

**AGREEMENT BETWEEN
ATG COLONIAL, LLC
and
MAKE-UP ARTISTS AND HAIR STYLISTS
LOCAL NO. 798, I.A.T.S.E., AFL-CIO**

THIS AGREEMENT made and entered into this day of January 25, ²⁰²⁴~~2023~~ by and between ATG Colonial, LLC hereinafter referred to as the "EMPLOYER", and MAKE-UP ARTISTS AND HAIRST YLISTS UNION LOCAL NO. 798, INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, hereinafter referred to as the "UNION."

**ARTICLE 1
RECOGNITION**

The EMPLOYER recognizes the UNION as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours, and other conditions of employment for all employees of the EMPLOYER working as theatrical make-up artists and hairstylists (who shall, unless otherwise specifically designated, be referred to hereafter as "EMPLOYEES") at the Colonial Theatre in Boston, Massachusetts (hereinafter "THEATRE").

**ARTICLE 2
SCOPE AND JURISDICTION**

1. The scope of this agreement will cover the employment of all EMPLOYEES by the EMPLOYER at the THEATRE for work that falls under the jurisdiction of the UNION.
2. The work jurisdiction of the UNION shall include, but is not limited to, the following work on theatrical performances and on attractions who require local make-up and/or hair staff beyond the attraction's regular traveling crew: the load-in and load-out of all necessary supplies associated with hair and make-up for performance purposes; putting on or removing of wigs, styling wigs on performers, facial hair, and applying make-up (either facial or full body); the cleaning , setting, and restyling of wigs, hairpieces, or facial hair.
3. The EMPLOYER, at its sole discretion, may offer make-up and hairstylist EMPLOYEES work not within the scope and jurisdiction of the UNION and the EMPLOYEES may, in their sole discretion, accept or decline such work. Neither the offer to employ make-up and hairstylist EMPLOYEES to perform work not within the scope and jurisdiction of the UNION nor acceptance of such work by make-up and hairstylist EMPLOYEES shall constitute a precedent or a past practice under this Agreement.

ARTICLE 3
UNION SECURITY

All EMPLOYEES shall be required, as a condition of their continued employment, to be members or become members no later than their thirty-first (31st) day of employment, and to remain members in good standing of the UNION or satisfy core status obligations. An EMPLOYEE who fails to remain a member of the UNION, or satisfy core status obligations, shall be dismissed by the EMPLOYER immediately upon demand of the UNION. Nothing contained herein shall, however, require the EMPLOYER to discharge or in any way discriminate against any EMPLOYEE who has been denied membership. The provisions of this Agreement shall be uniformly applied to all EMPLOYEES.

ARTICLE 4
MANAGEMENT RIGHTS

The EMPLOYER reserves to itself the exclusive right to make reasonable rules and regulations necessary for the conduct and management of its business. EMPLOYEES hereunder shall be required to obey all such rules and regulations, as long as they do not conflict with the terms of this agreement and a copy has been provided to the UNION and all EMPLOYEES.

ARTICLE 5
REFERRAL OF WORKERS

1. In hiring persons to perform services covered by the terms of this agreement, the EMPLOYER shall grant preferential consideration to those applicants who have previously been satisfactorily employed as theatrical make-up artists and/or hairstylists, within the geographical area of Boston, Massachusetts, and the area designated by the International Alliance of Theatrical Stage Employees as within the jurisdiction of Local No. 798.
2. The EMPLOYER agrees to contact the UNION for the purpose of providing employees to work under the terms of this Agreement and the Union agrees to honor all EMPLOYER requests for specifically named individuals, if available.
3. The EMPLOYER shall give the UNION advance notice of all vacancies for positions coming within the scope of this Agreement.
4. Staffing of Calls - The EMPLOYER shall have the exclusive right to determine staffing for any and all work calls, provided, however, that staffing requirements for Yellow Card productions shall correspond to the staffing requirements set forth on the production's "Yellow Card"(see Article 24 below).

