

AGREEMENT BY AND BETWEEN  
NATIONAL THEATRE GROUP, LLC  
FOR THE NATIONAL THEATRE  
AND  
HAIR STYLISTS AND MAKE-UP ARTISTS  
LOCAL NO. 798, I.A.T.S.E.

September 26, 2023

THIS AGREEMENT is entered into by and between The National Theatre Group, LLC (the "Employer") and Make-Up Artists and Hair Stylists Local No. 798, I.A.T.S.E., AFL-CIO, CLC (the "Union"). The parties hereby agree to the following conditions with respect to employment of Make-Up Artists, Hair Stylists, and Wig employees by The National Theatre.

I. 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 live shows in and/or by the Employer, all such Make-Up Artists and Hair Stylists being sometimes referred to hereinafter as "Employees".

II. JURISDICTION – MAKE-UP ARTISTS AND HAIR STYLISTS: The duties of 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 Management: application, removal, cleaning, blocking, setting, styling, coloring, applying chemical treatments such as permanents and straightening, braiding, maintenance and repair of all head, body and facial hairpieces including natural hair, hairpieces, and wigs; 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 the Union or to affect existing practices.

III. UNION ACCESS TO WORKPLACE: The Business Representative of Local 798 or a duly authorized representative shall have access to the theatre at all reasonable times for the purpose of performing legitimate union business.

IV. PRIOR OBLIGATION: As Local 798 is a local of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, CLC, 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 law.

V. TERM OF AGREEMENT: This Agreement shall be for a term of two (2) years, commencing on September 25, 2023 and expiring on September 21, 2025.

VI. SCHEDULE OF APPLICABLE RATES OF PAY AND FRINGE BENEFITS:

1. All Make-Up, Hair and Wig personnel shall be paid an applicable rate of pay determined in accordance with the following wage scale for all work except as otherwise provided for herein.

2. Rates of Pay shall be as follows:

Head Make-Up Artist & Hair Stylist salaries are subject to negotiation.

MAKE-UP, HAIR & WIG ASSISTANT

PER PERFORMANCE:

		9/25/2023- 9/22/2024	9/23/2024- 9/21/2025
Up to eight (8) Per Week	First Hire	\$166.01	\$186.68
	All Other	\$157.19	\$176.80
In excess of eight (8) per week or two (2) per day	First Hire	\$249.01	\$280.02
	All Other	\$235.79	\$265.20
Sunday and 1.5x Holidays	First Hire	\$249.01	\$280.02
	All Other	\$235.79	\$265.20
2x Holidays	First Hire	\$332.01	\$373.36
	All Other	\$314.39	\$353.60

BROKEN TIME:

Unpacking during take in, dress rehearsals, cleaning, maintenance, repair, casting, picture calls, etc. per hour.

First Hire	\$41.50	\$46.67
All Other	\$39.30	\$44.20

Hours in excess of eight (8) per day or forty (40) per week compounded

First Hire	\$62.25	\$70.01
All Other	\$58.95	\$66.30

Hours after Midnight or before 8 AM or Sundays and 2X holidays

First Hire	\$83.00	\$93.34
All Other	\$78.60	\$88.40

Employees packing out in connection with a performance call shall be paid an additional two (2) hours: one (1) hour for packing during the performance, and one (1) hour for packing after the performance. Any time worked in excess of one (1) hour after the performance shall be compensated in one (1) hour increments at the applicable hourly rate.

Pack Out	First Hire	\$83.00	\$93.34
	All Others	\$78.60	\$88.40
Pack Out after	First Hire	\$83.00	\$93.34

Midnight per hour	All Others	\$78.60	\$88.40
Pack out on Sunday	First Hire	\$62.25	\$70.01
Or 1.5x Holidays	All Others	\$58.95	\$66.30

3. WIG/MAKE-UP CONSTRUCTION: Hair/Make Up personnel called for the express purpose of major alterations, wig or prosthetic construction or wig or prosthetic reproduction shall be paid the following hourly wage rates, subject to the usual overtime, Sunday, and holiday wage rules.

Construction Rate	First Hire	\$45.20	\$50.37
	All Other	\$43.00	\$47.90

4. KIT FEES:

a) Broadway Touring Shows: When not supplied by management there shall be a forty dollar (\$40) per performance fee for supplying basic kit for the job. The fee will be paid per performance up to a maximum of eight (8) performances per week. Any expendables are to be prior requested and reimbursed upon presentation of a receipt.

b) Special Event Celebrity, Still Photography and/or Video/Broadcast When not supplied by management there shall be a one hundred twenty-five dollar (\$125) kit fee per performance. Any expendables are to be prior requested and reimbursed upon presentation of a receipt Special request make-up or hair products must be prior requested and approval obtained for reimbursement if not supplied by management.

c) If management chooses to supply the necessary tools and expendables no kit fee shall be due or owing.

