



MAKE-UP ARTISTS & HAIR STYLISTS

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SPECIAL EVENT AGREEMENT BETWEEN
MAKE-UP ARTISTS AND HAIR STYLISTS UNION LOCAL 798, IATSE
AND
UNLIMITED PRODUCTIONS FOR HAIR STYLIST AND MAKE-UP ARTIST
SERVICES IN THE ENTERTAINMENT FIELD IN AND AROUND
BOSTON, MASSACHUSETTS
FROM September 16, 2023 THROUGH September 15, 2024

1. 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 productions in the theatres and venues in and around the Boston, Massachusetts area, that do not already have an existing collective bargaining agreement for the crafts of hair and makeup.
2. JURISDICTION - 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 venue or as directed by Management: Application, removal, cleaning, blocking, setting styling, coloring, perming, maintenance and repair of wigs and facial hairpieces; and application, removal and coverage of make-up, cosmetics, prosthetics, body make-up, facial and body hair, and tattoos.
3. The Employees working under this agreement shall be paid on an hourly basis at the minimum rate of \$40.95 per hour. The Head (first hired) Employee in each category (Hair or Make-Up) shall be paid on an hourly basis at the minimum rate of \$43.14 per hour. The Assistant Head (designated) Employee in each category (Hair or Make-Up) shall be paid on an hourly basis at the minimum rate of \$42.05 per hour. The minimum call for each Day shall be five (5) hours. The minimum call for each day where the employee is not working a performance shall be eight (8) hours. The minimum call for a load out for an employee that worked the performance shall be one (1) hour. Employer shall deduct 5% of Employee's base straight-time salary up to 8 hours per day and remit to Local 798. Employees shall be hired for a minimum of the scheduled Day.
4. Employer shall also contribute as fringe benefits amounts equal to the following percentages of gross earnings: PENSION – 7.5%, WELFARE – 16%, ANNUITY – 6%, and IATSE Training Trust Fund – 0.5%. Such benefits contributions are to be made no later than the tenth day of the month following accrual but in no event later than the date of the closing of the show, with the exception of VACATION – 8% which shall be included as a separate line on the weekly paystub. If required to bring their kit, a kit fee of \$ 50.00 per performance/rehearsal call shall be paid to each Employee working under this agreement (if expendables exceed the kit fee, the overage shall be reimbursed upon presentation of valid receipts).

5. The Production Company further agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for each respective Fund, to wit: (1) the IATSE National Health & Welfare Fund, (2) the IATSE Annuity Fund, all as restated September 22, 2005, and as amended respectively, and each respective Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contributions due as set forth hereinabove. Pension to be paid to the Local 798 Pension administered by Zenith-American Solutions.

6. Overtime of one and one half times the straight time rate shall be paid for all hours worked beyond forty (40) in a week, beyond eight (8) in a day, on the seventh day worked in a week and on nationally recognized Holidays (i.e. Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Labor Day, Indigenous Peoples Day, Election Day, Veterans Day) except as noted below. The minimum Overtime rate shall be \$61.43 per hour, for the Assistant Head Employee \$63.08 per hour and for the Head Employee \$64.71 per hour. All hours worked between 12AM (midnight) and 8AM and all hours worked on the following holidays New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day shall be paid at two times the straight time hourly rate. Hours worked on a holiday up to 8 will count toward the 40 straight-time hours for the payment of overtime.

7. Publicity event premium: there shall be a premium of one hour at the applicable rate for each publicity event worked by an employee, whether in or out of the building. The premium is per event per day. The length of the event is not an issue as long as the premium is paid per event per day.

8. Each employee shall be entitled to at least one (1) week's notice of either termination or the closing of the show or one (1) week of pay in lieu thereof.

9. 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.

10. UNION SECURITY: 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, whichever comes later. Failure of an Employee to comply with the foregoing shall obligate Employer 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 Employer. It is agreed, however, that nothing contained in this Section 2(a) shall require Employer to take or refrain from taking any action in contravention of any provision of the National Labor Relations Act of 1947, as amended. 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.

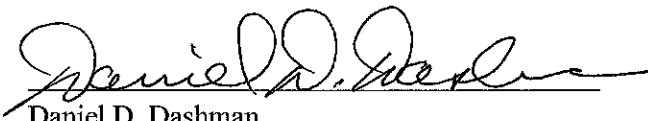
11. A one hour Meal break is to be scheduled between performances, and/or after a minimum of 3 hours up to a maximum of six hours work. If the schedule does not allow a one hour break for a meal,

Employer shall pay one hour at the then prevailing rate as a penalty. If a paid break of 30 minutes to eat is provided and if in such case an appropriate catered meal is provided there shall be no penalty. Where feasible, as determined by the supervisor, half the crew at a time shall be given a break in which to eat the supplied meal.

12. In the event that the Employer and the Union cannot settle a dispute arising out of this agreement, such dispute shall be referred to a representative of upper management of Employer and a representative of the I.A.T.S.E. for mediation and failing to agree at this step either party may take the dispute to final and binding arbitration pursuant to the rules of the American Arbitration Association.

13. 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 except as may be directed according to the Union Obligation clause above.

The term of this agreement is for productions at the above listed venues and these production venues only commencing no earlier than September 16, 2023 and expiring upon September 15, 2024



Daniel D. Dashman

(PRINT NAME)

Business Representative

For: Local 798, I.A.T.S.E.

(PRINT NAME)

For: _____

November 30, 2023

Date

Date