

**AGREEMENT BETWEEN
MAKE-UP ARTISTS AND HAIR STYLISTS UNION LOCAL 798 IATSE AND
PRODUCTION AND CONCESSIONS POTO, LLC**

June 16, 2025

Agreement effective May 1, 2025 – January 31, 2028, between Production and Concessions POTO, LLC located at 218 West 57th Street New York, NY (herein referred to as “Management” or, “Employer” or “POTO”) and Make-Up Artists and Hair Stylists Local 798 (herein called Union):

1. Application:

- a. Management agrees to recognize Local 798 as the exclusive bargaining representative for all Makeup Artist and Hair Stylist (“HMU”) employees in its employ and agrees to the following terms and conditions.
- b. Management agrees that all employees shall be required as a condition of continued employment to be or become, and to remain, members in good standing of Local 798 by no later than the 31st day following the date of this Agreement or, the date of their employment, whichever is later.

2. Recognition:

- a. The term “employee” or “employees” as used in this agreement shall mean HMU Department Heads, Assistants, Artists and anyone providing work falling within the traditional jurisdiction of Local 798. The term “management” or “employer” in this agreement shall mean “Production and Concessions POTO, LLC”. The term “union” in this agreement shall mean Make-Up Artists and Hair Stylists Local 798, IATSE.
- b. The scope of this Agreement and the jurisdiction of Union hereunder shall extend to but not limited to all Hair Styling and cutting, Wig work, Makeup application and removal, Prosthetic application and removal, Tattoo application, coverage and removal and other related work recognized in the industry as falling within the jurisdiction of the Union performed at the Employer's facility in connection with all theatrical-type productions and all theatrical work connected to said productions/events, including but not limited to "loading in" and "loading out," handling, installation, operation, assembling, and dismantling of any and all craft equipment. Hair/Wig and Makeup/Prosthetic jurisdiction includes the loading and unloading of such craft equipment in the building. None other than employees of the Employer under the terms of this Agreement shall perform any of the work coming within the jurisdiction of the Union as described herein.
- c. In the event the space typically used by the employer is used by a third-party renter where HMU facilities are used HMU employees covered by this agreement will be engaged.

3. Wages:

- a. All wages will be paid in one hour increments.
- b. Wages for all work under this agreement shall be as follows: (These rates are minimums and

employees are allowed to negotiate for increased rates.)

	May 1, 2025	February 1, 2026	February 1, 2027
		4%	4%
HMU Heads	\$40.00	\$41.60	\$43.26
Specialty Work	\$40.00	\$41.60	\$43.26
HMU crew	\$32.00	\$33.28	\$34.61

- c. Specialty work is any HMU work requiring special ability and workmanship. By way of example only this will include but not be limited to, wig ventilation, hair cuts, lace replacement and repair, specialty braiding, wig fitting, prosthetic application and removal, tattoo preparation, tattoo coverage, personalized skin care analysis, air brushing, etc. The determination regarding what constitutes special ability and workmanship, and whether a certain task qualified for the rate defined herein shall be determined by the Employer, in conjunction with the HMU Head, prior to the work being performed.
- d. Any equipment expressly requested by Management (other than a standard kit of scissors, brush, comb, etc.) shall be paid for by the Employer at the rate of sixty dollars (\$60.00) per day. (Preference by an employee for personal equipment otherwise provided by Employer shall not incur a kit fee.) If the cost of expendables exceeds the kit fee, receipts for the overage submitted to Employer shall be reimbursed.
- e. Because of the environment Production shall provide employees with clothing/costumes.

4. Basic Crew:

- a. All regular HMU employees will each be guaranteed a minimum of forty (40) hours of work per week. The employer may hire HMU employees in addition to the regular crew as needed on a per diem basis. There shall be one Head for Hair and one Head for Makeup.
- b. During the tech rehearsal period the employer shall have the option in consultation with the HMU department head, of bringing in additional stylists/artists(s) on a daily basis, as needed for a reasonable period, to perform stylist/artist duties to be eventually assumed by the HMU department heads or their full-time crew.

5. Benefits:

- a. Benefits for all work under this agreement shall be as follows:

	May 1, 2025	February 1, 2026	February 1, 2027
Pension	7.00%	7.00%	7.00%
Health & Welfare	13.00%	13.50%	14.00%
Annuity	9.00%	9.50%	10.00%
IATSE TTF	0.25%	0.25%	0.25%
Extra Employee Vacation Allowance	0.00%	0.00%	3.00%

- b. Vacation:
 - i. All full-time employees will accrue paid vacation time, according at a rate of one (1) day per calendar month. At the end of each calendar year, fifty percent (50%) of unused accrued paid vacation time will roll over into the following calendar year. At the end of a full time employee's employment, unused accrued paid vacation time shall be paid out at a rate of fifty percent (50%) of their hourly rate.
 - ii. For Extra Employees: Vacation allowance will be paid on annual gross earnings in the first payroll period after January 1st in each contract year.
 - iii. Benefit fund contributions will be paid on vacation payments.

