

AGREEMENT BETWEEN
MAKE-UP ARTISTS AND HAIR STYLISTS LOCAL 798 I.A.T.S.E.

AND

SECOND STAGE THEATRE, INC.

Agreement made and entered as of the 12th day of April 2018 by and between Second Stage Theatre, Inc. (hereinafter referred to as "2ST") and Make-Up Artists and Hair Stylists, Local 798, I.A.T.S.E. (hereinafter referred to as "Local 798" or "Union").

WITNESSETH

WHEREAS, 2ST owns and/or operates the Helen Hayes Theatre ("Hayes" or "Theatre") in the Borough of Manhattan; and

WHEREAS, Local 798 has established that it represents a majority of the employees described by and covered by this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, the parties hereto hereby agree to as follows:

1. Jurisdiction:

a) Make-up Artist, Hair Stylists:

In general, the scope of this Agreement and the jurisdiction of Union hereunder shall extend to all functions normally performed by Make-up Artist and/or Hair Stylist employees, but excludes performers applying their own Make-up or styling their own hair in any production except those with a highly stylized and/or extremely elaborate Make-up and/or hair design, fantasy, special effects, prosthetics (application and removal), special body Make-up, tattoos (application or elimination), blood effect when applied to the performer and transformation (as used herein includes extreme aging, younger or older). The duties of Employees hereunder shall include all work involving make-up and hair, including but not limited to the following when performed within the confines of 2ST's premises at the Hayes: style, shampoo, clean, dry, dye, rinse, condition, cut, set, block, adjust, fit, and clean wigs or the performers natural hair; clean lace, replace lace, and weave netting on lace front wigs; set up space and provide and/or purchase equipment; apply and remove Make-up, prosthetics, facial hair; or trim and maintain the same. In addition, the repair and building of wigs will be performed by the wigmaker, designer or other employee represented by Local 798. Employees shall provide where appropriate for cast members the above services to maintain the desired look of the show including the shopping for supplies, transporting of

wigs, facial hair and/or prosthetics. No one other than bargaining unit personnel shall perform bargaining unit work.

Make-up and Hair Designers:

2ST agrees to and does hereby recognize Local 798 as the sole and exclusive bargaining agent for Make-up Designers and Hair Designers, as defined herein, employed by 2ST in connection with the production and presentation of 2ST productions at the Hayes. A Make-up and/or Hair Designer is an employee engaged to perform the traditional services of a Make-up or Hair Designer as that term has been previously understood in the industry, and nothing in this agreement is intended to alter, expand or enlarge the current practice regarding who is, and who is not, a Make-up and/or Hair Designer. It is specifically understood and agreed that Make-up and Hair Designers shall not include, and Local 798 shall not represent, nor shall its jurisdiction extend to, Make-up vendors or Make-up vendor representatives, wigmakers that build wigs based upon a pre-existing look or design, or costume designers engaged on the same production under a design contract within the jurisdiction of the United Scenic Artists.

Terms and Conditions:

1. Nothing in this agreement shall require 2ST to hire or engage a Make-up or Hair Designer. The parties agree that 2ST shall make Pension and Welfare benefit payments, on Production Design Fees only, according to the terms of this agreement, for all Make-up and Hair Designers.
 2. No other provisions of this agreement, except union security, nondiscrimination, health and safety and dues check off shall apply to Make-up and Hair Designers.
 3. All other terms and conditions of employment for Make-up and Hair Designers shall be individually negotiated between such Designer and 2ST for each production.
 4. The terms and conditions of employment for Make-up and Hair Designers, shall remain in place and shall not be the subject of negotiation until May 29, 2022.
- b) Performers may apply their own Make-up or style their own hair in any production except those with a highly stylized and/or extremely elaborate Make-up and/or hair design, as determined by 2ST. A Local 798 Employee shall not be required for any production in which only one (1) actor wears no more than (1) wig and which is applied by the actor.
- c) 2ST shall hire or engage a Make-up Artist or Hair Stylist as needed on a show-by-show basis.

2. Term:

The term of this Agreement shall be from June 1, 2018 through May 29, 2022. At least sixty (60) days prior to the expiration of this Agreement the parties shall meet and confer for the purpose of negotiating a successor Agreement.

