

**AGREEMENT BETWEEN MAKE-UP ARTISTS AND HAIR STYLISTS UNION LOCAL 798 IATSE
AND
WORLD TRADE CENTER PERFORMING ARTS CENTER, INC.**

Agreement effective September 13, 2023 to August 31, 2027, between World Trade Center Performance Arts Center, Inc. located at 251 Fulton Street, N.Y. (herein referred to "Management" or "Employer" or "PAC NYC") and Make-Up Artists and Hair Stylists Union Local 798 IATSE (herein called Union or HMU):

1. Application:

- a. Management agrees to recognize Local 798 as the exclusive bargaining representative for all hair, wig, and make-up 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 scope of this Agreement and the jurisdiction of the Union hereunder shall extend to the traditional duties of a Hair Stylist or Makeup Artist as has been understood in the industry, for example: all forms of natural hair, wigs, facial hair, make-up, tattoos and tattoo coverage, prosthetics, and other related work requested by Management for productions at PAC NYC. This work shall be for but not limited to "Loading In" and "Loading Out" of shows, handling, cleaning, styling, setting, repairing, building wigs, natural hair, all make-up, and related work covered herein including rehearsal, publicity, maintenance and performances of every kind and nature where hair, wigs, or make-up are used, and other work as assigned by management. No other unit is to provide any services or supplies for Hair and Makeup. If such is required an HMU employee under this contract is required.
- b. Whenever PAC NYC is used for an event by a third-party renter where hair and make-up facilities are utilized, the only obligations will be that PAC will make best efforts to notify Local 798 at least one week in advance and that an HMU Head will be engaged. Additional employees may be requested by Management.
- c. Notwithstanding the forgoing, in the following circumstances an HMU Head and any HMU Assistants will be engaged only when determined to be needed by management:
 - i. Produced or presented work (e.g., meetings, lectures, religious ceremonies, graduations, dance, theatre or music events) by not-for-profit community art groups that is free of charge.
 - ii. For events when all performers self-apply make-up and/or hair, no HMU employees will be required unless the HMU facilities and/or equipment are used; in which case only an HMU Head will be required.
 - iii. For events programmed, produced, or presented by PAC NYC, HMU personnel traveling with an artist or company and having evidence or history as a part of the core production team of the artist or company may perform their normal duties. When HMU facilities and/or PAC NYC equipment are used, an HMU Head will be required.
 - iv. Whenever PAC NYC is used by a third-party renter where hair and make-up personnel or facilities are utilized and PAC NYC does not control the third party's hiring decisions, PAC NYC's only obligations will be to:
 - 1) engage one HMU Head under the terms of this agreement
 - 2) notify the third party renter of the availability of 798 services
 - 3) engage additional HMU employees under the terms of this agreement only if requested by the renter
 - 4) make best efforts to notify Local 798 at least one week in advance

- d. HMU Designers, Associates, or Assistants (“Designer”) will be offered Local 798 benefit contributions as detailed in this document based on and in addition to their individually negotiated fees. PAC NYC will notify Local 798 of any Designer who declines this offer.
 - i. Designers electing to receive these benefits will be required to comply with the terms of Appendix C: Designer Agreement.

3. **Availability of Hair, Wig, and Make-Up Workers:** Management agrees to notify all users of PAC NYC of the availability of workers covered under this agreement.

4. **Wages:**

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

Beginning on this date:	8/14/2023	9/1/2024	9/1/2025	9/1/2026
Yearly Increase Percentage:		2.50%	2.50%	3.00%
HMU Head	\$51.00	\$52.28	\$53.58	\$55.19
Specialty Work	\$51.00	\$52.28	\$53.58	\$55.19
HMU Assistant	\$42.00	\$43.05	\$44.13	\$45.45

- c. Specialty work is any HMU work requiring special ability and workmanship. By way of example only, this could include but not be limited to, tattoo application and coverage, prosthetics, hair braiding, perms, coloring, wig building and repair other than normal day to day maintenance, etc. The determination regarding what constitutes special ability and workmanship, and whether a certain task qualifies for the rate defined herein shall be determined by the Employer, in conjunction with the HMU Head, prior to the work being performed.
- d. The Employer shall pay the Employee a kit fee of one hundred dollars (\$100.00) per day, unless the Employer supplies all make-up/hair equipment and product. The necessary kits for Hair and Makeup are defined in Appendix “A” and Appendix “B” respectively.
- e. Additional compensation of \$20 per performance shall be paid in the following instances:
 - i. When HMU employees work on the grid;
 - ii. When HMU employees are onstage and in view of the audience during the performance; and/or
 - iii. When HMU employees work on a set piece while it is in motion during the performance.

