

**MEMORANDUM OF AGREEMENT**  
**THE BROADWAY LEAGUE and DISNEY THEATRICAL PRODUCTIONS**  
**AND**

**Local 798, IATSE**

**July 27, 2023**

The following represents the understanding reached between the parties to extend the collective bargaining agreements between I.A.T.S.E. Local 798 and The Broadway League (the "League Agreement") and the collective bargaining agreement between I.A.T.S.E. Local 798 and Disney Theatrical Productions (the "Disney Agreement") for five (5) years, with changes to the terms and conditions below incorporated into a new collective bargaining agreement. Unless otherwise specified below, all changes shall be effective as of the Monday following ratification. All surviving provisions of the 2017 – 2020 Agreement between The Broadway League and the Make-Up Artists and Hair Stylists Union, Local 798, I.A.T.S.E., AFL-CIO, as extended by agreement for the period August 10, 2020 – July 24, 2022, and all surviving provisions of the 2017 – 2022 Agreement between Disney Theatrical Productions and Make-Up Artists and Hair Stylists Union, Local 798, I.A.T.S.E., AFL-CIO, as extended by agreement for the period September 7, 2020 – July 24, 2022 shall remain the same unless otherwise specifically changed as noted herein.

1. Term: The Agreements will be for a term of five (5) years from July 25, 2022 – July 25, 2027.
2. Minimum weekly wage scales shall be as follows:
  - a. Minimum weekly wage scales for Supervisors:
    - i. Effective as of the Monday following ratification: \$1,900.00 weekly
    - ii. Effective as of 7/22/2024: \$2,050.00 weekly
    - iii. Effective as of 7/21/2025: \$2,177.33 weekly
    - iv. Effective as of 7/27/2026: \$2,232.00 weekly
  - b. Minimum weekly wage scales for Assistants:
    - i. Effective as of the Monday following ratification: \$1,600.00 weekly
    - ii. Effective as of 7/22/2024: \$1,675.00 weekly
    - iii. Effective as of 7/21/2025: \$1,767.00 weekly
    - iv. Effective as of 7/26/2026: \$1,812.00 weekly
  - c. The minimum weekly wage scales above for Employees will be effective as of the date fourteen (14) weeks prior to the Monday following ratification for shows running as of such Monday.
3. Hourly Rate
  - a. Hourly Rates for Supervisors shall be as follows:

- i. Effective as of the Monday following ratification: \$47.50
    - ii. Effective as of 7/22/2024: \$51.25
    - iii. Effective as of 7/21/2025: \$54.43
    - iv. Effective as of 7/26/2026: \$55.80
  - b. Hourly Rates for Assistants shall be as follows:
    - i. Effective as of the Monday following ratification: \$41.88
    - ii. Effective as of 7/22/2024: \$43.03
    - iii. Effective as of 7/21/2025: \$44.18
    - iv. Effective as of 7/26/2026: \$45.30
4. Overscale:
- a. The annual increases 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.
  - b. For employees with an overscale rate, effective as of the Monday following ratification 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 the Monday following ratification, this increase will be effective as of the date fourteen (14) weeks prior to such Monday.
5. Thanksgiving Parade Rate- The Macy's Thanksgiving Day Parade shall be paid to those employees who work a six hour minimum call as required by management as follows:
- i. Effective as of the Monday following ratification: \$590
  - ii. Effective as of 7/22/24: \$615
  - iii. Effective as of 7/27/26: \$630

Any hours worked over six (6) shall be paid at two (2) times the applicable minimum hourly rate.

6. Workweek and Hours – Clarify the language of 6(b)(i) to reflect that the performance call may include any work necessary for the production as follows:

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 such performance 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 hours of work per performance. All work beyond the five-hour performance call will be paid hourly at the appropriate rate.

7. Make-Up Designers and Hair Designers and Assistant Make-Up and Hair Designers-

a. Annuity Contributions

i. Article 3, Paragraph (1) of the CBA shall be modified to provide that the Producer will make Annuity contributions in the amount of 6% on Production Design Fees only, in addition to Pension and Welfare contributions as provided for in said Paragraph (1).

ii. Pursuant to Article 3, Paragraph (5), of the CBA, Producers will make Annuity contributions for Assistant or Associate Make-Up Designers and Hair Designers in the amount of 6%, in accordance with and subject to the provisions of said Paragraph (5).

b. Welfare contributions for Assistant Make-Up and Hair Designers – Article 3, Paragraph (5) of the CBA shall be modified as follows:

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 Designer 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 that person or those persons are required by the Producer to perform work in the theatre related to the particular production. The parties recognize that there is no particular event that defines when (ii) above commences (e.g., load-in, beginning of rehearsals, technical rehearsals, etc.): ...

c. Paragraph (6) of Article 3 shall be deleted.

8. Bonding – revised Article 22 as follows:

22. 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 payments that are due and owing under this Agreement, and shall not apply to any payment that is in

~~dispute between the parties. Failure to make any payment as of the later of (i)~~  
within twenty (20) business days after payment is due and owing;~~or (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,~~shall constitute default.~~ Should the League and/or production and  
the Union not agree as to whether there has been a "~~default~~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~~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~~Default on a Defaulting Production is cured and no further default  
occurs during the following ~~twelve (12)~~ 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 18, 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.

9. Training Time: the following provision shall be added to Article 6:

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."

10. New Article 16. Diversity, Equity, and Inclusion shall be added to the Agreements as follows (with remaining Articles to be renumbered accordingly):

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.

11. Modify Article 18(a) as follows:

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) ~~(a)~~ Once submitted, the grievance shall be discussed between Management's representative and the Business Representative of Local 798.
- (d) ~~(b)~~ 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) ~~(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 expense.

12. Modify Article 11(g) as follows:

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 (Paid Safe and Sick Leave Law).

13. Housekeeping Items:

- a. Modify all language in the agreement to be gender neutral.
- b. Rename "Columbus Day" as "Indigenous Peoples Day."
- c. Rename "Martin Luther King's Birthday" to "Martin Luther King, Jr. Day."

14. This Memorandum of Agreement is subject to ratification by the members of Local 798.


[SIGNATURE PAGE FOLLOWS]

FOR THE BROADWAY LEAGUE

  
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Date: 7/27/23

FOR DISNEY THEATRICAL PRODUCTIONS

  
\_\_\_\_\_

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





**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

