

AGREEMENT BETWEEN
THE BROADWAY LEAGUE
AND
MAKE-UP ARTISTS AND HAIR STYLISTS
LOCAL 798 I.A.T.S.E.
TERM
JULY 25, 2022 – JULY 25, 2027

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AGREEMENT, made this 27th day of July, 2023 by and between THE BROADWAY LEAGUE INC. (hereinafter referred to as the “League”) on behalf of its producer-members (hereinafter referred to as “Management”) and MAKE-UP ARTISTS AND HAIRSTYLISTS UNION, LOCAL 798, I.A.T.S.E., AFL-CIO (hereinafter referred to as “Local 798”)

WITNESSETH

WHEREAS, Management employs Make-Up Artists and Hairstylists in connection with the production and presentation of legitimate shows in the Broadway Area; and

WHEREAS, Local 798 represents such Make-Up Artists and Hairstylists for the purpose of collective bargaining with the League in respect to their wages, hours, and conditions of employment; and

WHEREAS, the parties hereto desire to enter into this Agreement in order to establish the minimum salaries, hours, and working conditions to be applicable to the Make-Up Artists and Hairstylists so employed.

NOW, THEREFORE, in consideration of the covenants and promises herein, it is hereby mutually agreed as follows:

1. RECOGNITION – MAKE-UP ARTISTS AND HAIRSTYLISTS

The League agrees to and does hereby recognize Local 798 as the sole and exclusive bargaining agent for Make-Up Artists and Hairstylists employed by Management in connection with the production and presentation of legitimate shows in the Broadway Area, 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, perming, maintenance and repair of wigs and facial hairpieces; 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.

3. RECOGNITION AND JURISDICTION – MAKE-UP DESIGNERS AND HAIR DESIGNERS

The League 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 Management in connection with the production and presentation of legitimate shows (i) in the Broadway Area and (ii) within North America that commence outside of New York City (“Covered Touring Productions”). 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 Hair and/or Make-Up 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 Local USA-829, IATSE (“Local USA-829”).

Terms and Conditions:

- (1) Nothing in this agreement shall require a Producer to hire or engage a Hair or Makeup Designer. The parties agree that the employer shall make Pension and Welfare benefit payments, on Production Design Fees only, according to the terms of this agreement, for all Hair and Makeup Designers. In addition, Management shall make Annuity payments in the amount of 6% on Production Design Fees only, and to the extent permitted by the IATSE Annuity Fund, and upon receipt of a valid authorization form from the employee, Management shall forward authorized employee salary deferrals from Hair and Makeup Designers covered hereunder to the IATSE Annuity Fund in accordance with the provisions of Section 9(f) below.
- (2) No other provisions of this agreement, except Section 4 (Union Security), Section 15 (No Discrimination), Section 17 (Health and Safety, when Designers are working in the theatre), and Section 21 (Dues Check-Off) shall apply to Hair and Makeup Designers.
- (3) With respect to Hair or Makeup Designers engaged for Covered Touring Productions only, any travel, housing or per diem payments that may be due shall be as provided in Section VII (Paragraphs F and G) of the collective bargaining agreement between the League and Local USA-829, dated as of January 1, 2012, as said terms may be modified in any subsequent collective bargaining agreement between the League and Local USA-829.

- (4) All other terms and conditions of employment for Hair and Makeup Designers shall be individually negotiated between such Designer and the Producer of each individual production.
- (5) The parties agree that if a Producer engages an Assistant or Associate Make-Up or Hair Designer, then the Producer shall make benefit contributions, in the same way benefit contributions are made for Make-Up Designers and Hair Designers as set forth above, on behalf of those Assistant or Associate Make-Up Designers and Hair Designers actually employed by a Producer, and only when (i) the Producer actually and voluntarily employs and directly pays the Assistant(s)/Associate(s) and (ii) the Producer and Assistant(s)/Associate(s) have entered into a written contract setting forth the day(s) and/or week(s) that the Assistant or Associate will work on the production. The parties further recognize that a Producer is under no obligation to employ an Assistant/Associate for a production. In addition, Section 4 (Union Security), Section 15 (No Discrimination), Section 17 (Health and Safety) (when Assistant or Associate Makeup or Hair Designers are working within the theatre), Section 19 (Grievance and Arbitration), and Section 21 (Dues Check-Off) shall also apply to Assistant or Associate Hair and Makeup Designers. Nothing in this subsection is intended to alter, expand or enlarge the current practice regarding who is, and who is not, an Assistant or Associate Hair or Make-Up Designer. With respect to Assistant or Associate Hair or Makeup Designers engaged for Covered Touring Productions only, any travel, housing or per diem payments that may be due shall be as provided with respect to assistants in Section VII (Paragraphs F and G) of the collective bargaining agreement between the League and Local USA-829, dated as of January 1, 2012, as said terms may be modified in any subsequent collective bargaining agreement between the League and Local USA-829.

