

AGREEMENT BETWEEN
THEATRE MANAGEMENT GROUP -HIPPODROME, LLC d/b/a
THE FRANCE- MERRICK PERFORMING ARTS CENTER and
MAKE-UP ARTISTS AND HAIR STYLISTS
LOCAL No. 798, I.A.T.S.E., AFL-CIO

THIS AGREEMENT made and entered into this 26th day of June 2024 by and between TMG - HIPPODROME, LLC d/b/a THE FRANCE – MERRICK PERFORMING ARTS CENTER, Baltimore, Maryland, hereinafter referred to as the "EMPLOYER", and MAKE-UP ARTISTS AND HAIR STYLISTS UNION LOCAL NO. 798, INTERNATIONAL ALLIANCE .OF THEATRICAL STAGE EMPLOYEES, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION

Section 1.1: The EMPLOYER recognizes the UNION as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours, and other conditions of employment for all EMPLOYEES of the EMPLOYER working as Theatrical Make-Up Artists and Hair Stylists (who shall, unless otherwise specifically designated, be referred to hereafter as "EMPLOYEES") at the France-Merrick Performing Arts Center (hereinafter "THEATRE").

ARTICLE 2
UNION SECURITY

Section 2.1: All EMPLOYEES shall be required, as a condition of their continued employment, to be members or become members no later than their 31st day of employment, and to remain members in good standing of Local 798 or satisfy core status obligations. An EMPLOYEE who fails to remain a member of the UNION, or satisfy core status obligations, shall be dismissed by the EMPLOYER immediately upon demand of the UNION. Nothing contained herein shall, however, require the EMPLOYER to discharge or in any way discriminate against any EMPLOYEE who has been denied membership. The provisions of this Agreement shall be uniformly applied to all EMPLOYEES.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1: The EMPLOYER reserves to itself the exclusive right to make reasonable rules and regulations necessary for the conduct and management of its business and EMPLOYEES hereunder shall be required to obey all such rules and regulations insofar as they do not conflict with the terms of this Agreement. All such updated current rules shall be distributed to all affected EMPLOYEES and to UNION. Any future rules shall be distributed to the affected EMPLOYEES and UNION prior to implementation. Before modifying or creating a new rule, EMPLOYER shall make best efforts to consult with UNION and the affected EMPLOYEES of the venue as to the best possible method to accomplish the result desired. This is not a veto, simply timely notice and an opportunity to be heard on the issue.

ARTICLE 4
REFERRAL OF WORKERS

Section 4.1: In hiring persons to perform services covered by the terms of this agreement, the EMPLOYER shall grant preferential consideration to those applicants who have previously been satisfactorily employed as theatrical Make-Up Artists and/or Hair Stylists, within the geographical area of Baltimore, Maryland, and the area designated by the International Alliance of Theatrical Stage EMPLOYEES as within the jurisdiction of Local No, 798.

Section 4.2: The EMPLOYER shall give the UNION advance notice of all vacancies for positions coming within the scope of this Agreement.

Section 4.3: This Article shall be interpreted and applied consistently with all applicable federal and state laws.

ARTICLE 5
SCOPE AND JURISDICTION

Section 5.1: At a minimum, the EMPLOYER must hire and assign to work at least one (1) EMPLOYEE from UNION as a house Make-Up Artist or Hair Stylist, for every theatrical production in which one or more characters requires the use of a make-up artist or hair stylist or production wigs are utilized, provided, however, that the UNION'S scope of work shall not extend to: concert attractions; trade associations; private promotional events; corporate entertainment and attractions not open to the general public.

Section 5.2: The UNION'S scope of work shall extend to events in the M&T Bank Exchange, lobby or lounge of the THEATRE when the event is directly related to the stage production on the main stage ("HIPPODROME") of the THEATRE and one (1) or more characters requires the assistance of a make-up artist or hair stylist or production wigs are utilized. Any professional performance requiring the services of Make-Up Artists and Hair Stylists in the M&T Bank Exchange, lobby or lounge of the THEATRE shall be staffed under this collective bargaining agreement on an as needed basis for a minimum two (2) hour call if already in the building for another purpose.

