

AGREEMENT BETWEEN MAKE-UP ARTISTS AND HAIR STYLISTS UNION LOCAL 798 IATSE AND SHED NYC, INC.

APRIL 2, 2019

This agreement shall be subject to ratification by the Executive Board of Local 798 on or before April 30, 2019 and approval by The Shed Board of Directors.

Agreement effective March 1, 2019 to February 28, 2022, between Shed NYC, Inc. (herein called Management) and Make-Up Artists and Hair Stylists Union Local 798 I.A.T.S.E. (herein called Union):

1. Application:

- a. Management agrees to recognize Local 798 as the exclusive bargaining representative for all make-up artist and hair stylist employees in its employ and agrees to the following terms and conditions.
- b. Management agrees that all employees shall, be required as a condition of continued employment, to be or become, and to remain, members in good standing of Local 798 by no later than the 31st day following the date of this Agreement or the date of their employment, whichever is later.

2. Recognition:

- a. The scope of this Agreement and the jurisdiction of the Union hereunder shall extend to all functions normally performed by Make-up Artist and/or Hair Stylist employees for theatrical productions and other non-theatrical work as requested by Management falling within the jurisdiction of the Union, including but not limited to 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, but excludes performers applying their own Make-up or styling their own hair in any production. This work shall be for "Loading In" and "Loading Out" of the show equipment and its maintenance used in connection with the entertainment, shows or attractions, including rehearsal, publicity, maintenance and performances of every kind and nature where the above listed make-up and hair items are used.
- b. Nothing in this Agreement shall be deemed or shall operate to prevent road crew traveling with an event from performing their duties.

3. Management agrees to notify all users of The Shed of the availability of workers covered under this agreement.

4. Wages:

- a. Year One: March 1, 2019 - February 29, 2020
 - i. Make-Up and Hair Department Head (Per Hour)
 1. McCourt: \$42.00
 2. Other: \$38.00
 - ii. Other (Per Hour)
 1. McCourt: \$37.00

2. Other:\$32.00

b. Year Two: March 1, 2020 - February 29, 2021

i. Make-Up and Hair Department Head (Per Hour)

1. McCourt: \$43.05

2. Other: \$38.95

ii. Other (Per Hour)

1. McCourt:\$37.93

2. Other:\$32.80

c. Year Three: March 1, 2021 - February 29, 2022

i. Make-Up and Hair Department Head (Per Hour)

1. McCourt: \$44.13

2. Other: \$39.92

ii. Other (Per Hour)

1. McCourt:\$38.88

2. Other:\$33.62

d. Management will employ a Make-Up and Hair Department Head and Make-Up Artists and/or Hair Stylists, as per Article 2 of this Agreement whenever theatrical productions charge admission and such productions need make-up and/or hair employees. It is understood that there will be free performances and events that are presenting the work of Not-For-Profit Community Art Groups and for the presentation of meetings, lectures, religious ceremonies, graduations, dance, theatre or music events. For such free events, a Make-Up and Hair Department Head (and any Make-Up Artists and/or Hair Stylists needed) will only be engaged and provided by The Shed when needed.

e. All wages will be paid in one hour increments.

5. Basic Crew:

- a. The Make-Up/Hair Department Head will be employed whenever a production needs make-up and/or hair employees, whether or not the attraction travels with a Wardrobe Department Head. If more than one space has productions running at the same time, an additional Make-Up/Hair Department Head and Make-Up Artists and/or Hair Stylists will be hired as needed.
- b. Within 6 months of the opening of The Shed, it shall designate the primary Make-Up and Hair Department Head, who shall receive the first call opportunity for all available work at The Shed.
- c. The Make-Up/Hair Styling Department Head shall not be disciplined or discharged without just cause after a 90-day probationary period. During the probationary period, they may be disciplined or discharged and the grievance and arbitration provisions shall not apply.
- d. Management may hire other make-up artists and hair stylists as needed on a per diem basis. For a multi-day event each make-up artist and hair stylist will be engaged for the full run of the event, as required.

6. Benefits:

- a. A contribution equivalent to 14.5% of gross earnings shall be paid into the IATSE National Health & Welfare Fund Plan C on behalf of all employees. Beginning in Year 2 of this agreement a contribution equivalent to 15% of gross earnings shall be paid into the IATSE National Health & Welfare Fund Plan C on behalf of all employees.
 - i. The Employer further agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for the IATSE National Health & Welfare Fund, as

restated September 22, 2005, and as amended, and that Fund's Statement of Policy and Procedures for the Collection of Contributions Payable by Employer to be received one week after the work period.

