### COLLECTIVE BARGAINING AGREEMENT

## made by and between

### THE JOHN F. KENNEDY CENTER FOR THE PERFORMING ARTS

and

MAKE-UP ARTISTS AND HAIR STYLISTS UNION NO. 798, International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO, CLC

Term of Agreement

September 30, 2024 through September 24, 2028

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THIS AGREEMENT, made as of September 30, 2024 by and between the JOHN F. KENNEDY PERFORMING ARTS CENTER (hereinafter referred to as the "Kennedy Center "or "Employer") and MAKE-UP ARTISTS AND HAIR STYLISTS UNION, LOCAL 798, I.A.T.S.E., AFL-CIO (hereinafter referred to as "Local 798" or "the Union").

#### WITNESSETH

WHEREAS, Management employs Make-Up Artists and Hair Stylists in connection with the production and presentation of legitimate shows at the Center; and

WHEREAS, Local 798 represents such Make-Up Artists and Hair Stylists for the purpose of collective bargaining with the Kennedy Center 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 premises, it is hereby mutually agreed as follows:

### ARTICLE I RECOGNITION

<u>Section 1.1 Recognition:</u> The Kennedy Center agrees to and does hereby recognize Local 798 as the sole and exclusive bargaining agent for Make-Up Artists and Hair Stylists employed by management in connection with the production and presentation of legitimate shows at the Kennedy Center campus.

# ARTICLE II MANAGEMENT RIGHTS

<u>Section 2.1. Management Rights:</u> The right of management in the operation of the Kennedy Center is vested solely and exclusively in the Center and is unlimited except as otherwise specified herein.

### ARTICLE III UNION SECURITY

#### Section 3.1. 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 31<sup>st</sup> day following the date of this Agreement or the date of their initial employment by Employer. Failure of an employee to comply with the foregoing shall obligate Management to terminate the employment of such employee unless they come into compliance therewith within five days after written demand for such termination is made by Local 798 upon Management. It is agreed, however, that nothing contained in this Section 3.1.(a) shall require Management to take

or refrain from taking any action in contravention of any provision of the National Labor Relations Act of 1947, as amended.

(b) The duly authorized Representative of Local 798 shall have access to the theater at all reasonable times for the purpose of performing legitimate union business.

#### <u>ARTICLE IV</u> DUTIES OF MAKE-UP ARTISITS AND HAIRSTYLISTS

Section 4.1. Duties of Make-up Artists and Hairstylists: The duties of Make-up Artists and Hairstylists employed hereunder shall include but not be limited to the following when performed within the theater or as directed by Management: the cutting and styling of a person's hair; application, removal, cleaning, blocking, setting, styling, coloring, perming, building, maintenance and repair of wigs and facial hairpieces; application of make-up and cosmetics, prosthetics, body make-up and tattoos.

Section 4.2. Duties of Head: In addition to regular personnel duties, the Head of Department works in conjunction with production staff and management and shall perform such additional work including: scheduling, preparation, assignment of crew duties or work duties. The Head of Department must notify Center management immediately of injuries and new hires. Timely written notification shall be submitted regarding tardiness, absence and personnel problems.

### ARTICLE V WAGES

#### Section 5.1. Minimum Rates:

(a) The hourly rates for employees represented by Local 798 hereunder shall be:

Year 1: September 30, 2024 through September 28, 2025	\$42.80
Year 2: September 29, 2025 through September 27, 2026	\$45.80
Year 3: September 28, 2026 through September 26, 2027	\$48.80
Year 4: September 27, 2027 through September 24, 2028	\$51.80

\*May be amended by Section 5.4. Cost of Living Adjustment. Refer to Appendix A IATSE 798 Rate Sheet for additional wage information. To be updated annually.

(b) When two or more people are employed as Make-Up Artists and Hair Stylists on the same presentation, one employee shall be designated "Head of Department" and shall receive an additional \$2.25 per hour at the applicable straight-time rate. At the discretion of Kennedy Center Production Management, when only one employee is working on a presentation, that employee may receive the additional \$2.25 based on the nature of the work performed.

