

MAKE-UP ARTISTS AND HAIR STYLISTS

LOCAL 798, I.A.T.S.E.

**MAJOR FILM THEATRICAL AND TELEVISION SERIES
AGREEMENT**

March 1, 2025 - February 29, 2028

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**MAJOR FILM THEATRICAL
AND TELEVISION SERIES AGREEMENT
OF MAKE-UP ARTISTS AND HAIR STYLISTS,
LOCAL 798, I.A.T.S.E., AFL-CIO**

AGREEMENT made and entered into as of March 1, 2025 through February 29, 2028 by and between the Alliance of Motion Picture and Television Producers (hereinafter "AMPTP"), on behalf of the Companies listed in Exhibit 1 attached hereto (herein referred to individually as the "Company" or the "Employer" and collectively as "the Companies" or "the Employers"), and Make-up Artists and Hair Stylists, Local 798, affiliated with the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, located at 70 W. 36th Street, Unit 4A, New York, New York 10018 (herein called "Local 798").

WITNESSETH:

WHEREAS, the services rendered by the employees covered by the terms of this Agreement are of a skilled, technical, artistic and exacting nature which can be rendered only by trained specialists; and

WHEREAS, the Company is engaged in making and producing theatrical features and shorts and television features, specials and series, and utilizes in such business the services of Make-up Artists and Hair Stylists for whom Local 798 is the collective bargaining representative; and

WHEREAS, the parties hereto desire to establish the standard of conditions under which the employees shall work for the Company during the term of this Agreement, and desire to regulate the mutual relations between the parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties hereto do mutually agree as follows:

I. GENERAL PROVISIONS

ARTICLE 1. LOCAL 798 RECOGNITION AND JURISDICTION

(a) The Company agrees to and hereby recognizes Local 798 as the sole and exclusive bargaining agent for all Make-up Artists and Hair Stylists, and persons working in such classifications are hereinafter designated as "employees."

(b) The Company agrees that as a condition of employment, each employee covered by this Agreement presently employed or to be employed shall be or become a member in good standing of Local 798 not later than the thirty-first (31st) day following the beginning of the employee's first employment or the date of this Agreement, whichever is later.

(c) The Company agrees that in the event any vacancy may exist in any position involving the type of employment covered by this Agreement, the Company shall immediately notify the Business Representative of Local 798 of such vacancy.

(d) This Agreement shall be applicable to the classifications of employees specified herein, employed by the Company to perform services within the geographical jurisdiction of Local 798 as hereinafter specified or employed by the Company within such geographical jurisdiction of Local 798 to perform services within the confines of the United States, its territories and Canada. In the event the Company elects to and does employ a person covered by this Agreement outside of the above-mentioned limits, or outside of the geographical jurisdiction hereinafter specified, the provisions of this Agreement shall be in effect, but such person and the Company may in that case make other arrangements such as a "flat deal" contract in place and stead of the provisions of this Agreement, provided such "flat deal" contract or other arrangement is negotiated and approved by Local 798. The geographical jurisdiction of Local 798 shall consist of Connecticut, Delaware, Florida, Georgia, Louisiana, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island,

(e) Employees hereunder working within their respective classifications shall have jurisdiction over the following:

(1) Preparing, styling, mixing and/or applying all facial, body and hair cosmetics;

(2) Styling and/or applying of all head, body and facial wigs, hairpieces and transformations and, in consultation with the Company, ordering of same where such work is required thereon;

(3) Females' hair styling, cutting and/or coloring;

(4) Males' hair styling, cutting and/or coloring;

(5) Consultation where the Company elects to engage a consultant for unusual effect make-up and/or hair style; and

(6) All prosthetic work including preparation, styling, lab work and application.

(f) While Local 798 is recognized as the sole and exclusive bargaining agent for all make-up artists and hair stylists, whether engaged in the making of theatrical, non-theatrical, commercial, television or any other type of production, the rates of pay, hours and working conditions hereinafter specified shall be applicable only in the production of theatricals, television series, television dramatic shows or other type of theatrical productions.

Should the Company engage in any production of television commercials, educationals, industrials, documentaries, institutionals or other types of non-theatrical productions, the Company agrees to meet and confer with the Union to discuss the rates of pay, hours and working conditions to apply to Make-up Artists and Hair Stylists so engaged.

ARTICLE 1.1 DIGITAL PRODUCTION AGREEMENT

The parties have entered into a Supplemental Digital Production Agreement establishing terms and conditions of employment for

ARTICLE 2. ARBITRATION

All complaints or disputes involving questions of the interpretation or application of any of the clauses of this Agreement, which complaints or disputes have not been adjusted between the parties, shall be referred to a single arbitrator chosen by mutual agreement of Local 798 and the Company.¹ The complaint must be brought within thirty (30) days from the date of the alleged violation or the date that Local 798 discovered or should have discovered the alleged violation, whichever is later, but in no event later than sixty (60) days from the date of the alleged violation. The decision of the Arbitrator shall be arrived at as promptly as possible, and shall be binding and conclusive upon the parties hereto. Each case shall be decided on its merits and a decision in one (1) case shall not be regarded as a precedent for any future case.

ARTICLE 3. PRIOR OBLIGATION

As Local 798 is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians and Allied Crafts Machine Operators of the United States, its Territories and Canada, nothing in this Agreement shall ever be construed to interfere with any obligation that Local 798 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.

ARTICLE 4. ACCESS TO PREMISES

The Business Representative or other accredited representatives of Local 798 shall be permitted to have access to any studio, job or location during business hours for the conduct of Union business.

ARTICLE 5. APPLICATION OF AGREEMENT

(a) This Agreement shall be limited in its application to the extent indicated in Article 1(d) hereof and, as so limited, it shall be binding upon the Company (and, as used in this paragraph, the term

controlling financial interest). In no event shall the Company subcontract any of the work covered hereby when an effect thereof would be to enable such work to be done under wage rates or labor conditions inferior to those herein contained, nor shall any person not in compliance with the provisions of this Agreement be permitted to perform any of such work for or at the premises of the Company.

(b) This Agreement shall be applicable to covered work only where the Company is the employer of the employees covered by this Agreement; negative pick-up transactions, distribution transactions, and production/distribution transactions (as those terms are commonly understood in the industry) which are *bona fide*, are not covered.

ARTICLE 6. NO STRIKE, NO LOCKOUT

There shall be no strike, work stoppage, slowdown or lockout during the term of this Agreement. The employees shall have the right to refuse to cross any authorized picket line established by another trade union.

ARTICLE 7. NON-DISCRIMINATION

The Company and the Union shall not discriminate against any employee or applicant for employment in any respect by reason of race, color, creed, national origin, sex or age.

ARTICLE 7.1 DIVERSITY, EQUITY AND INCLUSION

(a) **Statement of Commitment.** Acknowledging the critical importance of diversity, equity and inclusion in the entertainment industry, Employers and the Union mutually reaffirm their commitment to make good faith efforts to increase the employment opportunities for individuals from "underrepresented populations" in order to foster a more inclusive and diverse workforce in the motion picture industry. Historically, "underrepresented populations" have traditionally been defined as women, racial and ethnic minority, LGBTQIA, persons with a

credentials to work successfully in the classifications covered by this Agreement.

(b) **Self-Identification Data.** During the 2022 negotiations, the parties discussed the efforts that have been made by the Employers and Local 798 to obtain information about the personal characteristics of their employees and the membership through voluntary self-identification. The parties recognize that obtaining such information is useful in expanding access to employment opportunities for under-represented groups and for tracking the success of their efforts to diversify the workforce. To that end, Local 798 agrees to encourage its members to voluntarily self-identify when requested to do so by the Local, the IATSE or an Employer, including when members are completing start paperwork for an Employer. To the extent that Local 798 or the IATSE has aggregated diversity statistics concerning Local 798-covered employees, Local 798 agrees to share the information with the Employer upon request, or shall authorize the IATSE to share the information with the Employer, but no more frequently than twice per year. To the extent that the Employer has aggregated diversity statistics concerning Local 798-covered employees, the Employer agrees to share the information with Local 798 upon request, but no more frequently than twice per year.

(c) **Training Program Opportunities and Joint Mentorship Program.** In connection with the parties' commitment to diversity, equity and inclusion as set forth in this Article 7.1, an individual Employer or the Employers, collectively, may discuss with the Union the development, administration and oversight of program(s) for on-the-job training within the motion picture industry in the make-up artist and hair stylist classifications covered by this Agreement. The goal of the training program(s) shall be to expand training program opportunities to enhance employment for individuals who are under-represented in this industry. The types of training programs established may vary depending on the experience of the candidates and the requirements of the classification for which the training is provided, and shall be subject to the following: (1) the Department Head consents to the placement of the trainee in the department; (2) a Hair Stylist trainee must be licensed in cosmetology or barbering if required by applicable law; (3) the trainee completes the "Safety First! Recommended Sanitation Practices for

programs in the jurisdiction where the trainee will be working; pre-training may include, for example, programs run by Reelworks, Hair Scholars or other mutually agreed upon pre-training, provided that the Union shall not unreasonably deny approval of pre-training proposed by the Employer; (5) the trainee is an additional hire to an otherwise fully staffed department; (6) no more than one trainee is assigned to the department at a time; (7) the Employer shall notify Local 798 in writing when it hires a trainee; (8) and the Employer shall provide Local 798 with contact information in writing for the trainee.

The parties agree that the foregoing training program(s) is (are) not the only training program(s) permitted under this Agreement; rather, the Union and an individual Employer or the Employers, collectively, may mutually agree to other training program(s) with the same goals to expand employment opportunities.

The parties also agree to create a joint mentorship program to foster connections between mentors and individuals from under-represented groups or under-served communities currently working in or entering the industry workforce through the programs described in this provision with the goal of expanding access to those individual's opportunities for employment in the industry.

ARTICLE 7.2. HARASSMENT PREVENTION TRAINING

The parties agree that harassment prevention training shall be mandatory. During the term of the 2019 Local 798 Major Film Theatrical and Television Series Agreement and Supplemental Digital Production Agreement, representatives of Local 798 and representatives of the AMPTP agree to discuss the implementation of mandatory harassment prevention training, including establishing the date on which the program will become mandatory (*i.e.*, the date when individuals can begin to take the online courses). The parties will devise a method to reflect an individual's successful completion of the training program.

ARTICLE 8. TERM OF AGREEMENT

ARTICLE 9. ARTIFICIAL INTELLIGENCE

This Article 9 applies prospectively on or after March 9, 2025.

(a) Definitions

The parties acknowledge that "Artificial Intelligence" and "AI" have become catchall names that generally refer to the ability of a machine-based system to apply analysis and logic-based techniques to solve problems or perform tasks and improve as it analyzes more data. An "AI System" is any machine-based system that uses AI as a core function.

(1) Machine Learning. The parties acknowledge that machine learning ("ML") is a subset of AI that enables machines to develop algorithms, including via deep learning (as defined below), based on statistical inferences drawn from patterns in submitted training data, including, but not limited to, diffusion models and large language models, for the purpose of performing tasks. Such tasks include, but are not limited to, predicting human behaviors, disseminating information and generating content.

(2) Generative Artificial Intelligence. The parties acknowledge that generative artificial intelligence ("Gen AI") refers to a subset of ML that generates new content including, but not limited to, text, video, audio, three-dimensional (3D) models, code, and images. A "Gen AI System" is any machine-based system that uses Gen AI as a core function.

(3) Deep Learning. The parties acknowledge that deep learning refers to a subset of ML based on artificial neural networks that have multiple layers of connected artificial neuron nodes processing data.

(4) The terms "Gen AI" and "Deep Learning" are used for convenience and this provision shall also apply to any technology that is consistent with the foregoing definitions, regardless of its name or designation.

production, marketing and distribution and may continue to do so, consistent with their historical practices.

(c) New Technologies and Practices

(1) The parties acknowledge the importance of human contributions in motion pictures and the need to address the potential impact of the use of AI Systems on employment under this Agreement.

(2) Use of New Technologies

(i) An Employer continues to have the right to utilize new technologies in connection with motion picture production, including in connection with creative elements. Employer may require employees to use any AI System² or resulting output of such systems for use in connection with the performance of covered work. Employees who are assigned to utilize an AI System to perform services, including by inputting prompts or otherwise overseeing the use of the AI System, shall continue to be covered under the terms of this Agreement while performing such work.

(ii) The Employer will not require an employee to provide prompts furnished by the employee in the performance of bargaining unit work in a manner that results in the displacement of any covered employee.

(iii) Should an employee use AI Systems in the performance of covered work, the employee will be required to adhere to the Employer's policies (*e.g.*, policies related to ethics, privacy, security, copyrightability or other protection of intellectual property rights), which shall be provided to the employee. In any event, the Employer retains the right to require that an employee obtain consent from the Employer before using AI Systems, and Employer retains the right to reject the use of AI Systems or any output from such use, including when the use could adversely affect the copyrightability or exploitation of the work or create other risks or liabilities for the Employer. Employer agrees to provide the International Union with any written policies governing the use of AI Systems by employees covered under this Agreement. Upon request, the Employer shall also provide

administrative tasks, will be subject to consultation with the employee at the employee's request, provided that the requirements of production allow time for the consultation.

(iv) The Employer shall indemnify the employee from liability and necessary costs, including by providing the employee a legal defense resulting from any claims arising from the use of AI Systems or the resulting output occurring in the performance of the employee's duties and within the scope of the employee's employment with Employer, subject to the conditions that:

(A) This subparagraph (iv) shall not apply in any instance in which the injury, loss or damage is the result of or caused by, in whole or in part, the gross negligence or willful misconduct of such employee;

(B) Employee is not in breach of the Employer's policies which have been disclosed to the employee and the employee has made appropriate disclosure of the use of AI Systems to the Employer;

(C) Immediately upon the employee and/or the Union being informed of any claim or litigation, the employee and/or the Union shall notify Employer thereof and give Employer full details of any claim or the institution of any action for which the employee seeks indemnification under this subparagraph, including by delivering to the Employer every demand, notice, summons, complaint or other process received;

(D) Employer shall name or cover the employee as an additional insured on its errors and omissions policies, if any, respecting motion pictures; and

(E) The employee shall cooperate fully in the defense of any claim for which indemnification is provided in this subparagraph (iv), including the attending of hearings and trials, securing and giving evidence and obtaining the attendance of witnesses.

(d) Implementation of Work Training Programs

committee will be convened for the purpose of formulating and implementing such training and other programs. The training and other programs shall be designed in cooperation between the parties and shall be focused on training employees in (A) skills required to operate AI Systems associated with the employee's current work classification and/or (B) new skills required to transition to other classifications of work covered by this Agreement. The parties agree that the committee shall meet within ninety (90) days of contract ratification.

(e) Ongoing Obligations

(1) Joint Industry-Wide Meetings. The parties agree to meet at least semi-annually during the term of this Agreement at the request of the International Union to discuss and review information related to the Employers' use and intended use of AI Systems in the production of motion pictures covered under this Agreement, to the extent that such information has been made publicly available. Topics for the meeting shall be identified in advance.

(2) Each Employer agrees to meet quarterly with the International Union, on a company-by-company basis, during the term of this Agreement, at the request of the International Union. At such meeting, Employer will identify any significant emerging technologies utilizing AI Systems that the Employer is using or intends to use in motion picture production which may affect persons covered by this Agreement. Because Employer's current and future technology may be discussed during these meetings, and in order to protect Employer's proprietary and/or confidential information, trade secrets and intellectual property, the International Union agrees that its representatives participating in these meetings will be limited to a reasonable number of individuals (*i.e.*, not to exceed eight (8)) representing bargaining units for which the topics identified in advance to be discussed are relevant, and each participating representative will execute a mutually agreed-upon Confidentiality Agreement.

(3) Topics for discussion at the meetings described in subparagraphs (1) and (2) above may, in addition to other topics related to AI Systems as proposed in advance of the meeting, include:

(iii) efforts to ensure that use(s) of AI Systems mitigate against bias; and

(iv) possible unique aspects of training for upskilling or reskilling, in connection with subparagraph (d) above, of experienced bargaining unit employees.

(f) Claims for violation of this Article are arbitrable and must be brought under this Agreement. All remedies are available with the exception of injunctive relief. For clarity, the arbitrator shall have no authority to prohibit or restrict the use of any AI System or the resulting outputs.

(g) Except as explicitly set forth herein, it is understood that this Article does not expand or contract any existing rights and obligations under this Agreement. Nothing herein alters the scope of coverage under this Agreement.

(h) No employee shall be subject to scanning of their visual or vocal likeness for use in a motion picture without the employee's consent. Employer shall provide the employee with a reasonably specific description of the intended use. The consent must be clear and conspicuous and may be obtained through an endorsement or statement in the employment contract that is separately signed or initialed by the employee or in a separate writing that is signed by the employee. A copy of the consent shall be provided to the Union in advance of it being presented to employees. The employee's consent to such scanning may not be a condition of employment and the consent itself shall clearly state the same.

ARTICLE 10. SICK LEAVE

(a) Paid Sick Leave in the State of New York: The following is applicable only to employees working under this Agreement in the State of New York:

(1) Employees shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Employer, up to a maximum

calendar year if it elects to provide a bank of sick leave. For purposes of this Article 10(a), a calendar year shall be measured, as designated by the Employer, as either a calendar year running from January 1st to December 31st or as a regular and consecutive twelve-month period.