Section 5.3: The EMPLOYER, at its sole discretion, may offer Make-Up Artist and Hair Stylist EMPLOYEES work not within the scope and jurisdiction of the UNION and the EMPLOYEES may, in their sole discretion, accept or decline such work. Neither the offer to employ Make-Up Artist and Hair Stylist EMPLOYEES to perform work not within the scope and jurisdiction of the UNION, nor acceptance of such work by Make-Up Artist and Hair Stylist EMPLOYEES shall constitute a precedent or a past practice under this Agreement.

Section 5.4: If only one EMPLOYEE is hired to work under this Article 5 for an engagement or attraction, that EMPLOYEE shall be paid at the Make-Up Artist and Hair Stylist rates as designated in Section 6.1 below. When two or more persons are called for an engagement or

attraction, the first person hired shall be designated as the Make-Up/Hair Department Head for the entire run of the engagement, and paid at the Department Head rate as designated in Section 6.1 below. The right to apply to be Department Head shall be limited to Hair Stylists and Make-Up Artists who have performed at least twenty (20) days of covered work at the THEATRE within the twelve (12) months immediately preceding the vacancy and who possess the skill and ability to perform the tasks expected of the position. The Department Head cannot be terminated from his/her position unless just cause is given.

ARTICLE 6
WAGES AND BENEFITS

Section 6.1: The following wage rates shall prevail for the period beginning April 1, 2024 through March 31, 2027:

EMPLOYEE Category	Effective 4/1/2024 3/31/2025		Effective 4/1/2025 3/31/2026		Effective 4/1/2026 3/31/2027	
	Hour	Perf	Hour	Perf	Hour	Perf
First Hire / Department Head	\$35.25	\$141.00	\$36.31	\$145.24	\$37.40	\$149.60
Assistant	\$32.87	\$131.48	\$33.80	\$135.20	\$34.76	\$139.04

Section 6.2: The EMPLOYER shall be responsible for all money earned by the EMPLOYEES in the THEATRE.

Section 6.3: No EMPLOYEE shall be permitted to give his/her service gratis at any time, or for any reason, without the permission of the UNION.

Section 6.4: During the Term of this Agreement the EMPLOYER shall contribute an amount equal to seven and three-quarters percent (7.75%) of each EMPLOYEE's gross weekly salary to the "I.A.T.S.E. Annuity Fund" (I.A.T.S.E. National Benefit Funds). Payment shall be due by the end of the month of employment.

Section 6.5: The EMPLOYER agrees to adopt and be bound to all of the IATSE National Annuity Fund trust agreement, and agrees to complete, execute, and return to the UNION the Participation Agreement required by the Trustees of the Annuity Fund. The contribution shall be remitted at such time and in such manner as provided in the Participation Agreement and pursuant to the rules and regulations of the Annuity Fund.

Section 6.6: During the period April 1, 2024 through March 31, 2025 the EMPLOYER shall contribute an amount equal to thirteen and one-half percent (13.5%) of each EMPLOYEE's gross weekly salary to the "I.A.T.S.E. National Health and Welfare Fund" (I.A.T.S.E. National Benefit Funds). This contribution shall be increased to fourteen percent (14%) on April 1, 2025. Payment shall be due by the end of the month of employment.

Section 6.7: The EMPLOYER agrees to adopt and be bound to all terms of the IATSE National Health and Welfare Fund trust agreement, and agrees to complete, execute, and return to the UNION the Participation Agreement required by the Trustees of the National Health and Welfare Fund. The contribution shall be remitted at such time and in such manner as provided in the Participation Agreement and pursuant to the rules and regulations of the National Health and Welfare Fund.

Section 6.8: As used herein, "gross earnings" on which EMPLOYER contributions shall be due shall cover and include all wages, compensation and remuneration paid to EMPLOYEES, inclusive of overtime and payments for holidays, vacation, and unworked time on a minimum call, prior to the deduction of payroll taxes.