<u>Section 5.2. Highest Rate</u>: Two times, or double, the straight-time rate shall be the highest rate to be paid under this Agreement, exclusive of meal penalties. Hours paid for at overtime rates for any one purpose shall be excluded in computing overtime for other purposes.

Section 5.3. Working in Costume: Employees required to appear in costume and/or make-up shall receive additional compensation equal to one (1) hour per performance at the employee's straight-time rate. Compensation for costume and/or make-up shall in no way count toward the computation of overtime. A tuxedo, suit, smock or coverall shall not be considered a costume, unless it is a costume within the context of the performance.

### Section 5.4. Cost of living adjustment:

- (1) Effective September 30, 2024 through and including September 28, 2025, the wage rates shall be increased from the rate in effect during the pay period ending September 29, 2024 by \$3.00. If the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for Washington Arlington, Alexandria, DC-MD-VA-WV cost of living index figure for the month of July, 2024, as published by the U.S. Bureau of Labor Statistics, is more than four (4.0%) percent higher than such figure for the month of July, 2023, then all of the rates of pay shall be increased by the amount of such excess percentage, but in no event more than two (2.0%) percent. The resulting dollar increases shall automatically be added to the rates of pay specified in Sections 5.1(a) and Appendix A.
- (2) Effective September 29, 2025 through and including September 27, 2026, the wage rates shall be increased from the rate in effect during the pay period ending September 28, 2025 by \$3.00. If the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for Washington Arlington, Alexandria, DC-MD-VA-WV cost of living index figure for the month of July, 2025, as published by the U.S. Bureau of Labor Statistics, is more than four (4.0%) percent higher than such figure for the month of July, 2024, then in such event, all of the rates of pay shall be increased by the amount of such excess percentage but in no event more than two (2.0%) percent. The resulting dollar increases shall automatically be added to the rates of pay specified in Sections 5.1(a) and Appendix A
- (3) Effective September 28, 2026 through and including September 26, 2027 the wage rates shall be increased from the rate in effect during the pay period ending September 27, 2026 by \$3.00. If the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for Washington Arlington, Alexandria, DC-MD-VA-WV cost of living index figure for the month of July, 2026, as published by the U.S. Bureau of Labor Statistics, is more than four (4.0%) percent higher than such figure for the month of July, 2025, then in such event, all of the rates of pay shall be increased by the amount of such excess percentage but in no event more than two (2.0%) percent. The resulting dollar increases shall automatically be added to the rates of pay specified in Sections 5.1(a) and Appendix A
- (4) Effective September 27, 2027 through and including September 24, 2028 the wage rates shall be increased from the rate in effect during the pay period ending September 26, 2027 by \$3.00. If the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for Washington Arlington, Alexandria, DC-MD-VA-WV cost of living index figure for the month of July, 2027, as published by the U.S. Bureau of Labor Statistics, is more than four (4.0%) percent higher than such figure for the month of July, 2026, then in such event, all of the rates of pay shall be increased by the amount of such excess percentage but in no event more than two (2.0%) percent. The resulting dollar increases shall automatically be added to the rates of pay specified in Sections 5.1(a) and Appendix A.
  - (5) The Union may elect to apply any increase resulting from a cost-of-living

adjustment under subsections (1)-(4) of this Section 5.4., to the amount contributed under Section 9.1., 9.2.; or 9.3. of this Agreement in lieu of applying such increase to rates of pay, provided that this election must be made for all employees covered by this Agreement and further provided that the Center is given sufficient notice in writing by the Union of its election.

### Section 5.5. Electronic Timekeeping System

The Center may use an electronic time and attendance system to be used for all Union employees. Union employees shall ensure their time reporting follows the requirements for entry established by the Kennedy Center.