(2) Sick leave may be used in minimum increments of four (4) hours upon the oral or written request of an employee, for the following purposes:

(i) For a mental or physical illness, injury, or health condition of the employee or the employee's family member,³ regardless of whether the illness, injury, or health condition has been diagnosed or requires medical care at the time that the employee requests leave;

(ii) For the diagnosis, care or treatment of a mental or physical illness, injury or health condition of, or need for medical diagnosis of, or preventive care for, the employee's family member, or

(iii) For an absence from work due to any of the following reasons when the employee or employee's family member has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking:

(A) to obtain services from a domestic violence shelter, rape crisis center, or other services program;

(B) to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employees family members;⁴

(C) to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in, any criminal or civil proceeding

(D) to file a complaint or domestic incident report with law enforcement;

(E) to meet with a district attorney's office;

(G) to take any other actions necessary to ensure the health or safety of the employee or the employee's family member⁵ or to protect those who associate or work with the employee.

The reasons outlined above in subparagraphs (A) through (G) must be related to the domestic violence, family offense, sexual offense, stalking, or human trafficking. Provided further, that a person who has committed the domestic violence, family offense, sexual offense, stalking, or human trafficking shall not be eligible for leave under this Article for situations in which the person committed the offense and was not a victim, notwithstanding any family relationship.

(3) Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. An Employer may request documentation from an employee confirming the employee's eligibility to take sick leave when the employee uses leave for three or more consecutive and previously scheduled workdays. An Employer cannot require an employee or the person providing documentation, including medical professionals, to disclose the reason for leave, except as required by law. Requests for documentation shall be limited to the following:

(i) An attestation from a licensed medical provider supporting the existence of a need for sick leave, the amount of leave needed, and a date that the employee may return to work, or

(ii) An attestation from an employee of the employee's eligibility for leave.

An Employer may not require the disclosure of confidential information relating to a mental or physical illness, injury, or health condition of the employee or the employee's family member, or information relating to absence from work due to domestic violence, a sexual offense, stalking, or human trafficking, as a condition of providing sick leave.

(4) A day of sick leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4)

may limit the use of sick leave to fifty-six (56) hours per calendar year. Nothing in this Article 10(a) shall be construed to require an Employer to pay an employee for unused sick leave upon the employee's termination, resignation, retirement, or other separation from employment. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that has not been waived in this Agreement, any sick leave paid pursuant to the law shall count towards satisfying the Employer's obligations to provide paid sick leave under this Article 10(a).

(6) No Employer shall discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee because the employee has exercised rights under this Article, including, but not limited to, requesting sick leave and using sick leave.

(7) Upon return to work following any sick leave taken pursuant to this Article, an employee shall be restored by the Employer to the position of employment held by the employee prior to any sick leave taken pursuant to this Article with the same pay and other terms and conditions of employment, provided that the position continues to exist.

(8) Employer shall advise the employee of the designated Employer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 10(a). Upon the oral or written request of an employee to the designated Employer representative or department, the Employer shall provide a summary of the amounts of sick leave accrued and used by the employee in the current calendar year and/or any previous calendar year. The Employer shall provide the information to the employee within three (3) business days of the request.

(9) Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided therein.

(b) Paid Sick Leave Outside of the State of New York: The following is applicable to employees working under this Agreement outside the State of New York:

the employee, an Employer may elect to provide employees, upon their eligibility to use sick leave as provided below (*i.e.*, upon working thirty (30) days for the Employer and after their ninetieth (90th) day of employment (forty-fifth (45th) day effective April 8, 2025) with the Employer (based on days worked or guaranteed), with a bank of twenty-four (24) hours or three (3) days of sick leave per year (forty (40) hours or five (5) days of sick leave per year effective April 8, 2025), such year to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Under this elected option, such banked sick leave days may not be carried over to the following year.)

(2) To be eligible to accrue paid sick leave, the employee must have worked for the Employer for at least thirty (30) days within a one (1) year period, such year to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible employee has been employed by the Employer for ninety (90) days (forty-five (45) days effective April 8, 2025) (based on days worked or guaranteed), such period to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Employer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days (no more than forty (40) hours or five (5) days of sick leave per year effective April 8, 2025) during each year of employment as defined by the Employer in advance. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that has not been waived in this Agreement, any sick leave paid pursuant to the law shall count toward satisfying the Employer's obligations to provide paid sick leave under this Article 10(b).

(3) A day of sick leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4) hours of pay at the employee's straight time hourly rate. The employee

employee or the employee's "family member."⁶ Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

(5) Accrued, unused sick leave is not paid out on termination, resignation or other separation of employment. If the employee is rehired by the Employer within one (1) year of the employee's separation from employment, the employee's accrued and unused sick leave is reinstated, and the employee may begin using the accrued sick leave upon rehire if the employee was previously eligible to use the sick leave or once the employee becomes eligible as provided above.

(6) Employer shall advise the employee of the designated Employer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 10(b). The Employer will also indicate which period (*i.e.*, calendar year or the employee's anniversary date) the Employer selected to measure the thirty (30) day and ninety (90) day (forty-five (45) day effective April 8, 2025) eligibility periods and the cap on accrual set forth in subparagraph (2) above or which period (*i.e.*, calendar year or the employee's anniversary date) the Employer selected to apply the bank of three (3) sick days (five (5) sick days effective April 8, 2025) as provided in subparagraph (1) above. Employer also shall notify Local 798 of the name and contact information of the designated Employer representative or department.

(7) Any Employer that, as of July 31, 2022, had a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time, may continue such policy in lieu of the foregoing. Nothing shall prevent an Employer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any employee for exercising the right to use paid sick leave.

(8) Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided therein.

(c) Waiver of New York City Earned Safe and Sick Time Act and Similar Laws

The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York State Paid Sick Leave Law (New York Labor Law Section 196-b); the New York City Earned Safe and Sick Time Act (N.Y.C. Admin. Code, Section 20-911 *et seq.*); the New Jersey Paid Sick Leave Act (N.J.S.A. 34:11D-1 *et seq.*); the Bloomfield Sick Leave for Private Employees Ordinance (Chapter 463 of the Code of the Township of Bloomfield, New Jersey); the East Orange Paid Sick Leave Ordinance (Chapter 140 of the Code of the City of East Orange, New Jersey); the Jersey City Paid Sick Time Law (Chapter 4 of the Code of the City of Jersey City, New Jersey); the New Brunswick Paid Sick Time and Paid Safe Time Leave Ordinance (Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey); the Plainfield Sick Leave for Private Employees and City Employees Ordinance (Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey); the Irvington Paid Sick Time Ordinance (Chapter 277, Article I of the Code of the Township of Irvington, New Jersey); the Montclair Paid Sick Leave Ordinance (Chapter 132, Article I of the Code of the Township of Montclair, New Jersey); the Morristown Paid Sick Leave Ordinance (Article XV§ 2-89, *et seq.* of the Code of the Town of Morristown, New Jersey); the Newark Sick Leave for Private Employees Ordinance (Chapter 16:18 of the Code of the City of Newark, New Jersey); the Passaic Paid Sick Leave for Private Employees Ordinance (Chapter 128, Article I of the Code of the City of Passaic, New Jersey); the Paterson Sick Leave for Private Employees Ordinance (Chapter 412 of the Paterson, New Jersey Code); the Trenton Paid Sick Leave Ordinance (Chapter 230 of the Code of the City of Trenton, New Jersey); and the District of Columbia Accrued Safe and Sick Leave Act (Section 32-531 of the Code of the District of Columbia) (but only to the extent that an employee working in the District of Columbia is granted at least three (3) days of paid sick leave per calendar year pursuant to the provisions of Article 10(b) above); and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted.

It is understood that the Union and the AMPTP shall

ARTICLE 10.1 BEREAVEMENT LEAVE

In the event of the death of a "family member"⁷ of a regularly-scheduled employee, the employee shall be allowed up to three (3) days of paid bereavement leave. For employees employed on an hourly or daily basis, a day of bereavement leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. For weekly employees (including "on call" employees, if any), a day of bereavement leave pay shall be equal to one-fifth (1/5th) of the employee's weekly rate.

An employee who is absent from work due to bereavement leave will be reinstated to the employee's original position on the production upon return, provided that the position continues to exist; however, for continuity purposes, an Employer is not required to reinstate an employee on an episodic series until work on the current episode has been completed. The Employer and the Union will discuss on a case-by-case basis, upon the request of the Employer, issues related to the individual's reinstatement.

II. RATES

ARTICLE 11. MINIMUM RATES OF PAY

(a) The following rates of pay shall constitute the minimum compensation payable to employees covered by this Agreement:

(1) Minimum daily rates for employees working on theatrical and television motion pictures shooting within the jurisdiction of this Agreement, excluding long-form television motion pictures, pilots and new one-hour series:⁸

CATEGORY	3/1/25	3/2/25 - 2/28/26	3/1/26 - 2/27/27	2/28/27 - 2/29/28
Make-Up Artist Department Head	\$559.24	\$598.39	\$622.33	\$644.11
Hair Stylist Department Head	559.24	598.39	622.33	644.11
2nd & Additional Make-Up Artist	528.66	565.67	588.30	608.89
2nd & Additional Hair Stylist	528.66	565.67	588.30	608.89

(2) Minimum daily rates for employees working on new one-hour series shooting within the jurisdiction of the Agreement, for which principal photography of the first episode of the season commences on or after March 2, 2025,^{7,9} and new mini-series shooting within the jurisdiction of the Agreement (other than those made for basic cable) the first part of which commences on or after March 2, 2025:¹⁰

CATEGORY	3/1/25	3/2/25 - 2/28/26	3/1/26 - 2/27/27	2/28/27 - 2/29/28
Make-Up Artist Department Head	\$542.93	\$580.44	\$603.66	\$624.79
Hair Stylist Department Head	542.93	580.44	603.66	624.79
2nd & Additional Make-Up Artist	513.26	548.70	570.65	590.62
2nd & Additional Hair Stylist	513.26	548.70	570.65	590.62

(3) Minimum daily rates for employees working on long-form television motion pictures (including all mini-series, the first part of which commences principal photography prior to March 2, 2025, and all mini-series made for basic cable, regardless of when principal photography commences) and pilots shooting within the jurisdiction of the Agreement:

CATEGORY	3/1/25	3/2/25 - 2/28/26	3/1/26 - 2/27/27	2/28/27 - 2/29/28
Make-Up Artist Department Head	\$514.45	\$550.46	\$572.48	\$592.52
Hair Stylist Department Head	514.45	550.46	572.48	592.52
2nd & Additional Make-Up Artist	486.35	520.39	541.21	560.15
2nd & Additional Hair Stylist	486.35	520.39	541.21	560.15

(4) Minimum daily rates for employees working on dramatic series made for basic cable or The CW outside of New York, New Jersey and Connecticut:

The wage rates in Article 11(a)(3) for "long-form television motion pictures and pilots" shall apply to the first production season of any dramatic series made for basic cable or The CW outside of New York, New Jersey and Connecticut. During the second and third production seasons of such series, the wage rates shall lag the rates in Article 11(a)(1) or (2), as applicable, by three percent (3%). Thereafter, the rates shall be as provided in Article 11(a)(1) or (2), as applicable.

(b) If any one-hour series produced in Los Angeles under the terms of the Producer–IATSE Basic Agreement shoots all or part of any episode(s) within the geographic jurisdiction of Local 798, such episode(s) shall be treated, for purposes of the wages payable to employees engaged on such episode(s), as if it were produced within the geographic jurisdiction of Local 798.

III. WORKING CONDITIONS FOR EMPLOYEES WORKING ON MOTION PICTURES IN CONNECTICUT, DELAWARE, FLORIDA, MAINE, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, PENNSYLVANIA, RHODE ISLAND, VERMONT AND THE DISTRICT OF COLUMBIA

The working conditions set forth in this Part III shall apply to:

(a) Employees working in Connecticut, Delaware, Florida, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and/or the District of Columbia on theatrical or television motion pictures; and

(b) Employees employed on a one-hour series produced in Los Angeles under the terms of the Producer–IATSE Basic Agreement which shoots all or part of any episode(s) within the geographic jurisdiction of Local 798.

ARTICLE 12. WORKDAY/MINIMUM CALLS

(a) The standard workday (including the sixth and seventh days and holidays) shall consist of any eight (8) consecutive hours (or fraction thereof). The starting time shall be designated by the Company prior to dismissal on the previous workday. A workday starting on one calendar day and running into the next is credited entirely to the first calendar day, except that an employee whose work shift overlaps into a holiday or from a holiday into the next day shall be paid double time for those hours worked on the calendar holiday.

(b) All day calls shall be for a minimum of eight (8) hours work.

(c) A four (4) hour minimum call shall apply for any day on which an employee does not work and reports for training at the request of an individual Employer. If the training exceeds four (4) hours, then an eight (8) hour minimum call shall apply. The Employer shall make benefit contributions pursuant to Article 20 for any such day of training. Those portions of benefit contributions that are calculated at a "per hour"

the call time may be delayed in exigent circumstances such as unexpected changes to director or cast availability, weather or access to a location.

ARTICLE 13. WORKWEEK

(a) The regular workweek shall consist of any five (5) consecutive days out of any seven (7) consecutive days, commencing with the first of such five (5) days.

(b) Time and one-half shall be paid for the sixth day of work within a workweek. Double time shall be paid for the seventh day of work within a workweek. Any daily employee who is not on a regularly-scheduled workweek and who works six (6) days, starting with the first day worked, within a seven (7) day consecutive period, shall be paid time and one-half for the sixth day worked and double time for the seventh day worked.

(c) One time during the production of a motion picture (including pilots), or in the case of episodic television, once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one (1) week), the Employer may shift the workweek, without incurring added costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off of the prior workweek and/or by shifting a workweek commencing on Tuesday to a workweek commencing on Monday, provided that the intervening Sunday is a day off.

The parties confirm that the foregoing "shift in workweek" provision applies to a "round-trip" switch so that the Employer is permitted to return the workweek to the originally scheduled workweek, without incurring any additional costs (*e.g.*, a Monday-Friday shift which is switched to Tuesday-Saturday can be returned to Monday-Friday.)

If the Employer otherwise shifts the workweek such that the new workweek invades the preceding workweek, and the employee

The parties agree to administer all workweek provisions (*e.g.* five-out-of-seven workweek, payment for sixth or seventh days, workweek shift, etc.) on a uniform basis consistent with the IATSE Basic Agreement.

ARTICLE 14. OVERTIME

(a) Theatrical Motion Pictures

(1) Theatrical Motion Pictures Shooting in New York, New Jersey and Connecticut

All work performed in excess of eight (8) hours, but less than twelve (12) hours worked, shall be paid at one and one-half (1½) times the employee's regular basic hourly rate. All work performed after twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate. All work performed after fourteen (14) hours worked shall be paid at two and one-half (2½) times the employee's regular basic hourly rate, except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours. All work performed on the sixth consecutive workday in excess of twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate and all work performed in excess of fourteen (14) hours worked shall be paid at two and one-half (2½) times the employee's regular basic hourly rate, except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours. All work performed on the seventh consecutive workday in excess of fourteen (14) hours worked shall be paid at two and one-half (2½) times the employee's regular basic hourly rate, except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours.

Effective March 9, 2025, all time worked in excess of fifteen (15) elapsed hours shall be paid at three (3) times the employee's regular basic hourly rate (except for motion pictures commencing principal photography prior to March 9, 2025).

(2) Theatrical Motion Pictures Shooting in Florida, Maine,

employee's regular basic hourly rate, except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours. All work performed on the sixth consecutive workday in excess of twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate, except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours. All work performed on the seventh consecutive workday in excess of fourteen (14) hours worked shall be paid at two and one-half (2½) times the employee's regular basic hourly rate, except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours.

Effective March 9, 2025, all time worked in excess of fifteen (15) elapsed hours shall be paid at three (3) times the employee's regular basic hourly rate (except for motion pictures commencing principal photography prior to March 9, 2025).

(b) Television Motion Pictures

All work performed in excess of eight (8) hours, but less than twelve (12) hours worked shall be paid at one and one-half (1½) times the employee's regular basic hourly rate. All work performed after twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate, except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours. All work performed on the sixth consecutive workday in excess of twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate, except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours. All work performed on the seventh consecutive workday in excess of fourteen (14) hours worked shall be paid at two and one-half (2½) times the employee's regular basic hourly rate, except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours.

Effective March 9, 2025, all time worked in excess of fifteen (15) elapsed hours shall be paid at three (3) times the employee's regular basic hourly rate (except for television motion pictures, seasons of series and mini-series commencing principal photography prior to March 9, 2025).

ARTICLE 15. REST PERIOD

(a) Daily Rest Period

(1) There shall be at least a ten (10) hour rest period between the termination of work on one call and the commencement of the next work call, measured as provided in subparagraph (d) below, except that when an employee is required by the Employer to remain away from home overnight on distant location on a television motion picture, the daily rest period shall be nine (9) hours, measured "portal-to-portal."

(2) The penalty for violation of the daily rest period shall be as set forth in subparagraph (c)(1) or (2) below, except that:

(i) on theatrical motion pictures, when the employee works more than fourteen (14) consecutive hours (*i.e.*, fourteen (14) elapsed hours) from the time of reporting and does not receive a ten (10) hour rest period, the employee will be paid, upon resuming work, at the rate in effect at the time dismissed from the first call for all hours worked in excess of fourteen (14) until the employee receives a ten (10) hour rest period; and

(ii) on television motion pictures, when the employee works more than fourteen (14) consecutive hours (*i.e.*, fourteen (14) elapsed hours) from the time of reporting and does not get a nine (9) hour rest period, the employee will be paid, upon resuming work, at the rate in effect at the time dismissed from the first call for all hours worked in excess of fourteen (14) until the employee receives a nine (9) hour rest period.

(b) Weekend Rest Period¹¹

(1) Weekend Rest Period for Employees Who Work a Five (5) Consecutive Day Workweek

An employee who works five (5) consecutive days in the workweek shall be entitled to a weekend rest period of fifty-four (54) hours, inclusive of the daily rest period.

