

AGREEMENT BETWEEN LOCAL 798 I.A.T.S.E. AND BALLET THEATRE FOUNDATION, INC.

21st day of June 2023

This agreement is made between Make-Up Artists and Hairstylists Local 798 I.A.T.S.E. and Ballet Theater Foundation, Inc. (ABT).

ABT agrees to employ Local 798 members during American Ballet Theatre's 2023, 2024 and 2025 New York Seasons with the following conditions.

1. **RECOGNITION – MAKE-UP ARTISTS AND HAIRSTYLISTS:** Employer agrees to and does hereby recognize Local 798 as the sole and exclusive bargaining agent for Make-Up Artists and Hairstylists employed by Employer in connection with the production and presentation of live shows in and/or by the Employer, all such Make-Up Artists and Hairstylists being sometimes referred to hereinafter as "Employees."
2. **JURISDICTION – MAKE-UP ARTISTS AND HAIRSTYLISTS:** The duties of Make-Up Artists and Hairstylists employed hereunder shall include but not be limited to the following when performed within the theatre or as directed by Management: Application, removal, cleaning, blocking, setting, styling, coloring, applying chemical treatments such as permanents and straightening, braiding, maintenance and repair of all head, body and facial hairpieces including natural hair, hairpieces, and wigs; and application of make-up and cosmetics, prosthetics, body make-up and tattoos.

It is distinctly understood and agreed that nothing in this section is intended to enlarge upon or reduce the existing jurisdiction of the Union or to affect existing practices with the following exception: This collective bargaining agreement (CBA) shall apply anywhere in the Five Boroughs of New York City where there is not a pre-existing Local 798 CBA with the performance venue. In the event of a pre-existing Local 798 CBA in the performance venue, that pre-existing CBA shall apply.

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

Notice of all employment opportunities in the categories covered hereby shall be given by Employer to Local 798 and Local 798 shall be allowed a 48-hour period from the time of receipt of such notice to refer applicants for such positions; failing which Employer shall have the right, provided it exercises same in good faith, to engage the necessary personnel from any other source. Membership in Local 798 shall not be a condition of referral or hiring.

5. **GRIEVANCE PROCEDURE:** 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 or the termination of an employee for an arbitrary or capricious reason, the same shall be resolved in the following manner and order, namely:
  - a. First, between Employer and the Business Representative of Local 798;
  - b. Second, between Senior Management of Employer and a Representative of the I.A.T.S.E.; and then
  - c. If the matter is not resolved pursuant to (b) above, either party shall 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 arbitration and otherwise to bear its own expenses.
6. **NO DISCRIMINATION:** Neither the Employer nor the Local shall discriminate against any Employee nor applicant for employment by reason of race, color, religion, union activity, national origin, sex, sexual orientation, gender identity, age or other legally protected classifications.
7. **NOTICE OF SEASON'S END:** Employees hired for an entire season shall be entitled to at least one week's notice of the end of the season or one week's pay in lieu thereof. Conversely, season extensions shall also be noticed at least one week in advance. Although there is no in lieu of pay for failure to notice the crew of an extension of the engagement, Employer should be aware that the earlier the notice, the more likely the crew will be able to alter prior arrangements.
8. **NO STRIKE, NO LOCK-OUT:** The Local agrees not to strike during the term of this Agreement. The Employer agrees not to lock-out the Employees during the term of this Agreement.
9. **PRIOR OBLIGATION:** As Local 798 is a local of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC, nothing in this Agreement shall be construed to interfere with any obligation Local 798 owes to such organization by reason of a prior obligation; but this shall in no event be construed or applied so as to contravene any applicable state or federal law.
10. All personnel hired under this Agreement shall be paid a minimum hourly wage of:

1/1/2023 – 12/31/2023	1/1/2024 – 12/31/2024	1/1/2025 – 12/31/2025
COVID Correction	+\$2.50	+\$2.50
\$37.50	\$40.00	\$42.50

11. The minimum call on a day where the employee is scheduled to work the performance shall be no less than 4 (four) hours not in continuity with the performance and 1 (one) hour in continuity with the performance.
12. The minimum call on a day where the employee is not scheduled to work the performance shall be no less than 8 hours.