### ARTICLE VI WORK RULES

Section 6.1. Performance Calls: All performance calls shall be a minimum four (4) hour call. Performance calls shall commence one half-hour prior to the advertised starting time and end with the final curtain. When a call requires work in excess of the four (4) hour call, employees of Local 798 shall be paid on an hourly basis in half-hour increments.

<u>Section 6.2. Work on Sundays</u>: All work on Sunday will be at time and one half of the straight time rate. All work shall be done on a minimum four (4) hour call basis.

<u>Section 6.3. Minimum Call</u>: Calls not in continuity with a performance shall be for a minimum four (4) hour call payable at the hourly rate.

<u>Section 6.4. Time and One-half</u>: For work in excess of eight (8) hours for a day or forty (40) hours for a week employees shall be paid at one and one-half of the straight time rate.

 $\underline{Section\,6.5.\,Work\,After\,Midnight}; For work\,after\,midnight, employees\,shall\,be\,paid\,two\,(2)\,times, or\,double, the straight time rate.$ 

Section 6.6. Continuity Hours: There can be continuity calls of up to two hours per show call. The continuity calls can be scheduled in one-half (1/2) hour increments: (1) before the half-hour and (2) at the end of the show as long as the show call and the continuity hours do not exceed six (6) hours. If there is work beyond the two (2) hour maximum continuity call, the rate to be paid is at the next higher premium rate unless a one (1) hour break is observed, or a hot meal is provided with thirty (30) minutes to eat.

Section 6.7. Swing Period: Once an employee is entitled to a premium rate of pay, such employee shall continue to be entitled to that premium rate for all hours worked until the work is completed or the call is terminated and the employee receives an eight (8) hour "swing" or rest period. An employee called back for work after less than an eight (8) hour "swing" or rest period (turnaround) shall receive additional compensation equal to one (1) hour's pay for each hour worked prior to the time when the eight (8) hour "swing" or rest period would have been completed.

Section 6.8. Adequate Notice of Cancellation: An employee hired for the specific calls for an engagement must be given twelve (12) hours' notice of their call being cancelled or they will be deemed to have worked the call. For longer term engagements, the scheduling is always done "Subject to Change" and it is the employee's responsibility to check in a timely manner that the call

assignments have not changed. Management will inform crew members of call type and/or updates to the original schedule. This cancellation clause is not in effect under force majeure.

<u>Section 6.9. Working Gratis:</u> No employee shall be requested, required, or permitted at any time or for any reason to give their services gratis.

Section 6.10. Union "Crewer": The Union agrees to the position of a "Crewer" for all runs of shows that have a need for more than one Bargaining Unit Employee. The Crewer shall be selected by the Center with consent of the Union. The Crewer shall be responsible for filling all calls in accordance with the requirements of the Agreement, replacing Bargaining Unit Employees who do not timely report for a call or who are absent, confirming that all Bargaining Unit Employees possess the appropriate equipment and supplies to perform their work, ensuring that all Bargaining Unit Employees understand how to properly complete and submit payroll records, working with Bargaining Unit Employees and the Employer to answer questions about the payroll and bringing to the immediate attention of the Employer all complaints or grievances that arise between the Union and/or a Bargaining Unit Employee and a show's producer, promoter, crew or representatives. If the Crewer does not work the show, the Crewer shall be paid an amount equal to one four-hour work call at the prevailing hourly rate, plus the appropriate annuity and health and welfare contributions as described in Article 9. If the Crewer works the show, the Crewer shall be paid for all hours worked in accordance with the terms of this Agreement, but shall not be paid an additional four-hour call as described in the preceding sentence. Since the Crewer's work is generally before the beginning or after the end of the work calls/performances and during time that is normally personal time, this would mean that the Crewer can submit those hours spent outside of the regular work or performance call each week, but such hours shall not exceed 2 hours per week of the run. Hours worked in filling calls in advance of the first call, when not concurrently working on a show at the Kennedy Center, shall be paid an amount equal to a four-hour (4) work call.