The weekend rest period may be reduced to fifty (50) hours, inclusive of the daily rest period, in the following circumstances:

(i) the fifth day of the workweek is no longer than twelve (12) hours worked; and either

(ii) (A) exterior night shooting, as called for in the script, is scheduled for the fifth day of the workweek;

(B) work on the fifth day of the workweek takes place at a shooting location, access to which is limited to certain hours; or

(C) work on the fifth day of the workweek is delayed due to a health and safety concern as a result of weather or a natural hazard that occurs during the course of the employee's work shift.

(iii) Employer may utilize the foregoing exceptions:

(A) once on a one-time motion picture 66 minutes or more but less than 85 minutes in length;

(B) no more than once every six (6) weeks on episodic series and mini-series; or

(C) twice on a theatrical motion picture or a one-time motion picture 85 minutes or more in length.

(2) Weekend Rest Period for Employees Who Work a Six (6) Consecutive Day Workweek

An employee who works six (6) consecutive days in the workweek shall be entitled to a rest period of thirty-two (32) hours, inclusive of the daily rest period.

(3) Weekend Rest Period for Employees Whose Sixth Day Worked Occurs on the Seventh Day of the Workweek

(4) The foregoing rest periods shall not apply to a workweek shift.

(5) Measurement of the weekend rest period shall be the same as applies to the daily rest period in this Article 15, except that the measurement of the weekend rest period for an employee who is required by the Employer to remain away from home overnight on distant location shall be "set-to-set" or, if the employee is not employed on a set, "worksite-to-worksite," meaning the measurement for the weekend rest period shall commence upon dismissal at the set (or at the worksite) and end at call time at the set (or at the worksite).

(c) (1) Prior to June 8, 2025, penalty for invasion of the rest period as provided herein shall be a payment for invaded hours only at an additional straight time, except as otherwise provided in subparagraph (a)(2)(i) or (ii) above.

(2) Effective June 8, 2025, and except as provided in subparagraph (a)(2)(i) or (ii) above, the penalty for invasion of the rest period as provided herein shall be a payment for invaded hours only at additional double time. If the rest period is invaded by one-half hour or less, the penalty shall be payment of one-half hour of additional double time; if the rest period is invaded by more than one-half hour, the penalty shall be computed in one-tenth hour increments (*e.g.*, a thirteen (13) minute invasion would result in payment of additional double time for one-half hour, and a thirty-six (36) minute invasion would result in payment of additional double time for six-tenths of an hour). This subparagraph (2) shall not apply to motion pictures, parts of a mini-series or episodes of a series which commence principal photography prior to June 8, 2025.

(d) The daily rest period shall start and end as follows:

(1) For Employees Reporting to a Location in the Thirty (30) Mile New York Zone, Within the Area Bounded by 125th Street and the Battery

In the New York metropolitan area, when an employee is required to report to a location within the thirty (30) mile zone (as

(2) For Employees Reporting to a Location Within the Thirty (30) Mile Zone, But Outside the Area Bounded by 125th Street and the Battery

In the New York metropolitan area, if an employee is required to report to a location within the thirty (30) mile zone, but outside the area between 125th Street and the Battery, the daily rest period shall be deemed to commence at the time that results when the amount of time required for the employee to travel from such location back to either a mutually agreed upon point in the area bounded by 125th Street and the Battery or to the perimeter of the area bounded by 125th Street and the Battery is added to the employee's dismissal time.

If the employee reports to a location within the thirty (30) mile zone, but outside the area between 125th Street and the Battery for the same Employer on the following day, then the daily rest period ends when the amount of time required for the employee to travel from either a mutually agreed upon point in the area bounded by 125th Street and the Battery or from the area bounded by 125th Street and the Battery to the location is subtracted from the employee's call time.

For example, suppose an employee is required to report to Newark for work on a pilot which commences principal photography on November 1, 2022. The employee is dismissed from work at 9:00 p.m. Suppose the agreed-upon travel time from Newark to reach the perimeter of the area between 125th Street and the Battery is one-half hour. The employee's daily rest period begins at 9:30 p.m. When the employee is required to report to Newark to work for the same Employer the following day, the employee's call time may not be earlier than 8:00 a.m. to avoid an invasion of the ten (10) hour daily rest period. '

(3) For Employees Reporting to a Studio

In the New York metropolitan area, when an employee is required to report to a studio located within the thirty (30) mile zone (as defined in Article 18(a)(1) of this Agreement), the daily rest period shall commence at the time of dismissal at the studio and, if called to work at the studio by the same Employer the following day, end at the call time for the next day.

when the amount of time required for the employee to travel from the location to either a mutually agreed-upon point in the area bounded by 125th Street and the Battery or to the perimeter of the area bounded by 125th Street and the Battery is added to the employee's dismissal time and ends when the amount of time required for the employee to travel from a mutually agreed-upon point in the area bounded by 125th Street and the Battery or from the perimeter of the area bounded by 125th Street and the Battery to the location is subtracted from the employee's call time, if called to work by the same Employer at a nearby location on the following day.

For example, an employee is required to report for work to Princeton, N.J. for work on a pilot that commences principal photography on November 1, 2022. The employee is dismissed from work at 8:00 p.m. Suppose the agreed-upon travel time from Princeton to the perimeter of the area bounded by 125th Street and the Battery is one and one-half (1½) hours. The employee's daily rest period begins at 9:30 p.m. When the employee is required to report to Princeton to work for the same Employer the following day, the employee's call time may not be earlier than 9:00 a.m. to avoid an invasion of the ten (10) hour daily rest period.

(5) A designated representative of the Employer and a designated representative of the Union shall determine the amount of time needed to travel between the location and either the mutually agreed-upon point within the area bounded by 125th Street and the Battery or the perimeter of the area bounded by 125th Street and the Battery. In the event of a dispute, the matter shall be referred to the employees' bargaining representative and to the Labor Relations representative of the Employer for resolution.

(6) For Employees Reporting to Work in All Other Areas Covered by Part III of this Agreement

For employees reporting to work in all other areas of Connecticut, Delaware, Florida, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and/or the District of Columbia, the rest period shall be "set-to-set" (*i.e.*, begins at the employee's dismissal time at the set and ends at the employee's

ARTICLE 16. MEAL PERIODS AND MEALS

(a) Meal periods shall be not less than one-half ($\frac{1}{2}$) hour nor more than one (1) hour in length. Not more than one meal period shall be deducted from work time for an employee during the minimum call. A second meal period may be deducted from work time for those employees who work in excess of the minimum call. The minimum guarantee of work time after an evening meal shall be one and one-half ($1\frac{1}{2}$) hours. This guarantee does not apply when such meal is supplied at the Company's expense.

(b) The employee's first meal period shall commence within six (6) hours following the time of first call for the day; succeeding meal periods for the same employee shall commence within six (6) hours after the end of the preceding meal period. A twelve (12) minute grace period may be called for production efficiency prior to imposition of any meal penalty. Such grace period shall not be scheduled nor automatic, nor is it intended for everyday use. The twelve (12) minute grace period may not be utilized when the meal period has been extended as permitted by subparagraph (c) below. An employee's first meal period shall commence no earlier than two (2) hours after such employee reports for work, except as provided in subparagraph (d) below.

(c) The meal interval may be extended by one-half ($\frac{1}{2}$) hour (one (1) hour for television) without penalty when used for wrapping up or to complete the camera take(s) in progress, until print quality is achieved. Such extension shall not be scheduled nor automatic.

(d) If any member of the company after commencement of work time is given a reasonable hot breakfast, without deducting the time spent in eating (thirty (30) minutes) from work time, then the first meal may be six (6) hours after such breakfast. The parties hereby confirm that the reference to "a reasonable hot breakfast" means a meal appropriate to the time of day.

(e) When an employee is working without direct employer supervision and is given the prerogative to arrange his/her meal periods, the employee shall be charged with the responsibility of taking proper meal period(s).

(f) The meal penalty for delayed meals shall be computed as follows:

On theatrical motion pictures within New York, New Jersey and Connecticut:

First one-half ($\frac{1}{2}$) hour meal delay or fraction thereof..... \$10.00

Second one-half ($\frac{1}{2}$) hour meal delay or fraction thereof..... \$15.00

Third and each succeeding one-half ($\frac{1}{2}$) hour meal delay or fraction thereofOne (1) hour of pay at the prevailing rate.

On television motion pictures (other than television motion pictures shooting in a studio) within New York, New Jersey and Connecticut and on theatrical and television motion pictures (other than television motion pictures shooting in a studio) within Delaware, Florida, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont and the District of Columbia:

First one-half ($\frac{1}{2}$) hour meal delay or fraction thereof..... \$ 6.50

Second one-half ($\frac{1}{2}$) hour meal delay or fraction thereof..... \$ 7.50

Third one-half ($\frac{1}{2}$) hour meal delay or fraction thereof..... \$17.50

Fourth and each succeeding one-half ($\frac{1}{2}$) hour meal delay or fraction thereofOne (1) hour of pay at the prevailing rate.

On television motion pictures shooting in a studio:

First one-half ($\frac{1}{2}$) hour meal delay or fraction

Fourth and each succeeding one-half (1/2) hour meal delay or fraction thereofOne (1) hour of pay at the prevailing rate.

(g) As an alternative to the foregoing provisions of this Article as they relate to "on production" employees, the Employer, at its option, may institute "French hours" on a daily basis for "on production" employees, with the approval of a majority of the IATSE-represented crew. An employee's consent to the use of a "French hours" meal system shall not be a condition of employment.

(h) In addition, the parties agree to the following clarifications:

(1) A meal need not be provided to employees working at a studio. A "studio" shall be defined as any facility with a production office and one or more sound stage(s) that is used for motion picture production on other than a temporary basis and that is located within a radius of thirty (30) miles of Columbus Circle (the "thirty (30) mile report-to-zone") (as defined in Article 18(a)(1)). Examples of studios include but are not limited to: *Steiner Studios (Brooklyn)*, *Silvercup Studios (Long Island City, Queens, Bronx)*, *Meadowlands Arena fka Izod Center, Kearny Point, Palisades Stages (Kearny, NJ)*, *Haven Studios (Mount Vernon, NY)*, *21 Caven Point Avenue (Jersey City, NJ)*.

(2) Subpart (e) of this item is clarified so that self-directed employees are to be given a meal allowance when a meal allowance is applicable (*i.e.*, on nearby locations), but will not receive meals nor meal penalties. If the employee is given a meal, however, no meal allowance shall be payable.

ARTICLE 17. HOLIDAYS

Effective March 9, 2025, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day are holidays hereunder. Work performed on any of such holidays shall be computed at double time with a minimum call of eight (8) hours. Any holiday designated by

holiday falling on a Saturday in a six (6) day workweek will be celebrated on Saturday.

An employee who does not work on Martin Luther King Jr. Day or Juneteenth shall be paid for the holiday on the basis of eight (8) hours at the employee's regular straight time hourly rate. To be eligible for pay for the Martin Luther King Jr. Day or Juneteenth holiday which is not worked, the employee must work the scheduled workday before and the scheduled workday after the holiday. (If the next scheduled workday before the holiday precedes (or the next scheduled workday after the holiday follows) a hiatus of one (1) week or more, no holiday pay shall be payable.)

Local 798 agrees that it will not unreasonably deny a request for a waiver to switch the Veteran's Day holiday for Good Friday on a given production in the event that the Employer reaches an agreement with Motion Picture Studio Mechanics, Local 52 to do so.

ARTICLE 18. STUDIO, NEARBY AND DISTANT LOCATIONS

(a) "Report to" Zone and Nearby Locations -- The following shall apply in the New York metropolitan area:

(1) The Thirty (30) Mile Zone

Any location within a radius of thirty (30) miles of Columbus Circle (the "thirty (30) mile report-to zone"), other than Sandy Hook, New Jersey, shall be a report-to location without any travel payment requirement. When an employee reports for work within the thirty (30) mile report-to zone, the employee's call time shall commence at the location and shall end when dismissed at such location.

(2) Nearby Locations

Any employee who is required to report to a nearby location (*i.e.*, a location other than a distant (overnight) location which is outside the thirty (30) mile report-to zone) shall be paid mileage based on thirty cents (\$0.30) per mile computed from the perimeter of the area

results when the amount of time needed to travel from the location to either such mutually-agreed upon point or to the perimeter of the area bounded by 125th Street and the Battery is added to the dismissal time.

(3) A designated representative of the Company and a designated representative of the Union shall determine the amount of time needed to travel between the location and either the mutually-agreed upon point or the perimeter of the area bounded by 125th Street and the Battery. In the event of a dispute, the matter shall be referred to the Business Representative of the Union and to the Labor Relations representative of the Producer for resolution.

(b) Distant Locations

(1) Distant locations are locations on which the employee is required to remain away and be lodged overnight.

(2) The employee's necessary traveling expenses, meals and lodging shall be made available at the Company's expense. The Company shall furnish first class transportation to and from distant locations with first class sleeping accommodations. Tourist travel on a regularly scheduled commercial airline shall be deemed "first class" transportation.

(3) Employees who work on distant location shall receive four (4) hours pay at scale (not work time), plus eight (8) hours of pension and welfare contributions for unworked sixth and/or seventh days.

(4) Holidays not worked falling in the employee's regular workweek on distant location shall be paid for as one (1) day's work at straight time.

**ARTICLE 18.1 COURTESY HOUSING OR
TRANSPORTATION**

(a) Prior to March 9, 2025, upon request of an employee who is required to work in excess of fourteen (14) hours and who advises the

for the personal vehicle of an employee who elected to use a personal vehicle in lieu of Employer-provided transportation.

(b) Effective March 9, 2025, when an employee is required to work in excess of fourteen (14) hours, Employer shall offer the employee either courtesy housing or round trip transportation, at the Employer's election. Round trip transportation shall be from the designated crew parking area to home and return at the Employer's expense.¹³ Employer shall inform employees of the availability of courtesy housing or round trip transportation. Employees shall not be required to secure their own courtesy housing or round trip transportation. Employer must supply and arrange for sufficient courtesy housing/round trip transportation to accommodate all employees who may request the same. In this circumstance, an employee who chooses to obtain transportation through a ride share service such as Uber or Lyft shall be reimbursed upon submission of receipt.

Courtesy housing, when offered, must be available to the employee for at least the applicable daily rest period, or until the employee's call time, whichever is earlier.

Employer shall provide secured parking for employees utilizing courtesy housing/round trip transportation when the employee's vehicle is left at the production location. If an employee has driven to the worksite when Employer offered the employee transportation, Employer shall have no responsibility for the personal vehicle of the employee.

Employer shall include information on the call sheet informing employees of these new provisions obligating the Employer to offer either courtesy housing or round trip transportation, which shall include the name and contact information of the individual responsible for coordinating the same on each production. Employer shall also include a joint message from the Employer and the Union in the start paperwork encouraging employees to utilize courtesy housing/round trip transportation and reminding employees of their right to request the same whenever they are too tired to drive.

The following describes the calculation of work time and rest periods for an employee who reports to a location outside the "thirty (30) mile report-to zone," and who is then provided courtesy housing:

(1) The employee's work time ends upon arrival at the courtesy housing (except as provided in subparagraph (3) below).

(2) If the employee has a call for the same Employer on the next day: The measurement of the employee's daily rest period shall begin when the employee arrives at the courtesy housing on the previous day and end when the employee departs the courtesy housing for the call on the next day. The amount of time it takes to travel from the courtesy housing to the production location on the next day shall be added to the employee's work time on the next day.

(3) If the employee does not have a call for the same Employer on the next day but is entitled to a weekend rest period: The amount of time required for the employee to travel from the production location to either a mutually-agreed upon point in the area bounded by 125th Street and the Battery or to the perimeter of the area bounded by 125th Street and the Battery shall be added to the employee's work time for the previous day and to the measurement of the employee's weekend rest period. (For clarity, this added time shall be in lieu of the time it takes to travel from the production location to the courtesy housing.)

ARTICLE 18.2 USE OF PERSONAL VEHICLE

When an employee uses a personal vehicle at the Employer's request to conduct business for the Employer during the workday (and not for commuting purposes), the Employer shall reimburse the employee for parking and toll road fees that are necessarily incurred and pre-approved by the Employer and for mileage at the then-current IRS rate or shall make other arrangements with the employee for payment as allowed under applicable law (*e.g.*, car allowance). Prior to March 9, 2025, the preceding sentence shall apply only within a radius of thirty (30) miles of Columbus Circle. It is understood that if transportation is offered by the Employer, no reimbursement of any kind is required for the employee's use of a personal vehicle.

whichever is greater, but in no event more than eight (8) hours of pay at straight time. Effective March 9, 2025 Employer shall make pension and health contributions based on one-half of the applicable daily contributions if the employee's actual travel time on such day is six (6) hours or less and a full day of contributions if the employee's actual travel time on such day exceeds six (6) hours. Any hourly-based pension and health contributions rate shall be paid based on the actual time traveled with a minimum of four (4) hours up to a maximum of eight (8) hours.

(b) Local transportation time consumed at the beginning and ending of each day's work in transporting the employee to and from the housing base at distant locations and the shooting site or place of work shall be computed as part of hours worked.

(c) On distant locations, the Company shall furnish first class lodging accommodations and three (3) first class meals daily.

On nearby locations, employees shall receive meal allowances as follows:

\$4.00 for breakfast where the call is for 7:00 a.m. or before;

\$5.50 for lunch where the employee works beyond five (5) hours from reporting time; and

\$9.00 for dinner where the employee is not dismissed by 7:00 p.m.

In lieu of reimbursement for meals as set forth above, the Company may provide such meals.

(d) In any trip of less than eight (8) hours, the remaining time may be consumed in work with all time over the eight (8) hours (travel plus work) to be computed at overtime rates.