13. Overtime:

- a. Time and one half (1.5x) of the applicable rate shall be paid after all non-performance hours after 8 (eight) non-performance hours in a day.
- b. Time and one half (1.5x) of the applicable rate shall be paid for all hours worked including performance hours after 40 straight-time hours in any week.
- c. All hours worked between 12:00am (midnight) and 8:00am shall be paid at double (2x) the straight-time hourly rate.

14. In the event of work on a 7<sup>th</sup> (seventh) consecutive day, all personnel working under this agreement shall be paid time and a half of their straight time hourly rate. The minimum 4 (four) hour call for scheduled performance days and 8 hours for employees not scheduled for a performance shall apply.

15. Meals: A one hour meal period must commence no earlier than the end of the third hour and end no later than the end of the sixth hour. In the event the meal period is invaded, there will be no penalty as long as an appropriate meal is provided with one half hour on the clock in which to eat it. If the meal is not provided or the half hour on the clock is not provided a penalty of one hour at the prevailing rate shall apply. Staggered meal period breaks for the crew are allowable when necessary.

16. The National Holidays that occur during the season, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, July 4<sup>th</sup>, Labor Day, Indigenous Peoples Day, Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, shall be paid at time and one half for all hours and performances worked.

17. Benefits equivalent to 26% in 2023, 26% in 2024, and 26% in 2025 of gross earnings for any employee under this agreement shall be contributed to the Benefit Funds for Local 798. The benefits shall be allocated in the following manner

a.

	2023	2024	2025
Welfare	15%	15%	15%
Annuity	5%	5%	5%
Pension	6%	6%	6%

- b. Employees working under this Agreement shall be allowed to make self-directed pre-tax salary deferrals (401K type deferrals) to the IATSE National Annuity Fund in accordance with United States Internal Revenue Service guidelines upon submission to the appropriate deferral forms, available from the IATSE National Benefit Funds website.

- c. Vacation: An amount equivalent to seven percent (7%) of the individual's gross weekly earnings shall be included in the weekly check, on a separate line on the stub, with full benefits as being remitted to the appropriate funds, as above.
- d. ABT further agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for each respective Fund, to wit: (1) the IATSE National Health & Welfare Fund, and (2) the IATSE Annuity Fund, all as restated September 22, 2005, and as amended respectively, and each respective Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contributions due as set forth hereinabove. As well, as the Local 798 Pension Fund administered by Zenith-American. Including submitting any required forms for the remittance of funds.
18. Check-Off Dues of 5% of all basic wages earned by an employee under this agreement, up to eight (8) hours in a day and forty (40) hours in a week excluding over scale payments, shall be deducted commencing with the first wage payment. Within one week after the end of each payroll period, ABT shall forward to Local 798: a check payable to Local 798 for the total amount of all deductions for the payroll period, and a certified remittance report listing the names of all employees for whom dues were deducted and their earnings for the payroll period.

19. The term of this agreement shall be from January 1, <sup>2023</sup>~~2017~~ through December 31, <sup>2025</sup>~~2019~~.

7/18/2023  
DD

This agreement is subject to ratification by the membership of Local 798.

Ballet Theatre Foundation, Inc.

BY: Vincent Roca  
Vincent Roca  
Head of Production

Date: 7/10/2023

Make-Up Artists & Hairstylists Local 798, I.A.T.S.E.

BY: Daniel D. Dashman  
Daniel D. Dashman  
Business Agent

Date: 7/13/2023

AUTHORIZATION FOR DEDUCTION OF UNION DUES

International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied  
Crafts of the United States and Canada – Make-Up Artists and Hairstylists Local 798

Employer: AMERICAN BALLET THEATER Date: \_\_\_\_\_

You are hereby authorized and directed to deduct from my wages all Union Dues as shall be certified by  
the Secretary, Treasurer, or other authorized official.

This authorization and assignment shall be irrevocable from year to year thereafter, unless I give you and  
the Union written notice of revocation not less than thirty (30) days prior to the end of any subsequently  
yearly period.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Social Security # \_\_\_\_\_

Telephone \_\_\_\_\_

Witness \_\_\_\_\_