5. This Article shall be interpreted and applied consistently with all applicable federal and state laws.

ARTICLE 6
WAGES

1. The following wage rates shall prevail for all Tier 1 Attractions, as defined in Article 11 below, from June 1, 2023 through September 15, 2025.

Employment Category		Effective 06/01/2023- 09/15/2024
Make-up Artist Hairstylist	Hourly	\$38.62
	Performance	\$193.08
Department Head	Hourly	\$40.69
	Performance	\$203.47

2. The first person hired shall be designated as the Hair/Make -Up Department Head for the entire run of the engagement and paid at the Department Head rate as designated above.
3. The EMPLOYER shall be responsible for payment of all money earned by their EMPLOYEES in the THEATRE.
4. No EMPLOYEE shall be permitted to give his/her service gratis at any time, or for any reason, without the permission of the UNION.

ARTICLE 7
PREMIUM TIME

1. EMPLOYEES shall be compensated at one and one-half (1½) times their straight- time hourly rate of pay for all work completed between the hours of 12:00 AM and 8:00 AM.
2. EMPLOYEES shall be compensated at one and one-half (1½) times their straight- time hourly rate of pay for all hours worked in excess of forty (40) hours in any one (1) week. The work week shall be Monday through Sunday. Any full hour(s) of a minimum call on performances, work calls, load-ins, or load-outs that are paid, but not worked, shall not count towards the forty (40) hour requirement. For example, if time worked on a performance call is three (3) hours and twenty-five (25) minutes, then four (4) hours shall be counted towards the forty (40) hour overtime calculation. However, any hours worked beyond a minimum call shall be counted in thirty (30) minute increments for the forty (40) hour overtime calculation. For example, if time worked on a performance call is five (5) hours and twenty-five (25) minutes, then five and one-half (5½) hours shall be counted towards the forty (40) hour overtime calculation.

3. EMPLOYEES shall be compensated at one and one-half (1½) their straight-time hourly rate of pay for all work completed on the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. Said holidays shall be celebrated on the national holiday. If a holiday is celebrated on a dark day and no work is performed, Employees on the performance crew who have worked the full week on either side of the holiday shall be paid one half of the straight-time performance rate in addition to their weekly salary.
4. EMPLOYEES shall be compensated at one and one-half (1½) times their regular performance rate for all performances in excess of eight (8) in one week, except as stated in Article 8, Section 2, below.
5. EMPLOYEES shall be compensated at one and one-half (1½) times their regular performance rate for a third performance in a single day, when the length of each performance (including the 30 minutes prior to curtain) is more than 2 hours.
6. EMPLOYEES shall be compensated at one and one-half (1½) times their straight-time rate of pay for a seventh (7th) consecutive day of work.
7. There shall be no pyramiding or compounding of premium pay. One and one-half (1½) times the straight-time rate of pay shall be the highest rate paid under this Agreement. The Employer may not replace a person on the job to avoid payment of a higher rate.

ARTICLE 8 WORK CALLS

1. Performance Calls- The minimum for all performance calls shall be five (5) hours compensated at the performance rate stated in Article 6, Section 1, above. During the actual performance (curtain rise to curtain fall), only performance related services may be completed, except in case of emergency. During up to two hours of the performance call, Employees may be required to complete any type of work, including but not limited to set-up, continuity calls and work calls. Performance calls may be extended in thirty (30) minute increments. However, if a call extends past six (6) hours, the minimum call shall be eight (8).
2. The following terms shall apply for Short Shows, defined as any show with a running time of ninety (90) minutes or less.
 - a. If two (2) performances of a "Short Show" are completed within a six (6) hour time period, then both performances shall be paid at a total of one hundred fifty percent (150%) the regular performance rate. If two (2) performances of a "Short Show" that are scheduled in one (1) day are not completed within the aforementioned six (6) hours, each shall be paid at one hundred percent (100%) of the regular performance rate.