ARTICLE 20. PENSION AND HEALTH AND WELFARE AND ANNUITY CONTRIBUTIONS

Local 798, and four (4) designated by the companies making contributions thereto.

The trustees shall be required to maintain the Local 798 Pension Fund as qualified by the Treasury Department under Section 401 *et seq.* of the Internal Revenue Code so that the Company may be allowed to deduct the contributions as a proper business expense. The trustees are empowered and directed to take any and all actions and make any and all applications necessary to continue to ensure proper tax exemptions of payments made by the Company to the Local 798 Pension Fund and of the Local 798 Pension Fund income.

(b) Local 798 warrants and represents that the IATSE Annuity Fund is and shall continue to be a jointly-administered Trust established and maintained in accordance with the provisions of Section 302(c) of the Labor-Management Relations Acts of 1947, as amended, and qualified under the applicable provisions of the Internal Revenue Code.

(c) The Company shall be obligated to make contributions to the IATSE National Health and Welfare Fund, the Local 798 Pension Fund and the IATSE Annuity Fund as set forth herein effective March 2, 2025. (For March 1, 2025, the contribution rates (and allocation of those contribution rates) shall continue as provided in the 2022 Agreement for the period March 3, 2024 to and including February 28, 2025.)

(1) Theatrical Motion Pictures

(i) For Make-up Artists and Hair Stylists employed on theatrical motion pictures in New York, New Jersey and Connecticut:

(A) The total benefit contribution rate, in lieu of any hourly contribution rate, shall be \$186.02 per day, plus an amount equal to five percent (5%) of the applicable straight time hourly scale rate of pay for all hours worked or guaranteed, to the IATSE Annuity Fund, effective March 2, 2025, with the \$186.02 per day contribution allocated as follows:

1) \$102.84 per day effective March 2, 2025 to the IATSE National Health and Welfare Fund;

(B) The total benefit contribution rate shall be \$195.00 per day, plus an amount equal to five percent (5%) of the applicable straight time hourly scale rate of pay for all hours worked or guaranteed to the IATSE Annuity Fund, effective March 1, 2026, to be allocated as provided in subparagraph (c)(3) below.

(C) The total benefit contribution rate shall be \$205.00 per day, plus an amount equal to five percent (5%) of the applicable straight time hourly scale rate of pay for all hours worked or guaranteed to the IATSE Annuity Fund, effective February 28, 2027, to be allocated as provided in subparagraph (c)(3) below.

(ii) For Make-up Artists and Hair Stylists employed on theatrical motion pictures in Delaware, Florida, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont and the District of Columbia:

(A) The total hourly and daily benefit contribution rates shall be \$10.03 per hour, up to eight (8) hours in any day, plus \$94.76 per day, effective March 2, 2025, allocated as follows:

1) \$5.57 per hour for each hour worked, up to eight (8) hours in any day, plus \$59.10 per day, effective March 2, 2025 to the IATSE National Health and Welfare Fund;

2) \$4.46 per hour for each hour worked, up to eight (8) hours in any day, plus \$9.50 per day effective March 2, 2025, to the Local 798 Pension Fund; and

3) \$26.16 per day, effective March 2, 2025 to the IATSE Annuity Fund.

(B) The total hourly and daily benefit contribution rate shall be \$10.03 per hour, up to eight (8) hours in any day, plus \$109.76 per day, effective March 1, 2026. The amount and allocation of the hourly benefit contribution shall be as provided in subparagraph (c)(1)(ii)(A) 1) and 2) above. The daily benefit contribution rate is to be allocated as provided in subparagraph (c)(3) below.

contribution rate is to be allocated as provided in subparagraph (c)(3) below.

(2) Television Motion Pictures

(i) For Make-up Artists and Hair Stylists employed on television motion pictures in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont and the District of Columbia:

(A) The total hourly and daily benefit contribution rates shall be \$9.03 per hour, up to eight (8) hours in any day, plus \$102.76 per day, effective March 2, 2025, allocated as follows:

1) \$5.57 per hour for each hour worked, up to eight (8) hours in any day, plus \$65.94 per day effective March 2, 2025 to the IATSE National Health and Welfare Fund;

2) \$3.46 per hour for each hour worked, up to eight (8) hours in any day, plus \$11.32 per day effective March 2, 2025, to the Local 798 Pension Fund; and

3) \$25.50 per day, effective March 2, 2025 to the IATSE Annuity Fund.

(B) The total hourly and daily benefit contribution rate shall be \$9.03 per hour, up to eight (8) hours in any day, plus \$117.76 per day, effective March 1, 2026. The amount and allocation of the hourly benefit contribution shall be as provided in subparagraph (c)(2)(i)(A) 1) and 2) above. The daily benefit contribution rate is to be allocated as provided in subparagraph (c)(3) below.

(C) The total hourly and daily benefit contribution rate shall be \$9.03 per hour, up to eight (8) hours in any day, plus \$132.76 per day, effective February 28, 2027. The amount and allocation of the hourly benefit contribution shall be as provided in subparagraph (c)(2)(i)(A) 1) and 2) above. The daily benefit contribution rate is to be allocated as provided in subparagraph (c)(3)

(ii) For Make-up Artists and Hair Stylists employed on television motion pictures in Florida:

(A) The total hourly and daily benefit contribution rates shall be \$10.03 per hour, up to eight (8) hours in any day, plus \$94.76 per day, effective March 2, 2025, allocated as follows:

1) \$5.57 per hour for each hour worked, up to eight (8) hours in any day, plus \$61.76 per day effective March 2, 2025 to the IATSE National Health and Welfare Fund;

2) \$4.46 per hour for each hour worked, up to eight (8) hours in any day, plus \$9.50 per day effective March 2, 2025 to the Local 798 Pension Fund; and

3) \$23.50 per day, effective March 2, 2025 to the IATSE Annuity Fund.

(B) The total hourly and daily benefit contribution rate shall be \$10.03 per hour, up to eight (8) hours in any day, plus \$109.76 per day, effective March 1, 2026. The amount and allocation of the hourly benefit contribution shall be as provided in subparagraph (c)(2)(ii)(A) 1) and 2) above. The daily benefit contribution rate is to be allocated as provided in subparagraph (c)(3) below.

(C) The total hourly and daily benefit contribution rate shall be \$10.03 per hour, up to eight (8) hours in any day, plus \$124.76 per day, effective February 28, 2027. The amount and allocation of the hourly benefit contribution shall be allocated as provided in subparagraph (c)(2)(ii)(A) 1) and 2) above. The daily benefit contribution rate is to be allocated as provided in subparagraph (c)(3) below.

(iii) For Make-up Artists and Hair Stylists employed on television motion pictures in New York, New Jersey and Connecticut, the Company shall make an aggregate contribution to the IATSE National Health and Welfare Fund, the Local 798 Pension Fund and the IATSE Annuity Fund of \$175.00 per day (allocated \$96.00 per

below) for the period February 28, 2027 to and including February 29, 2028.

(3) Allocation of the fringe benefit contribution increases which are effective March 1, 2026 and February 28, 2027 shall be made by mutual agreement of the bargaining parties no later than one hundred twenty (120) days in advance of the respective effective dates. In the event the parties do not mutually agree upon the allocation before the deadline described in the preceding sentence, the entire increase in the fringe benefit contribution rate from the previous period shall be allocated to the IATSE National Health and Welfare Fund, unless the Local 798 Pension Fund is less than eighty percent (80%) funded or is projected to have a negative credit balance during the seven (7) year projection period, based on the Pension Protection Act funded status as shown in the Actuarial Certification of Plan Status for the then-current year (*i.e.*, as of November 1, 2025 (which is scheduled to be issued approximately at the end of January 2026) or as of November 1, 2026 (which is scheduled to be issued approximately at the end of January 2027), in which case, the entire amount shall be allocated to the Local 798 Pension Fund.

The parties may agree to different allocations for each of subparagraphs (i) through (iv) below:

(i) Article 20(c)(1)(ii) in the Major Film Theatrical and Television Series Agreement;

(ii) Article 20(c)(2)(i) in the Major Film Theatrical and Television Series Agreement and Article 30(c)(1) in the Supplemental Digital Production Agreement;

(iii) Article 20(c)(2)(ii) in the Major Film Theatrical and Television Series Agreement and Article 30(c)(2) in the Supplemental Digital Production Agreement;

(iv) Article 20(c)(2)(iii) in the Major Film Theatrical and Television Series Agreement and Article 30(c)(3) in the Supplemental Digital Production Agreement.

their employment. If so required by the trustees, such statements shall be on forms furnished by the Funds and copies of same shall be sent simultaneously to Local 798.

(e) The trustees of the IATSE National Health and Welfare Fund and the Local 798 Pension Fund may compel payment of the contributions herein provided in any manner which they may deem proper, but such right on the part of the trustees shall be without limitation upon Local 798's rights and privileges in this connection.

(f) The Company shall not be liable in any respect because of the neglect, failure, or refusal of any other Company to make payments to the IATSE National Health and Welfare Fund or the Local 798 Pension Fund or to file reports required under the provisions of any agreement between any such other Company and Local 798.

(g) Contributions to the IATSE Annuity Fund shall be due and payable on the first day of each month and shall be accompanied by a remittance report specifying the name, address, social security number and amount contributed for each employee. Contributions made pursuant thereto are not deemed wages and, therefore, shall not be included in calculating the amount of the employee's earnings for tax purposes.

(h) The Employers agree to assist Local 798 in ensuring that Employers complete and return trust acceptance documents to the IATSE National Annuity Fund in order to facilitate the acceptance of contributions to said Fund on behalf of employees employed under the Local 798 Agreement.

(i) In no event shall the IATSE Annuity Fund be liable to any employee, beneficiary or other person for any failure on the part of the Company to make contributions to the said Annuity Fund as herein required.

(j) The bargaining parties hereby recommend to the trustees of the Local 798 Pension Fund that future pension benefit increases be based upon a funding margin of seven percent (7%) to ten percent (10%) (as measured by withdrawal liability standards for PBGC purposes, but

ARTICLE 20.1 401(k) FEATURE OF IATSE ANNUITY FUND

The parties recognize that the 401(k) feature of the IATSE Annuity Fund permits salary deferral by certain employees employed under "Majors Features and Television Agreements" as defined by the Fund. The parties hereby agree that employees shall be eligible to defer salary to the 401(k) feature of the IATSE Annuity Fund in accordance with the rules of that Fund and in accordance with the following:

(a) There will be no Employer contributions to the 401(k) feature of the IATSE Annuity Fund.

(b) Either the Union and/or the participants in the Fund shall pay any management or administrative costs.

(c) The Employers and the Union will take such measures, particularly with respect to the design of the Fund, as are required to limit the liability of the Employers.

(d) The Fund shall warrant to the Employers that it will timely discharge its duties and responsibilities so as to avoid any liability for the Employers.

ARTICLE 21. PENSION, HEALTH AND WELFARE AND ANNUITY (SUPPLEMENTAL PROVISION)

Local 798 shall be considered an employer solely for the purpose of being allowed to make contributions to the Pension, Health and Welfare and Annuity Funds on behalf of its full-time officers and employees, and the said Funds may also be considered employers so as to cover their own employees, if any, with the benefits of such Funds, and if so determined by the trustees, retirees under the Pension Fund may be covered for benefits of the Health and Welfare Fund either in whole or part.

ARTICLE 22. EMPLOYMENT REQUIREMENTS

(b) If hired, the Make-up Artist or Hair Stylist shall remain on the job as long as the actors who have been made up by the Make-up Artist are before the camera. The operation of multiple stages or studios shall not be conducted by the Company in such manner as will avoid the employment of additional Make-up Artists or Hair Stylists where necessary.

(c) No Make-up Artist or Hair Stylist may be employed to perform services for two (2) separate Employers in any one (1) day without express permission from an authorized officer of the Union.

ARTICLE 23. HAZARDOUS WORK

An employee will not jeopardize working opportunities by refusing to perform work that is considered hazardous.

ARTICLE 24. COLD AND WET WORK

The Company will provide suitable wearing apparel for abnormally cold or wet work not contemplated at the time of employment.

ARTICLE 25. WORKING ACCOMMODATIONS

The Company will provide suitable working accommodations for make-up artists and hair stylists. The Company will also provide suitable storage space at the studio or on location for all make-up and hair styling equipment carried by employees. The Company shall not have any responsibility for equipment supplied by the employee. Suitable working accommodations include, but are not limited to, adequate light and protection from the elements. The Company agrees to abide by the aforementioned provisions to the extent possible and consistent with the shooting site.

ARTICLE 26. SCREEN CREDIT

ARTICLE 27. VIEWING RUSHES

Any employee ordered or directed to view rushes during a meal period or after the work day is ended is to be paid time and one-half or, if ordered or directed to report for such purpose on a day other than the day the employee worked, is to receive a day's pay. Employees subject to this Agreement will not be required to view rushes on days when an employee's work time has exceeded twelve (12) hours.

ARTICLE 28. CANCELLATION OF CALLS, WEATHER - PERMITTING CALLS AND TERMINATION OF SERVICES

(a) The Company, in order to cancel a call for the following day, shall notify the employee or the Union by 6:00 p.m. if the employee is already working on the job. The Company, in order to cancel a call for a job not yet started, shall notify the Union or the employee no later than 6:00 p.m. of the day previous to the day his/her job was to have started.

(b) Notwithstanding the provisions of subparagraph (a) above, the Employer may cancel calls due to inclement weather (*e.g.*, extreme heat, extreme cold, extreme wind, tornadoes, Nor'easters, flooding, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions, hurricanes). The employee must be notified of the cancellation no later than 8:00 p.m. the night before the call. The Employer may also cancel calls for the first day of a new workweek (*e.g.*, Monday) so long as the Employer makes an effort to inform employees on the last day of the preceding workweek (*i.e.*, Friday in the case of a Monday call) of the possibility that the call will be cancelled and the employee is notified of the cancellation before 8:00 p.m. on the evening prior to the call (*i.e.*, Sunday in the case of a Monday call). Local 798 agrees that it will not unreasonably deny a request by the Employer to cancel a call under this provision due to other weather conditions.

(c) The Employer may issue a "weather-permitting" call for inclement weather (*e.g.*, extreme heat, extreme cold, extreme wind, tornadoes, Nor'easters, flooding, snow, sleet, ice storms, fire hazard as

An employee notified not to report to work shall be paid four (4) hours of pay at straight time, and the Employer shall make contributions to the Local 798 Pension Fund, IATSE National Health and Welfare Fund and the IATSE Annuity Fund as follows: With respect to those portions of contributions that are calculated at a "per hour" rate and those portions of contributions that are calculated as a percentage of the applicable straight time hourly scale rate of pay, such contributions shall be made on the basis of four (4) hours. With respect to those contributions that are calculated at a "per day" rate or those portions of contributions that are calculated at a "per day" rate, the Employer shall contribute one-third ($\frac{1}{3}$) of the "per day" rate.

However, if the notification is untimely, the employee shall be paid for an eight (8) hour minimum call.

The foregoing is in addition to the Employer's rights under Article 28(a) and (b) above. Local 798 agrees that it will not unreasonably deny a request by the Employer to issue a "weather-permitting" call under this Article 28(c) for other weather conditions.

(d) When an employee's services are terminated, the employee shall be paid within seven (7) calendar days of his/her termination.

ARTICLE 29. PAYMENT OF WAGES

Employees shall be paid for all time worked not later than Friday for work performed during the previous payroll week (the week encompassing the previous Sunday through Saturday period).

Effective March 9, 2025, the payroll start package/forms, whether electronic or hard copy, must be provided to a new employee no later than the end of the first day of employment. Inadvertent failure to do so shall not be considered a violation of this provision. When requested by the employee, the Employer must provide a hard copy of the start package/forms to the employee or assist with completion of the electronic start package/forms.

In addition, the Company shall provide, or the Company shall require the payroll company for the production to provide, the Union with a list of new hires covered under this Agreement commencing two weeks after the first such covered employee is hired and every two weeks thereafter, if applicable.

Should the Company fail to provide these reports as required, the Union will contact the Company to allow the Company to cure any non-compliance.

This Article 30 shall not be subject to grievance and arbitration.

ARTICLE 31. BOX RENTAL

An employee required to supply materials shall be entitled to be paid a minimum fee of thirty dollars (\$30.00) per day for same on theatrical motion pictures and twenty-five dollars (\$25.00) per day on television motion pictures for same.

ARTICLE 32. PREP TIME

Employees shall be given eighteen (18) minutes of prep time.

ARTICLE 33. IATSE TRAINING TRUST FUND

(a) Employer shall contribute to the IATSE Training Trust Fund forty dollars (\$40.00) for each shooting day on which the Employer employs an individual in New York, New Jersey or Connecticut under the terms of this Agreement, with a maximum contribution of two thousand five hundred dollars (\$2,500) per calendar year per Employer. An Employer will be deemed to have reached the maximum contribution to the IATSE Training Trust Fund of two thousand five hundred dollars (\$2,500) per calendar year under this subparagraph (a) when the total contribution by Employers within the same corporate family as the Employer has reached two thousand five hundred dollars (\$2,500) per calendar year. Contributions hereunder shall be due within ninety (90) days following the end of the calendar year in which the IATSE Training Trust Fund contribution is due.

Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont
or the District of Columbia)

IV. WORKING CONDITIONS FOR EMPLOYEES WORKING ON MOTION PICTURES IN GEORGIA, LOUISIANA, MARYLAND, NORTH CAROLINA, SOUTH CAROLINA, VIRGINIA AND WEST VIRGINIA

The working conditions set forth in this Part IV shall apply to:

(a) Employees working on motion pictures in Georgia, Louisiana, Maryland, North Carolina, South Carolina, Virginia and West Virginia ("the Southeastern States"); and

(b) Employees employed on a one-hour series produced in Los Angeles under the terms of the Producer-IATSE Basic Agreement which shoots all or part of any episode(s) within the geographic jurisdiction of Local 798.