Section 6.9: The Trustees of the funds shall have available the remedies provided in Section 502 of ERISA. Venue for any action brought by the Trustees, either for an accounting, or to contribute allegedly delinquent contributions, shall be the District of Maryland, and/or the Southern District of New York, as the Trustees, in their sole discretion, may elect.

Section 6.10: During the term of this Agreement, and in accordance with the terms of an individual voluntary written authorization for check-off of membership dues, the EMPLOYER shall deduct a fixed percentage as work dues from wages of each EMPLOYEE covered by this Agreement who signs an authorization. The rate of work dues shall be determined by the UNION according to its Constitution and By-laws. The amount deducted by the EMPLOYER shall be paid to the UNION by the end of each month.

Section 6.11: The EMPLOYER shall reimburse the Department Head (aka "First Hire") for parking fees associated with parking for all calls, provided that a receipt is submitted to the EMPLOYER. It is understood that such parking fees shall not exceed customary and reasonable costs for daily parking. Any abuse by a Department Head of this privilege shall result in an immediate loss of the privilege for the duration of this Agreement and shall constitute just cause for termination.

ARTICLE 7 PREMIUM TIME

Section 7.1: All work called to start between the hours of 12:00 AM and 8:00 AM shall be paid at two (2) times the straight-time hourly rate until 8:00 AM, at which time the rate shall revert to the then prevailing hourly rate.

Separately, EMPLOYEES whose work continues past midnight shall be compensated at one and one-half (1½) times their straight-time hourly rate of pay until the end of the call or until they go into double-time after 8 hours of continuous work at time-and-one-half. An EMPLOYEE who worked two performances and at least one other call, excluding continuity calls, during the prior work day, shall be compensated at two (2) times the straight-time rate of pay for all work after midnight until the end of the call.

Section 7.2: EMPLOYEES shall be compensated at one and one-half (1½) times their straight-time hourly rate of pay for all work completed in excess of forty (40) hours in any one (1) week. The work week shall consist of six (6) days, from Monday through Sunday with one (1) day off, called the "dark day," within the work week. All required minimum calls in excess of four (4) hours that are paid but not worked shall not count toward the forty (40) hour requirement.

Section 7.3: EMPLOYEES shall be compensated at two (2) times their straight time hourly rate of pay for all work completed on the following holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

EMPLOYEES shall be compensated at one and one-half (1½) times the straight-time rate of pay for all work completed on Veterans' Day.

Said holidays shall be celebrated on the national holiday.

Section 7.4: EMPLOYEES shall be compensated at one and one-half (1½) times their straight time rate of pay for a third performance in a single day, when the length of each performance (including the 30 minutes prior to curtain) is more than 2 hours.

Section 7.5: EMPLOYEES shall be compensated at one and one-half (1½) times their straight-time rate of pay for all work completed on the "dark day." The "dark day" shall be designated before the work week begins. In the event the "dark day" is not designated before the work week begins, Monday shall be the default "dark day."

Section 7.6: There shall be no pyramiding or compounding of premium pay. Two (2) times the straight-time rate of pay shall be the highest rate paid under this Agreement, except for meal break invasion penalties.

Section 7.7: EMPLOYEES shall be compensated at one and one-half (1½) times their straight-time rate of pay for all work completed in excess of ten (10) hours in a single day. For purposes of clarity, hours that are paid but not worked shall not count toward the (10) hour trigger for premium pay under this provision.