4. UNION SECURITY

(a) 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 any producer that is a member of the League. Failure of an employee to comply with the foregoing shall obligate Management to terminate the employment of such employee unless they come into compliance therewith within five (5) days after written demand for such termination is made by Local 798 upon Management. It is agreed, however, that nothing contained in this Section 4(a) shall require Management to take or refrain from taking any action in contravention of any provision of the National Labor Relations Act of 1947, as amended.

(b) Notice of all employment opportunities in the categories covered hereby shall be given by Management 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 Management 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.

(c) 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.

5. WAGES

(a) Minimum wage scales shall be as follows:

Year	Head	Assistant	Hourly - Head	Hourly - Assistant	Thanksgiving Day Parade
7/25/22	\$1,517.32	\$1,379.42	\$42.13	\$41.01	\$565.52
7/31/23*	\$1,900.00	\$1,600.00	\$47.50	\$41.88	\$590.00
7/22/24	\$2,050.00	\$1,675.00	\$51.25	\$43.03	\$615.00
7/21/25	\$2,177.33	\$1,767.00	\$54.43	\$44.18	\$615.00
7/27/26	\$2,232.00	\$1,812.00	\$55.80	\$45.30	\$630

*Year One minimum weekly wage increases are retroactive to April 24, 2023 only for shows open as of July 31, 2023 (the Monday following ratification).

The Macy's Thanksgiving Day Parade Rate shall be paid to those employees who work a six-hour minimum call as required by Management. Any hours worked over six (6) shall be paid at two times (2x) the applicable minimum hourly rate.

(b) Calls on Non-Performance Days: If an employee is called to work on a day when said employee does not have a performance call, then said employee shall receive a minimum six (6) hour call, payable at their applicable hourly rate. Based upon the minimum hourly rates set forth above, the minimum six (6) hour call rate in such circumstances shall be:

Year	Head	Assistant
7/25/22	\$252.78	\$246.06
7/31/23	\$285.00	\$251.28
7/22/24	\$307.50	\$258.18
7/21/25	\$326.58	\$265.08
7/27/26	\$334.80	\$271.80

(c) i. Overscale: The annual increases in 5(a) and 5(b) above shall be applicable to the minimum rates as set forth above only. Overscale shall be freely negotiable between the Producer and employee and, accordingly, the form overscale agreement shall no longer be required and shall be deemed inapplicable to any current and/or future individual agreements.

ii. For employees with an overscale rate, effective as of July 31, 2023, and then again effective on July 22, 2024, the employee will receive the greater of their salary plus \$40 or the then-applicable minimum rate. For productions running as of July 31, 2023, this increase will be effective as of the date fourteen (14) weeks prior to July 31, 2023.

(d) Specialty Makeup: Where an employee is asked by management to apply “specialty” makeup, which shall be defined as requiring the application of prosthetics, bald-cap, or tattoos or the covering of tattoos, when such work cannot be done by the actor themselves solely due to the necessary skills involved in the work, the parties recognize that it may be appropriate for the employee to receive additional weekly compensation when such work is performed. In such circumstances, the employee and Management may discuss whether an over scale payment is appropriate, and the amount of such over scale payment. Such “specialty” make-up payments may be included in any weekly over scale arrangement agreed to by the parties.

(e) Employees shall be given the option of direct deposit to the bank of the employee’s choice at no cost to the employee.

6. WORKWEEK AND HOURS

(a) The workweek shall consist of six (6) days, from Monday through Sunday with one (1) day off within the workweek. All work performed on the seventh day shall be paid at the rate of time and one-half (1½).