ARTICLE 34. WORKDAY

(a) A work day consists of a minimum of eight (8) hours, excluding meal periods.

(b) A work day starting on one calendar day and running into the next calendar day shall be credited to the first calendar day, except that an employee whose work shift overlaps into a holiday or from a holiday into the next day shall be paid at double time for those hours worked on the calendar holiday.

(c) A four (4) hour minimum call shall apply for any day on which an employee does not work and reports for training at the request of an individual Employer. The Employer shall make contributions pursuant to Article 20. Those portions of benefit contributions that are calculated at a "per hour" rate and those portions of benefit contributions that are calculated as a percentage of the applicable straight time hourly scale rate of pay shall be made on the basis of eight (8) hours.

If the training exceeds four (4) hours, then an eight (8) hour minimum call shall apply and the Employer shall make contributions pursuant to Article 20.

ARTICLE 35. WORKWEEK

A workweek consists of either five (5) consecutive or six (6) consecutive work days out of any seven (7) consecutive calendar days, commencing with the first day worked. (The sixth day worked need not be consecutive when the Employer has established a regular workweek consisting of five (5) days. The workweek may be shifted two (2) times without incurring additional costs during principal photography for each production (including pilots), or in the case of episodic television, the workweek may be shifted two (2) times between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one week).) Any workweek shift shall be subject to a minimum thirty-two (32) hour rest period.

The parties confirm that the foregoing "shift in workweek" provision allows for a "round trip" switch, so that the Employer is permitted to return the workweek to the originally scheduled workweek without incurring any additional costs (*e.g.*, a Monday-Friday shift which is switched to Tuesday-Saturday can be returned to Monday-Friday without incurring additional costs).

ARTICLE 36. OVERTIME AND PREMIUM PAY

(a) For all hours worked in excess of eight (8) hours of work on the first through the fifth work days in a workweek or after forty (40) straight time hours of work in a workweek, and for the first twelve (12) hours worked (or for the first fourteen (14) elapsed hours if applicable under subparagraph (b) below) on a sixth work day in a workweek, an employee shall be paid one and one-half (1½) times the employee's regular basic hourly rate.

(b) (1) For all hours worked in excess of twelve (12) hours of work on any work day when an employee is employed on a theatrical motion picture, an employee shall be paid two (2) times the employee's regular basic hourly rate, except that effective March 9, 2025, an employee shall be paid three (3) times the employee's regular basic hourly rate for all hours worked in excess of fifteen (15) elapsed hours

(2) An employee employed on a television motion picture, season of a series or a mini-series commencing principal photography prior to March 9, 2025, shall be paid overtime as follows:

Two (2) times the employee's regular basic hourly rate for all hours worked after fourteen (14) elapsed hours when the employee is employed on a television production, except that the employee shall be paid two (2) times the employee's regular basic hourly rate for all hours worked after twelve (12) hours of work on any work day (other than for Distant Hires) when employed on any of the following productions:

(A) a pilot, other than a pilot made for basic cable or The CW and other than a two (2) hour pilot for which there is no series commitment at the time of the pilot order;

(B) an episode of a series, other than the first season of a series made for basic cable or The CW, or

(C) a one-time television motion picture, other than a long-form television motion picture.

(For clarity, employees employed on a mini-series shall be paid double time after fourteen (14) elapsed hours.)

(3) Employees employed on television motion pictures, new seasons of series and new mini-series commencing principal photography on or after March 9, 2025, shall be paid two (2) times the employee's regular basic hourly rate for all hours worked after twelve (12) hours of work on any day, and three (3) times the employee's regular basic hourly rate for all hours worked after fifteen (15) elapsed hours.

(c) For all hours worked on a seventh workday in the employee's workweek or on a holiday, an employee shall be paid two (2) times the employee's regular basic hourly rate, except that effective March 9, 2025, an employee shall be paid three (3) times the employee's regular basic hourly rate for all hours worked after fifteen (15) elapsed hours (provided, however, that this triple time premium shall not apply to

ARTICLE 37. PENSION FUND, HEALTH AND WELFARE FUND AND ANNUITY FUND CONTRIBUTIONS

The Company shall be obligated to make contributions to the IATSE National Health and Welfare Fund, the Pension Fund of Make-up Artists and Hair Stylists, Local 798 ("Local 798 Pension Fund") and the IATSE Annuity Fund as set forth herein starting on March 2, 2025. (For March 1, 2025, the contribution rates (and allocation of those contribution rates) shall continue as provided in the 2022 Agreement for the period March 3, 2024 to and including February 28, 2025.)

(a) Theatrical Motion Pictures

(1) For employees working on theatrical motion pictures in Georgia, Maryland, North Carolina, South Carolina, Virginia and West Virginia:

(i) The total hourly and daily benefit contribution rates shall be \$10.03 per hour, up to eight (8) hours in any day, plus \$94.76 per day, effective March 2, 2025, allocated as follows:

(A) \$5.57 per hour for each hour worked, up to eight (8) hours in any day, plus \$59.10 per day, effective March 2, 2025 to the IATSE National Health and Welfare Fund;

(B) \$4.46 per hour for each hour worked, up to eight (8) hours in any day, plus \$9.50 per day effective March 2, 2025, to the Local 798 Pension Fund; and

(C) \$26.16 per day, effective March 2, 2025 to the IATSE Annuity Fund.

(ii) The total hourly and daily benefit contribution rates shall be \$10.03 per hour, up to eight (8) hours in any day, plus \$109.76 per day, effective March 1, 2026. The amount and allocation of the hourly benefit contribution rate shall be as provided in subparagraph (a)(1)(i)(A) and (B) above. The daily benefit contribution rate is to be allocated as provided in subparagraph (c) below.

(2) For employees working on theatrical motion pictures in Louisiana:

(i) The total hourly and daily benefit contribution rates shall be \$10.03 per hour, up to eight (8) hours in any day, plus \$94.76 per day, effective March 2, 2025, allocated as follows:

(A) \$5.57 per hour for each hour worked, up to eight (8) hours in any day, plus \$59.76 per day effective March 2, 2025 to the IATSE National Health and Welfare Fund;

(B) \$4.46 per hour for each hour worked, up to eight (8) hours in any day, plus \$9.50 per day effective March 2, 2025, to the Local 798 Pension Fund; and

(C) \$25.50 per day, effective March 2, 2025 to the IATSE Annuity Fund.

(ii) The total hourly and daily benefit contribution rates shall be \$10.03 per hour, up to eight (8) hours in any day, plus \$190.00 per day, effective March 1, 2026. The amount and allocation of the hourly benefit contribution rate shall be as provided in subparagraph (a)(1)(i)(A) and (B) above. The daily benefit contribution rate is to be allocated as provided in subparagraph (c) below.

(iii) The total hourly and daily benefit contribution rates shall be \$10.03 per hour, up to eight (8) hours in any day, plus \$205.00 per day, effective February 28, 2027. The amount and allocation of the hourly benefit contribution rate shall be as provided in subparagraph (a)(1)(i)(A) and (B) above. The daily benefit contribution rate is to be allocated as provided in subparagraph (c) below.

(b) Television Motion Pictures

For employees working on television motion pictures in Georgia, Louisiana, Maryland, North Carolina, South Carolina, Virginia and West Virginia:

(1) The total hourly and daily benefit contribution rates

(B) \$3.46 per hour for each hour worked, up to eight (8) hours in any day, plus \$11.32 per day effective March 2, 2025, to the Local 798 Pension Fund; and

(C) \$25.50 per day, effective March 2, 2025 to the IATSE Annuity Fund.

(2) The total hourly and daily benefit contribution rates shall be \$9.03 per hour, up to eight (8) hours in any day, plus \$117.76 per day, effective March 1, 2026. The amount and allocation of the hourly benefit contribution rate shall be as provided in subparagraph (b)(1)(A) and (B) above. The daily benefit contribution rate is to be allocated as provided in subparagraph (c) below.

(3) The total hourly and daily benefit contribution rates shall be \$9.03 per hour, up to eight (8) hours in any day, plus \$132.76 per day, effective February 28, 2027. The amount and allocation of the hourly benefit contribution rate shall be as provided in subparagraph (b)(1)(A) and (B) above. The daily benefit contribution rate is to be allocated as provided in subparagraph (c) below.

(c) Allocation of the fringe benefit contribution increases which are effective March 1, 2026 and February 28, 2027 shall be made by mutual agreement of the bargaining parties no later than one hundred twenty (120) days in advance of the respective effective dates. In the event the parties do not mutually agree upon the allocation before the deadline described in the preceding sentence, the entire increase in the fringe benefit contribution rate from the previous period shall be allocated to the IATSE National Health and Welfare Fund, unless the Local 798 Pension Fund is less than eighty percent (80%) funded or is projected to have a negative credit balance during the seven (7) year projection period, based on the Pension Protection Act funded status as shown in the Actuarial Certification of Plan Status for the then-current year (*i.e.*, as of November 1, 2025 (which is scheduled to be issued approximately at the end of January 2026) or as of November 1, 2026 (which is scheduled to be issued approximately at the end of January 2027), in which case, the entire amount shall be allocated to the Local 798 Pension Fund.

(2) Article 37(a)(2) in the Major Film Theatrical and Television Series Agreement;

(3) Article 37(b) in the Major Film Theatrical and Television Series Agreement and Article 31 in the Supplemental Digital Production Agreement.

(d) Notwithstanding the above provisions, any employee who is hired in New York, New Jersey or Connecticut to work in the Southeastern states or Louisiana shall receive the fringe benefit amounts payable for persons working in New York, as set forth in Article 20(c).

(e) Subparagraphs (d) - (j) of Article 20 shall also apply to employees working on motion picture productions in Georgia, Louisiana, Maryland, North Carolina, South Carolina, Virginia and West Virginia.

ARTICLE 37.1 401(k) FEATURE OF IATSE ANNUITY FUND

The parties recognize that the 401(k) feature of the IATSE Annuity Fund permits salary deferral by certain employees employed under "Majors Features and Television Agreements" as defined by the Fund. The parties hereby agree that employees shall be eligible to defer salary to the 401(k) feature of the IATSE Annuity Fund in accordance with the rules of that Fund and in accordance with the following:

(a) There will be no Employer contributions to the 401(k) feature of the IATSE Annuity Fund.

(b) Either the Union and/or the participants in the Fund shall pay any management or administrative costs.

(c) The Employers and the Union will take such measures, particularly with respect to design of the Fund, as are required to limit the liability of the Employers.

(d) The Fund shall warrant to the Employers that it will timely discharge its duties and responsibilities so as to avoid any liability for

ARTICLE 38. REST PERIODS

(a) Daily Rest Period

(1) There shall be at least a ten (10) hour rest period between the termination of work on one call and the commencement of the next work call, except that when an employee is required by the Employer to remain away from home overnight on distant location on a television motion picture, the daily rest period shall be nine (9) hours, measured "portal-to-portal."

(2) The penalty for violation of the rest period shall be as set forth in subparagraph (c)(1) or (2) below, except that:

(i) on theatrical motion pictures, when the employee works more than fourteen (14) consecutive hours (*i.e.*, fourteen (14) elapsed hours) from the time of reporting and does not receive a ten (10) hour rest period, the employee will be paid, upon resuming work, at the rate in effect at the time dismissed from the first call for all hours worked in excess of fourteen (14) until the employee receives a ten (10) hour rest period; and

(ii) on television motion pictures, when the employee works more than fourteen (14) consecutive hours (*i.e.*, fourteen (14) elapsed hours) from the time of reporting and does not get a nine (9) hour rest period, the employee will be paid, upon resuming work, at the rate in effect at the time dismissed from the first call for all hours worked in excess of fourteen (14) until the employee receives a nine (9) hour rest period.

(b) Weekend Rest Period¹⁴

(1) Weekend Rest Period for Employees Who Work a Five (5) Consecutive Day Workweek

An employee who works five (5) consecutive days in the workweek shall be entitled to a weekend rest period of fifty-four (54) hours, inclusive of the daily rest period.

(ii) (A) exterior night shooting, as called for in the script, is scheduled for the fifth day of the workweek;

(B) work on the fifth day of the workweek takes place at a shooting location, access to which is limited to certain hours; or

(C) work on the fifth day of the workweek is delayed due to a health and safety concern as a result of weather or a natural hazard that occurs during the course of the employee's work shift.

(iii) Employer may utilize the foregoing exceptions:

(A) once on a one-time motion picture 66 minutes or more but less than 85 minutes in length;

(B) no more than once every six (6) weeks on episodic series and mini-series; or

(C) twice on a theatrical motion picture or a one-time motion picture 85 minutes or more in length.

(2) Weekend Rest Period for Employees Who Work a Six (6) Consecutive Day Workweek

An employee who works six (6) consecutive days in the workweek shall be entitled to a rest period of thirty-two (32) hours, inclusive of the daily rest period.

(3) Weekend Rest Period for Employees Whose Sixth Day Worked Occurs on the Seventh Day of the Workweek

An employee whose sixth day worked occurs on the seventh day of the workweek shall be entitled to a rest period of thirty-two (32) hours, inclusive of the daily rest period. The rest period shall be measured from dismissal on the employee's fifth consecutive day of work to the start of the employee's work day on the seventh day of the

required by the Employer to remain away from home overnight on distant location shall be "set-to-set" or, if the employee is not employed on a set, "worksite-to-worksite," meaning the measurement for the weekend rest period shall commence upon dismissal at the set (or at the worksite) and end at call time at the set (or at the worksite).

(c) (1) Prior to June 8, 2025, penalty for invasion of the rest period as provided herein shall be a payment for invaded hours only at an additional straight time, except as otherwise provided in subparagraph (a)(2)(i) or (ii) above.

(2) Effective June 8, 2025, and except as otherwise provided in subparagraph (a)(2)(i) or (ii) above, the penalty for invasion of the rest period as provided herein shall be a payment for invaded hours only at additional double time. If the rest period is invaded by one-half hour or less, the penalty shall be payment of one-half hour of additional double time; if the rest period is invaded by more than one-half hour, the penalty shall be computed in one-tenth hour increments (*e.g.*, a thirteen (13) minute invasion would result in payment of additional double time for one-half hour, and a thirty-six (36) minute invasion would result in payment of additional double time for six-tenths of an hour). This subparagraph (2) shall not apply to motion pictures, parts of a mini-series or episodes of a series which commence principal photography prior to June 8, 2025.

ARTICLE 39. LOCAL, NEARBY AND DISTANT HIRES

(a) A Local Hire is defined as any employee whose principal residence is within seventy-five (75) miles of the respective production location.

(b) A Nearby Hire is defined as any employee whose principal residence lies outside seventy-five (75) miles of the production location, but inside the states of Florida, Georgia, Louisiana, Maryland, North Carolina, South Carolina, Virginia or West Virginia. Such employee shall be paid a weekly living allowance of no less than \$420 per week, or \$60 per day prorated (no less than \$490 per week, or \$70 per day prorated, effective March 9, 2025; \$560 per week, or \$80 per day

employee shall be provided with reasonable single occupancy hotel accommodations.

(d) The Employer may request employees to sign a written statement attesting to their principal residency. A false statement of residency will result in immediate discharge.

(e) The Employer shall pay per diem to Distant Hires, as defined in Article 39(c) above, at the following rates per day:

Effective	7-31-22	3-9-25	3-7-27
Breakfast	\$12.00	\$14.00	\$16.00
Lunch	\$16.00	\$21.00	\$22.00
Dinner	\$29.00	\$35.00	\$37.00
Total Per Diem	\$57.00	\$70.00	\$75.00

Any meals provided by the Employer may be deducted from per diem at the above-stated rates.

ARTICLE 40. LIABILITY INSURANCE

The Employer must carry appropriate liability insurance and provide workers' compensation coverage for all employees.

ARTICLE 41. IDLE PAY

(a) Distant Hires: The Employer shall pay each employee housed on distant location four (4) hours at the employee's scale hourly rate for each idle sixth or seventh day in a workweek and shall make a daily benefit plan contribution on behalf of each such employee in the amount specified in Article 18(b)(3) of this Agreement for each idle sixth or seventh day.

(b) Nearby Hires: For six (6) day workweeks only, the Employer shall contribute the daily benefit plan contribution on behalf of each such employee in the amount specified in Article 18(b)(3) of this

Maryland, North Carolina, South Carolina, Virginia and West Virginia, except as follows:

(a) (1) Except as provided in subparagraph (2) below, the meal penalties for delayed meals shall be computed as follows:

First one-half ($\frac{1}{2}$) hour meal delay or fraction thereof..... \$7.50

Second one-half ($\frac{1}{2}$) hour meal delay or fraction thereof \$10.00

Third and fourth one-half ($\frac{1}{2}$) hour meal delay or fraction thereof \$12.50

Fifth and each succeeding one-half ($\frac{1}{2}$) hour meal delay or fraction thereof \$25.00

For any workweek in which an employee is entitled to more than twenty (20) meal period penalties, all subsequent meal period penalties for that employee in that workweek shall be compensated at one (1) hour of pay at the prevailing rate for each one-half ($\frac{1}{2}$) hour of meal delay or fraction thereof.

(2) Meal penalties for delayed meals for employees employed on television motion pictures shooting in a studio shall be computed as follows:

First one-half ($\frac{1}{2}$) hour meal delay or fraction thereof..... \$8.50

Second one-half ($\frac{1}{2}$) hour meal delay or fraction thereof..... \$11.00

Third and fourth one-half ($\frac{1}{2}$) hour meal delay or fraction thereof..... \$13.50

Fifth and each succeeding one-half ($\frac{1}{2}$) hour meal delay or fraction thereof..... \$25.00

The meal penalty shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee.