5. FIRST HIRE: In the event that The National Theater employs two (2) or more Make-Up and Hair personnel, the union will designate one (1) of those employees as First Hire. The First Hire shall be paid the First Hire Rate in Article VI.2 above subject to the usual overtime, Sunday and holiday wage rules.

6. APPLICABILITY: This Agreement shall be applicable to National Theatre productions and presentations only and is not intended to limit the right of traveling producers to employ individuals under the International's (IATSE) Traveling Make-Up Artists and Hair Stylists Contract ("Pink Contract").

7. MANDATORY STAFFING: This Agreement does not require mandatory staffing by The National Theatre.

8. HIRING RECOMMENDATIONS: The parties acknowledge that, in the event that a representative of Local 798 is not on site at The National Theatre, the Employer may obtain recommendations for Make-Up Artists and Hair Stylists employees from representatives of Local 798, IATSE. In particular: the area Steward, the Field Representative and the Live Theatrical Business Representative.

9. NO DISCRIMINATION: Neither the employer nor the Union shall in any manner discriminate against any employee or applicant for employment by reason of age, disability, national origin, race, religion, genetics or sex (gender), and both parties shall comply with all applicable provisions of District of Columbia and federal laws.

10. HOLIDAYS:

- a) New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day, shall be paid at two (2) times, or double the applicable minimum hourly and performance rates.
- b) President's Day, Martin Luther King Day, Columbus Day, and Veteran's Day shall be paid at one and one half (1½) times the applicable minimum hourly and performance rates.

Up to eight (8) hours worked on a holiday designated in 10.a. and 10.b. above shall be credited toward the 40 hours needed to achieve overtime. This will not allow overtime hours to be applied to hours already at one and one half time (1½) rates.

11. COST OF LIVING ADJUSTMENT:

- a) For each year of this agreement, if the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for Washington, D.C., Maryland, and Virginia Metropolitan Area cost of living index figure for the months of May and July (averaged), for the current year as published by the U.S. Bureau of Labor Statistics, is more than four and one-half percent (4.5%) higher than such figure for the months of May and July (averaged), of the previous year, then in such event, all of the rates of pay specified above shall be increased by the amount of such excess percentage but in no event more than two percent (2%), and the dollar increases resulting there from shall automatically be added to the rates of pay beginning with the next year of the agreement.
- b) Monetary increases during the term of this Agreement may be placed in wages or benefits at the option of the Union after due notice and approval by the Employer.

12. VACATION: Employees shall accrue vacations at the rate of four percent (4%) of gross weekly earnings in Year 1 of the Agreement and five percent (5%) of gross weekly earnings in Year 2 of the Agreement, which amount shall be added to the weekly wages of said employees for the computation of payroll taxes, benefits and withholding requirements, including service fees, and paid out to said employees on a weekly basis as net earnings.

13. BENEFITS: Contributions at the applicable rates specified below shall be remitted to the "Pension Fund of Make-Up Artists and Hair Stylists Local 798," "I.A.T.S.E. National Health and Welfare Fund," a "I.A.T.S.E. Annuity Fund," and the "I.A.T.S.E. Training and Education Trust Fund":

- a) The Employer shall contribute to the "Pension Fund of Make-Up Artists and Hair Stylists Local 798," the sum of seven percent (7%) of gross salary for each week of employment for each employee hereunder throughout the term of the Agreement.
- b) The Employer shall contribute to the "I.A.T.S.E. National Health and Welfare Fund," the sum of twelve and a half percent (12.5%) of gross salary for each week of employment for each employee in Year 1 of the Agreement and thirteen and a half percent (13.5%) of gross salary for each week of employment for each employee in Year 2 of the Agreement.
- c) The Employer shall contribute to the "I.A.T.S.E. Annuity Fund," the sum of thirteen percent (13%) of gross salary for each week of employment for each employee hereunder throughout the term of this Agreement such contribution shall be made by check payable to the "I.A.T.S.E. Annuity Fund" no later than the 10<sup>th</sup> of each month in respect to all employment during the preceding month in which contributions were payable. In conjunction with each such payment, Employer shall submit a remittance report showing the names of the employees for whom contributions are being made, their Social Security Numbers, their dates of employment, and their gross earnings as well as the amount of contributions paid for them. Interest at the prime rate compounded monthly from the due date shall be payable on all late payments of contributions. The parties hereto agree to execute the standard form of Participation Agreement provided by said Annuity Fund and the filing thereof with such Fund shall be a condition of their participation therein.

d) The Employer shall contribute to the "I.A.T.S.E. Training and Education Trust Fund" the sum of one-quarter of one percent (0.25%) of gross salary for each week of employment for each employee hereunder throughout the term of this agreement.