- (b) (i) The weekly rates above specified shall cover eight performances per week, each such performance consisting of three and one-half (3½) hours of which the first half hour shall be for set-up plus a one and one-half (1½) hour continuity call per performance which may be used, in addition to any unused time from the three (3)-hour performance window for any work relating to that production (rather than another company of the production). The one and one-half (1½) hour continuity call and unused portion of the three (3)-hour performance window may be used either before or after the performance or part before and part after the performance, as Management may decide, up to a total of five (5) hours of work per performance. All work beyond the five (5)-hour performance call will be paid hourly at the appropriate rate.
- (ii) When an attraction plays fewer than eight performances in a week as a regular schedule, all employees working such attraction shall be paid their full weekly salary, but this does not apply for up to four weeks during previews. With respect to the first preview week, if fewer than eight public performances are played, the weekly salary shall be prorated based on the number of public performances that week. With respect to the next three such weeks, employees will be paid their full weekly salary, but if fewer than eight public performances are played in any of the three weeks, five (5) hours wages for each performance less than eight shall be credited against wages due for any broken time hours worked that week.
- (c) Calls not in continuity with a performance shall be for a minimum of four (4) hours payable at the hourly rate.
- (d) Calls on a non-performance day shall be for a minimum of six (6) hours in accordance with Section 5(b) above.
- (e) All work performed between the hours of midnight and 8:00 a.m. shall be paid at double the hourly rate.
- (f) Time and one-half (1.5x) shall be paid on all hours actually worked over 40 hours in a week, inclusive of both performance and work calls. All overtime hours shall be paid based upon the minimum hourly rate and not on an individual's performance rate divided by 40 hours, *unless* such calculation would provide for a higher hourly rate. In this case, time and one-half (1.5x) the higher hourly rate shall be the rate paid.

Individually negotiated weekly over scale rates may include compensation for hours worked over 40 hours in a week, so long as the overall compensation package is at least equal to the minimum weekly rate plus time and one-half the minimum hourly rate for all hours included in the over scale arrangement.

- (g) So long as Management provides prior approval, swings shall be paid for training at the hourly rate. No minimum call shall apply.

- (h) If requested to work extra time to train employees of touring company, employees shall be compensated at the applicable Hourly rate for that time subject to prior Management approval.
- (i) Up to four (4) times in each calendar year, during any two-week period, if the producer schedules or a schedule change results in nine performances in one of those weeks and seven performances in the other contiguous week, Management will pay for seven performances in the seven performance week and nine performances in the nine performance week, including overtime, if applicable, in the nine performance week.
- (j) In the event a performance is cancelled due to weather or other state of emergency declared by the civil authorities, and employees are notified of the cancellation at least four hours before what would have been the scheduled start of the half-hour call for the affected performance, or pre-set call if the employee is so scheduled, a production may revise its performance schedule to reschedule a missed performance on any day in the same week or in the subsequent two (2) weeks without paying any penalty or premium to employees to whom such notice was given, so long as no more than two performances per day/nine performances per week are scheduled. Notice to Local 798 shall constitute notice to employees under this provision. A performance scheduled to replace a performance cancelled pursuant to this provision shall be treated for all compensation purposes as if it occurred on the day when the cancelled performance was initially scheduled.
- (k) Employer mandated training time that is contiguous to other work will be compensated as a one (1) hour minimum call. Further training that is contiguous to other work or may be completed remotely will be paid on an hourly basis. For remote trainings that are to be self-scheduled by the employees, employees will be given at least one (1) week to complete the training. If employees are on a call already, there is no double pay if the training happens during that other call (i.e., employees will not be paid for the training hour(s) on top of the other call's hours). If employees are called in solely for training on a non-work day, a four-hour minimum call will apply. Any remaining time not used for training during that time may be used to perform any of the work as defined within the jurisdiction of Local 798. All normal contractual provisions except as noted in this paragraph will apply to training hours as they would any other work, including, without limitation, Article 7 "Meal Periods."

7. MEAL PERIODS

On a day with two or more performances, employees shall receive either a one-hour meal break or a half-hour break with hot catered meal while on the clock between the two shows. If no meal break is provided, a penalty of one hour's pay at the individual's applicable rate will be given, provided Management has given prior approval for the missed meal period. In addition, for calls

for commercials under Section 18(c)(i) 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.

Should Management schedule an eight (8) hour work call it will also schedule an unpaid meal period between the start of the fourth (4th) hour and the start of the seventh (7th) hour during the workday. In the event the meal period is not granted, an additional one hour shall be paid.

8. HOLIDAYS

New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, July 4th, Labor Day, Indigenous Peoples Day, Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day are recognized holidays under this Agreement for weekly employees. Employees shall be paid an additional 1/8th of weekly salary for each performance worked on a holiday. There shall be no additional compensation paid if a holiday is not worked.