3. Wages: Weekly 36 hours guarantee

	As of June 1, 2018	As of June 3, 2019	As of June 1, 2020	As of May 31, 2021
Head	\$1,145.16	\$1,179.51	\$1,214.90	\$1,251.35
Assist	\$1,006.56	\$1,036.76	\$1,067.86	\$1,099.90

Employees shall have the right to negotiate wages above the rates listed in the Theatrical Make-up Artists and Hair Stylists Union Local 798 and 2ST Collective Bargaining Agreement. A letter or contract shall be signed between 2ST and such employee, with a copy forwarded to the Union. All benefits of the contract are to be accorded above-scale employees, plus the agreed upon rate of pay.

1. The "Per-Week" wage rates listed in Article 3 above cover eight (8) three and a half (3.5) hour performance calls and eight (8) hours of additional work in a week.
2. Thanksgiving Day Parade: Any Employees working the Macy's Thanksgiving Day Parade shall be paid a six (6)-hour minimum call at the flat rate below:

As of June 1, 2018	As of June 3, 2019	As of June 1, 2020	As of May 31, 2021
\$481.63	\$496.08	\$510.96	\$526.29

Any hours worked over six (6) shall be paid at the applicable rate.

4. Benefits:

(A) Benefits of 28% as of June 1, 2018, 29% as of June 3, 2019, 30% as of June 1, 2020, and 31% as of May 31, 2021. Allocation of benefits to be determined by Local 798 as follows:

Starting June 1, 2018: Welfare 14%, Pension 7%, Annuity 3%, Vacation 4%

Starting June 3, 2019: Welfare 14.5%, Pension 7%, Annuity 3%, Vacation 4.5%

Starting June 1, 2020: Welfare 15%, Pension 7%, Annuity 3%, Vacation 5%

Starting May 31, 2021: Welfare 15%, Pension 7%, Annuity 3%, Vacation 5.75%, IATSE Training Trust 0.25%

(B) Pension Fund:

2ST shall contribute to the Pension Fund of Make-Up Artists and Hair Stylists, Local 798, a sum equal to a percentage of gross earnings of each employee hereunder, whether engaged on a weekly or daily basis, in accordance with Article 4(a) above. In the event the Pension Fund of Make-Up Artists and Hair Stylists, Local 798 refuses to accept such contributions, contributions in the same amount shall be sent instead to the IATSE National Pension Fund.

(C) Welfare Fund:

2ST shall contribute to the "IATSE Health and Welfare Fund", a sum equal to a percentage of gross earnings of each employee hereunder, whether engaged on a weekly or daily basis, in accordance with Article 4(A) above.

(D) Annuity Fund:

2ST shall contribute to the "IATSE Annuity Fund" a sum equal to a percentage of the gross earnings of each employee hereunder, whether engaged on a weekly or daily basis, in accordance with Article 4(A) above.

(E) Vacation Allowance:

Each Employee hereunder shall be entitled to receive each week, in addition to his/her other compensation, a sum equal to a percentage of gross earnings of each employee hereunder, whether engaged on a weekly or daily basis, in accordance with Article 4(A) above. The weekly pay envelope or check stub given to the Employee shall specify the amount of vacation allowance.

(F) IATSE Entertainment and Exhibition Industries Training Trust Fund:

2ST shall contribute to the "IATSE Entertainment and Exhibition Industries Training Trust Fund" a sum equal to a percentage of the gross earnings of each employee hereunder, whether engaged on a weekly or daily basis, in accordance with Article 4(A) above.

(G) Sick Days:

All employees who work at least eighty (80) hours in a season will earn one (1) hour of sick time per thirty (30) hours worked to a maximum of forty (40) hours in a season. Up to forty (40) hours of sick time shall carry over from season to season, but no employee may use more than forty (40) hours of sick time in a given season. Sick time shall not be paid out.

In lieu of the provisions of the New York City Earned Sick Time Act (which are hereby expressly waived), Local 798 and 2ST agree that the sick day policy outlined in this Article 4(G), Sick Days, shall govern.

(H) Tax-Deferred Commuter Benefit Program:

Employees may elect to receive a portion of their wages through a tax-deferred commuter benefit program.