- b. The following contribution shall be paid into the IATSE National Annuity Fund (Annuity) on behalf of all employees.
 - i. A contribution equivalent to 8% of gross earnings shall be paid into the Annuity, except as in Section (6)(b)(2) below. Beginning in Year 2 of this agreement a contribution equivalent to 8.5% of gross earnings shall be paid into the Annuity, except as in Section (6)(b)(2) below.
 - ii. A contribution equivalent to 3.25% of gross earnings shall be paid into the Annuity for Shed free performances.
 - iii. The Employer shall make deductions from the employee's wages and remit such voluntary salary deferrals (made pursuant to an employee's written deferral authorization and consistent with the Plan's Agreement and Declaration of Trust) to the IATSE National Annuity Plan under the following conditions:
 - iv. The Employer further agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for the IATSE National Annuity Fund, as restated September 22, 2005, and as amended, and that Fund's Statement of Policy and Procedures for the Collection of Contributions Payable by Employer to be received one week after the work period.
 - c. A contribution based on gross wages shall be made into other Local 798 funds as follows:
 - i. A contribution equivalent to 7% of gross earnings shall be paid to the Local 798 Pension Fund, currently administered by Zenith American.
 - ii. .25% IATSE Training Trust Fund
 - 1. The Employer shall contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund during the term of the Agreement the amount of one quarter of one percent (.25%) of gross wages paid an employee covered under this Collective Bargaining Agreement. All contributions to the Fund shall be payable no later than the fifteenth (15th) day of the month for the hours worked in the preceding month. All contributions shall be payable to the IATSE Entertainment and Exhibition Industries Training Trust Fund, and sent to 10045 Riverside Drive, Toluca Lake, CA 91602, along with a list of all covered employees and the total gross wages paid to each employee in the reported month. Employer agrees to be signatory to the IATSE Entertainment and Exhibition Industries Training Trust Fund, established June 22, 2011, ("Trust Agreement") and to abide by and be bound by its terms and conditions, and any amendments thereto, and all policies and procedures of the Fund, including Collection of Contributions Payable by Employers, as related to the contributions due as per the above references collective bargaining agreement.
7. The work week will be defined as Monday through Sunday, with one day off.
8. Employees shall be given the option of direct deposit to the bank of the employee's choice at no cost to the employee.
9. The minimum call shall be as follows:
- a. Work Call: 4 hours

- b. Load In: 4 hours
 - c. Load Out: 4 hours. Employees working a performance may be paid, after that performance, on an hour by hour basis for load out with no additional minimum call necessary.
 - d. When working based on a performance rate, each new performance shall be counted as a new four (4) hour call. The length for a performance shall be not more than three and one-half (3.5) hours, including the half hour before advertised curtain time. Time worked beyond such period shall be paid at the applicable hourly rate, in hourly increments except that post-performance work that does not exceed fifteen (15) minutes after the scheduled performance call will not require payment of any kind.
 - e. For performance calls in the Fixed Building when there are two (2) or more performances in one day, within a four (4) hour period, a four (4) hour minimum call may apply. For performance calls in the Fixed Building when there are up to four (4) performances in an eight (8) hour period presented in one day Management may pay employees an eight (8) hour minimum call.
 - f. Notwithstanding the above in the Fixed Building, where the start of the load-in and the completion of the load out do not exceed 48 hours, the performance call will be for a full four (4) hours of work.
 - g. Continuity Calls of up to two (2) hours may be scheduled before or after any call.
10. Make-Up/Hair Employees will receive a flat fee of \$60.00 for packing during a performance.
11. When the Make-Up Artist/Hair Stylist is required to bring their kit, they will be compensated at a rate of \$100 per day in addition to their hourly rate. Expendables to be reimbursed by Employer.
12. Time and one half the basic hourly rate will be paid under the following circumstances:
- a. All hours worked in excess of eight (8) hours in a day.
 - b. All hours worked in excess of forty (40) in a week.
 - c. All performances in excess of two per day (when being paid by the performance).
13. Double the basic hourly rate will be paid under the following circumstances:
- a. All hours worked on the seventh (7th) consecutive day in a work week.
 - b. All hours worked between Midnight and 8:00am.
14. Management will observe the following ten (10) holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. All work on holidays will be paid at one and half (1 ½ x) times the employee's basic applicable rate, except that New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day will be paid at double time (2x). Each holiday shall be celebrated on the day it is legally observed by the government.
15. The parties agree that on an annual basis the benefits provided employees under this Agreement are comparable or better than those provided under the N.Y.C. Paid Safe and Sick Time Act, N.Y.C. Admin. Code §20-991. Therefore, the provisions of the Act are hereby waived.
16. All Make-Up/Hair Employees shall have a full eight (8) hours rest period between the end of 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 double time (2x) time.