9. PENSION, WELFARE, ANNUITY, IATSE TRAINING TRUST FUND

(a) Management shall contribute to the "Pension Fund of Make-Up and Hairstylists, Local 798", the sum of 7% of gross salary for each week of employment of any weekly employee hereunder and the sum of one-sixth (1/6th) of the applicable percentage amount for each day of employment of any daily employee hereunder.

(b) Management shall contribute to the "IATSE National Health and Welfare Fund", fourteen and one-half percent (14.5%) of gross earnings for each week of employment for any employee hereunder.

(c) Management shall contribute to the "IATSE Annuity Fund" a sum equal to ten percent (10%) of the gross earnings of each employee hereunder, whether engaged on a weekly or daily basis, for the term of this Agreement.

(d) Management shall contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund the amount of \$15.00 per production per running week, commencing with the week in which the first paid public performance of said production shall occur.

(e) The contributions required to be made by Management as aforesaid shall be made by no later than the tenth (10th) day of each month for the accruals during the preceding month but in no event later than the date of closing of the show. Management shall furnish with its remittances a breakdown showing the names of the employees for whom the contributions are being made; their social security numbers and the respective amounts contributed for such employees.

(f) Once all required approvals, including from the IATSE Annuity Fund, have been obtained by the parties, and provided that Management shall have received a valid authorization form from the employee, Management shall forward to the IATSE Annuity Fund such salary deferrals as may be authorized by said employee, subject to and in accordance with any rules and requirements of the IATSE Annuity Fund.

10. VACATION

Each employee hereunder shall be entitled to receive each week, in addition to their other compensation, seven percent (7%) 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.

11. SICK AND BEREAVEMENT LEAVE

(a) For every 64 performances worked by an employee in a year of employment, such employee shall be entitled to sick leave pay of one performance.

(b) For purposes of this provision, the term "year" refers to the contract year that begins on Labor Day each year and ends on the day prior to Labor Day of the following year.

(c) At the end of the year, Make-Up Artists and Hairstylists shall be entitled to carry up to a maximum of four (4) performances of accrued but unused sick leave pay into the following year or be paid for all unused sick days at the rate of fifty percent (50%) of minimum (not overscale) scale. Employees shall, prior to August 1 each year, individually elect whether to carry sick leave into the following year or seek payment for unused sick leave. An employee not making an election shall be deemed to have elected to carry sick leave (up to four (4) days) into the following year, with the remainder to be paid at the rate of fifty percent (50%) of minimum scale. Once an employee has elected (or is deemed to have elected) to carry over sick leave, such sick leave if not used in the subsequent year, shall not be paid out. Management shall make best efforts to provide notice to employees at the end of the year in which sick leave is earned (first year) that any sick leave carried over to the next year if not used in the subsequent year shall not be paid out.

(d) Make-Up Artist and Hairstylist Supervisors shall be responsible for maintaining accurate records for all Make-up Artist and Hairstylist employees (including day workers) with respect to any accrued and unused sick leave, and these records shall be presented to Management for its review as requested.

(e) Bereavement leave may be taken for up to three (3) work days for each applicable occasion. The deceased must be a spouse, qualified domestic partner under New York law, child, stepchild, grandchild, parent, parent-in-law, grandparent, or sibling of the employee. If an employee was especially close to or had responsibility for a relative other than these, the Management may grant bereavement leave. Payment is available only for regularly scheduled performance calls that employees miss due to arrangement of, travel time to and from, and attendance at funeral services. Requests for bereavement leave must be made to and approved by management. The employee's relationship to the deceased and, upon request, the location and date of the funeral, must be provided in the request for bereavement leave. Supervisors or Heads must record any day an employee is absent from work due to bereavement leave. Bereavement leave benefits may not be accumulated, nor will employees be paid in lieu of any unused bereavement leave. Payment for bereavement leave will be made at the base wage or salary rate in effect at the time of the leave. Employees on leaves of absence are not eligible for bereavement leave.

(f) Up to four (4) earned sick days may be used for bereavement leave.

(g) Given that comparable benefits are provided for employees covered by this Agreement as set forth herein, the parties agree to waive the provisions of the New York State Sick Leave Act and the New York City Earned Sick Time Act.

12. DISMISSAL NOTICE

Each employee shall be entitled to at least two (2) week's notice of dismissal or two (2) weeks of pay in lieu thereof.

13. NOTICE OF SHOW CLOSING

Each employee shall be entitled to at least one (1) week's notice of the closing of the show or one (1) week of pay in lieu thereof.

14. 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.