5. Work Rules:

- (A) Sunday Work: For a single performance on a Sunday, any Employees shall be paid at the regular straight time rate. After opening of the show, any Employees who work two (2) Sunday performances shall be paid time and one-half (1 ½) for the second performance.
- (B) Midnight to 8:00 a.m.: Employees shall be paid double time between the hours of midnight and 8:00 am.
- (C) There shall be a minimum show call of three and one-half (3 ½) hours for each performance.
- (D) Minimum calls shall be six (6) hours if there is no other call that day (except for alternate use of the Hayes, e.g., dark night activities, in which the minimum call is 4 hours). Four (4) hour calls are permissible if there is a show or rehearsal call immediately prior to or following such Four (4) hour call. Calls cannot be set without 2ST approval.
- (E) Employees may be called at different times and at different intervals.
- (F) Employees may perform non-performance work during the performance call or continuity call at the direction of 2ST. All Employees may perform any unit work on any call.
- (G) Layoff and Dismissal for Cause and Replacements
 - a. Employees must be given two (2) weeks' notice in writing of any layoff or dismissal, or two (2) weeks' pay in lieu thereof, and eight (8) performances' notice of closing, or one week's pay in lieu thereof.
 - b. Written notice of any layoff or dismissal must be given to Local 798.
 - c. Employees must give 2ST two(2) weeks' notice of a resignation. Replacements for laid-off, dismissed, or resigned Employees are mandatory. Notwithstanding the foregoing, a reduction in the number of Employees shall be permitted after the official opening of such production at the Hayes if upon mutual agreement of the Employer and the Union it is determined that there has been a sufficient reduction in wigs or Make-up to permit same.

- d. After opening of the show, Employees may only be dismissed for just cause. At the request of any dismissed Employee and/or Local 798, 2ST shall furnish Local 798 with a letter setting forth the full grounds upon which 2ST contends the dismissal was based. In the event 2ST and Local 798 cannot resolve the dispute, the grievance procedure, as provided in the Agreement, shall apply.
- e. Except in emergencies, when an Employee employed for the run of a show is to be absent, he/she shall give at least one-week's written notice to the Production Manager. The Employee to be absent shall be responsible for training his/her substitute Employee. 2ST shall compensate the substitute at the regular rate of pay of the Employee being replaced for all training and work performed. 2ST has the right of approval for each substitute. Substitutes shall not be allowed during Technical Rehearsals or Press Performances except in the event of personal emergencies (e.g., death of member of Employee's immediate family) or illness of Employee.
- f. If no bargaining unit work is being performed during an audition or rehearsal, 2ST need not employ a Make-up artist or hairstylist employee.
- g. When 2ST makes alternate use of the theatre (dark night activities) and hair/Make-up is being used (other than Make-up applied or hair styled by the performer or if a performer provides his or her own Make-up artist or hair stylist), 2ST may engage an alternate crew represented by Local 798 and covered under the collective bargaining agreement and paid at the hourly rate, and subject only to a four (4) hour minimum call, which may be inclusive of the presentation involved.

6. Industrial Rates and Theatre Rentals:

(A) "Full Industrial Events" shall be defined as those non-2ST events that are of a commercial nature and/or intended to promote or sell a commercial product to consumers in an audience. "In an audience" includes all broadcasts to all audiences and all circumstances when the event is videotaped or otherwise reproduced in any manner to be shown to audiences in the future. All full industrial events shall operate under the same wages, benefits and conditions as a 2ST production. Specifically excluded from "Full Industrial Events" are any events which are intended to promote the theatre industry, 2ST, or a sponsor of 2ST.

Hours worked on "Full Industrial Events" will not be counted against the thirty-six (36) hour per week guarantee and shall be paid in addition to such guaranteed hours. Hours for work which are not "Full Industrial Events" may be counted against the thirty-six (36) hour guarantee and will not be paid separately.

(B) Non-Industrial Events: Events that are not "Full Industrial Events," as defined herein, will have four (4) hour minimums if in continuity with a performance or Non-Industrial Event (the call may be inclusive of the performance or event involved) and be paid at the applicable Hayes rates.

(C) 2ST shall provide 30 days' notice of any theatre rental.