17. If a call exceeds five (5) hours, Management has discretion to provide either a one (1) hour unpaid meal period, or if Management provides a meal, a one-half (1/2) hour paid meal period. The meal period whether paid or unpaid must begin no earlier than the end of the third hour and not later than the end of the fifth hour from the report time. If a timely meal period is not given, then the employees will receive, in addition to their prevailing rate, one hour of their applicable basic hourly rate, regardless of whether or not food is provided.
18. If a call is canceled, twenty four (24) hours or more notice of the cancellation is required or employees will be paid the minimum call at applicable rates, except in the event a of fire, significant power failure, act of nature, war, Declaration of Emergency by civil authorities or the inability of an artist to perform for any reason outside of the Employer's control, which requires Management not to operate as scheduled (in which case only if an employee reports to work prior to the cancellation will the employee receive the minimum call for the day).
19. Management will comply with the departmental and staffing requirements of all "Yellow Card" shows.
20. The Business Representative of the Union, or their designee, shall be admitted to the employer's premises for the purpose of discharging Union business.
21. Neither Management nor the Union shall in any manner discriminate against any employee or applicant for employment by reason of race, color, national origin, ancestry, genetics, religion, disability subject to reasonable accommodation, alienage or citizenship status, marital status, creed, height or weight, veteran's status, gender, sex, gender identity or gender expression, sexual orientation, or union membership.
22. Management will provide a safe and healthy workplace environment.
23. Management will make a good faith effort to provide a safe and secure location for storage of Employees' belongings while they are working.
24. When the facility is used for the purpose of filming, audio and/or video recording, telecasting and/or streaming for commercial end use all employees employed on the performance call being recorded for commercial film/broadcast/audio will receive, in addition to the daily rate, a flat fee of \$350 and a \$250 fee for internet-based streaming where the end subscriber pays a pay-per-view fee or subscription/membership fee to receive the stream. No other payments will be required for internet streaming. Excluded from the provisions of this section are performances that are filmed, taped, broadcast or photographed for the use of any news-gathering organization; for any mutually agreed upon non-profit purpose; for any news or news feature purpose; for any on-site radio station appearances or radio station broadcasts; or for advertising or promotional purposes, either for that performance/show if less than a ten (10) minute segment or for the facility. Further, for the purposes of this agreement, "commercial end use" shall not include free internet streaming, archival video, donor or other free distribution not intended for sale, local public television or radio broadcast.
25. Upon receipt of authorization from an employee, Management will deduct 5% dues check-off from the first eight (8) hours of straight-time wages per day up to a maximum for 40 straight-time hours per week (all overtime hours to be excluded) to be remitted to the union. The Union shall indemnify and hold Management harmless against any and all claims, demands, suits, penalties or other forms of liability, including court costs and attorney's fees that arise out of this Article or result from the making of the

wage deduction herein provided for. The Union assumes full responsibility for the handling and disposition of any funds deducted once such deducted funds are transmitted to the Union

26. Before any investigatory disciplinary interview begins, Management will inform the employee that they have the right to request Union Representation during the interview.

27. No employee shall be disciplined or discharged without just cause.

28. In the event of any difference, dispute, grievance or controversy involving the application or interpretation of any of the 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. Between the Make-Up and Hair Department Head and Management in the first instance within 180 days of when the Union knew or should have known about the events leading to the dispute.
- b. If not settled within sixty (60) days, then presented in writing to Management by the Business Representative of the Make-Up Artists and Hair Stylists Union and then
- c. If the matter is not resolved after the presentation of the written grievance pursuant to paragraph (b) above either party shall within thirty (30) days have the right to refer the matter to final and binding arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association with each side to share equally the fees of the arbitrations and otherwise to bear its own expense.
- d. These timelines may be extended with written consent of both parties.

29. Management maintains the right to make and modify reasonable work and conduct rules and require their observance.

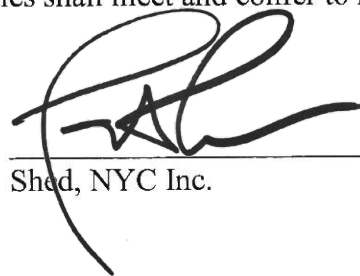
30.

- a. During the term of this Agreement the Union agrees not to strike and the Employer agrees there shall be no lockouts of the Employees.
- b. It shall not be a breach of this Agreement, and it shall not be a case for discharge or disciplinary action, if any Employee refuses to cross any lawful primary picket line.
- c. As Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, nothing in this Agreement shall ever be construed to interfere with any obligation which Union owes to such International Alliance by reason of a prior obligation; but this shall in no event be construed as contravening any applicable state or federal laws.

This Agreement shall remain in full force and effect from March 1, 2019 through February 28, 2022. At least sixty (60) days prior to the expiration date, the parties shall meet and confer to negotiate the terms of a new Agreement to take effect March 1, 2022.


Make-Up Artists and Hair Stylists Local 798

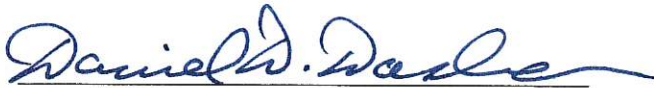
5/6, 2019
Date


Shad, NYC Inc.
5/14, 2019
Date

Side Letter 1

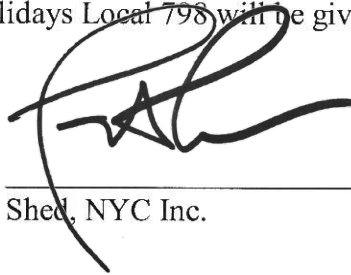
April 2, 2019

If any other IATSE Local negotiates higher rates for holidays Local 798 will be given those rates.



Make-Up Artists and Hair Stylists Local 798

5/6, 2019
Date



Shed, NYC Inc.

5/14, 2019
Date

