

This edition of the CBA has been updated to reflect the terms of the MOA dated 7/27/2023, with a term of July 25, 2022, to July 25, 2027.

AGREEMENT, made as of this 27th day of July, 2023 by and between Buena Vista Theatrical Group d/b/a Disney Theatrical Productions (hereinafter referred to as the "Employer") and MAKE-UP ARTISTS AND HAIR STYLISTS UNION, LOCAL 798, I.A.T.S.E., AFL-CIO (hereinafter referred to as "Local 798")

WITNESSETH

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

WHEREAS, Local 798 represents such Make-Up Artists and Hair Stylists for the purpose of collective bargaining with Employer 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 Hair Stylists 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 HAIR STYLISTS:

Employer agrees to and does hereby recognize Local 798 as the sole and exclusive bargaining agent for Make-Up Artists and Hair Stylists employed by Employer in connection with the production and presentation of legitimate shows in the Broadway Area, all such Make-Up Artists and Hair Stylists (being sometimes referred to hereinafter as "employees").

2. JURISDICTION - MAKE-UP ARTISTS AND HAIR STYLISTS

The duties of the Make-Up Artists and Hair Stylists employed hereunder shall include but not be limited to the following when performed within the theatre or as directed by Employer: 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 Local 798 or to affect existing practices,

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

Employer 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 Employer 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.

Terms and Conditions:

1. Nothing in this Agreement shall require Employer to hire or engage a Hair or Make-up Designer. The parties agree that Employer shall make Annuity contributions in the amount of 6%, on Production Design Fees only, and Pension and Welfare Benefit payments, on Production Design Fees only, according to the terms of this Agreement, for all Hair and Make-up Designers. In addition, to the extent permitted by the IATSE Annuity Fund, and upon receipt of a valid authorization form from the employee, Employer shall forward authorized employee salary deferrals from Hair and Make-up Designers covered hereunder to the IATSE Annuity Fund in accordance with the provisions of Section 9(±) below.

2. No other provision of this Agreement, except Section 4 (Union Security), Section 15 (No Discrimination), Section 19 (Dues Check-Off), and Section 26 (Safety, when Designers are working in the theatre) shall apply to Hair and Make-up Designers.

3. With respect to Hair or Make-up Designers engaged for Covered Touring Productions only, any travel, housing or per diem payments that may be due shall be as provided in Article VII (Paragraphs F and G) of the collective bargaining agreement between the Broadway League Inc., (hereinafter referred to as 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 Make-up designers shall be individually negotiated between such Designer and Employer of each individual production.

5. The parties agree that if Employer engages an Assistant or Associate Make-Up or Hair Designer, then Employer shall make benefit contributions, in the same way benefit contributions are made for Make-Up Designers and Hair Designers, on behalf of those Assistant or Associate Make-Up Designers and Hair Designers actually employed by Employer, and only when (i) Employer actually and voluntarily employs and directly pays the Assistant(s)/Associate(s) and (ii) the Employer 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. Employer shall make Annuity contributions for Assistant or Associate Make-Up Designers and Hair Designers in the amount of 6%. 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 (Grievance and Arbitration), Section 19 (Dues Check-Off), and Section 26 (Safety) (when Assistant or Associate Make-Up or Hair Designers are working within the theatre) shall also apply to Assistant or Associate Make-Up or Hair 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 Make-Up or Hair 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 Article 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.

6. This provision shall not be applicable to shows performing as of the effective date of this Agreement nor shall it apply to a foreign production whose Hair and/or Makeup Designs are transferred intact and thereafter performed in the United States.

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

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

(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. MINIMUM RATES:

(a) Rates

See most recent MOA for retro payment instructions and overscale details

Year	Head	Assistant	Hourly-Head	Hourly-Assistant		Thanksgiving Day Parade
7/31/23	\$1,900.00	\$1,600.00	\$47.50	\$41.88		\$590
7/22/24	\$2,050.00	\$1,675.00	\$51.25	\$43.03		\$615
7/21/25	\$2,177.33	\$1,767.00	\$54.43	\$44.18		NA
7/26/26	\$2,232.00	\$1,812.00	\$55.80	\$45.30		\$630

The Macy's Thanksgiving Day Parade Rate shall be paid to those employees who work a six (6)-hour minimum call as required by Employer. Any hours worked over six (6) shall be paid at two (2) times 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
7/31/23	\$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) Specialty Makeup: Where an employee is asked by Employer to apply "specialty" make-up, 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 Employer 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.

(d) Employee shall be given the option of direct deposit to the bank of the employee's choice at no cost to the employee.

6. **WORK WEEK 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 (1.5x).

(b) The weekly rates above specified shall cover eight performances per week, each such performance consisting of three and one-half (3 ½) hours of which the first half hour shall be for set-up plus a one and one-half (1 ½) 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 (1 ½) 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 Employer 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. 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 performers are played in any of the three weeks, five (5) hours wages for each performance less than eight (8) 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 am 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 (1.5x) the minimum hourly rate for all hours included in the over scale arrangement.

(g) So long as Employer 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 Employer approval.

(i) Up to four times in each calendar year, during any two-week period, if Employer schedules or a schedule change results in nine performances in one of those weeks and seven performances in the other contiguous week, Employer 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 this 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 Employer has given prior approval for the missed meal period. In addition, for calls for commercials under Section 16(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 Employer schedule an eight (8) hour work call it will also schedule an unpaid meal period during the workday. The meal period shall commence between the start of the fourth hour and the start of the seventh hour. 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) Employer shall contribute to the "Pension Fund of Make-Up Artists and Hair Stylists, Local 798", an amount equal to seven percent (7%) of gross salary.