7. Continuity hours: A call may begin two (2) hours before the show call or end one or two (2) hours after the show call. Any unit work may be done in the continuity call, with pay in one hour increments.

8. Holidays:

A) New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and Christmas Day shall be paid holidays.

B) Employees required to work on any of the foregoing holidays shall be compensated at double (2x) his/her straight time hourly rate.

C) All hours worked on a Holiday shall accrue in the calculation of overtime.

D) During performance weeks (show mode), all Run Crew shall be compensated at the applicable show rate (including continuity = 4.5 hours) for unworked Holidays that occur during that particular week.

E) Commencing with technical rehearsals, identified Run Crew shall receive the applicable daily rate (8 hours) for un-worked Holidays in that period. 2ST shall not be obligated to compensate Run Crew for un-worked Holidays until performances begin. However, any Holiday pay that would have been due during the technical rehearsal period, if the Run Crew had been identified at that time, will be paid retroactively.

9. Meal Periods and Breaks:

All Employees shall be entitled to a one (1) hour meal period no sooner than three (3) hours after the starting time and no later than five (5) hours after the starting time and every five (5) hours thereafter. Meal periods shall commence on any quarter hour. Meal periods may be staggered. Any Employee who works through their meal, or who does not receive a full hour break as provided above, shall be paid one additional hour at the prevailing rate.

All Employees shall have a full eight (8) hour rest period between the last call and the start of the next call (excluding matinees). Each hour that invades the eight (8) hour period, shall be paid at time and one-half.

10. Grievance/Arbitration:

In the event of any difference, dispute, grievance or controversy involving the application or interpretation of any terms of this agreement, or arising from any acts or omissions of the parties hereto, the same shall be resolved in the following manner and order, namely:

- (A) First, between 2ST and the Business Representative of the Local Union and then
- (B) Between the Senior Management of 2ST and a Representative of the IATSE appointed by the International President.
- (C) If the matter is not resolved pursuant to paragraphs (A) and (B) above, either party shall have the right to refer the matter to final and binding arbitration in accordance with the Voluntary Labor Rules of the American Arbitration Association. Each side is to share equally the fees of the arbitration and otherwise bear its own expense.

11. No Strike/No Lockout:

During the term of this Agreement, there shall be no work stoppages, slowdowns, strikes or lockouts.

12. Overtime:

- (A) Overtime (which shall be defined as one and one-half times the employee's straight-time rate of pay) shall be paid for work in excess of 40 hours per week, or 10 hours in a day, not including performances.
- (B) Overtime shall be paid in one-hour increments.
- (C) The regular work week shall consist of six (6) days and one (1) day off ("the dark day") between Monday and Sunday. If Employees are not given a day off in the week, work performed on the dark day of the week shall be paid for at time and one-half.
- (D) 7/9 weeks (a consecutive two-week schedule of seven (7) performances in one week and nine (9) performances in the other week) shall be limited to four (4) times per calendar year. During 7/9 weeks, 2ST will pay for seven performances at straight time in the seven performance week and pay for eight performances at straight time and the ninth performance at time and one-half (1-1/2) in the nine performance week.
- (E) Except in the case where employees work through their meal period, double the straight time hourly rate shall be the highest rate at which they can be compensated.

(F) 2ST cannot lay off Employees to avoid overtime, except pursuant to Article 5(G)(g) above.

(G) Any performance worked in excess of eight (8) in a week shall be paid at time and one-half (1-1/2) the prevailing rate.

13. Scope and Recognition:

2ST agrees to and does hereby recognize Local 798 as the sole and exclusive bargaining agent for all Employees.

14. Union Security:

All employees hired under this Agreement shall be required as a condition of continued employment to be, become, or remain a Union member in good standing of Local No. 798 by no later than the 31st day following the commencement date of this Agreement or the date of their employment, whichever is later.