- c. Effective May 1, 2025, a contribution equivalent to thirteen (13%) percent of gross wages shall be paid into the IATSE National Health & Welfare Fund Plan C on behalf of all employees. Effective February 1, 2026, the contribution will increase to thirteen and a half (13.5%) percent. Effective February 1, 2027, the contribution will increase to fourteen (14%) percent.
 - i. The Employer further agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for the IATSE National Health & Welfare Fund, as restated September 22, 2005, and as amended, and that Fund's Statement of Policy and Procedures for the Collection of Contributions Payable by Employer to be received one week after the work period.

- d. Local 798 Pension Fund
 - Effective May 1, 2025, a contribution equivalent to seven percent (7%) of gross wages shall be paid into the Local 798 Pension Fund.

- e. Local 798 Annuity Fund
 - 1. Effective May 1, 2025 a contribution equivalent to nine percent (9%) of gross wages shall be paid into the IATSE National Annuity Fund. Effective February 1, 2026, the contribution will increase to nine and a half percent (9.5%) of gross wages. Effective February 1, 2027 the contribution will increase to ten percent (10%) of gross wages.
 - 2. The Employer further agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for the IATSE National Health & Welfare Fund, as restated September 22, 2005, and as amended, and that Fund's Statement of Policy and Procedures for the Collection of Contributions Payable by Employer to be received one week after the work period.

- f. IATSE Training Trust Fund
 - 1. The Employer shall contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund during the term of the Agreement the amount of one-quarter percent (.25%) of gross wages paid an employee covered under this Collective Bargaining Agreement. All contributions to the Fund shall be payable no later than the fifteenth (15th) day of the month for the hours worked in the preceding month. All contributions shall be payable to the IATSE Entertainment and Exhibition Industries Training Trust Fund, and sent to 10045 Riverside Drive, Toluca Lake, CA 91602, along with a list of all covered employees and the total gross wages paid to each employee in the reported month. Employer agrees to be signatory to the IATSE Entertainment and Exhibition Industries Training Trust Fund, established June 22, 2011 ("Trust Agreement"), and to abide by and be bound by its terms and conditions, and any amendments thereto, and all policies and procedures of the Fund, including Collection of Contributions Payable by Employers, as related to the contributions due as per the above references collective bargaining

agreement.

6. Local 798 401(k) Plan:

In addition, individual Employees under the terms of the Trust Agreement, may elect to deduct an additional percentage of their gross wages for contribution to the IATSE National Annuity Fund. For such employees, the Employer agrees to make such requested deductions and contributions to the Annuity Fund. The Employer agrees to execute any necessary paperwork for the National Benefit Fund to allow these contributions

- i. No Employer contributions will be made to the 401(k) Plan and the employer shall not be deemed a sponsor of the plan.
- ii. Either the union and/or the participants in the plan shall pay all startup costs as well as any management or administrative costs.
- iii. The plan will be administered by the IATSE National Annuity Fund.

7. Work Week: The work week will be defined as Monday through Sunday, with one day off.

8. Direct Deposit: Employees shall be given the option of direct deposit to the bank of the employee's choice at no cost to the employee.

9. Minimum Calls: The minimum call shall be as follows:

- a. Work Call: 4 hours
- b. Load In: 4 hours
- c. Load Out: 4 hours. Employees working a performance may be paid, after that performance, on an hour by hour basis for load out with no additional minimum call necessary.
- d. A Performance Call shall be 4 hours and may begin either at 60 minutes or 90 minutes prior to advertised curtain time. All performance calls end when the production Stage Manager goes off Comms and their last cue is given. The work of blocking and resetting of wigs, removing and cleaning prosthetics and other after performance work shall not exceed fifteen (15) minutes after this cue. HMU employees may reset the performance space during the performance call.
- e. Where there are three or more performances in a day of no more than 90 minutes per performance in a single performance space, management may choose to pay for all performances on hours worked with a minimum 8-hour call, provided that there are no more than 8 hours between the start of the call in continuity with the first performance and the end of the last performance. Any time spent on performances thereafter shall be at double time.
- f. Continuity Calls of up to two (2) hours may be scheduled before or after any call. (If the work exceeds two (2) hours after the performance, the employees will be entitled to a 4-hour minimum call)
- g. All training time is paid time. However, online training does not have a minimum call requirement. Online training time will be counted to the next full hour for purposes of paid time.
- h. Calls before noon unrelated to a matinee shall have a six hour minimum call.
- i. A rest period of five minutes shall be allowed in each hour during non-performance calls, which may be staggered.