- b. A third performance of a Short Show in a single day shall be paid at the regular performance rate.
 - c. If only one (1) Short Show is performed in a single day, then the regular performance rate shall apply.
 - d. Time and one-half the regular performance rate shall be paid for each Short Show performance in excess of ten (10) in a week.
- 3. Rehearsals – The minimum for all rehearsal calls shall be four (4) hours. Rehearsal calls shall be addition to any performance calls. Rehearsal calls shall begin on the hour or half-hour.
 - 4. Work Calls – The minimum for all work calls shall be four (4) hours. Work calls shall be in addition to any performance calls. Work calls shall commence either on the hour or half-hour. The minimum for all Yellow Card work calls on days when the Employee is not working a performance shall be eight (8) hours. The minimum for all non-Yellow Card work calls on days when the Employee is not working a performance shall be six (6) hours.
 - 5. Load-Ins – The minimum for a load-in shall be four (4) hours. Load-ins shall commence either on the hour or half-hour.
 - 6. Load-Outs – The minimum for a load-out shall be one (1) hour for EMPLOYEES who worked the attraction and four (4) hours for all other EMPLOYEES. Load-outs shall commence either on the hour or half-hour.
 - 7. Time in Excess of Minimums – All time in excess of any minimum call shall be compensated at the applicable hourly rate of pay in one-half (½) hour increments.
 - 8. There shall be no payment for overlapping or duplication of calls.
 - 9. Use of non-traveling Make-up/Hair Stylist Supervisor: The EMPLOYER shall select, with the advice of the UNION, one (1) EMPLOYEE as make-up/hairstylist supervisor for any attraction, other than a concert, that meets the following conditions:
 - a. A make-up/hair stylist supervisor is not furnished by the attraction;
 - b. Has two (2) or more performers;
 - c. More than one (1) EMPLOYEE is called;

Said supervisor shall receive Three Dollars (\$3.00) per hour in addition to the regular rate of pay.

ARTICLE 9
MEAL BREAKS

All Employees must receive a meal break no later than any five (5) hour interval. Failure to provide a meal break will result in a payment in addition to normal compensation of a penalty hour at the prevailing rate. EMPLOYER may, at its option and in lieu of a one (1) hour meal break, provide an appropriate meal for employees during a meal period. Whenever the EMPLOYER provides a meal, the meal break shall be shortened to one-half (1/2) hour and shall be paid at the prevailing rate of pay and no meal penalty shall be due.

ARTICLE 10
REST PERIOD TURNAROUND

1. There shall be eight (8) hours rest between daily work calls at the same facility in every twenty-four (24) hour period. If any EMPLOYEE is required to work before he has had eight (8) hours of rest, the EMPLOYEE shall be paid time and one half (1½) the basic hourly rate of pay for the duration of the eight (8) hour rest period, in lieu of any other over time provision. For example, if an EMPLOYEE leaves at midnight and returns at 6 AM, he will receive time and one-half the basic hourly rate for the first two (2) hours of work.
2. It is understood the Union will not refer individual EMPLOYEES to the Employer who will not have had eight (8) hours of rest, unless the Employer so requests.

ARTICLE 11
VACATION

Effective November 27, 2023, each employee hereunder shall be entitled to receive each week, in addition to their other compensation, an earned amount equivalent to eight percent (8%) of such employee's gross wages as a vacation allowance. The weekly pay envelope or check stub given to the employee shall specify the amount of such vacation allowance.

ARTICLE 12
BENEFITS

1. The Employer agrees to contribute an amount equivalent to fourteen percent (14%) of the employees' weekly gross wages to the IATSE National Benefit Funds Health and Welfare Fund, Plan C. Commencing November 27, 2023, this amount shall increase to sixteen percent (16%). The Employer agrees to execute any necessary paperwork for the National Benefit Fund to allow these contributions. Such contributions shall be sent to IATSE National Funds, PO Box 11944, Newark, NJ 07101.
2. The Employer agrees to contribute an amount equivalent to four percent and one-half (4½%) of the employees' weekly gross wages to the IATSE National Annuity Fund.