5. **Basic Crew:**

- a. The HMU Head will be employed whenever a production needs HMU employees, whether or not the attraction travels with a HMU Head. If more than one space has productions running at the same time, the HMU Head will collaborate with Management to determine proper staffing levels of all events.
- b. Within 6 months of the opening, Management shall designate the primary HMU Head, who shall receive the first call opportunity for all available work.
- c. Management may hire HMU personnel as needed on a per diem basis. For a multi-day event, each HMU employee will be engaged for the full run of the event, as required.

6. Benefits:

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

Beginning on this date:	9/13/2023	9/1/2024	9/1/2025	9/1/2026
Pension	7.00%	7.00%	7.00%	7.50%
Health & Welfare	13.50%	13.50%	14.00%	14.50%
Annuity for HMU Head and Specialty Work	10.00%	10.00%	11.00%	11.00%
Annuity for HMU Assistants	11.00%	11.00%	12.00%	12.00%
IATSE TTF	0.25%	0.25%	0.25%	0.25%
Vacation Allowance	6.00%	6.00%	6.00%	6.00%

b. Effective August 14, 2023, a contribution equivalent to thirteen and a half (13.50%) percent of gross wages shall be paid into the IATSE National Health & Welfare Fund Plan-C on behalf of all employees. Effective September 1, 2025, the contribution will increase to fourteen (14%) percent. Effective September 1, 2026, the contribution will increase to fourteen and a half (14.5%) 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 and the IATSE Annuity 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.

c. Local 798 Pension Fund

i. Effective August 14, 2023, a contribution equivalent to seven percent (7%) of gross wages shall be paid into the Local 798 Pension Fund. Effective September 1, 2026, the contribution will increase to seven and a half percent (7.50%).

d. IATSE Annuity Fund

i. HMU Head and Specialty Work: Effective August 14, 2023, a contribution equivalent to ten percent (10%) of gross wages shall be paid into the IATSE Annuity Fund. Effective September 1, 2025, the contribution will increase to eleven percent (11%)

ii. HMU Assistants: Effective August 14, 2023, a contribution equivalent to eleven percent (11%) of gross wages shall be paid into the IATSE Annuity Fund. Effective September 1, 2025, the contribution will increase to twelve percent (12%).

e. IATSE Training Trust Fund

i. 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.

7. IATSE Annuity Fund: tax deferred savings plan (401K)

- a. The Employer shall make deductions from the employee's wages and remit such voluntary salary deferrals (made pursuant to an employee's written deferral authorization and consistent with the Plan's Agreement and Declaration of Trust) to the IATSE Annuity Fund:
 - 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 Annuity Fund.
 - iv. The union shall take such measures as are within its powers, particularly with respect to the design of the plan, as are required to limit the liability of the Employer.

8. Work Week: The work week will be defined as Monday through Sunday, with one day off.**9. Direct Deposit:** Employees shall be given the option of direct deposit into the bank of the employee's choice at no cost to the employee.**10. 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.
- 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. Following a performance, after the first hour, all additional post-performance call hours worked will be paid at time and a half (1.5x) as per 12(e) below.
- 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. Employees shall be given a one-week window in which to complete online training if it is to be done outside of normal working hours.
- 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.

11. Packing During a Performance: HMU Employees will receive a flat fee of \$50.00 for packing show equipment, significant supplies, wigs, or prosthetics during a performance.**12. 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. (See #13 "Holidays" below.)
- c. All performances in excess of two per day (when being paid by the performance).
- d. All hours worked between Midnight and 7:00-a.m.

- e. All hours worked in the second hour or thereafter of a post-performance continuity call.

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.