10. Overtime:

Time and one half the basic hourly rate will be paid under the following circumstances:

- a. All hours worked in excess of eight (8) hours in a day.
- b. All hours worked and paid at the straight time rate in excess of forty (40) in a week.

- c. All performances in excess of two per day (when being paid by the performance).
- d. All hours worked between Midnight and 8.00 a.m on Work Calls, Continuity and Show Calls shall be paid at the rate of time and a half. This premium does not apply to Nightlife and Bar Operations.
- e. Overtime of one and one-half times (1.5x) the straight-time hourly rate shall be paid for a ninth (9) performance of the same attraction in a week excluding 7/9 Holiday split weeks. (i.e., if in two adjacent weeks, because of a holiday, the performance schedule is adjusted so that a week has seven (7) performances and the adjacent week has nine (9) performances, provided that there are no more than sixteen (16) performances over said two (2) weeks, the seven (7) performance week shall be paid at seven (7) straight time performances and the contiguous nine (9) performance week shall be paid out at nine (9) straight time performances.

Double the basic hourly rate will be paid under the following circumstances:

- a. All hours worked on the seventh (7th) consecutive day in a work week.
- b. All hours worked in excess of sixteen (16) per day.

The highest rate at which an employee may be compensated under this agreement is double the employee's applicable straight time rate. Nothing in this section alters any meal period payments resulting from Article 14 "Meal Period".

- 11. **Holidays:** Management will observe the following nine (9) holidays: New Year's Day, , Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day (Observed), Thanksgiving Day, and Christmas Day. All work on holidays will be paid at one and half (1 ½ x) times the employee's basic applicable rate, except that New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day will be paid at double time (2x). Each holiday shall be celebrated on the day it is legally observed by the government.
- 12. **Sick Leave:** All employees will earn one (1) hour of sick/personal time per thirty (30) hours worked to a maximum of fifty-six (56) hours in a calendar year. Up to fifty-six (56) hours of sick time shall carry over from year to year, but no employee may use more than fifty-six (56) hours of sick/personal time in a given calendar year. Sick/personal time shall not be paid out.
- 13. **Rest Period:** All HMU Employees will receive a rest period of ten (10) hours from the conclusion of one day's work before the commencement of the next day's work. Each hour that invades the ten (10) hour period, shall be paid at double time (2x) time.
- 14. **Meal Period:** All HMU employees shall be given a one full hour unpaid meal period no later than six (6) hours from the start of the work call or from the end of the last meal period. If a timely one-hour meal period is not given, then the employees will receive, in addition to their prevailing rate, one additional hour of pay at their applicable hourly rate, provided that no payments due under this section may exceed the double time and ½ rate.
- 15. **Call Cancellations:** If a call is canceled, twelve (12) hours or more notice of the cancellation is required or employees will be paid the minimum call at applicable rates.
- 16. **Force Majeure:** In the event of a fire, significant power failure, act of nature, war, Declaration of Emergency by civil authorities or the inability of an artist to perform for any reason outside of the Employer's control, which requires Management not to operate as scheduled the twelve (12) hour notice provided for in Paragraph 17 shall not apply (in which case only if an employee reports to work prior to

the cancellation will the employee receive the minimum call for the day) and the guarantee under Article 5(c) will be suspended.

17. HMU Removal:

- a. The HMU Head shall be notified in advance when HMU is to be removed from the venue for any purpose.
- b. When a show does not have its own HMU personnel responsible for the HMU or when requested by management, a Dresser shall accompany all HMU removed from the venue that is to be worn by performers at another location.

18. Union Access: The Business Representative of the Union, or their designee, shall be admitted to the employer’s premises for the purpose of discharging Union business.

19. Non-Discrimination and Diversity Efforts: Neither Management nor the Union shall in any manner discriminate against any employee or applicant for employment by reason of race, color, national origin, ancestry, genetics, religion, disability subject to reasonable accommodation, alienage or citizenship status, marital status, creed, height or weight, veteran’s status, gender, sex, gender identity or gender expression, sexual orientation, or union membership.

The Union and the Employer agree to cooperate in their efforts to engage in ongoing discussions with the goal of promoting diversity in the hiring of Local 798 represented classifications. Topics of discussion may include (1) examining characteristics of the labor pool; (2) sharing information and discussing ways to improve existing initiatives; (3) developing new initiatives aimed at increasing the employment of under-represented groups, including but not limited to women, people of color, people with disabilities, LGBTQ individuals and (4) developing criteria to benchmark success in these areas.

20. Health and Safety: Management will provide a safe and healthy workplace environment.

21. Storage: Management will make a good faith effort to provide a safe and secure location for storage of Employees’ belongings while they are working. In addition, Management agrees to provide facilities for HMU employees to secure their small personal effects and bags during performances and work calls.

22. Media: When the Employer’s facility is used for the purpose of filming, audio and/or video recording, telecasting and/or streaming for commercial end use, all Employees employed on the performance call being recorded for film/broadcast/audio will receive a flat fee of:

23.