Effective November 27, 2023, this amount shall increase to five percent (5%). In addition, individual Employees designated as "qualified participants" by the Union, and under the terms of the Trust Agreement, may elect to deduct an additional percentage of their gross wages for contribution to the Annuity Fund. For such qualified participants, the Employer agrees to make such requested deductions and contributions to the Annuity Fund. The Union agrees to provide an updated list of qualified participants and their requested deductions to the Employer. The Employer agrees to execute any necessary paperwork for the National Benefit Fund to allow these contributions. Such contributions shall be sent to IATSE National Funds, PO Box 11944, Newark, NJ 07101.

3. In order to effectuate the contributions to the IATSE National Health Fund and Annuity Fund as set forth above, the Employer agrees to be bound by the Agreement and the Declaration of Trust of each fund as amended. With respect to each of the funds described above, except for making contributions provided for in such Articles, the Employer assumes no obligation, financial or otherwise, to any person or entity arising out of the provisions of this Article. Once the Employer remits the contributions to the respective Fund, the disposition thereof shall be the sole and exclusive obligation and responsibility of each Fund and its Trustees.
4. Effective, November 27, 2023, each employee hereunder shall be entitled to receive each week, in addition to their other compensation, an amount equivalent to five and one-half percent (5.5%) of such employee's gross wages as a contribution to the Local 798 Pension Fund.
5. With respect to each of the funds described above, except for making contributions provided for in such Articles, the Employer assumes no obligation, financial or otherwise, to any person or entity arising out of the provisions of this Article. Once the Employer remits the correct contributions to the respective Fund, the disposition thereof shall be the sole and exclusive obligation and responsibility of each Fund and its Trustees.

ARTICLE 13 **TIER DEFINITIONS**

1. A "Tier 1 Attraction" is (a) an attraction for which the International Alliance of Theatrical Stage Employees has issued a Yellow Card specifying the minimum staffing requirements for local stage crews, and; (b) a Pre-Broadway attraction.
2. A "Tier 2 Attraction" is (a) a legitimate theatre production (sit-down or tour) recognized in the industry as such, and for which no Yellow Card has been issued; (b) Trade Shows. Wages for Tier 2 shall be ninety-five percent (95%) of the Tier 1 wage. All terms and conditions for Tier 2 Attractions shall be the same as those terms in place for Tier 1.
3. A "Tier 3 Attraction" is (a) a live, popular music presentation a/k/a a concert which travels with or rents locally its own production elements and sound and lighting package; (b) community-sponsored events or productions (including community-sponsored legitimate theatre productions such as children's theatre or amateur theatre productions, etc.); (c) orchestral concerts; (d) special events such as fashion shows, business meetings,

benefits, lectures, corporate meetings and events, rallies, holiday parties, and weddings;
(e) any not-for-profit organizations as defined in Article XVII, Not-For-Profit Organizations, herein, besides those designated a Tier 2 attraction, as listed above, and;
(f) all other events or productions not specifically included in Tier 1 or Tier 2. Wages for Tier 3 shall be ninety-five percent (95%) of the Tier 2 wage. All terms and conditions for Tier 3 Attractions shall be the same as those terms in place for Tier 1.

ARTICLE 14 COMMERCIAL RATES

1. Commercial Reproduction – Show Crew: In the event of a commercial Reproduction of an attraction in any medium, in any manner, the Employer shall pay the Show Crew (those engaged to complete work during the live performance) an additional \$150. This payment would be limited to those who perform work on and/or related to the live attraction. The Employer shall notify the Union in the event of commercial. Reproduction as described herein.
2. Non-Commercial Reproduction: Notwithstanding the foregoing, no payment shall be required for the Reproduction of an attraction for non-commercial purposes.
3. The Reproduction of any attraction shall be considered a non-commercial Reproduction until such time the Employer or its affiliates receives revenues in excess of Reproduction expenses for the commercial exploitation of the Reproduction. The verification of such revenues and expenses shall be administered by the Employer, such accounting records shall be provided to the Union upon written request. It is understood that Reproduction expenses shall include the payments required herein to the Employees.
4. A television or commercial rate attraction shall be defined as one where the photographs, film or video images are utilized in connection with a profit motivated venture such as souvenir booklets, national television commercials, record albums, or commercials for a product. Publicity stills and television or movie footage used for the promotion of the THEATRE shall not be included in the definition of television or commercial rate attraction.
5. The foregoing, however, shall not prohibit the taking of news film footage not exceeding thirty (30) minutes in length and three (3) minutes of air time. News footage so taken shall not be used for the purpose of making documentaries, entertainment shows or television commercials.
6. During take-ins, rehearsals and run-throughs, EMPLOYEES shall not receive additional pay if pictures are taken which are nor television or commercial rate attractions as defined in Section 10.3 above.