Section 7.8: Once an EMPLOYEE begins receiving pay at an overtime rate pursuant to this agreement, they shall remain at that overtime rate for all hours worked until they receive a rest period. If an EMPLOYEE receives a rest period that lasts for less than eight (8) hours, they shall begin the new call at the same overtime rate that they were entitled to at the conclusion of their last call until eight (8) hours have passed since the conclusion of their last call. For example, if a

person completes a call at 3:00 a.m. and the next call is at 8:00 a.m., they shall be compensated on the 8:00 a.m. call at the same rate they were making at the conclusion of the 3:00 a.m. call for three (3) hours. This continuation at the overtime rate is subject to two conditions:

- a. The calculation of the eight (8) hours begins at the time that the EMPLOYEE actually stops working and begins the rest period (minimum calls do not impact the calculation).
- b. The "encroached" call must be performed for the same production. For example: If the load-out for show "A" ends at 4:00 a.m., and the load-in for show "B" begins at 8:00 a.m., EMPLOYEES will not be eligible for the overtime rate for the invaded time.

ARTICLE 8 WORK CALLS

Section 8.1: Performance Calls - The minimum for all performance calls shall be four (4) hours except on opening night, when the call shall be four and one quarter (4 1/4) hours. The EMPLOYER shall have the right to establish curtain times. Performance calls shall commence thirty (30) minutes prior to the advertised curtain time, except on opening night when EMPLOYEES shall report forty-five (45) minutes prior to the advertised curtain time. Work during a performance call shall consist of performance related services only, and there shall be no maintenance or repairs during a performance except in case of emergency.

Section 8.2: Short Show Calls - Notwithstanding anything herein to the contrary, the minimum call for two (2) "Short Shows," as herein defined, scheduled back-to-back shall be six (6) hours. A "Short Show" shall be defined as any family/children show (e.g., Blues Clues, Scooby Doo, Spiderman, Dora the Explorer) with a running length of ninety (90) minutes or less (excluding the 30-minute call prior to the advertised curtain time). However, a third Short Show in a day shall be paid at the regular Performance rate set forth in Article 6, Section 6. 1, above.

Section 8.3: Rehearsals- For rehearsal calls, the following provisions shall apply:

- (a) The minimum for all rehearsal calls shall be four (4) hours. Rehearsal calls shall be in addition to any performance calls. Rehearsal calls shall begin on the hour or half-hour.
- (b) EMPLOYER shall use its best efforts to provide the Business Representative or Shop Steward 24 hours notice if Make-Up Artist(s) or Hair Stylist(s) is/are to be used for dress rehearsals or run-throughs. Productions shall be urged to give notice for rehearsal calls as early as possible, and the EMPLOYER shall transmit such notice as quickly as practicable. If services normally performed by the Make-Up Artist or Hair Stylist for a particular actor during performances are needed during a rehearsal, only the Make-Up Artist(s)/Hair Stylist(s) attending to the actor shall be called. However, when a full cast with full wigs and/or make-up is used, all Make-Up Artists and Hair Stylists normally employed for the performance shall be called.

(c) If the EMPLOYER does not notify the Make-Up Artist/Hair Stylist Steward of such call as soon as practical, the Make-Up Artists/Hair Stylists who should have been called shall be paid as if they had received the proper call.

Section 8.4: Day Work Calls - The minimum for all day work calls shall be four (4) hours. Day work calls shall be in addition to any performance calls. Day work calls shall commence either on the hour or half-hour.

Section 8.5: Take-Ins - The minimum for a take-in shall be four (4) hours. Take-ins shall commence either on the hour or half-hour.

Section 8.6: Take-Outs - The minimum for a take-out shall be two (2) hours for EMPLOYEES who worked the attraction and four (4) hours for all other EMPLOYEES. Take-outs shall commence either on the hour or half-hour.

Section 8.7: Continuity Calls - Continuity calls (for EMPLOYEES working the performance) of one (1) to one and one-half (1 ½) hours, which do not exceed one and one-half (1 ½) hours, shall be permitted immediately prior to or subsequent to a performance for work related to that production, rehearsals, or commercial pictures related to that production, without meal penalties. Full -dress rehearsals shall not be allowed during a continuity call. In the event that such call should continue for more than one and one half (1 ½) hours, the minimum call shall be four (4) hours. Whenever a continuity call is made between the matinee and evening performances, a meal break between the end of the matinee and the beginning of the continuity call shall be mandatory and subject to the terms of Article 9, below.