15. NO DISCRIMINATION

Neither Management nor Local 798 shall discriminate against any employee or applicant for employment by reason of race/ethnicity, color, creed, religion, national origin, sex, sexual orientation, disability, gender identity, covered veteran status, political beliefs or age.

16. DIVERSITY, EQUITY, AND INCLUSION

The Union and the Employer agree to engage in ongoing discussions with the goal of promoting diversity in the hiring and development of skills and continuing education of Local 798 represented classifications. Topics of discussion may include (1) examining characteristics of the labor pool; (2) sharing information and discussing ways to improve existing initiatives; (3) developing new initiatives aimed at increasing the employment opportunities of under-represented groups, including but not limited to women, people of color, people with disabilities, LGBTQ individuals, etc.; and (4) developing criteria to benchmark success in these areas.

17. HEALTH AND SAFETY

The Management and the Union recognize the importance of a safe work environment. A joint Management and Union safety committee shall be formed to review safety conditions in the workplace as needed.

18. 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 the previous section, 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, as per Section 5(a) 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 non-commercial 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.

(vi) 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.

(vii) If a production or part of a production is captured for potential commercial release, no payment will be due for the capture, except for the applicable wages for time worked. Payment shall be due upon the initial commercial release if all or substantially all of the production is released commercially at the rate of one week's regular salary paid to each regular employee as a full buyout for such use and any and all future uses. Union shall be notified prior to any capture and/or commercial release of the production.

19. GRIEVANCE AND ARBITRATION

In the event of any difference, dispute, grievance or controversy involving the application or interpretation of this Agreement, or arising from any act or omission of either of the parties hereto, the same shall be resolved as follows:

(a) A grievance may be noticed orally or in writing, by the Union within thirty (30) days from when the dispute is known or reasonably should be known by the Union.

(b) However, if no notice is provided by the Union, then a written grievance must be submitted by the Union to Management within sixty (60) days from when the dispute is known or reasonably should be known by the Union. Any grievance or information complaint not submitted in accordance with the time limits specified herein shall be deemed waived by the Union and the grievant.

(c) Once submitted, the grievance shall be discussed between Management's representative and the Business Representative of Local 798.

(d) If the grievance is not resolved in accordance with (c) above, then the grievance shall be submitted for resolution between the offices of the League and the General Office of I.A.T.S.E.

(e) If not so resolved, then either party shall have the right to refer the matter to final and binding arbitration by a designee of the AAA with each side to share equally the fee of the arbitration and otherwise to bear its own expenses.

20. JOB SECURITY

In the event Management terminates an employee (other than a Star Make-Up Artist or Hairstylist) after the official opening in New York and the Union believes that such termination was for an arbitrary or capricious reason, the Union may grieve such termination under the grievance procedure in this Agreement. If such grievance is not resolved and the matter is submitted to arbitration as provided for in this Agreement, the arbitrator shall determine whether said termination was arbitrary or capricious.

The foregoing provisions of this section shall not apply to a Star Make-Up Artist or Hairstylist.

21. DUES CHECK-OFF

Management agrees that it will deduct five percent (5%) of all wages earned by an employee under this Agreement, excluding any over scale payments, upon Management's receipt of a written authorization/assignment for the employee which complies with Section 302(c) of the Labor-Management Relations Act. Management shall commence deductions with the first wage payment to be made to the employee after filing of the written authorization/assignment, or the effective date of this Agreement, whichever is later, and such deductions shall continue to be paid for the term of this Agreement.

Within one week after the end of each payroll period, Management 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.

Once per contract year, the Union may, with adequate notice to Management, change the amount of dues and/or which earnings shall be subject to dues check-off.

22. VOLUNTARY POLITICAL CONTRIBUTIONS

Management agrees to deduct from each employee's gross wages at each payroll period such voluntary contributions to the IATSE Political Action Committees ("IATSE PAC") as the employee has authorized in writing to be deducted. Management will issue a single check monthly for all employees' deductions payable to the IATSE PAC and remit same directly to the IATSE PAC. Along with the check Management will provide the PAC with the following information: (1) the name of each employee for whom a deduction has been made, (2) the employee's social security number, (3) the amount of the deduction, and (4) the employee's occupation.

Employees who wish to cancel or modify their deductions will sign a card supplied by the Union for such purpose. The Union will be responsible for obtaining any refund from the IATSE PAC.

The Union will reimburse Management annually for all costs incurred in administering this deduction and will indemnify and hold Management harmless for any and all liability arising from deductions provided for in this section.