7. Photographs, film, or video images which are not television or commercial rate attractions may be taken at the applicable hourly rate during the continuity hour immediately preceding or following performances.
8. Before a commercial rate performance, a meal break (whether worked or not) of one (1) hour shall interrupt continuity. After a performance, a meal break shall not interrupt continuity.
9. Calls for the purpose of taking pictures which are not television or commercial rate attractions, and which are not in continuity, shall be subject to a four (4) hour minimum call.

ARTICLE 15
WORKMEN'S COMPENSATION, SOCIAL SECURITY, AND
UNEMPLOYMENT INSURANCE

Worker's Compensation coverage, Unemployment Insurance and Social Security contributions shall be paid on behalf of each EMPLOYEE during the term of this Agreement, as required by law.

ARTICLE 16
CHECK-OFF

During the term of this Agreement, and in accordance with the terms of an individual voluntary written authorization for check-off of membership dues, the EMPLOYER shall deduct a fixed percentage as work dues from wages of each EMPLOYEE covered by this Agreement who signs an authorization. The rate of work dues shall be determined by the UNION according to its Constitution and By-laws. The amount deducted by the EMPLOYER shall be paid to the UNION by the end of each month.

ARTICLE 17
HAZARDOUS CONDITIONS

EMPLOYEES shall not be required to work under hazardous conditions or in areas in which hazardous chemicals, such as spray paints, cleaning solutions, inks, dyes, etc. are being used when such materials present a hazard to the health and safety of the EMPLOYEES. An EMPLOYEE will not jeopardize any potential employment by refusing to perform work that is determined to be hazardous.

ARTICLE 18
CANCELLATION OF CALLS

At least twelve (12) hours' notice of cancellation is required to EMPLOYEES working a call or EMPLOYEES will be paid the minimum call at applicable rates. This twelve (12) hour

notice shall not apply when such cancellation results from an Act of God, fire, national or local calamity, acts or regulations of any public authority, war, epidemic, storm or inclement weather.

ARTICLE 19
JUST CAUSE TERMINATION

1. The UNION agrees that EMPLOYER has the right to replace and/or dismiss any EMPLOYEE for just cause shown, including, but not limited to recurrent tardiness, dishonesty, insubordination, theft or other unlawful conduct, incompetence, illegal drug or alcohol use, or a second failure to adhere to EMPLOYER's reasonable work rules, a copy of which will be provided to the UNION and all EMPLOYEES.
2. No EMPLOYEE shall report to work while intoxicated or under the influence of drugs or alcohol, other than as legitimately prescribed by a physician. Any EMPLOYEE who reports to work impaired or who uses or possesses either illegal drugs or alcohol within the THEATRE, shall be immediately removed from the call by the EMPLOYER, without the right to pay for that call. Any EMPLOYEE who is so removed by the EMPLOYER from a call shall be subject to discipline up to and including discharge for just cause.

ARTICLE 20
NON-DISCRIMINATION

1. There shall be no discrimination against any EMPLOYEE or applicant for employment by reason of membership in the UNION or because of anything said or done in furtherance of the UNION.
2. There shall be no discrimination against any EMPLOYEE or applicant for race, color, creed, sex, religion, national origin, age, marital status, or because of physical or mental disability not affecting the individual's ability to perform his/her designated duties.