Section 8.8: Time in Excess of Minimums - All time in excess of any minimum call shall be compensated at the applicable hourly rate of pay in one-half (½) hour increments.

Section 8.9: Staffing of Calls - The EMPLOYER shall have the exclusive right to determine staffing for any and all work calls, provided, however, that staffing requirements for Yellow Card productions shall correspond to the staffing requirements set forth on the production's "Yellow Card" (see Article 18 below) and provided further that rehearsal calls shall be staffed in accordance with Section 8.2 above.

Section 8.10: Use of non-traveling Make-Up/Hair Stylist Supervisor: The EMPLOYER shall select, with the advice of the UNION, one (1) EMPLOYEE as Make-Up Artist/Hair Stylist supervisor for any attraction, other than a concert, that meets the following conditions:

- (a) A Make-Up Artist/Hair Stylist supervisor is not furnished by the attraction;
- (b) Has two (2) or more performers;
- (c) More than one (1) EMPLOYEE is called;

Said supervisor shall receive Three Dollars (\$3.00) per hour in addition to the regular rate of pay.

Section 8.11: There shall be no payment for overlapping or duplication of calls.

Section 8.12: If EMPLOYEES are required to work more than ten (10) minutes after a performance for special events that take place on stage (e.g., autograph signings, meet and greets, receptions, television news tapings and other events that may take place following a performance) then EMPLOYEES shall be compensated at the applicable hourly rate of pay in one-half (½) hourly increments.

ARTICLE 9 MEAL BREAKS

Section 9.1: EMPLOYEES shall be accorded an unpaid meal break of not less than one (1) hour not later than after five (5) hours of continuous employment. EMPLOYER may, at its option and in lieu of a one (1) hour meal break, provide an appropriate meal for EMPLOYEES during a meal period. Whenever the EMPLOYER provides a meal, the meal break shall be shortened to one-half (½) hour and shall be paid at the prevailing rate of pay and no meal penalty shall be due. When EMPLOYEES are required to work beyond five (5) continuous hours, without a meal being provided and paid for by the EMPLOYER, they shall be paid double the applicable straight-time hourly rate from the start of the sixth (6) hour for each hour or fraction worked until such time that a meal period is provided. Meal breaks are not required between the final curtain and take-out. Continuity hours shall not be subject to meal period requirements, except as stated in Article 8, Section 7, above. On multiple show days when a one-hour meal break is not possible, the BWIPLYER shall provide an appropriate meal and allow for a one-half (½) hour meal break.

ARTICLE 10 COMMERCIAL RATES

Section 10.1: For all television and commercial calls, EMPLOYEES shall be paid at time and one-half (1 ½) the applicable hourly rate.

Section 10.2: All calls for television or commercial rate attractions shall be for four (4) hours. Any additional time worked shall be paid in one-half (½) hour increments at the Commercial Rate.

Section 10.3: A television or commercial rate attraction shall be defined as one where the photographs, film or video images are utilized in connection with a profit motivated venture such as souvenir booklets, national television commercials, record albums, or commercials for a product. Publicity stills and television or movie footage used for the promotion of the THEATRE shall not be included in the definition of television or commercial rate attraction.

Section 10.4: The foregoing, however, shall not prohibit the taking of news film footage not exceeding thirty (30) minutes in length and three (3) minutes of air time. News footage so taken shall not be used for the purpose of making documentaries, entertainment shows or television commercials.

Section 10.5: During take-ins, rehearsals and run-throughs, EMPLOYEES shall not receive additional pay if pictures are taken which are not television or commercial rate attractions as defined in Section 10.3 above.

Section 10.6: Photographs, film, or video images which are not television or commercial rate attractions may be taken at the applicable hourly rate during the continuity hour immediately preceding or following performances.

Section 10.7: If photographs, film or video images are taken during a performance for television or commercial use as defined in Section 10.3 above, then the EMPLOYEES shall be entitled to the commercial rate of pay.