13. **Holidays:** Management will observe the following eleven (11) holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus/Indigenous Peoples' Day, Veterans Day (Observed), Thanksgiving Day, and Christmas Day. (*9/11 to be added if made a Federal Holiday)

- a. All work on holidays will be paid at one and half ($1 \frac{1}{2} \times$) 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).
- b. Each holiday shall be celebrated on the day it is legally observed by the government.
- c. Holiday hours worked within the first forty (40) hours worked in a week will count towards the accrual of overtime (See #12 "Overtime"(b) above).

14. **Sick Leave:**

- a. The parties agree that on an annual basis the benefits provided employees under this Agreement are comparable or better than those provided under the N.Y.C. Paid Safe and Sick Time Act, N.Y.C. Admin. Code §20-991 or NY State law. Therefore, provisions of these Act or laws are hereby waived.

15. **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.

16. **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 $\frac{1}{2}$ rate.

17. **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.

18. **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.

19. **HMU Materials Removal:**

- a. The HMU Head shall be notified in advance when any HMU materials are to be removed from the venue for any purpose.
- b. When a show does not have its own HMU personnel responsible for the HMU materials or when requested by management, an HMU Assistant shall perform the traditional duties of a Hair Stylist or Makeup Artist as detailed in 2.A for HMU materials removed from the venue that are to be used by performers at another location.

20. **Traveling Shows:** Management will comply with the departmental and staffing requirements of all "Yellow Card" shows.

21. **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.

- 22. 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, union membership, or any other legally protected classification. 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.
- 23. Health and Safety:** Management will provide a safe and healthy workplace environment.
- 24. 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.
- 25. 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:

Beginning on this date:	8/14/2023	9/1/2024	9/1/2025	9/1/2026
Yearly Increase Percentage:		2.50%	2.5%	3.00%
TV Broadcast	\$450.00	\$461.25	\$472.78	\$486.96
Commercial/Premium Cable	\$450.00	\$461.25	\$472.78	\$486.96
Pav Radio	\$450.00	\$461.25	\$472.78	\$486.96
Filming as negotiated				
Streaming	\$350	\$358.75	\$367.72	\$378.75

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 PAC NYC. 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 PAC NYC's controlled digital platform (e.g., PAC NYC website, PAC NYC YouTube page, etc.), only a single media fee shall be owed regardless of the number of streamed performances of the same production.

26. **Dues Checkoff:** Upon receipt of authorization from an employee, Management will deduct 5% of the basic hourly rate up to 8 hours in a day and 40 hours in a week as dues check-off to be remitted to the union. Overtime, penalties, premiums, and overscale amounts are not charged dues. 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. Dues for Designers shall be the lesser of 5% of the Production Design Fee or 5% of one week of the Straight-time Head rate.
27. **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.
28. **Just Cause:** The HMU Head shall not be disciplined or discharged without just cause. The HMU Head shall be subject to an initial thirty (30) working day probationary period at the start of employment, during which period any discipline or discharge shall not be subject to the grievance and arbitration procedure.
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:
- Between the Business Representative of the HMU Union Local 798 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.
 - If not settled within thirty (30) days, then presented in writing to Management by the Business Representative of the HMU Union and then
 - If the matter is 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.
 - 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 as long as they do not impact mandatory subjects of bargaining.
31. **No Strike No Lockout:** During the term of this Agreement the Union agrees not to strike and the Employer agrees there shall be no lockouts of the Employees.
32. **Individual Right to Honor a Picket Line:** 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.
33. **Prior Obligation:** 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.

REST OF PAGE INTENTIONALLY BLANK

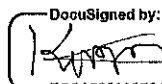
This Agreement shall remain in full force and effect from Sept. 13, 2023 through August 31, 2027.

David D. Washman

Make-Up Artists and Hair Stylists Union Local 798 IATSE

12/27/2023

Date

DocuSigned by:


EGGA732036534B7...

World Trade Center PAC, Inc.