(b) Employer shall contribute to the "Welfare Fund of Make-Up Artists and Hair Stylists, Local 798", an amount equal to fourteen and one half percent (14.5%) of gross earnings for each week of employment for any employee hereunder.

(c) Employer 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 balance of the term of this Agreement. Employer agrees to be bound by the IATSE National Benefits Funds Agreement and Declaration of Trust as amended.

(d) Employer 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 Employer as aforesaid shall be made by no later than the 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. Employer 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 Employer shall have received a valid authorization form from the employee, Employer 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 ALLOWANCE:

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. DISMISSAL NOTICE:

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

12. NOTICE OF SHOW CLOSING:

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

13. PRIOR OBLIGATION:

As Local 798 is a local of the IATSE and M.P.M.O. of U.S. & C, 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 laws.

14. NO STRIKE -NO LOCKOUT:

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

15. NO DISCRIMINATION:

Neither Employer 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. 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 Employer in consultation with Head.

(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 Employer in consultation with Head, 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 hour before a performance or either one or two 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

(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 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 Employer derives any compensation for such pictures. This shall not apply to non-commercial pictures. During put-ins, 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 of necessary help as determined by the Employer in consultation with Head, 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 if done on a dark day, the Local 798 hourly theatre rate shall be paid.

(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 Broadway theatre after the show closes, the hourly rate shall apply.

(iii) If a show or segment thereof is filmed, taped or televised outside of a Broadway Theatre and after the show closed, 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 Head must be assigned and paid at least a minimum 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 Employer 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 any part of a production is captured for potential commercial release, no payment will 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 future uses. Local 798 shall be notified prior to any capture and/or commercial release of the production.

18. 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 Employer'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 expense.

19. **JOB SECURITY:**

In the event Employer 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 Hair Stylist.

20. **DUES CHECK-OFF:**

Employer agrees to deduct union dues from the Local 798 employee's salary and to remit such payments to the Union, provided that a lawful authorization form has been signed by the employee and submitted to Employer.

21. **JURY DUTY:**

Regular employees (as that term is understood by the parties) shall be eligible for jury duty in accordance with Employer's policy.

22. **SICK PAY:**

(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 Hair Stylists 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 over scale) scale. Employees shall, prior to August 1st 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. Employer 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 Artists and Hairstylists Heads shall be responsible for maintaining accurate records

for all Make-Up Artists and Hairstylist employees (including day workers) with respect to any accrued and unused sick leave, and these records shall be presented to Employer for its review as requested.

(e) Employer may require proof of illness.

(f) 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).

23. BEREAVEMENT LEAVE:

In the event of a death in a regular full-time employee's immediate family, such employee shall be eligible for time off in accordance with Employer's then current bereavement leave policy, it being understood that such policy may change from time to time without notice at Employer's sole discretion. It is further understood that in the event Employer's policy permits more than three (3) days' leave that the maximum leave for employees under this Agreement shall be three (3) days or the then current policy whichever the lesser. For purposes of this section, regular full-time employees shall be an employee who regularly works at least six (6) performances per week. In addition, up to four (4) earned sick days may be used for bereavement leave.

24. WEARING COSTUMES ON STAGE:

In the event Employer requires an employee to wear a costume on stage during a performance in order to perform their normal duties Employer shall, pay to such employee the sum of \$16.06 per performance. It is further understood that wearing blacks shall not be considered a costume.

25. 401KPLAN:

Upon presentation of a lawful authorization form, Employer will deduct from the wages of such employee the appropriate contribution and remit same to the 401k Plan, it being understood that under no circumstances is Employer obligated to match or otherwise make a contribution to the 401k Plan.

26. BONDING:

(a) Should Employer default in payments to or on behalf of the employees employed under this Agreement. Local 798 shall give prompt notice to Employer and Employer shall have twenty (20) days to cure the default.

(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 Employer and the Union not agree as to whether there has been a "Default" under this provision, either the Employer 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 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 unsolved 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.

(k) In the event Employer is a defaulting producer, Employer shall be required to post of Letter of Guarantee for two weeks' salary and benefits, which letter shall be posted for a period of one year provided there are no further defaults. After the one year period, the Letter of Guarantee shall be withdrawn.

27. **SAFETY:**

Employer and the Union recognize the importance of a safe work environment. The parties shall meet as needed to address the legitimate safety concerns of employees.

28. **SWINGS:**

Employees who are learning the show are considered swings and they shall be paid at the minimum salary prorated on a one-eighth (1/8th) per show basis.

29. TERM:

The term of this Agreement shall be from July 25, 2022 to July 25, 2027. Except as set forth herein, all changes shall be effective as of July 31, 2023.

At least 60 days prior to the expiration date, the parties shall meet and confer to negotiate the terms of a new Agreement to take effect July 26, 2027.

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

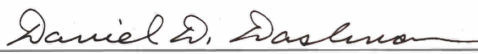
**BUENA VISTA THEATRICAL GROUP, LTD.
D/B/A DISNEY THEATRICAL PRODUCTIONS**

By _____


Tony Thomas
Director, Labor Relations

**MAKE-UP ARTISTS AND HAIR STYLISTS
LOCAL 798, IATSE, AFL-CIO**

By _____


Daniel D. Dashman
Business Representative