(b) The parenthetical in the second meal period clarification shall read, "(*i.e.*, on distant location)."

ARTICLE 43. HOLIDAYS

Effective March 9, 2025, the following days shall be recognized as holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. If any of the above-named holidays falls on a Sunday, the following Monday shall be considered the holiday and if any of the above-named holidays falls on a Saturday, the preceding Friday shall be considered the holiday, except that during six (6) day workweeks, Saturday holidays will be recognized on Saturday.

Pay for holidays which are not worked shall be calculated on the basis of eight (8) hours (at the employee's regular straight time hourly rate). In order for an employee to be eligible for pay for a holiday which is not worked, an employee must work the scheduled workday before and the scheduled workday after the holiday. (If the next scheduled workday after the holiday follows a hiatus of one (1) week or more, no holiday pay shall be payable.)

There shall be no pay for any holiday not worked for employees working on long-form television productions, pilots, the first season of any one-hour television series or the first and second production seasons of any dramatic series made for basic cable or The CW. Pay for any holiday not worked for employees working on the third production season of any dramatic series made for basic cable or The CW shall be calculated on the basis of four (4) hours (at the employee's regular straight time hourly rate). Thereafter, pay for any holiday not worked shall be as provided in the foregoing paragraph.

Work on any holiday shall be paid at a premium rate in accordance

(b) Nearby Location: Employees requested to report to any production location outside the "production zone" shall be paid travel time and a mileage allowance as described herein, unless the Employer provides transportation. The Employer shall provide transportation to all production locations to all employees who are housed by the Employer.

(c) Mileage Allowance: Unless offered transportation by the Employer, employees traveling to any production location outside the "production zone" shall be paid a mileage allowance calculated at the then-current IRS rate from the edge of the zone to the production location for all such authorized use of the employee's vehicle. As an alternative to the foregoing provisions of this subparagraph (c), the Employer may make other arrangements with the employee for payment as allowed under applicable law (*e.g.*, car allowance).

(d) Travel Time: Employees shall be paid at their regular hourly rate for all time traveling to and from any production location outside the "production zone," measured from the edge of the zone to the production location.

(e) Local and Nearby Hires: Local and Nearby Hires shall be paid "set to set." An employee who is required to use a personal vehicle during the work day to travel between multiple locations, whether inside or outside the "production zone," shall be paid a mileage allowance calculated at the then-current IRS rate. Alternatively, the Employer may make other arrangements with the employee for payment as allowed under applicable law (*e.g.*, car allowance). It is understood that if transportation is offered by the Employer, no mileage reimbursement of any kind is required.

(f) Distant Hires: Distant Hires shall be paid portal-to-portal. In all cases, this shall be based on the time of travel from the housing accommodations provided to the Distant Hires generally and the applicable production location.

(g) "Travel Only" Day: For any day of the week (including holidays) on which an employee travels only, the employee shall receive an allowance of four (4) hours of pay at straight time or pay for time

the actual time traveled with a minimum of four (4) hours up to a maximum of eight (8) hours.

ARTICLE 44.1 COURTESY HOUSING OR TRANSPORTATION

(a) Prior to March 9, 2025, upon request of an employee who is required to work in excess of fourteen (14) hours and who advises the Employer of being too tired to drive home safely, Employer shall provide the employee either courtesy housing or round trip transportation from the designated crew parking area to home and return at the Employer's expense.¹⁵ The Employer shall have no responsibility for the personal vehicle of an employee who elected to use a personal vehicle in lieu of Employer-provided transportation.

(b) Effective March 9, 2025, when an employee is required to work in excess of fourteen (14) hours, Employer shall offer the employee either courtesy housing or round trip transportation, at the Employer's election. Round trip transportation shall be from the designated crew parking area to home and return at the Employer's expense.¹⁶ Employer shall inform employees of the availability of courtesy housing or round trip transportation. Employees shall not be required to secure their own courtesy housing or round trip transportation. Employer must supply and arrange for sufficient courtesy housing/round trip transportation to accommodate all employees who may request the same. In this circumstance, an employee who chooses to obtain transportation through a ride share service such as Uber or Lyft shall be reimbursed upon submission of receipt.

Courtesy housing, when offered, must be available to the employee for at least the applicable daily rest period, or until the employee's call time, whichever is earlier.

Employer shall provide secured parking for employees utilizing courtesy housing/round trip transportation when the employee's vehicle is left at the production location. If an employee has driven to the worksite when Employer offered the employee transportation,

Employer shall include information on the call sheet informing employees of these new provisions obligating the Employer to offer either courtesy housing or round trip transportation, which shall include the name and contact information of the individual responsible for coordinating the same on each production. Employer shall also include a joint message from the Employer and the Union in the start paperwork encouraging employees to utilize courtesy housing/round trip transportation and reminding employees of their right to request the same whenever they are too tired to drive.

Provision of courtesy housing shall not trigger overnight location terms and conditions.

The following describes the calculation of work time and rest periods for an employee who reports to a location outside the "production zone," and who is then provided courtesy housing:

(1) The employee's work time ends upon arrival at the courtesy housing (except as provided in subparagraph (3) below).

(2) If the employee has a call for the same Employer on the next day: The measurement of the employee's daily rest period shall begin when the employee arrives at the courtesy housing on the previous day and end when the employee departs the courtesy housing for the call on the next day. The amount of time it takes to travel from the courtesy housing to the production location on the next day shall be added to the employee's work time on the next day.

(3) If the employee does not have a call for the same Employer on the next day but is entitled to a weekend rest period: The amount of time required for the employee to travel from the production location to the edge of the "production zone" shall be added to the employee's work time for the previous day and to the measurement of the employee's weekend rest period. (For clarity, this added time shall be in lieu of the time it takes to travel from the production location to the courtesy housing.)

ARTICLE 45. PAYMENT OF WAGES

so shall not be considered a violation of this provision. When requested by the employee, the Employer must provide a hard copy of the start package/forms to the employee or assist with completion of the electronic start package/forms.

ARTICLE 46. HAZARDOUS WORK

(a) The Employer will not require any employee to perform any work that the employee reasonably considers to present a clear and present danger to the employee's health and safety.

(b) An employee requested to perform hazardous work may negotiate a special rate for performing such work. If no agreement is reached, the employee's work opportunities will not be jeopardized by refusing to perform such work.

(c) The Employer will strictly conform with all recognized industry health and safety standards and all applicable health and safety rules and regulations.

ARTICLE 47. CANCELLATION OF CALLS AND WEATHER-PERMITTING CALLS

(a) In the event of cancellation for previously called employees, it is understood that if notification is not given by 6:00 p.m. of the previous day's work, then the employee shall be paid an eight (8) hour minimum call.

(b) Notwithstanding the provisions of subparagraph (a) above, the Employer may cancel calls due to inclement weather (*e.g.*, extreme heat, extreme cold, extreme wind, tornadoes, Nor'easters, flooding, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions, hurricanes). The employee must be notified of the cancellation no later than 8:00 p.m. the night before the call. The Employer may also cancel calls for the first day of a new workweek (*e.g.*, Monday) so long as the Employer makes an effort to inform employees on the last day of the preceding workweek (*i.e.*, Friday in the

(c) The Employer may issue a "weather-permitting" call for inclement weather (*e.g.*, extreme heat, extreme cold, extreme wind, tornadoes, Nor'easters, flooding, snow, sleet, ice storms fire hazard as identified by the National Weather Service, smoke conditions or hurricanes) to employees prior to their dismissal for the day and to persons not on payroll up to twelve (12) hours before their call time (even if a call has previously been given). The Employer shall provide notice to Local 798 upon the issuance of a "weather-permitting" call. Inadvertent failure to provide notice to the Union is not subject to grievance and arbitration. The Employer may cancel a "weather-permitting" call up to four (4) hours prior to the call time.

An employee notified not to report to work shall be paid four (4) hours of pay at straight time, and the Employer shall make contributions to the Local 798 Pension Fund, IATSE National Health and Welfare Fund and the IATSE Annuity Fund as follows: Those portions of contributions that are calculated at a "per hour" rate shall be made on the basis of four (4) hours. Those contributions calculated at a "per day" rate or those portions of contributions calculated at a "per day" rate, the Employer shall contribute one-third ($\frac{1}{3}$) of the "per day" rate.

If the notification is untimely, the employee shall be paid for an eight (8) hour minimum call in lieu of the payment described in the foregoing paragraph.

The foregoing is in addition to the Employer's rights under Article 47(a) and (b) above. Hours paid for a cancelled "weather-permitting" call shall not be counted for purposes of calculating overtime.

Local 798 agrees that it will not unreasonably deny a request by the Employer to issue a "weather-permitting" call under this Article 47(c) for other weather conditions.

ARTICLE 48. IATSE TRAINING TRUST FUND

Employer shall contribute to the IATSE Training Trust Fund fifteen cents (\$0.15) per hour for each hour worked, up to a maximum of

ARTICLE 49. MONTHLY WAGE REPORTS AND NEW HIRE LIST

The Company shall report monthly the gross earnings of all employees covered by this Agreement.

In addition, the Company shall provide, or the Company shall require the payroll company for the production to provide, the Union with a list of new hires covered under this Agreement commencing two weeks after the first such covered employee is hired and every two weeks thereafter, if applicable.

Should the Company fail to provide these reports as required, the Union will contact the Company to allow the Company to cure any non-compliance.

This Article 49 shall not be subject to grievance and arbitration.


ARTICLE 50. BOX RENTAL

An employee who is required by the Employer to supply materials and/or equipment may negotiate directly with the Employer at the time of employment for an allowance, and any agreement between the Employer and the employee will be included in the employee's deal memo. Alternatively, after submitting receipts, the employee shall be reimbursed for reasonable and necessary business-related expenses approved in advance by the Employer.

ARTICLE 51. PREP TIME

Employees shall be given eighteen (18) minutes of prep time.

**FOR THE ALLIANCE OF MOTION PICTURE AND
TELEVISION PRODUCERS, ON BEHALF OF THE
COMPANIES LISTED IN EXHIBIT "1" ATTACHED HERETO**

By:  Date: 1/29/26
Gregory J. Hessinger
President, AMPTP

**MAKE-UP ARTISTS AND HAIR STYLISTS, LOCAL 798,
I.A.T.S.E.**

By:  Date: 01-29-2026
Angela L. Johnson
President

By:  Date: 1-27-2026
Rosemarie Levy
Business Representative

By:  Date: January 26, 2026
Samantha Reese
Business Representative

EXHIBIT "1"
Companies Represented by the AMPTP
in 2025 Local 798 Negotiations

1440 Productions LLC
20th Century Studios, Inc.
40 North Productions, LLC

ABC Signature, LLC
ABC Studios New York, LLC
Abominable Pictures Inc.
Adobe Pictures, Inc.
AE OPS, LLC
Alameda Productions LLC
Alive and Kicking, Inc.
Ambient Sounds Productions LLC
Apple Studios LLC
Apple Studios Louisiana LLC

Belladonna Productions, Inc.
Big Indie Pictures, Inc.
Bonanza Productions Inc.

CBS Studios Inc.
Charlestown Productions LLC
Columbia Pictures Industries,
Inc.
Corporate Management
Solutions, Inc., dba CMS
Productions
CPT Holdings, Inc.

Delta Blues Productions LLC
DW Studios Productions L.L.C.

Epic Level Entertainment, Ltd.
Eye Productions Inc.

Film 49 Productions, Inc.
Finnmax, LLC

Hydronaut Productions, LLC

I Like Pie, Inc.
Inclined Productions, Inc.
Ironworks Productions Inc
It's Possible Productions, LLC

Jax Media, LLC
Jay Squared Productions LLC

Kapital Productions, LLC
Ken Ehrlich Productions, Inc
Kenwood TV Productions, Inc.
Kiki Tree Pictures Inc.

Legendary Features Productions
US, LLC
Legendary Pictures Productions,
LLC

LGTV Productions, Inc.
Lions Gate Productions, LLC

Madison Productions, Inc.
Main Gate Productions LLC
Marvel Picture Works LLC
Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures
Inc.

MGM Television Entertainment
Inc.

Minim Productions, Inc.

Netflix Productions, LLC
Netflix Studios, LLC
New Line Productions, Inc.
New Regency Productions, Inc.

Open 4 Business Productions
LLC
Orange Cone Productions LLC
Over the Pond Productions, Inc.

Pacific 2.1 Entertainment Group,
Inc.

Palladin Productions LLC

Paramount Overseas
Productions, Inc.

Paramount Pictures Corporation

Paramount Worldwide
Productions, Inc.

Patch Bay Productions LLC

Picrow Streaming Inc.

Picrow, Inc.

PP21 Productions LLC

Produced Bayou, Inc.

Remote Broadcasting, Inc.

Rose City Pictures, Inc.

S&K Pictures, Inc.

Salty Pictures, Inc.

San Vicente Productions, Inc.

Screen Gems Productions, Inc.

Skydance Features, LLC

Skydance Pictures, LLC

SLO Productions Inc.

South Circle Productions LLC

South Rock Productions LLC

Stalwart Productions LLC

Stampede Services, LLC

Stu Segall Productions, Inc.

Topanga Productions, Inc.

Turner Films, Inc.

TVM Productions, Inc.

Twentieth Century Fox Film

Corporation d/b/a 20th

Warner Specialty Productions
Inc.

wiip Productions, LLC

Woodridge Productions, Inc.

XOF Studios, LLC

YNFS Productions LLC

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403

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Gregory J. Hessinger
President

Direct: 818.935.5901

EXHIBIT A

April 1, 1988

Reissued April 1, 1991

Reissued July 1, 1994

Reissued July 1, 1997

Reissued December 29, 2002

Reissued March 1, 2007

Reissued March 1, 2010

Revised March 1, 2013

Revised March 1, 2016

Renewed March 1, 2019

Renewed March 1, 2022

Renewed March 1, 2025

Make-up Artists and Hair Stylists

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

70 W. 36th Street, Suite 4A

New York, New York 10018

Attention: Angela L. Johnson, President
Rosemarie Levy, Business Representative
Samantha Reese, Business Representative

Dear Angela, Rosemarie and Samantha:

This letter shall supplement the Major Film Theatrical and Television Series Agreement (hereinafter the "Local 798 Agreement") by and between Make-up Artists and Hair Stylists, Local 798, IATSE (hereinafter the "Union"), and the Alliance of Motion Picture and Television Producers, on behalf of the Companies listed in Exhibit "1" to the 2025 Local 798 Agreement (hereinafter collectively the "Company"), effective March 1, 2025 to and including February 29, 2028.

Notwithstanding any provisions in the Local 798 Agreement to the contrary:

the Local 798 Agreement and if the Company engages a Make-up Artist and a Hair Stylist under the Hollywood Agreements, it shall engage either a Make-up Artist or Hair Stylist whose employment is covered by the Local 798 Agreement.

The Company, at its option, may engage additional Make-up Artists and/or Hair Stylists under the Hollywood Agreements provided that for each Make-up Artist or Hair Stylist so engaged, the Company shall also engage a Make-up Artist or Hair Stylist, as the case may be, whose employment is covered by the Local 798 Agreement.

2. Without regard to the requirements of Paragraph 1 above, the Company, at its option, may engage no more than three (3) Make-up Artist(s) and/or three (3) Hair Stylist(s) under the Hollywood Agreements without any corresponding requirement to engage a Make-up Artist and/or Hair Stylist covered by the Local 798 Agreement, for the purpose of performing Make-up Artist and/or Hair Stylist duties for a feature performer(s), so long as the Make-up Artist and/or Hair Stylist performs work for no other persons on the production while in the geographic jurisdiction of the Local 798 Agreement except the particular feature performer for whom the Make-up Artist and/or Hair Stylist was engaged. If a person employed pursuant to this Paragraph works with any other cast member, Paragraph 1 shall apply.

3. In the event a production covered by the Local 798 Agreement is shooting one hundred (100) or more miles from Columbus Circle in New York City, and the Company shall be required to engage employees pursuant to Paragraph 1 above who shall be covered by the Local 798 Agreement, then the terms and conditions of employment regarding work day (including start time), minimum call, meal periods, meal penalty, turnaround, cancellation of call, rates of pay (highest applicable rates of pay), overtime, (including overtime computation), distant location and travel time applicable to employees covered by the Local 798 Agreement shall be those corresponding terms and conditions contained in the Hollywood Agreements and all the other provisions of the Local 798 Agreement, including the contributions to the IATSE National Health and Welfare Fund, Pension Fund of Make-up and Hair Stylists, Local 798, IATSE, and the IATSE Annuity Fund, shall continue to apply. In the event a production covered by the Local 798 Agreement is shooting less than one hundred (100) miles from Columbus Circle in New York City, and the Company shall be required to engage employees pursuant to Paragraph 1 above who shall be covered by the Local 798 Agreement, then all of the terms of conditions of employment applicable thereto shall be those contained in the Local 798 Agreement.

4. The terms and conditions of this letter shall not apply to New York City based productions and shall not apply when Make-up Artists and/or Hair

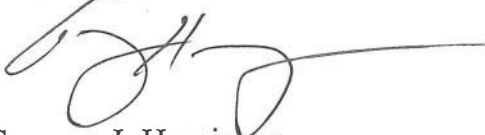
Exhibit A

Page 3

procedures set forth in Article 2, "Arbitration," of the Local 798 Agreement. Instead, any dispute between the parties shall be submitted for final resolution to the President of the IATSE and to the Chair of the Employers' Bargaining Committee, Gregory J. Hessinger.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it will become a binding agreement between us.