ARTICLE 21
ADMISSION TO PREMISES

Any officer or duly authorized representative of the UNION shall be admitted to the premises of the EMPLOYER during normal working hours for the purpose of checking the performance of this Agreement by the EMPLOYER as long as there is no disruption in the work being performed. Any person so admitted shall comply with all rules and regulations of the EMPLOYER while on the premises. The UNION shall not exercise this right in an unreasonable manner.

ARTICLE 22
UNION PRIOR OBLIGATION

As the UNION is a member of the International Alliance of Theatrical Stage Employees of the United States and Canada, nothing in this agreement shall be construed to interfere with any obligation the UNION owes to such International Alliance by reason of a prior obligation, but this shall in no event be construed so as to conflict with any applicable state or Federal laws or the terms of this Agreement.

ARTICLE 23
TRAVELING MAKE-UP ARTISTS, HAIRSTYLISTS
AND WARDROBE SUPERVISORS

1. The make-up artist or hairstylist supervisor and assistants may not perform duties normally assigned to wardrobe supervisor or assistants, and no wardrobe supervisor or assistant shall be allowed to perform the duties normally assigned the make-up artist or hairstylist.
2. Any make-up artist or hairstylist required to appear on stage during a performance in view of the audience shall receive a premium of fifteen dollars (\$15.00) per performance. An EMPLOYEE must be notified upon hire for a specific position that they will be required to appear on stage during a performance.

ARTICLE 24
EMPLOYEE DUTIES/EQUIPMENT

1. Duties of make-up artists and hairstylists shall be limited to maintaining, cleaning, handling, distributing, packing or unpacking, and general supervision of all items relating to make-up and hair styling, including wigs, hair pieces, mustaches, sideburns, eyebrows, or any other artificial hairpieces provided and used by the production, and the recreation of any hair or wig styles designated for use in the production, with the supervision of the Producer's designated representative. The make-up artist/hairstylist will assist in the placement of microphones as designated by the designer, or the designer's representative, if placed within a wig or hairpiece, but will assume no responsibility for the proper functioning of any such device.
2. Make-up artists and hairstylists shall not be required to furnish any equipment for specific use in the performance of duties, such as combs, rollers, sprays, hair or wig dryers, blocks, repair materials, etc. Should the production require materials not furnished by the production, the make-up artist/hairstylist shall agree to shop such items at the expense of the production for labor and materials, and with the understanding that Management is aware of the additional duties assigned and shall compensate the EMPLOYEES for the additional duties. EMPLOYEES shall receive a minimum of one (1) hour of pay at the applicable rate of pay, with additional time paid in one-half (½) hour increments.

ARTICLE 25
YELLOW CARD ATTRACTIONS

Staffing conditions pertaining to Road Attractions shall be consistent with the complement of EMPLOYEES required under the "Yellow Card" issued by the I.A.T.S.E. and such complement shall not be decreased without the specific authorization by the Producer of the Road Attraction and the International.

ARTICLE 26
GRIEVANCE AND ARBITRATION

- I. In the event that during the term of this Agreement, any dispute or disagreement involving the interpretation or application of the provisions of this Agreement, hereinafter referred to as a "grievance", arises between the EMPLOYER and the UNION or between the EMPLOYER and any EMPLOYEE represented by the UNION, said grievance shall be handled in accordance with the following procedure:

Step 1: For EMPLOYEE initiated grievances, the grievance shall be submitted orally by the UNION or EMPLOYEE to the General Manager (or his designee) within seven (7) calendar days of the date of the event(s) giving rise to the grievance. The General Manager (or his designee) shall respond to the oral grievance within two (2) working days of its submission. In the event the General Manager (or his designee) is not able to resolve the grievance, the UNION or the EMPLOYEE may submit the grievance in writing as set forth in Step 2 below. All grievances initiated by the UNION or the EMPLOYER rather than by an EMPLOYEE or group of EMPLOYEES, shall be submitted in writing as set forth in Step 2 below.

