



**HAIR & MAKE-UP GENERAL CONDITIONS, PAGE 1 (as of 10/9/06)**

**In the following pages is outlined a summary of the Collective Bargaining Agreement between the Fox Theatre and the Hair & Make-Up Union, IATSE Local #798. All pertinent General Conditions and Work Rules have been outlined herein, and it is the responsibility of every tenant of the Fox Theatre to review these rules and abide by them. For further clarification on any conditions, please speak to a member of the Production Management staff.**

1. Straight Time: Employees will be paid the applicable base hourly rate for the following:
  - a) The first eight (8) hours worked during any single weekday (Monday – Friday), on Work Calls and Continuity Calls.
  - b) The first four (4) hours during a Show Call (Monday – Saturday).
2. Overtime: A wage equal to one and one-half times the applicable base hourly rate. Employees will be paid overtime for the following:
  - c) All hours worked in excess of eight (8) during any single weekday (Monday – Friday) on Work Calls and Continuity Calls.
  - d) All hours worked between 12:00 midnight and 8:00 AM on Work Calls and Continuity Calls.
  - e) All hours worked on Saturday or Sunday on Work Calls and Continuity Calls.
  - f) All hours worked on a Show Call (4) for a performance that takes place on a Sunday.
  - g) All hours worked in excess of four (4) during a Show Call.
  - h) All hours worked on the following holidays: New Year’s Eve, New Year’s Day, Martin Luther King Day, National Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.
3. There shall be no pyramiding of overtime rates.
4. All time will be computed in one (1) hour increments.
5. All Employees reporting for any Work Call shall be paid a minimum of four (4) hours reporting pay.
6. A “Show Call” includes all work performed by an employee during a performance. All Employees reporting for a Show Call shall be paid a minimum of four (4) hours reporting pay. A Show Call shall begin at “half hour” (30 minutes before a performance is scheduled to begin). Any activity after the final curtain, including the collecting of wigs and the securing of the work area necessary to safeguard the equipment and supplies, as determined by the Fox Theatre, that is completed within thirty (30) minutes after the final curtain of the performance shall be considered part of the Show Call and shall not be considered part of a Continuity Call or Work Call so long as such activities can be completed within the four (4) hour Show Call time period. If such activities extend beyond the four (4) hour Show Call time period, they shall be considered to be part of the post-show Continuity Call.
7. All members of the show crew who are not called for a Continuity Call shall report no later than “half-hour” before the scheduled performance starting time.
8. Employees called to work a performance may be called for a “Continuity Call”. A Continuity Call is the pre-performance and post-performance activity for that specific performance. The Fox Theatre may require one or more members of the show crew, as needed, to report for a Continuity Call up to two (2) hours before “half-hour” before a scheduled performance time and/or called to remain up to one (1) hour after the final curtain of a performance.



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9. Pack-outs of a show which exceed the allotted show call time period shall be paid at the applicable hourly rate in one (1) hour increments for each hour worked beyond the show call time period
10. Turnaround: In the event that a call runs from a higher rate time period of one show/promoter into a lower rate time period of a different show/promoter, the higher rate will apply until there has been a six (6) hour break between the time periods. In cases where an Employee does not receive a six (6) hour turnaround, as described in the preceding sentence, he shall be paid at the Overtime rate for all hours worked between the time he reports back to work and the time that he is afforded with such a break as described above.
11. Turnaround: On calls in which the same client/promoter is leasing the Fox Theatre for the same show and in the event that a call runs from a higher rate time period into a lower rate time period, the higher rate will apply until there has been an eight (8) hour break between the time periods. In cases where an Employee does not receive an eight (8) hour turnaround, as described in the preceding sentence, he shall be paid at the Overtime rate for all hours worked between the time he reports back to work and the time that he is afforded with such a break as described above.
12. For rehearsals and work calls, the crew will consist of any necessary members of the Show Crew as determined by the Fox Theatre.
13. Broadcast Performance Rate: Any performance that is audio-taped, video-taped, broadcast, telecast, filmed, distributed over the Internet or any other electronic network, or mechanically reproduced in any manner for commercial purposes, will be charged at double the applicable performance rate for all members of the Show Crew. Any reproductions by the above means by news crews of commercial stations shall not be considered as being for "commercial purposes"; provided, however, that such reproductions by news crews shall be limited to no more than five minutes of footage that is shown on the air. Any reproductions by the above means for archival purposes shall also not be considered as being for "commercial purposes".
14. Shows may require Employees to provide and use his or her own supplies ("kit"). In the event that a show requires employees to use his or her own supplies, the employee shall be paid \$15 per performance, but no more than \$90 per week for a "kit" fee; provided, however, that the Fox Theatre must be notified of the need for an employee to use his or her own supplies prior to such occurrence, or such "kit" fee will not be paid.
15. The Fox Theatre can not replace Employees in order to avoid the payment of higher wages.
16. There shall be no reduction in the number of Employees working on a Show Call permitted after the official opening of each production at the Fox Theatre unless there has been a sufficient reduction in work to permit such a reduction.
17. All Employees shall wear proper attire while working at the Fox Theatre. The wearing of open-toed shoes is prohibited because of the safety hazard while working backstage.
18. There shall be no phone calls made during scheduled work hours. Cell phones are not permitted in the stage area.
19. There will be a one (1) hour "meal period", without pay, after an Employee has worked a minimum of three (3) continuous hours and a maximum of five (5) continuous hours; and between every three (3) and five (5) continuous hours thereafter. At no time will any meal period be more than one (1) hour during the same call.



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20. Employees that are required to be present for a sound check or opening night rehearsal may be required to take their meal period after they have worked two (2) hours from their previous meal period.
21. If an Employee will not receive a one (1) hour meal period as described above, a one-half (1/2) hour "meal break" will be given, with pay, and an appropriate meal as determined by Fox Theatre management. Employees will remain on the clock and be given one-half (1/2) hour to eat. Best efforts need to be made to provide a hot meal and, when requested by an Employee in advance, a vegetarian meal.
22. In the event that a one (1) hour meal period nor a 30 minute meal break can be provided as described above, an Employee will receive a "meal penalty" of double the prevailing hourly rate until either a one hour meal period or a 30 minute meal break can be provided.
23. There will be a fifteen (15) minute break approximately half way between each meal period or meal break, or, if no meal period or meal break is provided within a five (5) hour period, approximately every two to two and one-half hours.
24. Subject to the requirements above, the Fox Theatre may schedule meal periods or meal breaks among Employees at its' discretion.
25. It will not be required to provide a meal period or meal break or pay the meal penalty until after an Employee has worked six (6) hours for a performance, including all time worked for both a Continuity Call and a Show Call.
26. If an Employee works more than five (5) continuous hours on more than one performance in a day, he/she shall receive a meal period, without pay, between the end of one performance and the beginning of the next performance. If such a meal period cannot be provided for the stagehand, a meal break will be provided. However, it will not be required to provide more than one meal period or meal break within any six (6) hour period.
27. For purposes of this agreement, there will be four wage scales:
  - E. Other Show Rate: Any show that is not a Commercial Show.
  - F. Commercial Show Rate: Any show where the actual show performance itself explicitly demonstrates, explains or sells a product or service. The mere sponsorship of a show or presentation shall not constitute a Commercial Show.
  - G. Taping Rate: The rate paid to any Employee who is called to work on a call for which the sole purpose of the call is to audio-tape, video-tape, film or broadcast the event.