Very truly yours,



Gregory J. Hessinger

ACCEPTED AND AGREED:

MAKE-UP ARTISTS AND HAIR STYLISTS, LOCAL 798, I.A.T.S.E.

By: Angela L. Johnson
Angela L. Johnson

By: Rosemarie Levy
Rosemarie Levy

By: Samantha A Reese
Samantha Reese

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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Gregory J. Hessinger
President

Direct: 818.935.5901

EXHIBIT B

April 1, 1988

Reissued April 1, 1991

Reissued July 1, 1994

Reissued July 1, 1997

Reissued December 29, 2002

Reissued March 1, 2007

Reissued March 1, 2010

Revised March 1, 2013

Revised March 1, 2016

Renewed March 1, 2019

Renewed March 1, 2022

Renewed March 1, 2025

Make-up Artists and Hair Stylists

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

70 W. 36th Street, Suite 4A

New York, New York 10018

Attention: Angela L. Johnson, President
Rosemarie Levy, Business Representative
Samantha Reese, Business Representative

Dear Angela, Rosemarie and Samantha:

This letter shall supplement the Major Film Theatrical and Television Series Agreement by and between Make-up Artists and Hair Stylists, Local 798, IATSE and the Alliance of Motion Picture and Television Producers, on behalf of the Companies listed in Exhibit "1" to the 2025 Local 798 Major Film Theatrical and Television Series Agreement (hereinafter collectively "the Company"), effective March 1, 2025 through and including February 29, 2028.

The collective bargaining agreement which expired on March 31, 1988 contained a provision located in Article III, Rates of Pay, which outlined the pay and certain terms and conditions for staff employees. As you know, the Company no longer engages staff employees and has not done so for many years.

Exhibit B
Page 2

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it will become a binding agreement between us.

Very truly yours,



Gregory J. Hessinger

ACCEPTED AND AGREED:

MAKE-UP ARTISTS AND HAIR STYLISTS, LOCAL 798, I.A.T.S.E.

By: Angela L. Johnson
Angela L. Johnson

By: Rosemarie Levy
Rosemarie Levy

By: Samantha A Reese
Samantha Reese

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403

Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Gregory J. Hessinger
President

Direct: 818.935.5901

EXHIBIT C

March 1, 2010

Revised March 1, 2013

Revised March 1, 2016

Revised March 1, 2019

Revised March 1, 2022

Revised March 1, 2025

Make-up Artists and Hair Stylists

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

70 W. 36th Street, Suite 4A

New York, New York 10018

Attention: Angela L. Johnson, President
Rosemarie Levy, Business Representative
Samantha Reese, Business Representative

Re: Productions Made for New Media

Dear Angela, Rosemarie and Samantha:

This Sideletter confirms the understanding of Make-up Artists and Hair Stylists, Local 798 (hereinafter "Local 798"), on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Employers which it represented in the negotiations for a successor agreement to the 2022 Local 798 Major Film Theatrical and Television Series Agreement listed in Exhibit "1" to the 2025 Local 798 Agreement (hereinafter referred to individually as "the Employer" and collectively as "the Employers"), on the other hand (collectively "the parties"), concerning the terms and conditions applicable to the production of entertainment motion pictures of the type that have traditionally been covered under the Make-up Artists and Hair Stylists, Local 798, Major Film Theatrical and Television Series Agreement with Major Producers (hereinafter "the Local 798 Agreement") that are made for the Internet, mobile devices, or any other new media platform in

existence as of March 1, 2010 (hereinafter collectively referred to as "New Media").¹ With respect to such productions intended for initial use in New Media, the parties agree as follows:

A. Recognition

The Employer recognizes Local 798 as the exclusive bargaining representative of employees employed within the classifications covered by the Local 798 Agreement on entertainment motion pictures of the type traditionally covered under the Local 798 Agreement or the Local 798 Supplemental Digital Production Agreement which are intended for initial exhibition in New Media, but excluding news, sports, documentaries² and "Experimental New Media Productions," as that term is defined below, within the geographic scope covered by the Local 798 Agreement.

B. Coverage

Coverage shall be at the Employer's option with respect to "Experimental New Media Productions." Should the Employer elect to cover an Experimental New Media Production, the terms and conditions applicable to employment on Original New Media Productions, as set forth in Paragraph D(1) below, shall apply.

An "Experimental New Media Production" is defined as any Original New Media Production: (1) for which the actual cost of production does not exceed: (a) \$15,000 per minute of program material as exhibited, and (b) \$300,000 per single production as exhibited, and (c) \$500,000 per series of programs produced for a single order; and (2) on which any combination totaling fewer than four (4) employees as hereinafter described are working in job classifications covered by, and within the geographic scope of, an industry-wide agreement between Employers and the IATSE, or a Local thereof, which agreement covers television production as well as productions made for New Media. With respect to any employee working within the geographic scope of the Producer – IATSE Basic Agreement (hereinafter "the Basic Agreement") or the Producer – IATSE Videotape Electronics Supplemental Basic Agreement (hereinafter "the Videotape Agreement"), such employees shall include any person listed on the Industry Experience Roster established by the Basic Agreement, or in the case of employees working in classifications with no Roster, any person who has thirty (30) or more days of work experience within the last three (3) years, either alone or in

¹ This Sideletter applies to the production of certain types of programs intended for initial use in New Media and does not cover work involved in the selection of content for design

combination, under the West Coast Studio Local Agreement covering that classification, the Videotape Agreement or on New Media Productions covered under this Sideletter or the corresponding provisions in the Basic Agreement, Videotape Agreement or West Coast Studio Local Agreements.³ With respect to any employee working in the respective classifications and geographic scope of any other industry-wide Agreement described in the first sentence of this paragraph, such employees shall include any person who has thirty (30) or more days of work experience within the last three (3) years under any such Agreement and/or on New Media Productions covered under any such Agreement.⁴

Notwithstanding the preceding two sentences, in determining whether fewer than four (4) such employees are employed on the production, the following employees shall not be counted: employees not specifically charged to the production or who are included in general overhead; script coordinators and writers' room assistants; projectionists and in-house publicists (but not unit publicists); and employees engaged in post-production or distribution functions, including, but not limited to, editing and looping regardless of where or when those functions are performed, but excluding the editor, provided that such editor is working in conjunction with the shooting company.

The actual cost of the Experimental New Media Production shall consist of all direct costs actually incurred in connection with the Production. The only costs excluded in determining the actual cost of production shall be development costs, overhead charges, financing costs (*i.e.*, loan origination fees, gap fees, legal fees and interest), contingency of up to ten percent (10%), essential elements insurance costs, the cost of the completion bond, marketing expenses, contingent payments to talent or other parties which are based on the proceeds derived from the exploitation of the Production and received after recoupment of the negative cost, and delivery items required by sales agents, distributors or sub-distributors (*i.e.*, delivery materials beyond the answer print, NTSC Video Master if the Production is delivered on videotape, or the digital equivalent if the Production is delivered in a digital format).

If the Employer began production of an "Experimental New Media Production" which the Employer elected not to cover under the terms of this Sideletter, but subsequently employs four (4) or more employees on the production in classifications covered by, and within the geographic scope of, an industry-wide collective bargaining agreement which meets the description in the first sentence of the second paragraph of this Paragraph B, and such employees meet the description in the second and/or third sentences of the second paragraph of this Paragraph B, and are not excluded pursuant to the fourth sentence of said paragraph (but including at least one (1) employee covered under this Sideletter), then said production shall automatically be deemed covered hereunder starting

from the first day on which at least four (4) or more such employees are so employed on the production and continuing until the production is finished.

Employer shall use reasonable efforts to notify Local 798 that it intends to cover an "Experimental New Media Production" by the start of principal photography.

C. Terms and Conditions of Employment on Certain Derivative New Media Productions

A "Derivative New Media Production" is a production for New Media based on an existing television motion picture covered by the Local 798 Agreement that was produced for "traditional" media – *e.g.*, a free television, basic cable or pay television motion picture ("the source production") – and is otherwise included among the types of motion pictures traditionally covered by the Local 798 Agreement. It is understood and agreed that a production for New Media that is based on an existing videotape program covered by the Local 798 Agreement shall not be considered a "Derivative New Media Production."

This Paragraph C only applies to Derivative New Media Productions which do not meet the definition of a High Budget SVOD, AVOD or FAST Channel Program (including because the program's budget falls below the requisite budget threshold or because the program is less than 20 minutes in length).

Employees may be employed by an Employer and assigned to a Derivative New Media Production as part of their regular workday on the source production. The work for the Derivative New Media Production shall be considered part of the workday for the employees on the source production and shall trigger overtime if work on the Derivative New Media Production extends the workday on the source production past the point at which overtime would normally be triggered on the source production. All other terms and conditions, including full benefits, shall continue as if the employee were continuing to work on the source productions.

In all other situations, terms and conditions of employment on a Derivative New Media Production under this Paragraph C are freely negotiable between the employee and the Employer, except for those provisions identified in Paragraph E below.

D. Terms and Conditions of Employment on Certain Original New Media Productions⁵

(1) Terms and conditions of employment on Experimental New Media Productions that the Producer has elected to cover under this Paragraph D or on an Original New Media Production which does not meet the definition of a High Budget, Mid-Budget or Low Budget SVOD, AVOD or FAST Channel Program (including because the program's budget falls below the requisite budget threshold, because it is less than 20 minutes in length or, in the case of a Mid-Budget or Low Budget Program, because the program is not a live action dramatic program) are freely negotiable between the employee and the Employer, except for those provisions identified in Paragraph E below.

(2) Low Budget SVOD Programs

(a) The terms and conditions set forth in this Paragraph D(2) shall be applicable prospectively only. They shall not apply to:

(i) any program or series that would otherwise qualify as a "Low Budget SVOD Program" within the meaning of this Sideletter, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode, in the case of a series, commenced prior to February 26, 2023; or

(ii) any program or series that would otherwise qualify as a "Low Budget SVOD Program" within the meaning of this Sideletter, for which the principal photography of the program or the first episode of the series commenced on or after February 26, 2023, if such program or series was produced pursuant to the terms of a *bona fide* license agreement with fixed and definite terms entered into by the Employer prior to February 26, 2023.

However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to February 26, 2023.

Any program or series described in subparagraphs (i) or (ii) above shall be subject to Paragraph D(1) of this Sideletter. However, with respect to any such program or series described in subparagraphs (i) or (ii) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after February 26, 2023 and the Employer has the right to negotiate with respect to the material terms and conditions of the license for the additional

programs or episodes then such additional programs or episodes shall be subject to this Paragraph D(2).⁶

Notwithstanding the foregoing, the Employer shall not reduce the terms and conditions of employment previously provided to Local 798-represented employees on programs or series covered by subparagraphs (i) or (ii) above.

(b) Low Budget SVOD Programs Defined

The terms and conditions set forth in Paragraph D(2)(c) of this Sideletter shall be applicable only to covered original, live action dramatic new media productions (other than an "Experimental New Media Production") made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following criteria (hereinafter "Low Budget SVOD Programs"):

Length of Program as Initially Exhibited*	"Low Budget" Threshold
20-35 Minutes	Less than \$900,000
36-65 Minutes	Less than \$1,750,000
66 Minutes or more	Less than \$2,100,000

* Original, live action dramatic new media productions which are less than 20 minutes in length and made for initial exhibition on a subscription video-on-demand consumer pay platform are not subject to this Paragraph D(2) and, instead, are subject to Paragraph D(1) of this Sideletter, regardless of their budgets.

(c) Terms and Conditions

The terms and conditions applicable to a Low Budget SVOD Program shall be those set forth in the 2025 Local 798 Major Film Theatrical and Television Series Agreement for a long-form television motion picture, except that:

(i) Employees employed on a Low Budget SVOD Program commencing principal photography prior to March 2, 2025 shall be paid at the wage rates set forth in Article 11(a)(3) for the period two periods prior to the period in question (*e.g.*, during the period March 2, 2025 to February 28, 2026, the wage rates for the period February 26, 2023 to March 2, 2024 shall apply), and employees employed on a Low Budget SVOD Program commencing principal

photography on or after March 2, 2025 shall be paid at the wage rates set forth in Article 11(a)(3) reduced by six percent (6%);

(ii) Paragraph E(5) of this Sideletter shall apply; and

(iii) Rest periods shall be as provided in Article 15 or Article 38, as applicable.

(3) Mid-Budget SVOD Programs

(a) The terms and conditions set forth in this Paragraph D(3) shall not apply to any program or series that continues in production on or after July 31, 2022 and which qualified as a "Legacy"⁷ Mid-Budget SVOD Program or series, and continues to qualify as a "Legacy" Mid-Budget SVOD Program or series, pursuant to Paragraph D(2)(a)(i) or (ii) of the Sideletter re Productions Made for New Media to the 2019 Local 798 Major Film Theatrical and Television Series Agreement.

In addition, the terms and conditions set forth in this Paragraph D(3) shall not apply to a Mid-Budget SVOD Program or episodes of a Mid-Budget SVOD series, the principal photography of which commences on or after July 31, 2022 pursuant to a license agreement entered into prior to July 31, 2022.⁸ Paragraph D(3) of the Sideletter re Productions Made for New Media to the 2019 Local 798 Major Film Theatrical and Television Series Agreement shall apply instead, except that minimum wage and fringe rates shall be subject to the increases negotiated during the 2025 negotiations.

⁷ During the 2022 negotiations, the parties agreed as a matter of housekeeping to rename "grandfathered" Mid-Budget SVOD Programs and series as "Legacy" Mid-Budget SVOD Programs and series.

⁸ If the licensee orders additional Mid-Budget SVOD Programs or episodes of a Mid-Budget SVOD series, the principal photography of which will commence on or after July 31, 2022, pursuant to a license agreement entered into prior to July 31, 2022, and the Employer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then the Mid-Budget SVOD Program or episodes of the Mid-Budget SVOD series shall be subject to the terms of the Sideletter re Productions Made for New

(b) Mid-Budget SVOD Programs Defined

The terms and conditions set forth in Paragraph D(3)(c) of this Sideletter shall be applicable only to original, live action dramatic new media productions made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following criteria (hereinafter "Mid-Budget SVOD Programs"):

Length of Program as Initially Exhibited*	"Mid-Budget" Threshold
20-35 Minutes	\$900,000 or more but less than \$1,300,000
36-65 Minutes	\$1,750,000 or more but less than \$2,500,000
66 Minutes or more	\$2,100,000 or more but less than \$3,000,000

* Original, live action dramatic new media productions which are less than 20 minutes in length and made for initial exhibition on a subscription video-on-demand consumer pay platform are not subject to this Paragraph D(3) and, instead, are subject to Paragraph D(1) of this Sideletter, regardless of their budgets.

(c) Terms and Conditions

The terms and conditions for employees employed on a Mid-Budget SVOD Program shall be those set forth in the 2025 Local 798 Major Film Theatrical and Television Series Agreement for a long-form television motion picture, except that:

(i) Employees employed on a Mid-Budget SVOD Program commencing principal photography prior to March 2, 2025 shall be paid at the wage rates set forth in Article 11(a)(3) for the period prior to the period in question (e.g., during the period March 2, 2025 to February 28, 2026, the wage rates for the period March 3, 2024 to March 1, 2025 shall apply), and employees employed on a Mid-Budget SVOD Program commencing principal photography on or after March 2, 2025 shall be paid at the wage rates set forth in Article 11(a)(3) reduced by three percent (3%);

(ii) Paragraph E(5) of this Sideletter shall apply; and

(iii) Rest periods shall be as provided in Article 15 or Article

E. Other Provisions⁹

(1) Union Security

The provisions of Article II, "Union Security," of the Basic Agreement shall apply to New Media Productions, except that the requirement to become a member in good standing of the Union shall not apply until an individual has been employed for at least thirty (30) workdays on New Media Productions covered under this Sideletter, or for a combined total of thirty (30) workdays on New Media Productions covered under this Sideletter and on motion pictures of the type traditionally covered under the Local 798 Agreement.

Local 798 acknowledges and agrees that the obligations set forth in subparagraph (c) of Article II apply only to newly-hired employees who are not members of Local 798.

(2) Pension, Health and Welfare and Annuity Funds

(a) On covered New Media Productions budgeted at \$25,000 or less per minute (using the same cost elements as described in the third paragraph of Paragraph B above), Employer's only obligation hereunder with regard to fringe benefit contributions shall be to make, on behalf of each employee covered hereunder:

(i) For employees working in New York, New Jersey and Connecticut, that portion of the aggregate contribution specified in Article 20(c)(2)(iii) of the Local 798 Agreement that is due to the IATSE National Health and Welfare Fund;

(ii) For employees working in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont and the District of Columbia, the amounts set forth in Article 20(c)(2)(i)(A) of the Local 798 Agreement;

(iii) For employees working in Florida, the amounts set forth in Article 20(c)(2)(ii)(A) of the Local 798 Agreement; and

⁹ This Paragraph E applies to the following New Media Productions (*i.e.*, those covered under Paragraphs C and D above):

(1) Derivative New Media Productions which do not meet the definition of a High Budget SVOD, AVOD or FAST Channel Program (including because the program's budget falls below the requisite budget threshold or because the program is less than 20 minutes in length), unless the employee has been assigned to a Derivative New Media Production as

(iv) For employees working in Georgia, Louisiana, Maryland, North Carolina, South Carolina, Virginia and West Virginia, the amounts set forth in Article 37(b)(1) of the Local 798 Agreement.

