

**AGREEMENT BETWEEN BROOKLYN ACADEMY OF MUSIC AND
MAKE-UP ARTISTS AND HAIR STYLISTS UNION LOCAL 798, IATSE**

1. **RECOGNITION** – Brooklyn Academy of Music (“BAM”) hereby recognizes Make-Up Artists and Hair Stylists Union, Local 798, IATSE (“Local 798” or “Union”) as the exclusive bargaining agent for all Make-Up Artists and Hair Stylists, including Heads and Assistants, employed by BAM to perform hair and makeup services (as described below) in connection with performances produced or co-produced or presented or co-presented by BAM in the Peter J. Sharp Building, the Fisher Building and the Harvey Building (“Employees”). Local hires employed to work on productions at BAM’s Peter J. Sharp Building and at the Harvey Building, shall be covered by this agreement, except that one Make-Up Artist or Hair Stylist who travels with the company/artist, or in the case where there are two Supervisor positions, they shall not be considered a “local hire,” regardless of where they are domiciled. When there is a second person brought in by the company there must be at least one local hire for all performances and work calls.
2. **JURISDICTION** – The duties of Employees employed hereunder shall include application, removal, cleaning, blocking, setting, styling, coloring, perming, and cutting of hair, maintenance and repair of wigs and facial hairpieces; and application and removal of make-up and cosmetics, prosthetics, body make-up and tattoos (applied or covered), packing, unpacking, washing, sanitizing, drying, and storing of all equipment, materials and supplies used in connection with all wigs, hairstyling and make-up, including striking and pack-out of wigs and hairstyling and make-up equipment, materials, and supplies following final performance and restoring BAM’s supplies and the Hair and Make-up area after the load out. In addition, the duties for Heads shall include reviewing all original show paperwork to learn the look and running duties of the show. Exceptions:
 - a. Make-Up Artists and/or Hair Stylists may be employed on productions pursuant to the IATSE Pink Contract; and
 - b. Administrative employees employed by BAM may use their own Make-Up Artists and/or Hair Stylists in connection with attending BAM’s gala (or other party).
3. **WAGES** -
 - a. Head (first hired in each category (Hair Stylist and Make-Up Artist)) – Forty-eight dollars and eighty-three cents (\$48.83) per hour.
 - b. Assistant (designated by Head in each category (Hair Stylist and Make-Up Artist)) – Forty-one dollars and sixty cents (\$41.60) per hour.
 - c. If the Employer pays over scale wages to an Employee, upon the Employee’s hire, the individual Over Scale Agreement attached to this CBA as Exhibit A, shall be completed and signed by both the Employer and Employee. The

Employer shall provide a copy of such Agreement to the Union.

- d. Minimum performance call – Four (4) hours.
 - e. Minimum work call (not in continuity with a performance) – Five (5) hours.
 - f. The wage rates set forth in paragraphs 2(a) and 2(b) shall be increased by five percent (5%) on the anniversary date of the Agreement.
4. **BENEFITS** - BAM shall contribute amounts equal to the following percentages of gross earnings of each Employee to the following fringe benefit funds:
- a. IATSE National Health & Welfare Fund Plan C– Thirteen percent (13%) of gross earnings.
 - b. IATSE Annuity Fund – Nine (9%) of gross earnings.
 - c. The Pension Fund of Make-Up Artists and Hair Stylists Union Local 798, IATSE – Six and one-half (6½%) of gross earnings.
 - d. Employees shall be eligible to participate in the IATSE Annuity Fund 401(k) program in accordance with the terms of the applicable plan document.
 - e. Such benefit contributions shall be remitted to the Funds no later than the fifteenth (15th) day of the month following the month in which the Employee(s) worked. Contributions shall be accompanied by a remittance report that includes the name(s) of the Employee(s) for whom the contributions are being made, their social security numbers and the respective amounts contributed for each Employee(s). A copy of the accompanying remittance form shall be forwarded to Local 798 at the time of submission to the Funds.
 - f. BAM further agrees to be bound by all of the terms and conditions of The Agreement Declaration of Trust for each respective Fund, to wit: (1) the Pension Fund of Make-Up Artists and Hair Stylists Union Local 798, IATSE; (ii) the IATSE National Health & Welfare Fund; and (iii) the IATSE Annuity Fund, 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 as set forth herein. The Union shall provide the Employer with copies of the applicable trust documents.
5. **VACATION** – In addition to other compensation, on a weekly basis, each Employee shall be paid eight percent (8%) of their gross wages as vacation pay

which shall be included as a separate line on the weekly pay stub. Benefit contributions as set forth in paragraph 4 above shall be paid on the vacation pay.