Section 10.8: Before a commercial rate performance, a meal break (whether worked or not) of one (1) hour shall interrupt continuity. After a performance, a meal break shall not interrupt continuity. Calls for the purpose of taking pictures which are not television or commercial rate attractions, and which are not in continuity, shall be subject to a four (4) hour minimum call.

ARTICLE 11 HAZARDOUS CONDITIONS

Section 11.1: EMPLOYEES shall not be required to work in areas in which hazardous chemicals, such as spray paints, cleaning solutions, inks, dyes, etc. are being used when such materials present a hazard to the health and safety of the EMPLOYEES.

ARTICLE 12 HAIR PIECES REMOVED FROM THEATRE/TOOLS

Section 12.1: Make-Up Artist(s)/Hair Stylist(s) shall accompany all appropriate wigs, hairpieces, and/or related items, whenever such items are removed from the THEATRE for use elsewhere in conjunction with the publicity or appearances of the performers, or for any other reason whatsoever, from the time of removal until the return of said items to the THEATRE. If no Make-Up Artist/Hair Stylist is available, the Company supervisor or assistant will act in his/her place. This shall not apply to items removed from the THEATRE for purposes of repair or cleaning, or to items that are the personal property of a performer. Make-Up Artist(s)/Hair Stylist(s) assume(s) no responsibility for said items taken out of the THEATRE.

Section 12.2: When said items are removed from THEATRE for use in television, film or publicity, etc., Make-Up Artist(s)/Hair Stylist(s) involved shall be paid two (2) hours of extra pay if required to take the items with them after the performance at night, and appropriate transportation reimbursement shall be provided for taxis, parking, mileage, etc.

Section 12.3 Whenever an EMPLOYEE borrows an article, tool or apparatus for use in the THEATRE, such EMPLOYEE is acting as an agent of the EMPLOYER and the EMPLOYER shall be responsible for any loss or liability therefrom due to fire, theft, accident or any unforeseen

cause, except in the case of willful misconduct or gross negligence, wherein the EMPLOYEE shall bear full liability.

ARTICLE 13
JUST CAUSE TERMINATION

Section 13.1: The UNION agrees that EMPLOYER has the right to replace and/or dismiss any EMPLOYEE for just cause shown, including, but not limited to recurrent tardiness, dishonesty, insubordination, then or other unlawful conduct, incompetence, drug or alcohol use, or a second failure to adhere to EMPLOYER'S reasonable work rules, a copy of which will be provided to the UNION.

Section 13.2: No EMPLOYEE shall report to work while intoxicated or under the influence of drugs or alcohol, other than as legitimately prescribed by a physician. Any EMPLOYEE who reports to work impaired or who uses or possesses either drugs or alcohol within the THEATRE, shall be immediately removed from the call by the EMPLOYER, without the right to pay for that call. Any EMPLOYEE who is so removed by the EMPLOYER from a call shall be subject to discipline up to and including discharge for just cause.

ARTICLE 14
NON-DISCRIMINATION

Section 14.1: There shall be no discrimination against any EMPLOYEE or applicant for employment by reason or membership in the UNION or because of anything said or done in furtherance of the UNION.

Section 14.2: There shall be no discrimination against any EMPLOYEE or applicant for race, color, creed, sex, religion, national origin, age, marital status, or because of physical or mental disability not affecting the individual's ability to perform his/her designated duties.

ARTICLE 15
ADMISSION TO PREMISES

Section 15.1: Any officer or duly authorized representative of the UNION shall be admitted to the premises of the EMPLOYER during normal working hours for the purpose of checking the performance of this Agreement by the EMPLOYER as long as there is no disruption in the work being performed. Any person so admitted shall comply with all rules and regulations of the EMPLOYER while on the premises. The UNION shall not exercise this right in an unreasonable manner.