15. Check-Off:

2ST agrees to deduct, and to remit weekly to Local 798, the applicable percentage of the basic contractual minimum weekly or daily salary of each employee (currently 5%) by check made payable to Local 798 for the employees hereunder who shall have filed with 2ST a written authorization in accordance with Section 302 of the Labor-Management Relations Act of 1947, as amended. Within one (1) week after the end of each payroll period, 2ST shall remit to Local 798 the total amount of all deductions made during the payroll period for all employees. 2ST shall furnish Local 798 at the time of remittance a list of the names of the employees on whose account such deductions were made along with their respective earnings. No more than one time per calendar year, upon sixty (60) days-notice, Local 798 may modify the method of calculating and/or remitting the authorized check-off dues contribution.

16. Prior Obligation:

As Local 798 is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artist and Allied Crafts of the United States and Canada, AFL- CIO, CLC, nothing in this Agreement shall ever be construed to interfere with any obligations thereunder, but this shall in no event be construed as to conflict with or contravene any applicable state or federal law or this Agreement.

17. 401(k) Plan:

2ST agrees to deduct and remit to the IA Annuity Fund those salary deferrals authorized in writing by employees, subject to and in accordance with the rules and regulations of such Fund and applicable law. 2ST will make deductions from employee wages subject to the following conditions: (a) no employer contributions will be made to the 401(k) Plan and the employer shall not be deemed a sponsor of the plan; and (b) 2ST shall not be required to pay any management or administration costs.

18. Safety and Health:

2ST agrees to provide a safe and healthful work environment for all Employees, and further agrees to make every effort to ensure optimum working conditions and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. 2ST further agrees to comply with all local, state, and federal health and safety laws and regulations.

19. Access to Theatre:

The duly authorized business representative of Local 798, or his or her designee, shall have access to the Hayes at all times for the purpose of discharging Local 798 business.

20. Referral:

When new or additional employees are needed, 2ST shall in all instances notify Local 798 of the number of employees needed, orally or in writing, providing the starting date and time and approximate duration of the job. 2ST shall make reasonable efforts to provide forty-eight (48) hours' notice to Local 798. 2ST may hire employees from sources other than Local 798.

21. Bonding:

Should 2ST default in payments to or on behalf of Employees employed at the Hayes under this Agreement, Local 798 shall give prompt notice thereof to 2ST and 2ST's Counsel. Should the default not be cured within thirty (30) days of receipt of such notice, 2ST shall be required to post bond equal to two (2) weeks gross salary plus benefits for all Employees employed under this Agreement on each subsequent production at the Hayes. If the default is cured and no further default occurs for twelve (12) months following posting of bond, 2ST may apply to the Union to lift the bond requirement, which application shall not be unreasonably denied.

22. Cancellation of Calls:

- a) Calls may be cancelled on twelve (12) hours-notice.
- b) To the extent there is a weather or other state of emergency declared by the civil authorities, a production may revise its performance schedule to reschedule a missed performance on any day in the same week or in a subsequent week without incurring any penalty or premium, provided (a) Employees are notified of the cancellation at least four (4) hours before what would have been the scheduled start of pre-set call for the affected performance, and (b) no more than sixteen (16) performances are given in any two week period.
- c) Employees may be called to perform 3.5 hours of rehearsal in lieu of a cancelled performance without additional compensation during the time in which a performance had or would have been scheduled. Employees may work additional hours beyond 3.5 on an hour-by-hour basis as needed, subject to meal penalties.

23. Subcontracting: There shall be no subcontracting of any work covered by this Agreement, including subcontracting of wig maintenance; provided that haircuts may be off-site and that there shall be a minimum call of four (4) hours at the Head rate for wig maintenance and haircuts. Wig maintenance shall be done at least once per week.

24. When a Production Leaves the Hayes Theatre: If a production moves from the Hayes to a commercial Broadway theatre, the applicable Broadway/Legitimate Theatre Collective Bargaining Agreement shall apply.

25. Non-Discrimination Clause:

Neither 2ST nor Local 798 shall discriminate against any employee or applicant for employment by reason of race, color, creed, religion, disability, citizenship status, national origin, gender, sex, gender identity or expression, age, sexual orientation, marital status or union activity.

26. Show Marketing and Advertising

(A) Publicity and Promotions.

(i) No additional compensation shall be paid for show publicity or promotions (not including commercials or Commercial Pictures) when an employee is already on call for another purpose. "Publicity and Promotions" shall be interpreted as broadly as possible.