12/26/2023

Date

APPENDIX "A"

HAIR STYLING

Assorted Brushes
Assorted Combs
Blow Dryer
Bobby Pins
Capes
Clippers
Clipper Guards
Clips
Curling Irons
Curling Wands
Dryer Nozzle Diffusers
Duster
Elastic Bands
Flat Iron
Gel
Hair Pins
Hairsprays
Illustrator Palettes
Neck Edger Scissors
Pomades
Sanitizers
Scissors
Setting Spray
Spray Water Bottle
Tail Combs
Towels
Wig Caps

APPENDIX "B"

BEAUTY MAKEUP + GROOMING

99% Alcohol
Anti-Shine
Assorted Disposables
Blush Palette
Brow Pencils
Canned Air
Capes
Clippers + Guides
Concealers
Electric Razor
Eye Makeup Remover
Eye Shadows
Eyeliners
Foundations
Individual Lashes
Lash Adhesive
Lash Curler
Lip Balm
Lip Pencils
Lip Sticks/Gloss
Makeup Brushes
Makeup Removers
Mascara
Metal/Glass Palette
Moisturizer Sunscreen Hand Cream
Pencil Sharpeners Spatulas
Razor Sanitizer
Scissors
Setting Powders
Sponges + Puffs Tissues
Tattoo Cover
Tweezers

APPENDIX C


**MAKE-UP ARTISTS AND HAIR STYLISTS LOCAL 798 IATSE
STANDARD DESIGN AGREEMENT: THEATRE**

This Agreement must be signed by Employer and Designer/Assistant. Send Cover Sheet and Rider, if any, to Local 798 for approval. The Designer will not furnish any designs until the Agreement has been executed by the Union.

This Agreement is made for the services of the Designer named, pursuant to the terms and conditions set forth in the Make-Up Artists and Hair Stylists Local 798 (L798) agreement with PAC NYC covering the employment of Make-Up Artists and Hair Stylists (HMU) ("CBA"). Additional terms may be placed in a Rider attached to this Agreement and shall be deemed part hereof but in no circumstances shall this Agreement or any Rider to this Agreement provide for lesser terms than those set forth in the CBA.

This Agreement is limited to the production listed below. It is not precedential or citable in any proceeding other than one to enforce this Agreement and does not bind or obligate the Employer in any way beyond the scope of this project.

Employee shall execute the Authorization for Work Dues Checkoff form with copies to employer, employee, and Local 798.

PROJECT SHALL COMMENCE ON OR ABOUT: _____

& SHALL TERMINATE WITH PRESS OPENING ON: _____

RATES shall be individually negotiable but in no case to be less than the hourly Head rate for Designer when working hourly or the Assistant Head rate for the Assistant Designer when working hourly.

DESIGN CATEGORY: Make-Up Artistry/prosthetics, etc. and/or Hair Styling/Wig building and repairing. (please circle as appropriate)

THEATRE / PRODUCTION COMPANY: EIN:

DESIGNER OR ASSISTANT: Will in-Person or in-theatre Services be Required?

NAME OF PRODUCTION:

VENUE: NUMBER OF SEATS:

DESIGNS DUE: _____ TECH PERIOD: _____ TO _____ 1ST PUBLIC PERF: _____ CLOSING: _____

COMPENSATION: The Employer agrees to pay the Designer the following amounts, according to the listed Payment Schedule:

Design Fee: \$

Payment Schedule: 1/3 Due on Designer's Signing of Agreement;
1/3 Due on Acceptance of Designs;
1/3 Due on Opening Date.

If Applicable, daily rates should be negotiated between the parties with the minimums in the full agreement being the minimums in this Appendix for hourly work.

Daily Rate for Designer \$ for Assistant \$

OR

Weekly Rate for Designer \$ for Assistant \$

Total Amount: \$

ADDITIONAL WEEKLY COMPENSATION: Designer will receive AWC of \$ per week if production is extended beyond original Closing Date.

INSURANCE: Employer will indemnify, defend, save and hold Designer, their agents, heirs, executors, administrators and assigns harmless from and against any and all liability, charges, costs, expense claims and/or other loss whatsoever, including reasonable attorney fees, which Designer may suffer by reason of the designs furnished hereunder. Employer agrees to carry comprehensive General Liability Insurance applicable to any claims that might arise due to any work performed under this Agreement.

DISPUTE: In the event of any dispute arising between the parties, relating to this Agreement or work relating to it, the matter shall be submitted to Arbitration in accordance with Article 29 Grievance and Arbitration of the CBA. The Arbitrator's decision shall be final and binding.

	Accepted: Employer WTC PAC NYC	Accepted: Local 798	Accepted: Designer/Assistant
Sig			
Print			
Date			
Phone			
Email			