ARTICLE 16
TRAVELING MAKE-UP ARTISTS, HAIR STYLISTS
AND WARDROBE SUPERVISORS

Section 16.1: The Make-Up Artist or Hair Stylist supervisor and assistants may not perform duties normally assigned to wardrobe supervisor or assistants, and no wardrobe supervisor or assistant shall be allowed to perform the duties normally assigned the Make-Up Artist or Hair Stylist. No actor may assist another actor in the application of makeup, 'Wigs and/or hair pieces except on stage as part of the action of the production. Stage managers and assistants may not perform the normal duties of the Make-Up Artist or Hair Stylist. Any variances shall be mutually determined by the Business Representative and Management.

Section 16.2: Any Make-Up Artist or Hair Stylist required to appear on stage during a performance in view of the audience shall receive a premium of ten dollars (\$10.00) per performance.

ARTICLE 17

EMPLOYEE DUTIES/EQUIPMENT

Section 17.1: Duties of Make-Up Artists and Hair Stylists shall be limited to maintaining, cleaning, handling, distributing, packing or unpacking, and general supervision of all items relating to make-up and hair styling, including wigs, hair pieces, mustaches, sideburns, eyebrows, or any other artificial hairpieces provided and used by the production, and the recreation of any hair or wig styles designated for use in the production, with the supervision of the Producer's designated representative. The Make-Up Artist/Hair Stylist will assist in the placement of microphones as designated by the designer, or the designer's representative, if placed within a wig or hairpiece, but will assume no responsibility for the proper functioning of any such device.

Section 17.2: Make-Up Artists and Hair Stylists shall not be required to furnish any equipment for specific use in the performance of duties, such as combs, rollers, sprays, hair or wig dryers, blocks, repair materials, etc. Should the production require materials not furnished by the production, the Make-Up Artist/Hair Stylist shall agree to shop such items at the expense of the production for labor and materials, and with the understanding that Management is aware of the additional duties assigned and shall compensate the EMPLOYEES for the additional duties. EMPLOYEES shall receive a minimum of one (1) hour of pay at the applicable rate of pay, with additional time paid in one-half (½) hour increments.

ARTICLE 18

YELLOW CARD ATTRACTIONS

Section 18.1: Staffing conditions pertaining to Road Attractions shall be consistent with the complement of EMPLOYEES required under the "Yellow Card" issued by the I.A.T.S.E. and such complement shall not be decreased without the specific authorization by the Producer of the Road Attraction and the International.

ARTICLE 19

UNION PRIOR OBLIGATION

Section 19.1: As the UNION is a member of the International Alliance of Theatrical Stage EMPLOYEES of the United States and Canada, nothing in this agreement shall be construed to interfere with any obligation the UNION owes to such International Alliance by reason of a prior obligation, but this shall in no event be construed so as to conflict with any applicable state or Federal laws or the terms of this Agreement.

ARTICLE 20 GRIEVANCE AND ARBITRATION

Section 20.1: In the event that during the term of this Agreement, any dispute or disagreement involving the interpretation or application of the provisions of this Agreement, hereinafter referred to as a "grievance", arises between the EMPLOYER and the UNION or between the EMPLOYER and any EMPLOYEE represented by the UNION, said grievance shall be handled in accordance with the following procedure:

Step 1: For EMPLOYEE initiated grievances, the grievance shall be submitted orally by the UNION or EMPLOYEE to the General Manager (or his designee) within seven (7) calendar days of the date of the event(s) giving rise to the grievance. The General Manager (or his designee) shall respond to the oral grievance within two (2) working days of its submission. In the event the General Manager (or his designee) is not able to resolve the grievance, the UNION or the EMPLOYEE may submit the grievance in writing as set forth in Step 2 below. All grievances initiated by the UNION or the EMPLOYER rather than by an EMPLOYEE or group of EMPLOYEES, shall be submitted in writing as set forth in Step 2 below.