## VII. CALLS:

1. For performances running after midnight, any time worked after midnight is to be paid at the double time rate. All broken time calls shall be for a minimum four (4) hours, except as provided for picture calls and continuity calls. All time in excess of the four (4) hour minimum call shall be on an hourly basis, other than the two (2) hours prior to, or the two (2) hours following a performance, all picture calls shall be for a minimum of four (4) hours.

2. Make-Up and Hair personnel may be called for one or two hours immediately prior to performance calls on the basis of continuity. All Make-Up and Hair personnel required for handling of hairpieces, make-up, and prosthetics to be used for the picture call must be employed. All hairpieces and prosthetics must be accompanied by a member of the Union when removed from place of employment, except when removed for cleaning, repairs, etc.

a) Performance Hours: A performance shall consist of the time between one-half hour prior to the advertised curtain time of the first scene or act until hair pieces are properly stored for the night after the final curtain, and this shall not exceed four (4) hours

b) Cleaning Maintenance. Repair. etc. Pick-Up: In the event that an employee is required to remain up to 20 minutes after a performance to handle any cleaning, maintenance, and/or repair pick-up, the employee shall be paid an additional 2 hours per week at the prevailing rate in effect on the last day of the work week or on the last day of the engagement if the engagement does not end on Sunday. The theatre/ company make-up and hair head shall determine the need and the number of employees necessary to perform such work

c) Meals: All make-up and hair employees shall be entitled to a one (1) hour meal period after not less than four (4) hours but not later than after five (5) hours of consecutive work. Employees shall not be paid for such meal period. If the work load does not permit a one (1)-hour meal period, the employer may provide an appropriate meal and employees shall be given thirty (30) minutes without loss of time in which to eat it. . When Employees are required to work beyond five (5) consecutive hours without a meal being provided and paid for by Employer, Employees shall be paid two times (2X) the prevailing applicable hourly rate from the end of the fifth (5<sup>th</sup>) hour for each half hour worked until such time as the crew is broken for a meal period.

d) Work in Sight of the Audience: Any time employees must work in sight of the audience for their unit work, they shall receive one (1) extra hour compensation that shall not be counted towards overtime.

3. At least one (1) member of Local No. 798 must be employed when more than (1) company make up or hair person is employed. This article shall not apply to a solo performer event where the artist travels with their own Hair and/or Make-Up artists.

4. TRAINING: Employees may be called to complete Employer or government mandated training, as set out below:

a) For training scheduled to be completed off-site by Employees, as directed by Employer, Employees shall be paid for the number of hours (rounded up to the next hour) that it takes to complete the training as indicated by the training materials and/or instructor, with a one (1) hour minimum call, paid on an hourly basis in minimum 1-hour increments with full benefits. Employees shall be allowed a minimum of one (1) week from the time they receive notice of the training to provide proof of completion. Employees shall be paid for completed training on the weekly payroll subsequent to the date they submit proof of completion to Employer.

b) Onsite training may be scheduled to be contiguous with any other call, including work calls and performance calls, but shall not be scheduled during a performance call or after the last performance of the day. For example, Employees may be called for training during a continuity call as outlined in Section VII.2 above, and such training time shall count toward consecutive hours worked for purposes of the meal period in Section VII.2.c. above.

VIII. GRIEVANCE PROCEDURE:

1. All disputes, controversies, or grievances arising out of this Agreement, or in the interpretation of any of the provisions hereof shall be settled and disposed of within seven (7) days after Notice of such dispute, controversy, or grievance shall be given by Union to the Employer or Employer to the Secretary of the Union, as the case may be, or
2. The matter in dispute shall be settled and determined by a committee of two (2) persons or their alternates designated by the Union and by a like number of persons or their alternates designated by employer. This committee shall be known as the Joint Conference Committee
3. Unless a majority of the persons, after being so designated, shall settle and determine the matter within such period of seven (7) days, the same may be referred, within fourteen (14) days following the failure of the Joint Conference Committee to settle and determine, by either party (Employer or Union) to the American Arbitration Association for final binding determination.
4. Pending the determination of the matter, no step shall be taken by either party to enforce its demands and the matter shall remain in status quo pending decision. Both parties agree that a report of any grievance may be made over the telephone or in person and later confirmed in writing by either party and both parties agree that they will have available their respective representatives for the hearing of such matter within a period of seven (7) days.