6. **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 31st day following the date of this Agreement or the date of their initial employment by Employer, whichever comes later. 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 2(a) 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. The duly authorized Business Representative of Local 798 shall have access to the theatre at all reasonable times for the purpose of performing legitimate union business.
7. **CHECK-OFF**—The Employer shall deduct five (5%) percent of an Employee's base straight-time wages up to eight (8) hours per day for a maximum of forty (40) hours per week and remit to Local 798 for each Employee covered under this agreement for whom there has been or shall be filed with the Employer a written assignment in accordance with section 302(C) of the Labor-Management Relations Act, 1947. The Employer shall commence making such deductions with the first wage payment to be made to such Employee following the date of filings of their said written assignment, and such deductions shall continue thereafter with respect to each and every subsequent wage payment to be made to such Employee during effective term of their assignment. The Employer shall remit to the Union at least once every four weeks all sums deducted as and for Union dues. The Employer shall draw a check to the order of Make-Up Artists and Hair Stylists Union Local 798, IATSE for the total amount of all deductions made. Said check shall be forwarded to the Union along with a record certifying the names of Employees on whose account such deductions were made and their respective earnings for said period.

The Employer shall provide to each Employee at the time the Employee is hired, a check-off form provided by the Union along with the employee start paperwork. Copies of authorization forms shall be kept on file with the Union and by the Employer.

8. **KIT FEES** – If required to bring their kit, a kit fee of \$40.57 per day shall be paid to each Employee working under this Agreement (if expendables exceed the kit fee, the overage shall be reimbursed upon presentation of valid receipts).
9. **OVERTIME** – Time and one-half (1½x) of an Employee's straight time hourly rate shall be paid for all hours worked: (i) beyond forty (40) hours a week; (ii) beyond eight (8) hours on a non-performance day; (iii) on a seventh (7th) day

worked in a week; and on the following holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day. Overtime shall be paid in one-half (1/2) hour segments.

10. **MEAL BREAKS** – A one (1) hour meal break is to be scheduled between performances and/or after a minimum of three (3) hours up to a maximum of six (6) hours work. If the schedule for the production does not allow a one (1) hour break for a meal, the Employer shall pay a penalty of one (1) hour at the prevailing rate. If a paid break of thirty (30) minutes to eat is provided and the Employer provides a catered meal there shall be no penalty. Meal times may be staggered.
11. **PRIOR OBLIGATION**—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.
12. **GRIEVANCES AND ARBITRATION**—Any dispute, claim or grievance arising from or relating to the interpretation or application of this Agreement shall be submitted in writing to BAM's Director of Production within fifteen (15) days after the date on which the aggrieved party knew of the alleged violation or with due diligence should have known of the alleged violation, whichever is later. Such grievance shall consist of a written statement setting forth, in reasonable detail, the nature of the grievance. Within fifteen (15) days of receipt thereof, the parties shall meet with the Business Representative of the Union and a representative of the Employer who shall first promptly endeavor to resolve such grievance. If they are unable to resolve the grievance, within fifteen (15) days of the meeting between the Union and the Employer it shall be referred to the International and the International shall endeavor to mediate the grievance between the parties within fifteen (15) days of submission. In the event the parties are unable to reach a mediated agreement, either party may take the dispute to final and binding arbitration within fifteen (15) days of the mediation (or if no mediation is held, within twenty (20) days of submission of the grievance to the International) pursuant to the Labor Arbitration Rules of the American Arbitration Association the ("AAA"). The time limits set forth herein may be extended by written mutual consent of the parties. The expenses of the AAA and the arbitrator shall be shared equally by the parties. The arbitrator shall not depart from, amend or modify any provisions of this Agreement. The decision of the arbitrator shall be in writing.
13. **NO STRIKE/NO LOCKOUT**—There shall be no lockout, strike, work stoppage or other interference with or interruption of employment during the term of the

Agreement by either party to this Agreement except as may be directed according to the Prior Obligation clause above.

14. **TERM** – Two (2) years beginning November 18, 2024 and expiring November 17, 2026.

IN WITNESS WHEREOF:

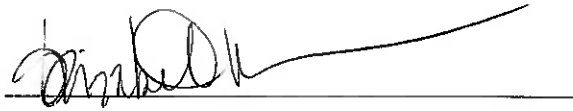


Daniel D. Dashman
Business Representative

Make-Up Artists and Hair Stylists Union
Local 798, IATSE

December 12, 2024

Date



Elizabeth Moreau
Vice President and Senior Producer

Brooklyn Academy of Music

12/12/24.
Date