Step 2: The grievance shall be reduced to writing and presented by the UNION to the General Manager (or his designee) or by the EMPLOYER to the President or Business Agent of the UNION (or their designee) within fourteen (14) calendar days after the date of the event(s) giving rise to the grievance. Such a written grievance shall be dated and signed and shall state the provisions of the Agreement involved in the grievance, the date(s) of the alleged violation(s), the facts on which the grievance is based, the name of the individual or individuals aggrieved, and the remedy sought. The designated representative of the EMPLOYER or the UNION, as the case may be, shall respond to the written grievance in writing within seven (7) calendar days of its submission. The designated representatives of the UNION and the EMPLOYER shall hold a meeting to discuss the matter within seven (7) calendar days of the written response and shall make good faith efforts to settle if at all possible. The decision, if any, of such representatives shall be final and binding upon the parties and any EMPLOYEE(s) concerned. Failure of the aggrieved party to serve a written grievance within the given time period will constitute a waiver of the grievance.

Step 3: If the designated representatives of the EMPLOYER and the UNION fail to settle the dispute within seven (7) calendar days of the meeting, either party may request that the matter be submitted for binding arbitration as set forth below in Section 2, Arbitration.

2. Any grievance or dispute between EMPLOYER and the UNION concerning the interpretation, application or meaning of a provision in this Agreement that has been processed in accordance with the provisions of Article 24, Section I of this Agreement may be submitted to binding arbitration with an impartial arbitrator to be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, the Director of either the National Academy of Arbitrators or the FMCS Region shall be requested to submit the names of seven (7) disinterested persons who practice in the FMCS Region and are qualified and willing to act as impartial arbitrators. From such List, the UNION and the EMPLOYER shall each alternately strike one name until six (6) names have been eliminated and the person whose name remains on the list shall be selected to act as the impartial arbitrator. The procedure to be followed in submitting the difference or dispute to the arbitrator, unless otherwise agreed upon by the parties, will be determined by the arbiter himself. Neither party waives, however, the right to a full hearing with the right to compel the production of evidence and witnesses, and cross examination.
3. The Arbitrator shall have no power or authority to add to, subtract from or in any way alter, amend, change or modify the terms of this Agreement. The Arbitrator's award shall be written, and it shall be binding upon the EMPLOYER, the UNION, and the EMPLOYEES involved in the controversy. Upon satisfactory and appropriate proof, the Arbitrator shall have authority to award interest and exemplary damages. The parties hereby agree that the decision and award of the Arbitrator shall be final and binding upon both parties, without further right of recourse or appeal.
4. The fee and necessary expenses of the Arbitrator shall be borne equally by the EMPLOYER and the UNION.
5. Since all disputes, controversies or grievances arising out of this Agreement are intended to be resolved amicably, neither party shall take any step or institute any action whether by way of lockout, concerted refusal to work, work stoppage, strike, or otherwise to enforce or settle a grievance arising under this Agreement.

ARTICLE 27 **NO STRIKE AND NO LOCKOUT**


It is hereby agreed that so long as the EMPLOYER complies with the above grievance procedure, the UNION agrees that there shall be no strike, slowdown, picketing, work stoppage or refusal to work by the UNION for any reason which has the effect of interrupting or delaying the service or operations of the Employer during the period of this Agreement. Similarly, so long

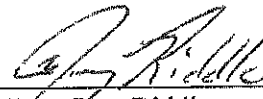
as the UNION complies with the above grievance procedure, the EMPLOYER agrees that there shall be no lockout against EMPLOYEES during the period of this Agreement.

ARTICLE 28
TERM AND RENEWAL

This Agreement shall be for a term commencing June 1, 2023 and ending on September 15, 2024. At least sixty (60) days prior to its expiration day, the parties shall meet and confer for the purpose of negotiating the terms and provisions of a new agreement to take effect immediately upon the expiration hereof.

IN WITNESS WHEREOF, the parties here to have set their hands to this Agreement by their duly authorized representatives this day of January 25, 2024, ~~2023~~.

By: 
Print Daniel D. Dashman

By: 
Print Joey Riddle

Title: Business Representative

Title: General Manager

For: Make-Up Artists and Hair Stylists Local 798 For: ATG Colonial, LLC