Step 2: The grievance shall be reduced to writing and presented by the UNION to the General Manager (or his designee) or by the EMPLOYER to the President or Business Agent of the UNION (or their designee) within fourteen (14) calendar days after the date of the event(s) giving rise to the grievance. Such a written grievance shall be dated and signed and shall state the provisions of the Agreement involved in the grievance, the date(s) of the alleged violation(s), the facts on which the grievance is based, the name of the individual or individuals aggrieved, and the remedy sought. The designated representative of the EMPLOYER or the UNION, as the case may be, shall respond to the written grievance in writing within seven (7) calendar days of its submission. The designated representatives of the UNION and the EMPLOYER shall hold a meeting to discuss the matter within seven (7) calendar days of the written response and shall make good faith efforts to settle if at all possible. The decision, if any, of such representatives shall be final and binding upon the parties and any EMPLOYEE(s) concerned. Failure of the aggrieved party to serve a written grievance within the given time period will constitute a waiver of the grievance.

Step 3: If the designated representatives of the EMPLOYER and the UNION fail to settle the dispute within seven (7) calendar days of the meeting, either party may request that the matter be submitted for binding arbitration as set forth below in Section 20.2.

Section 20.2: ARBITRATION: Any or dispute between EMPLOYER and the UNION concerning the interpretation, application or meaning of a provision in this Agreement that has been processed in accordance with the provisions of Section 20.1 of this Agreement may be submitted to binding arbitration with an impartial arbitrator to be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, the Director of either the National Academy of Arbitrators or the FMCS Region shall be requested to submit the names of seven (7) disinterested persons who practice in the FMCS Region and are qualified and willing to act as impartial arbitrators. From such list, the UNION and the EMPLOYER shall each alternately strike one name until six (6) names have been eliminated and the person whose name remains on the list shall be selected to act as the impartial arbitrator. The procedure to be followed in submitting the difference or dispute to the arbitrator, unless otherwise agreed upon by the parties, will be determined by the arbiter himself. Neither party waives, however, the right to a full hearing with the right to compel the production of evidence and witnesses, and cross examination.

The Arbitrator shall have no power or authority to add to, subtract from or in any way alter, amend, change or modify the terms of this Agreement. The Arbitrator's award shall be written and it shall be binding upon the EMPLOYER, the UNION, and the EMPLOYEES involved in the controversy. Upon satisfactory and appropriate proof, the Arbitrator shall have authority to award interest and exemplary damages. The parties hereby agree that the decision and award of the Arbitrator shall be final and binding upon both parties, without further right of recourse or appeal.

The fee and necessary expenses of the Arbitrator shall be borne equally by the EMPLOYER and the UNION.

Section 20.3: Since all disputes, controversies or grievances arising out of this Agreement are intended to be resolved amicably, neither party shall take any step or institute any action whether by way of lockout, concerted refusal to work, work stoppage, strike, or otherwise to enforce or settle a grievance arising under this Agreement.

ARTICLE 21

NO STRIKE AND NO LOCKOUT

Section 21.1 It is hereby agreed that so long as the EMPLOYER complies with the above grievance procedure, the UNION agrees that there shall be no strike, slowdown, picketing, work stoppage or refusal to work by the UNION for any reason which has the effect of interrupting or delaying the service or operations of the EMPLOYER during the period of this Agreement. Similarly, so long as the UNION complies with the above grievance procedure, the EMPLOYER agrees that there shall be no lockout against EMPLOYEES during the period of this Agreement.

ARTICLE 22

TERM AND RENEWAL

Section 22.1: This Agreement shall be for a term commencing April 1, 2024 and ending March 31, 2027. At least sixty (60) days prior to its expiration day, the parties shall meet and confer for the purpose of negotiating the terms and provisions of a new agreement to take effect immediately upon the expiration hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement by their duly authorized representatives this ____ Day of June 2024.

TMG Hippodrome, LLC
d/b/a The France-Merrick Performing Arts Center

By: Chris Mahan
Christopher Mahan

Make-Up Artists and Hair Stylists
Local 798 I.A.T.S.E., AFL-CIO

By: Daniel D. Dashman

Daniel D. Dashman, Business Representative