

**MAKE-UP ARTISTS AND HAIR STYLISTS  
LOCAL 798  
70 WEST 36<sup>th</sup> STREET SUITE 4A, NEW YORK, NY 10018**

**212-627-0660      FAX 212-627-0664**

**AGREEMENT BETWEEN MAKE-UP ARTISTS AND HAIR STYLISTS LOCAL 798. IATSE  
AND NEW YORK CITY CENTER**

New York City Center agrees, when employing members of Local 798 for its productions, to the following wage and benefit terms:

1. TERM: August 1, 2023 - July 31, 2025

2. WAGES:

Hourly	8/1/23 – 7/31/24	8/1/24 – 7/31/25
Head	\$45.20	\$48.52
Assistant	\$39.42	\$41.94

3. BENEFITS:

- a. A Contribution of 14% gross wages shall be paid into the IATSE National Health and Welfare Fund on behalf of all Hair and Make-up employees.
- b. A Contribution of 4.5% gross wages shall be paid into the IATSE Annuity Fund on behalf of all Hair and Make-up employees.
- c. A Contribution of 7% gross wages shall be paid into the Pension Fund of local 798 on behalf of all Hair and Make-up employees.
- d. Employees will be eligible to take part in the IATSE Annuity Fund 401(k) program.

4. WORK CALLS:

- a. Performances shall be a minimum of 4 hours each.
- b. A work call on the same day as a the Hair Makeup (HMU) employee is scheduled to work a performance shall be for a minimum of four (4) hours.
- c. A work call on a day that the employee is not scheduled to work a performance shall be for a minimum of eight (8) hours.

5. WORK WEEK: Work week shall be from Monday to Sunday.

6. OVERTIME: Time and one Half (1.5x) after 40 hours in a week, and on the following Holidays (New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day,

Independence Day, Labor Day, Indigenous Peoples Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day). All work between Midnight and 8am shall be at two-times (2x) the straight-time hourly rate.

7. MEALS: A one-hour meal period shall begin after the end of the third hour of work and before the start of the seventh hour of work. A meal period shall be followed by no less than two (2) hours of work time. The penalty for failure to give a meal period shall be one (1) hour of pay at the prevailing rate. NYCC shall reimburse meal costs if only a 30 minute meal break is given with no penalty.
8. UNION SECURITY:
  - a. All employees engaged hereunder shall be required, as a condition of continued employment, to be or become, and to remain members in good standing of Local 798 on and after the 31st day following the date of this Agreement or the date of their initial employment. 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 (5) days after written demand for such termination is made by Local 798 upon Management. It is agreed, however, that nothing contained in this Section 4(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 Business Representative of Local 798 shall have access to the theatre at all reasonable times for the purpose of performing legitimate union business. A current list of who the representative should contact is to be maintained between NYCC and Local 798.
9. KIT FEE: In the event that an HMU employee is not provided with the materials and equipment by management to do the job and are thereby required to bring their full kit, a kit fee of \$43 per day for a weekly run or \$125 for a single one-off performance will be payable with the paycheck.
10. RESPONSIBILITIES - 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 theatre or as directed by Management: Application, removal, cleaning, blocking, setting styling, coloring, perming, maintenance and repair of wigs and facial hairpieces; and application of make-up and cosmetics, prosthetics, body make-up and tattoos.
11. GRIEVANCE PROCEDURE: 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:

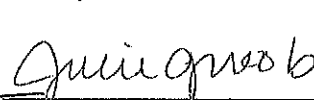
- a. Between the Department Head and Management in the first instance,
  - b. Secondly, between Management and the Business Representative of the Make-Up Artists and Hair Stylists Union Local 798 and then
  - c. If the matter is not resolved pursuant to paragraph (b) above, either party shall have the 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.
12. NO STRIKE, NO LOCKOUT: There shall be no lockout, strike, work stoppage or other interference with or interruption of employment during the term of the agreement by either party to this agreement.
13. UNION DUES: Upon receipt of Authorization, management will deduct 5% of straight-time wages only as dues to be remitted to the union.
14. END OF TERM: At least sixty (60) days prior to its expiration date, 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.

Local 798 IATSE

NY City Center



Daniel D. Dashman



Julie Groob

Business Representative

Vice-President / Chief Operating Officer

3/19/2024

3/19/2024

Date

Date