(ii) If called in for such work, only necessary help will be called as determined by management in consultation with Supervisor.

(iii) Should a specified daytime picture call be made exclusively for the purpose of taking pictures, it shall require a four (4) hour minimum call for necessary help as determined by Management in consultation with Supervisor, which shall be separate and distinct from any day work or performance.

(iv) Notwithstanding paragraph (iii) above, as a continuity of employment, pictures may be taken (on an hourly basis) one (1) hour before a performance or either one (1) or two (2) hours after a performance, but if it exceeds such limitations, it becomes a four (4) hour call.

(v) For taking of all pictures after the performance (whether commercial pictures or pictures for general publicity), those employees involved shall be paid at the applicable overtime rate (time and one-half or double time) for time worked in excess of the five (5) hour show call, in addition to their regular pay.

(vi) If a special call is needed for publicity, promotions or show commercials, such work will be paid at the minimum hourly theatre rate, except the Macy's Thanksgiving Day Parade which shall be paid to those employees who work a six (6) hour call as required by management, as per Article 3(2) of this Agreement.

(vii) The production may use footage or photos for publicity and promotions (not including show commercials) without additional compensation. The foregoing includes, but is not limited to, the use of footage and photos on entertainment shows, web sites, educational or promotional material, group sales, etc.

(B) Commercial Pictures.

(i) For taking of all Commercial Pictures, employees involved (in addition to their regular pay) are to be paid at the hourly theatre rate. Commercial Pictures are defined as those where the pictures are exploited in connection with an advertised product (not including the production) or where Management derives any compensation for such pictures. This shall not apply to noncommercial pictures, during put-ons, rehearsals and run-throughs, employees then being employed shall not receive additional pay if no Commercial Picture tie-up is involved.

(ii) All Commercial Picture calls shall require a four (4) hour minimum call for necessary help as determined by Management in consultation with Supervisor, which shall be separate and distinct from any day work or performance.

(C) Commercials, Television, and Film.

(i) If a TV commercial is made while the show is in production, preview, or after the official opening, the employee as required shall be paid the Local 798 hourly theatre rate for a six (6) hour minimum in addition to their usual weekly salary. If

the work is done out of the theatre or done on a dark day, the Local 798 hourly theatre rate shall be paid. There shall be no minimum call for commercial shooting when such is contiguous with performance call. For commercial calls of 2 hours or more that are scheduled contiguous to a performance call, a one-hour meal break or a half-hour break with a hot catered meal while on the clock shall be provided.

(ii) If (i) does not apply and the show or segment of a show is being filmed taped or televised while the show is still running, regardless of where such work is done, or if it is being filmed, taped or televised from a League theatre after the show closes, the hourly theatre rate shall apply.

(iii) If a show or segment thereof is filmed, taped or televised outside of a League theatre and after the show closes, the provisions of this Agreement are not applicable to such situation.



(iv) The foregoing shall not prohibit the taking of B-roll/news footage, which may be taken without restriction. B-roll/news footage may be shot during rehearsal or performance and may be used solely for the purpose of promoting or publicizing the show, including television commercials, without additional payment. When employees are called for the sole purpose of shooting footage, such employees shall be paid, in addition to their weekly salary, at the hourly theatre rate for the call.

(v) If footage is shot at a time when the crew is not otherwise present, a Supervisor must be assigned and paid at least a minimum call. There shall be no minimum call for commercial shooting when such is contiguous with performance call

The above rules do not apply to closed circuit, pay TV or the making of cassettes or other audio-visual reproduction for public sale or distribution and the Producer agrees that there will be no closed circuit, pay TV or the making of cassettes or other types of audio-visual reproduction of the production without prior negotiations and Agreement with Local 798 as to the payments and working conditions for said televising and reproduction.

(D) Local 798 agrees, with respect to this Article 26 "Show Marketing and Advertising", if it negotiates a more favorable clause with the League following the expiration of the current League Agreement on August 6, 2017, the same terms will be offered to 2ST.

In witness hereof, the parties have executed this Agreement, effective as of June 1, 2018.

Make-up Artists and Hair Stylists Local 798, IATSE	Second Stage Theatre Inc.
By: 	By: 
Dated: 10/10/2018	Dated: 10/11/18