#### Section 6.11. Education Programs:

- (1) On a day when there are two (2) shows back-to-back, the Make-Up Artists and Hair Stylists shall be paid the applicable hourly rate for a minimum five (5) hour call. There can also be a one (1) hour continuity call, provided that both performances fall within the five (5) hours. The continuity hour can be before, after, or split in two (2) thirty (30) minute increments to precede or follow the five (5) hour call. When a single show is presented later the same day, the Make-Up Artists and Hair Stylists will be paid a minimum of four (4) hours at the applicable hourly rate.
- (2) When maintenance work cannot be accommodated within these calls, such work will be paid at the prevailing hourly rate. All other rehearsals, maintenance, loading-in and loading-out will be paid at the prevailing hourly rate.
- (3) When there is just one (1) show in the call, then the employee shall be paid the applicable hourly rate for a minimum four (4) hour call for the show, and all work can be performed during the time.

Section 6.12. Special Event Calls: In the event an employee is called for a Concert or a Special Event such as, but not limited to, Millennium Stage, Fashion Shows, Kennedy Center Honors, Award Shows, public service and/or fund raising events, the employee's duties and start time can be stipulated as long as there is a minimum four (4) hour call at the prevailing rate and

the event falls within the four (4) hour period. All work performed after four (4) hours shall be paid on an hourly basis. When an employee's services are only needed prior to Curtain Time for such event the employee will be paid a minimum four (4) hour call at the prevailing rate.

<u>Section 6.13. Safety:</u> The Employer shall provide a safe and healthy environment for the performance or work and shall operate its facilities consistent with all federal and municipal health and safety regulations.

<u>Section 6.14. Reporting Accidents</u>: Employee must report accidents immediately to the Head of Department and see the EMT from Security. The Head of Department will report the injury immediately to Kennedy Center Production Management and will ensure that the proper protocol is followed.

<u>Section 6.15</u>. <u>Light Duty Policy</u>: There is no light duty policy, and all employees must be able to perform fully the duties outlined.

<u>Section 6.16. Appropriate Dress</u>: All employees will be appropriately dressed, to include wearing blacks when requested during performances, and closed toe, low and closed heel shoes at all times.

<u>Section 6.17. Mobile Device Usage: Mobile Device Usage:</u> Use of all mobile devices (cell phones, tablets, e-readers, etc.) is allowed only during break times, except for business calls of the Crewer, Supervisor and Head of Department.

<u>Section 6.18. Past Practice:</u> In the event a question arises as to how to treat a particular condition not specifically covered in this Agreement it is understood and agreed that the practice and precedent in the theatrical industry generally in Washington, D.C., shall prevail until such time as the Union and the Center shall negotiate in writing a resolution of same.

# ARTICLE VII MEALS

Section 7.1. Meals: A one (1) hour unpaid meal period must begin no earlier than the end of the third hour of work or later than the end of the fifth hour of work. Double the prevailing rate must be paid for each hour or fraction worked until such time as the crew is broken for a meal period. A one-half (1/2) hour paid meal period with an appropriate meal beginning no earlier than the end of the third hour of work or no later than the start of the sixth hour of work will not incur penalty. Except: meal periods may be granted after six (6) consecutive hours instead of five (5) hours herein specified to a) facilitate opera dress rehearsals, or b) coordinate meal breaks with members of other unions.

Section 7.2. Work Guarantee After Meals: When returning from a one-hour meal break, the employee(s) will be guaranteed at least two (2) hours of work.

### ARTICLE VIII EQUIPMENT

Section 8.1. Equipment for Hair: When the Kennedy Center does not provide supplies for a Local 798 employee working hereunder as a Hair Stylist and requires the employee to provide and use their own supplies ("kit"), the Kennedy Center shall reimburse the employee fifty dollars (\$50) per dress rehearsal or performance. Specialty supplies or equipment will be provided by the Kennedy Center in consultation with the performing company. Kennedy Center Management will determine payment prior to event. Employee must get prior authorization from the Kennedy Center Production Management before any supplies or equipment can be purchased. Reimbursement is processed after signing the appropriate petty cash form and submitting receipts.