	May 1, 2025
TV Broadcast	\$450.00
Commercial/Premium Cable	\$450.00
Pay Radio	\$450.00
Filming as negotiated	
Streaming	\$350

These payments will be subject to the annual increases in this agreement.

Publicity/promotional/advertising shooting/recording may be done when the crew is on call for another

purpose (e.g., rehearsal, pre-set/continuity call, work call, performance) without any additional compensation provided that such recording is limited to 60 minutes of recording time and 15 minutes of usage time.

A commercial end use is defined as any product directly sold to any party or consumer for which either a financial transaction or a fee is charged for access. Commercial products do not include materials for publicity and promotion for the artist, managed event client, or POTO. Further, "commercial end use" shall not include archival video, donor or other free distribution, local public television, or public radio broadcast.

Any event that is utilized or sold as a commercial end product, as defined in the preceding paragraph (e.g., video, CD, Pay Per View, or Internet streams that are paid by subscription/fee for access, etc.), shall require a buyout fee as additional compensation for each and any HMU employee working the actual recording or broadcast of the event.

Streaming via the Internet shall not incur a media fee if the stream is freely available for the public. Further, when a commercial end use is streamed through the POTO controlled digital platform (e.g., POTO website, POTO YouTube page, etc.), only a single media fee shall be owed regardless of the number of streamed performances of the same production.

24. **Dues Checkoff:** Upon receipt of authorization from an employee, Management will deduct 5% of all straight-time hours up to 8 hours in a day and 40 in a week (there are no dues owed on over-time, or negotiated over-scale payments only on the underlying straight-time rate) dues check-off to be remitted to the union. The Union shall indemnify and hold Management harmless against any and all claims, demands, suits, penalties or other forms of liability, including court costs and attorney's fees that arise out of this Article or result from the making of the wage deduction herein provided for. The Union assumes full responsibility for the handling and disposition of any funds deducted once such deducted funds are transmitted to the Union.
25. **Disciplinary Interviews:** Before any investigatory disciplinary interview begins, Management will inform the employee that they have the right to request Union Representation during the interview.
26. **Just Cause:** No discharge shall be permitted without just cause. In the event management and the union cannot resolve the dispute, the grievance procedures as provided in this agreement shall apply. At the request of any discharged employee, management shall furnish the union with a letter setting forth the full grounds upon which the employer contends the dismissal was based.
27. **Severance:** All full time HMU employees who have been employed for at least one (1) year shall, in the event of termination of their employment, receive severance pay of one week's pay for each year of service, with a maximum of twenty five (25) weeks of severance pay.
28. **Closings:** All employees working on a show run shall be paid one half of their weekly salary for each week of temporary voluntary closing. A temporary voluntary closing pertains only to those shows that have no performance in the week of voluntary closing. If work is provided in the facility during dark weeks, two (2) weeks' notice must be provided to the HMU employees and Local 798.
29. **Grievance and Arbitration:** In the event of any difference, dispute, grievance, or controversy involving the application or interpretation of any of the terms of this Agreement, or arising from any acts or

omissions of the parties hereto the same shall be resolved in the following manner and order, namely:

- a. Between the Business Representative of the HMU Union and Management in the first instance within ninety (90) days of when the Union knew or should have known about the events leading to the dispute.
- b. If not settled within thirty (30) days, then presented in writing to Management by the Business Representative of the HMU Union and then
- c. If the matter if not resolved after the presentation of the written grievance pursuant to paragraph (b) above either party shall within thirty (30) days have the right to refer the matter to final and binding arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association with each side to share equally the fees of the arbitrations and otherwise to bear its own expense.
- d. These timelines may be extended with written consent of both parties.

30. Management maintains the right to make and modify reasonable work and conduct rules and require their observance.

- a. During the term of this Agreement the Union agrees not to strike and the Employer agrees there shall be no lockouts of the Employees.
- b. It shall not be a breach of this Agreement, and it shall not be a case for discharge or disciplinary action, if any Employee refuses to cross any lawful primary picket line.
- c. As Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, nothing in this Agreement shall ever be construed to interfere with any obligation which Union owes to such International Alliance by reason of a prior obligation; but this shall in no event be construed as contravening any applicable state or federal laws.

31. **Successors and Assigns:** This Agreement shall be binding on any and all successors and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation or otherwise. The Employer shall give the Union reasonable advance notice in writing of any such transaction the Employer shall make it a condition of any such transaction that the successors or assigns shall be bound by the terms of this agreement.

This Agreement shall remain in full force and effect from May 1, 2025 through January 31, 2028.

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

Production and Concessions POTO, LLC

By: *Daniel D. Dashi*

Signed by: *Evan Bernardin*
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Date: *6/25/2025*

Date: 6/24/2025