23. BONDING

(a) Should any production default in payments to or on behalf of employees employed under this Agreement, Local 798 shall give prompt notice thereof to the League and to the production.

(b) "Default" shall be defined as the failure to make any payment as of the later of (i) within twenty (20) business days after payment is due and owing; (ii) within twenty (20) business days after resolution of any such dispute requiring such payment, or (iii) upon an order of an arbitrator upholding the Union's position. Should the League and/or production and the Union not agree as to whether there has been a "Default" under this provision, either the League or the Union may file a demand for arbitration under the expedited arbitration rules of the American Arbitration Association, with each side to bear its own costs and share equally the fees of the arbitrator. A production failing to cure such Default as set forth above shall be referred to as a "Defaulting Production."

(c) All (i) general partners of the limited partnership or (ii) managing members of a limited liability corporation (whichever is applicable) of a Defaulting Production shall hereinafter be referred to as a “Defaulting Producer.”

(d) If a Default on a Defaulting Production is cured and no further default occurs during the following twenty-four (24) months from the date of Default, the (i) general partners of the limited partnership or (ii) managing members of a limited liability corporation (whichever is applicable) of such production shall no longer be considered Defaulting Producers under this Agreement.

(e) Should the majority of either (i) the general partners of the limited partnership or (ii) managing members of a limited liability corporation (whichever is applicable) be Defaulting Producers under this Agreement, the Union shall have the right to require such production to post a bond equal to two (2) weeks gross salary plus benefits for all employees employed under this Agreement.

(f) Any production that has (i) a general partner in its limited partnership or (ii) a managing member of a limited liability corporation (whichever is applicable) who has been a Defaulting Producer in connection with two Defaulting Productions shall be required to post a bond equal to two (2) weeks gross salary plus benefits for all employees employed under this Agreement.

(g) If the majority of either (i) the general partners of the limited partnership or (ii) managing members of a limited liability corporation (whichever is applicable) have not produced a show covered by this Agreement, the Union shall have the right to require such production to post a bond equal to two (2) weeks gross salary plus benefits for all employees employed under this Agreement.

(h) Any bond posted hereunder shall be held by the Union in an interest-bearing account.

(i) A bond posted shall be returned to Management, with any interest accrued, when all wages and benefits due under this Agreement are paid and all grievances filed in accordance with Section 19, if any, are resolved. If there are no pending grievances as of thirty (30) days following the last day of the load out of the show, then the Union shall return the bond with any interest accrued to management. Pending resolution of any unresolved grievances, only the amount in controversy may be held.

(j) Any dispute regarding the foregoing not otherwise covered in (b) above, shall be taken up with the League/Disney. In the event of a dispute regarding bonding once a show closes, the Union shall file a grievance under the terms of this Agreement. If no resolution occurs within seven days of the filing of the grievance, the parties may refer the dispute to expedited arbitration pursuant to the rules of the American Arbitration Association. It is understood that the bond will

not be invaded until the dispute resolution procedure (if invoked) has been completed and the Union position sustained.

24. NO STRIKE / NO LOCKOUT

The Union agrees not to strike during the term of this Agreement. Management agrees not to lock out the employees during the term of this Agreement.

25. TERM

The term of this Agreement shall be from July 25, 2022 through July 25, 2027. 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.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

THE BROADWAY LEAGUE INC.



Name: Alison Z. Corinotis
Title: Director of Labor Relations

MAKE-UP ARTISTS AND HAIRSTYLISTS, LOCAL 798, IATSE, AFL-CIO



Name: Daniel Dashman
Title: Business Representative

SIDELETTER #1 – Intentionally Deleted

Overscale shall be freely negotiable between the Producer and employee and, accordingly, the form overscale agreement shall no longer be required and shall be deemed inapplicable to any current and/or future individual agreements.

SIDE LETTER
THE BROADWAY LEAGUE
AND
Local 798, IATSE
July 27, 2023

The following represents the understanding reached between the parties in connection with the terms agreed to in the parties' July 27, 2023 Memorandum of Agreement (the "MOA"):

In reference to the modification of Paragraph 6(b)(i) of the CBA agreed to as part of the MOA, the respective current practices of the productions "Six," "The Shark is Broken" and "Here Lies Love" with respect to work done during the three hour performance window will be maintained for those employees engaged as of the ratification date.

FOR THE BROADWAY LEAGUE



Date: 7/27/23

FOR MAKE-UP ARTISTS AND HAIR STYLISTS UNION, LOCAL 798, I.A.T.S.E., AFL-CIO



Date: 7/27/2023