Section 8.2. Equipment for Make-up: When the Kennedy Center does not provide supplies for a Local 798 employee working hereunder as a Make-up Artist and requires the employee to provide and use their own supplies ("kit"), the Kennedy Center shall reimburse the employee fifty dollars (\$50) per day call, dress rehearsals, or performances with no weekly cap. Specialty supplies or equipment will be provided by the Kennedy Center in consultation with the performing company. Kennedy Center management will determine payment prior to event. Employee must get prior authorization from Kennedy Center Production Management before any supplies or equipment can be purchased. Reimbursement is processed after signing the appropriate petty cash form and submitting receipts.

# ARTICLE IX PENSION, WELFARE AND ANNUITY

<u>Section 9.1. Pension Fund:</u> Management shall contribute to the Pension Fund of Make-up and Hair Stylists, Local 798 a sum equal to seven percent (7%) of gross salary for each week of employment of any weekly employee hereunder effective for the terms of this Agreement.

 $\underline{Section~9.2.~Welfare~Fund:}~Management~shall~contribute~to~I.A.T.S.E.~Welfare~Fund~a~sum~equal~to~fourteen~percent~(14\%)~of~gross~earnings~for~each~week~of~employment~effective~for~the~term~of~this~Agreement.$ 

Section 9.3. Annuity Fund: Management shall contribute to the "I.A.T.S.E. Annuity Fund" a sum equal to thirteen percent (13%) of the gross earnings of each employee hereunder, whether engaged on a weekly or daily basis effective for the term of this Agreement. In addition, individual Employees designated as "qualified participants" by the Union and under the terms of the Trust Agreement, may elect to deduct an additional amount of their gross wages for contribution to the Annuity Fund. For such qualified participants, the Employer agrees to execute any necessary paperwork for the National Benefit Fund to allow these contributions.

The Kennedy Center further agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust for each respective Fund as related to the contributions due as set forth hereinabove to the extent that the Kennedy Center agrees to furnish to each respective Fund a statement specifying the names of the employees for whom the contributions are being made, their social security numbers, the dates of their employment and their gross earnings during the period covered, as related to the contributions due as set forth hereinabove.

# ARTICLE X VACATION ALLOWANCE

<u>Section 10.1. Vacation Allowance:</u> Make-up and Hair Stylists shall be entitled to a vacation allowance which shall constitute a four percent (4%) contribution of gross earnings and shall be added to each employee's weekly payroll check.

# ARTICLE XI EDUCATION AND TRAINING FUND

Section 11.1. Education and Training Fund: The Kennedy Center shall make an annual contribution of \$750.00 to the I.A.T.S.E. Entertainment & Exhibition Industries Training Fund upon receipt of an invoice from said Fund.

### ARTICLE XII HOLIDAYS

#### Section 12.1. Holidays:

- (a) For work performed by Local 798 employees on the following legal holidays, the rate of one and one-half (1-1/2) times the applicable straight-time rate shall be paid: Martin Luther King Day, President's Day, Juneteenth, Christmas Eve Day (December 24), Veteran's Day (November 11).
- (b) For work performed by Local 798 employees on the following legal holidays, two (2) times, or double the applicable straight-time rate shall be paid: Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, Christmas Day (December 25), and New Year's Day (January 1).
- (c) For hours worked on any of the holidays specified in Section 12.(a) and 12.(b) above, Employees shall be credited up to eight (8) hours towards their forty (40) hours of straight time.

Section 12.2 Ninth Performance: All performances in excess of eight (8) in any week shall be paid at one and one-half (1-1/2) times the applicable straight-time rate of pay, except when such performances fall on double-time holidays or take place between the hours of 12:00 midnight and 8:00 a.m., for which performances employees shall be paid at the applicable rate of pay.

