

AGREEMENT, made as of this 21<sup>st</sup> day of June, 2018 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 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(f) 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 1) Employer actually and voluntarily employs and directly pays the Assistant(s)/Associate(s) and (2) that person or those persons are required by Employer to perform work in the theatre related to the particular production. The parties recognize that there is no particular event that defines when (2) above commences (e.g., load-in, beginning of rehearsals, technical rehearsals, etc.). 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. The terms and conditions of employment for Hair and Make-up Designers and Assistant or Associate Make-up and Hair Designers shall remain in place and shall not be the subject of negotiation until September 6, 2020.

7. 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 he/she comes 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

Year	Head	Assistant	Hourly - Head	Hourly - Assistant	Thanksgiving Day Parade
9/4/17	\$1,430.22	\$1,300.23	\$39.71	\$38.66	\$533.06
9/3/18	\$1,473.13	\$1,339.24	\$40.90	\$39.82	\$549.05
9/2/19	\$1,517.32	\$1,379.42	\$42.13	\$41.01	\$565.52

The Macy's Thanksgiving Day Parade Rate shall be paid to those employees who work an eight (8)-hour minimum call as required by Employer. If additional prep time is required beyond the eight (8) hours, such time will be paid hourly, at time and a half (1.5x) of employees' regular 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 his/her 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
9/4/17	\$238.26	\$231.96
9/3/18	\$245.40	\$238.92
9/2/19	\$252.78	\$246.06

(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 him/herself 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 for work relating to such performance. The one and one-half (1 ½) hour continuity call may be used either before or after the performance or part before and part after the performance, as Employer may decide. 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.

#### **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's Birthday, President's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Columbus 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 1/8<sup>th</sup> 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 twelve percent (12%) (effective June 1, 2018, thirteen and one half percent (13.5%); effective September 3, 2018, fourteen percent (14%); effective September 2, 2019, 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 10<sup>th</sup> 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 his/her other compensation, six percent (6%) (effective September 3, 2018, six and one half percent (6.5%); effective September 2, 2019, 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. 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.

**17. 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 or the parties hereto, the same shall be resolved as follows:

(a) Between Employer's representative and the Business Representative of Local 798;

(b) If not so resolved, between the offices of Employer and the General Office of IATSE;

(c) 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.



18. **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.

19. **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.

20. **JURY DUTY:**

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

21. **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 City Earned Sick Time Act.

22. **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.

23. **WEARING COSTUMES ON STAGE:**

In the event Employer requires an employee to wear a costume on stage during a performance in order to perform his/her normal duties Employer shall, effective as September 4, 2017, pay to such employee the sum of \$15.14 per performance. Effective September 3, 2018, the sum of \$15.59 per performance; and effective September 2, 2019, the sum of \$16.06 per performance. It is further understood that wearing blacks shall not be considered a costume.

24. **401K PLAN:**

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.

25. **DEFAULT:**

(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 payments that are due and owing under this Agreement following an Order of an Arbitrator or Court upholding the Union's position.

(c) 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.

26. **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.

27. **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.

28. **TERM:**


The term of this Agreement shall be from September 4, 2017 to September 6, 2020.

Except as set forth herein, all changes shall be effective as of September 4, 2017.


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 September 6, 2020.

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   
Scott R. Kardel  
Director, Labor Relations

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

By   
Daniel D. Dashman  
Business Representative

## Optional Over Scale Contract

Make Up Artists and Hairstylists, Local 798, I.A.T.S.E., AFL-CIO, CLC  
And Buena Vista Theatrical Group d/b/a Disney Theatrical Productions

This is an individual over scale agreement for services to be performed under the Collective Bargaining Agreement between Local 798 and Buena Vista Theatrical Group d/b/a Disney Theatrical Productions (hereinafter "CBA").

Employer: \_\_\_\_\_

Employee: \_\_\_\_\_

1. Employer agrees to engage Employee as \_\_\_\_\_ with \_\_\_\_\_ Company at \_\_\_\_\_ dollars per week commencing \_\_\_\_\_, 201 payable weekly (on \_\_\_\_\_ day).

2. Optional (delete and initial if inapplicable): The over scale wage includes \_\_\_\_\_ hours per week in addition to the workweek in Section 6 of the CBA.

3. Your straight time hourly rate is \_\_\_\_\_ and your overtime rate is \_\_\_\_\_

4. Over scale may not be reduced during your employment.

5. Other Services (delete and initial if inapplicable):

Description	Rate (Piecework or Hourly)
_____	_____
_____	_____
_____	_____

6. The parties acknowledge that this over scale contract shall be subject to all of the terms contained in the CBA. In the event that any terms contained herein are less favorable than the terms of the CBA, the terms contained in the CBA shall prevail, provided that all other terms contained herein shall remain in full force and effect.

For the Production: \_\_\_\_\_

Date: \_\_\_\_\_

For the Employee: \_\_\_\_\_

Date: \_\_\_\_\_