IX. UNION DUES CHECKOFF AND AUTHORIZATION:

1. Union Dues Check off. The employer will deduct and pay to the Union the regular amount of assessments established by the Union Constitution and By-Laws from the pay of each employee covered by this agreement who voluntarily authorizes and directs the employer to make such deductions. Each such authorization shall be in writing in the form prescribed below and shall be governed by the provisions thereof and of the National Labor Relations Act, as amended, as if such Act were applicable to the Employer and the Union. The Union shall notify the employer in writing who the payee of checks for such deductions shall be, and the name and address of the person to whom such checks are to be sent. The employer shall be entitled to rely on such notices until receipt of a written modification thereof. The employer shall transmit to the Union not later than the seventh (7<sup>th</sup>) day following the applicable payday, for which the deductions are made, a check for the total amount deducted together with a statement showing the name of each employee and the amount paid on his or her behalf. The Union agrees to indemnify the Employer from any claim by an Employee that any deductions under this provision are improper, provided that Employer will remit to the Union the completed Authorization For Dues Check-off Forms, as referenced herein, and applicable monies withheld.
2. Authorization: The written deduction authorization shall be substantially the form in Appendix I appended to this document
3. 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 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 he/she comes 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 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. The Union agrees to indemnify the Employer from any claim by an Employee that any termination under this provision is improper.

X. STRIKES/PICKET LINES: The Union agrees not to conduct, cause, or permit any strike, picketing, work stoppage, slowdown, or other interruption of or interference with the Employer's business during the term of the Agreement. Notwithstanding the above, as per Article IV herein, the Union shall not require any of its members employed hereunder to cross a legal picket line established or sanctioned by any other I.A.T.S.E. union or other A.F.L.-C.I.O. affiliate to the extent such union has a legitimate grievance filed against Employer, nor shall any Employee be penalized by reason of refusal to cross such picket line; provided however, that Employer may take all steps necessary to provide for the continuation of its theatre and other operations as permitted by law. The Employer agrees not to lock out the Employees during the term of this Agreement.

XI. MANAGEMENT RIGHTS

1. The Parties hereby confirm that the management of the Theatre and the direction of the working force is vested exclusively in the Employer to the extent not otherwise abridged by this Agreement, including, but not limited to, the right to schedule work; to assign work and working hours to Employees; to establish quality and production standards and the most efficient utilization of Employees' services; to hire (subject to Article VI Section 8 herein), retain, transfer, promote, discipline, suspend, discharge for just cause, layoff or relieve Employees from duty because of lack of work; and to install and utilize the most efficient equipment. The Employer shall have the right to make and enforce reasonable work rules and policies not inconsistent with the provisions of this Agreement.
2. The Employer retains the right to set staffing levels consistent with the provisions of this Agreement.
3. Just Cause may include but is not limited to dishonesty, willful misconduct, incompetence, drinking, illegal drug use or drunkenness on the job, gross or repeated insubordination, substantiated misfeasance or non-feasance of assigned work, or participation in a proven, deliberate unlawful slowdown, work stoppage, or strike in violation of this Agreement.

IN WITNESS, WHEREOF, The National Theatre Group, LLC and the Union have duly executed this Agreement, this 10th Day of June, 2024.

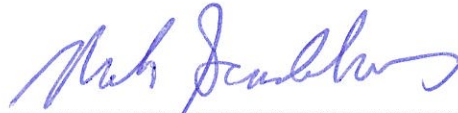
Accepted and Agreed Subject to ratification by the Union by



BY: Mr. Daniel D. Dashman  
Live Theatrical Business Representative  
Make-Up Artists and Hair Stylists  
Local 798, I.A.T.S.E., AFL-CIO, CLC

June 10, 2024

Date



BY: Nick Scandalios  
Chief Operating Officer  
National Theatre Group, LLC For The National Theatre

6/17/24

Date

APPENDIX I

AUTHORIZATION FOR DUES CHECK-OFF

Effective immediately from the first day of hire, the undersigned assigns to Make-Up Artists & Hair Stylists Local 798, I.A.T.S.E. five percent (5%) of the contractual minimum wages per day of wages earned. The undersigned authorizes and directs his/her employer to deduct such five percent (5%) from his/her wages and to remit the same to said union. The assignment shall be irrevocable for a period consisting of either one year or until termination of the applicable collective bargaining agreement, whichever is sooner, and shall be automatically renewed, with the same irrevocability, for a successive like period unless cancelled by the undersigned in writing before the expiration of such period.

All dues checks should be made out to Local 798 and mailed to: Make-Up Artists & Hair Stylists Local 798, 70 West 36th Street, New York, NY 10018.

Production Company: \_\_\_\_\_

Employee Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

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