<u>Section 12.3. Ninth Performance on Holidays:</u> In the event that a ninth (9th) (or more) performance is played on any such holiday, all stage employees working such ninth (9th) (or more) performance shall be paid at two (2) times or double the applicable straight-time rate of pay.

### ARTICLE XIII PARKING

<u>Section 13.1. Parking:</u> All employees covered under this agreement shall pay for parking at the same discount rate applicable to Kennedy Center employees.

#### ARTICLE XIV PRIOR OBLIGATION

<u>Section 14.1. Prior Obligation:</u> As Local 798 is a local of the I.A.T.S.E 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.

### ARTICLE XV NON-DISCRIMINATION

<u>Section 15.1. Non-Discrimination:</u> There shall be no discrimination by the Employer or Union against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age, disability, genetic information, marital status, parental status, veteran status, political affiliation, union membership, retaliation for protected activity, or any other status protected by Federal law or regulation.

### ARTICLE XVI GRIEVANCE AND ARBITRATION

<u>Section 16.1. Grievance and Arbitration:</u> 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) Between Management's representative and the Business Representative of Local 798 or their designated representative.
- (b) If not so resolved, between the offices of the Kennedy Center and the General Office of I.A.T.S.E.
- (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 American Arbitration Association with each side to share equally the fee of the arbitration and otherwise to bear its own expense.
- (d) The Union agrees not to engage in any strike, slowdown or interruption of work while the matter is being resolved. There shall be no strike, work stoppage or interruption in protest of any resolution of the arbitrator and no lock-out by the Center during this time.

### ARTICLE XVII DUES CHECK-OFF

<u>Section 17.1. Dues Check-Off:</u> The Management agrees to deduct from the Local 798 employee's salary union dues, provided that a lawful authorization form has been signed by the employee and submitted to Management.

# $\frac{ARTICLE\,XVIII}{TERMS\,OF\,CONTRACT}$

Section 18.1. Terms of Contract: This Agreement shall be for a term of four (4) years commencing on September 30, 2024 and expiring at midnight on September 24, 2028. At least sixty (60) days prior to its expiration date each party to this Agreement shall furnish the other with a description of the contract changes, if any, which the party proposes to offer in negotiations for a successor Agreement. Immediately upon the exchange of such proposals, the parties will commence negotiations for the purpose of agreeing upon a renewal Agreement to take effect immediately upon the expiration hereof.

In the event that neither of the parties submits such proposal to the other at least sixty (60) days prior to the expiration date of the Agreement, then the Agreement shall remain in full force and effect until (60) days after one of the parties submits such proposal to the other.

# ARTICLE XIX AUTHORIZATION

<u>Section 19.1 Authorization:</u> The written deduction authorization form shall be in substantially the following form:

AUTHORIZATION FOR DEDUCTION OF UNION DUES International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 798.

Employer	Date
Dues as shall be certified by the Secre official) of the International Alliance Moving Picture Technicians, Artists	ted to deduct from my wages all Union etary, Treasurer (or other authorized of Theatrical Stage Employees, and Allied Crafts of the United States ame to the said Secretary, Treasurer,
thereafter, unless I give you and the U	hall be irrevocable from year to year Jnion written notice of revocation not end of any subsequent yearly period.
Signature	
Name	
Address	
Social Security#	
Telephone	
CT7'.4	

IN WITNESS WHEREOF, the Kennedy Center and Local 798 have duly executed this Agreement, as of the date set forth above.

ГНЕ JOHN F. KENNEDY CENTER FOR THE PERFORMING ARTS	MAKE-UP ARTISTS AND HAIRSTYLISTS UNION, LOCAL 798, I.A.T.S.E.
By:Glenn Turner	By:
	Daniel D. Dashman
Date:	Date: September 27, 2024