/or use of compiled excerpts and footage in a program conceived for promotional purposes

A radio, tv, internet or website preview show that promotes a specific production or the general season

###### **Multimedia Promotional Opportunities**



Plazacasts of a complete or partial performance at Lincoln Center and other locations (with no admission being charged)

Production and/or use of excerpts and footage for looped public kiosks and monitors (for example, kiosks located in the Met lobby, gift shop, etc.)

Screenings at Museums, educational and similar institutions

Festival Screenings

**Internet and other new media Promotional Opportunities**

Streaming of audio and audiovisual footage on the Met website

Use of excerpts and footage in free Met podcasts

Streaming of excerpts and footage on non-Met websites and/or internet programming services

**Promotional Product**

Samplers of highlights which promote an upcoming production, season or commercial release and are provided to press and publicity, radio stations, record retailers, patrons/donors/sponsors, etc., or included with a magazine

It is possible that some of the items we have described as "promotional" would be income-producing, depending on the nature and content of the project - such as, for example, a highlights show or DVD or CD. Of course, if any such item were to become income-producing, we would treat it as any other commercial production, subject to the same revenue sharing arrangements as apply to non-promotional activities.

**EXAMPLES OF EXPLOITATION WHICH WOULD NOT BE CONSIDERED "PROMOTIONAL":**

The Met would not contemplate, without reaching a further understanding with Local 798, the promotional use of a complete opera performance (audio-visual capture) on a gratis basis on PBS or a commercial broadcast network.

Further, we want to clarify, so there is no confusion, that promotional distribution does not include any of the commercial, revenue-generating ventures described in our proposals, examples include theatrical distribution, home video exploitation, CD distribution, subscription or individual download forms of digital distribution and television licensing, with the understanding that of course each of these commercial ventures will have customary provisions regarding their promotional rights and programs.