(b) On New Media Productions budgeted at more than \$25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B above), or when employees are assigned by the Employer to a Derivative New Media Production as part of their regular workday on the source production, Employer shall be obligated to make, on behalf of each employee covered hereunder, pension and health and welfare contributions to the Local 798 Pension Fund and the IATSE National Health and Welfare Fund and the IATSE Annuity Fund in accordance with the following:

(i) For employees working in New York, New Jersey or Connecticut, the aggregate amount set forth in Article 20(c)(2)(iii) of the Local 798 Agreement;

(ii) For employees working in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont and the District of Columbia, the amounts set forth in Article 20(c)(2)(i)(A) and in Article 20(c)(2)(i)(B) of the Local 798 Agreement;

(iii) For employees working in Florida, the amount set forth in Article 20(c)(2)(ii)(A) and in Article 20(c)(1)(ii)(B) of the Local 798 Agreement; and

(iv) For employees working in Georgia, Louisiana, Maryland, North Carolina, South Carolina, Virginia and West Virginia, the amounts set forth in Article 37(b)(1) and in Article 37(b)(2) of the Local 798 Agreement.

(3) Preference of Employment

There shall be no preference of employment of any kind or nature in the employment of employees on New Media Productions hereunder.

(4) Grievance and Arbitration

Any dispute with regard to wages, hours of employment or working conditions concerning an employee employed by Employer under the terms of this Sideletter shall be resolved in accordance with the grievance and arbitration procedure set forth in Article 2 of the Local 798 Major Film Theatrical and Television Series Agreement

(6) No Strike, No Lockout

During the term of this Agreement, the Union agrees not to engage in any strike, sympathy strike or work stoppage against the Employer. The Employer agrees not to engage in any lockout of its employees employed hereunder during the term of this Agreement.

(7) Call Sheet

Employer shall use best efforts to indicate on the call sheet that the production is a covered New Media Production produced under the Sideletter Re: Productions Made for New Media. In the event that the Employer fails to do so, the Union shall notify the Employer. This provision shall not be subject to grievance and arbitration.

(8) No Other Terms Applicable

Except as expressly provided in this Sideletter, no other terms and conditions shall be applicable to employees employed on New Media Productions.

F. "High Budget" Derivative and Original Dramatic New Media Productions Made for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform

(1) Prospective Application

The terms and conditions set forth in this Paragraph F shall be applicable prospectively only. They shall not apply to:

(a) any program or series that would otherwise qualify as a "High Budget SVOD Program" within the meaning of this Sideletter, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode, in the case of a series, commenced prior to June 1, 2016; or

(b) any program or series that would otherwise qualify as a "High Budget SVOD Program" within the meaning of this Sideletter for which the principal photography of the program or the first episode of the series commenced after June 1, 2016, if such program or series was produced pursuant to the terms of a *bona fide* license agreement with fixed and definite terms entered into by the Employer prior to June 1, 2016. However, if such license agreement is entered into subject to conditions precedent then all such conditions must be satisfied prior

the terms of the license agreement after June 1, 2016 and the Employer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then such additional programs or episodes shall be subject to the terms of this Sideletter.

Notwithstanding the foregoing, the Employer shall not reduce the terms and conditions of employment previously provided to Local 798-represented employees on programs or series covered by subparagraphs (a) or (b) above.

The grandfathering described in this Paragraph F(1) shall be eliminated with respect to a new season of a series for which the first episode of the season commences principal photography on or after March 2, 2025.

(2) "High Budget SVOD Programs" Defined

The terms and conditions set forth in Paragraph F of this Sideletter shall be applicable only to original and derivative dramatic new media productions made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following "high budget" criteria (hereinafter "**High Budget SVOD Programs**"):

<u>Length of Program as Initially Exhibited*</u>	<u>"High Budget" Threshold</u>
20-35 Minutes	\$1,300,000 and above
36-65 Minutes	\$2,500,000 and above
66 Minutes or more	\$3,000,000 and above

* Programs less than 20 minutes are not considered "high budget" for the purpose of this Sideletter, regardless of their budgets.

** The "high budget" thresholds set forth above shall automatically increase upon the effective date of any increase in the "high budget" thresholds for

"High Budget SVOD Programs" that the AMPTP may negotiate with Motion Picture Studio Mechanics, Local 52, I.A.T.S.E. and M.P.T.A.A.C.

(3) "Tier 1" and "Tier 2" Defined

For purposes of Paragraph F(4) below, Tier 1 and Tier 2 shall be defined as follows:

Program Length	Budget Tier***
20-35 Minutes	Tier 1: \$2,100,000 or more
	Tier 2: \$1,300,000 or more but less than \$2,100,000
36-65 Minutes	Tier 1: \$3,800,000 or more
	Tier 2: \$2,500,000 or more but less than \$3,800,000
66-95 Minutes	Tier 1: \$4,000,000 or more
	Tier 2: \$3,000,000 or more but less than \$4,000,000
96 Minutes or more	Tier 1: \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) or more
	Tier 2: \$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof)

*** The budget tiers set forth above shall automatically increase upon the effective date of any increase in the budget tiers for "High Budget SVOD Programs" that the AMPTP may negotiate with Motion Picture Studio Mechanics, Local 52, I.A.T.S.E. and M.P.T.A.A.C.

(4) Terms and Conditions¹⁰

(a) High Budget SVOD Programs, Pilots, Mini-Series and Seasons of Series Commencing Principal Photography on or After March 2, 2025

This subparagraph (a) applies to new one-time High Budget SVOD Programs and pilots which commence principal photography on or after March 2, 2025, new mini-series the first part of which commences principal

¹⁰ For purposes of determining minimum wages and other terms and conditions for High

photography on or after March 2, 2025 and new seasons of series for which the first episode of the season commences principal photography on or after March 2, 2025.

The terms and conditions for employees employed on such Programs, pilots, mini-series and series shall be as set forth in the 2025 Local 798 Major Film Theatrical and Television Series Agreement or the 2025 Local 798 Supplemental Digital Production Agreement, as applicable, including all Sideletters, for a television motion picture, subject to the following:

(i) The minimum rates set forth in the 2025 Local 798 Major Film Theatrical and Television Series Agreement shall apply to High Budget SVOD Programs, except as provided below and except that rates in the Supplemental Digital Production Agreement shall apply to digitally-recorded High Budget SVOD Programs of the type which, if produced for television, would be considered "non-prime time," such as *iCarly* and *Saved by the Bell*.

(ii) A High Budget SVOD Program between 20 and 35 minutes in length or a High Budget SVOD series consisting of episodes between 20 and 35 minutes in length shall be treated as a half-hour program or series; a High Budget SVOD Program between 36 and 65 minutes in length or a High Budget SVOD series consisting of episodes between 36 and 65 minutes in length shall be treated as a one-hour program or series; and a High Budget SVOD Program that is 66 minutes or longer in length (other than a High Budget SVOD Program described in subparagraph (iii) below) shall be treated as a long-form television motion picture.

(iii) The wage rates, fringe rates and working conditions applicable to theatrical motion pictures, as set forth in the 2025 Local 798 Major Film Theatrical and Television Series Agreement, shall apply to a live action High Budget SVOD Program that is 96 minutes or longer in length and budgeted at over \$37,212,698 (other than a pilot, episode of a series or part of a mini-series).¹¹ This subparagraph (iii) does not apply to a High Budget SVOD Program subject to a license agreement entered into prior to August 1, 2019.

¹¹ The budget shall be determined by the production costs, including the "above" and "below the line" costs and "pre-production" and "post-production" costs. Production costs shall not include: (a) the costs of the premium for a completion bond; (b) a contingency fund not to exceed ten percent (10%) of the budget; (c) costs reimbursed by insurance; and (d) overages

(iv) Minimum Rates on Certain High Budget SVOD Programs in Tier 2 – Intended for Initial Exhibition on an SVOD Platform with 20 Million or More Subscribers in the United States and Canada – or Tier 1 or 2 – Intended for Initial Exhibition on an SVOD Platform with Fewer than 20 Million Subscribers in the United States and Canada

Minimum rates for employees employed on the following High Budget SVOD Programs in Tier 2, as defined in subparagraph F(3) above, that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada, or on High Budget SVOD Programs that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada, shall be as follows:

(A) The minimum rates set forth in Article 11(a)(3) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement shall apply to employees employed in New York, New Jersey and/or Connecticut on a one-time High Budget SVOD Program less than 66 minutes in length, High Budget SVOD pilot and during the first season of any High Budget SVOD series 66 minutes or more in length. During the second season and subsequent production seasons of any High Budget SVOD series 66 minutes or more in length, the minimum rates set forth in Article 11(a)(2) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement shall apply.

(B) The minimum rates set forth in Article 11(a)(3) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement, reduced by 10%, shall apply to employees employed in Delaware, the District of Columbia, Florida, Georgia, Louisiana, Maine, Maryland, Massachusetts, New Hampshire, North Carolina, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia and/or West Virginia on any one-time High Budget SVOD Program less than 66 minutes in length, High Budget SVOD pilot and during the first season of any High Budget SVOD series 66 minutes or more in length. During the second and third season of any High Budget SVOD series 66 minutes or more in length, the set forth in Article 11(a)(2) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement, reduced by three percent (3%), shall apply. During the fourth season and subsequent production seasons of any High Budget SVOD series 66 minutes or more in length, the minimum rates set forth in Article 11(a)(2) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement shall apply.

(v) Working Conditions for High Budget SVOD Programs in Tier 2 – Intended for Initial Exhibition on an SVOD Platform with 20 Million or More Subscribers in the United States and Canada – or Tier 1 or 2 – Intended for Initial Exhibition on an SVOD Platform with Fewer than 20 Million Subscribers in the United States and Canada

Working conditions for employees employed on High Budget SVOD Programs in Tier 2, as defined in subparagraph F(3) above, that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada, or on High Budget SVOD Programs that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada, shall be as follows:

(A) High Budget SVOD Programs Between 20 and 35 Minutes in Length - The working conditions applicable to High Budget SVOD Programs that are between 20 and 35 minutes in length shall be as provided in the Local 798 Supplemental Digital Production Agreement, except:

(1) The following shall apply to employees employed in New York, New Jersey and/or Connecticut:

(a) No unworked holiday pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first season of a High Budget SVOD series. During the second season of a High Budget SVOD series, unworked holiday pay shall be payable at one-half of the applicable percentage set forth in the Local 798 Supplemental Digital Production Agreement. Thereafter, unworked holiday pay shall be as set forth in the Local 798 Supplemental Digital Production Agreement.

(b) No vacation pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first season of a High Budget SVOD series. During the second season of a High Budget SVOD series, vacation pay shall be payable at one-half of the applicable percentage set forth in the Local 798 Supplemental Digital Production Agreement. Thereafter, vacation pay shall be as set forth in the Local 798 Supplemental Digital Production Agreement.

(2) The following shall apply to employees employed in Delaware, the District of Columbia, Florida, Georgia, Louisiana, Maine, Maryland, Massachusetts, New Hampshire, North Carolina, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia and/or West Virginia:

(b) No vacation pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first and second seasons of a High Budget SVOD series. During the third season of a High Budget SVOD series, vacation pay shall be payable at one-half of the applicable percentage set forth in the Local 798 Supplemental Digital Production Agreement. Thereafter, vacation pay shall be as set forth in the Local 798 Supplemental Digital Production Agreement.

(B) High Budget SVOD Programs 36 Minutes or Longer in length - The working conditions applicable to High Budget SVOD Programs that are 36 minutes or longer in length shall be as provided in Part III of the 2025 Local 798 Major Film Theatrical and Television Series Agreement for employees employed in Connecticut, Delaware, Florida, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and the District of Columbia or as provided in Part IV of the 2025 Local 798 Major Film Theatrical and Television Series Agreement for employees employed in Georgia, Louisiana, Maryland, North Carolina, South Carolina, Virginia and West Virginia, except:

(1) For employees employed in Georgia, Maryland, North Carolina, South Carolina, Virginia and West Virginia, no unworked holiday pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first and second seasons of a High Budget SVOD series. During the third season of a High Budget SVOD series, there shall be a 50% reduction in unworked holiday pay for such employees. Thereafter, unworked holiday pay shall be as set forth in the Local 798 Major Film Theatrical and Television Series Agreement.

(2) Employer may interchange employees based upon the concept set forth in the Supplemental Videotape Electronics Agreement.

(b) High Budget SVOD Programs, Pilots, Mini-Series and Seasons of Series Commencing Principal Photography Prior to March 2, 2025

This subparagraph (b) applies to one-time High Budget SVOD Programs and pilots which commence principal photography prior to March 2, 2025, new mini-series the first part of which commences principal photography prior to March 2, 2025 and new seasons of series for which the first episode of the season commences principal photography prior to March 2, 2025.

(i) The terms and conditions for employees employed on High Budget SVOD Programs in Tier 1 as defined in subparagraph F(3) above

applicable, including all Sideletters, for a television motion picture, subject to the following:

(A) The minimum rates set forth in the 2025 Local 798 Major Film Theatrical and Television Series Agreement shall apply to High Budget SVOD Programs, except as provided below and except that rates in the Supplemental Digital Production Agreement shall apply to digitally-recorded High Budget SVOD Programs of the type which, if produced for television, would be considered "non-prime time," such as *iCarly* and *Saved by the Bell*.

(B) A High Budget SVOD Program between 20 and 35 minutes in length or a High Budget SVOD series consisting of episodes between 20 and 35 minutes in length shall be treated as a half-hour program or series; a High Budget SVOD Program between 36 and 65 minutes in length or a High Budget SVOD series consisting of episodes between 36 and 65 minutes in length shall be treated as a one-hour program or series; and a High Budget SVOD Program that is 66 minutes or longer in length (other than a High Budget SVOD Program described in subparagraph (C) below) shall be treated as a long-form television motion picture.

(C) The wage rates, fringe rates and working conditions applicable to theatrical motion pictures, as set forth in the 2025 Local 798 Major Film Theatrical and Television Series Agreement, shall apply to a live action High Budget SVOD Program that is 96 minutes or longer in length and budgeted at over \$37,212,698 (other than a pilot, episode of a series or part of a mini-series) and that is intended primarily for use on a subscription consumer pay video-on-demand new media service with 20 million or more subscribers in the United States and Canada.¹² This subparagraph (C) does not apply to a High Budget SVOD Program subject to a license agreement entered into prior to August 1, 2019.

(D) In addition, the following wage rates apply to High Budget SVOD Programs and series subject to a license agreement entered into on or after February 26, 2023 and commencing principal photography prior to March

¹² The budget shall be determined by the production costs, including the "above" and "below the line" costs and "pre-production" and "post-production" costs. Production costs shall not include: (a) the costs of the premium for a completion bond; (b) a contingency fund not to exceed ten percent (10%) of the budget; (c) costs reimbursed by insurance; and (d) overages.

2, 2025 (or in the absence of a license agreement, the principal photography of which commences on or after February 26, 2023, but prior to March 2, 2025):

(1) The wage rates set forth in Article 11(a)(1) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement for two periods prior to the period in question shall apply (*e.g.*, during the period March 2, 2025 to February 28, 2026, the wage rates for the period February 26, 2023 to March 2, 2024 shall apply) to employees employed on a one-time High Budget SVOD Program (other than a pilot, episode of a series or part of a mini-series) that is either: (1) 85 to 95 minutes in length and budgeted at \$22,042,000 or more; or (2) 96 minutes or longer in length and budgeted between \$22,042,000 and \$37,212,698.

(2) The wage rates set forth in Article 11(a)(1) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement for one period prior to the period in question shall apply (*e.g.*, during the period March 2, 2025 to February 28, 2026, the wage rates for the period March 3, 2024 to March 1, 2025 shall apply) to employees employed on a High Budget SVOD mini-series that is either: (1) less than 66 minutes in length and in Tier 1 or (2) 66 minutes or longer in length and budgeted at \$10,469,950.

(3) The wage rates set forth in Article 11(a)(1) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement for two periods prior to the period in question shall apply (*e.g.*, during the period March 2, 2025 to February 28, 2026, the wage rates for the period February 26, 2023 to March 2, 2024 shall apply) to employees employed on a High Budget SVOD mini-series that is 66 minutes or longer in length and budgeted at over \$6,612,600 but less than \$10,469,950.

(ii) The terms and conditions for employees employed on High Budget SVOD Programs in Tier 2, as defined in subparagraph F(3) above, that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada, or on High Budget SVOD Programs that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada, shall be as provided in the 2025 Local 798 Major Film Theatrical and Television Series Agreement or the

2025 Local 798 Supplemental Digital Production Agreement, as applicable, including all Sideletters, for a television motion picture, subject to the following:

(A) Minimum Rates for High Budget SVOD Programs Described in this Subparagraph (ii)¹³

(1) Except as provided in subparagraph (2) below, the minimum rates on such High Budget SVOD Programs shall be as follows:

(a) The minimum rates for employees employed in New York, New Jersey and/or Connecticut on any one-time High Budget SVOD Program, High Budget SVOD pilot and during the first season of any High Budget SVOD series shall be as provided in Article 11(a)(3) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement. During the second season and subsequent production seasons of any High Budget SVOD series, the minimum rates set forth in Article 11(a)(1) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement for one period prior to the period in question shall apply (*e.g.*, during the period March 2, 2025 to February 28, 2026, the wage rates for the period March 3, 2024 to March 1, 2025 shall apply).

(b) The minimum rates for employees employed in Delaware, the District of Columbia, Florida, Georgia, Louisiana, Maine, Maryland, Massachusetts, New Hampshire, North Carolina, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia and/or West Virginia on any one-time High Budget SVOD Program, High Budget SVOD pilot and during the first season of any High Budget SVOD series shall be the rates set forth in Article 11(a)(3) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement, reduced by 10%. During the second and third season of any High Budget SVOD series, the minimum rates for such employees shall lag the rates set forth in Article 11(a)(1) by two years (*e.g.*, during the period March 2, 2025 to February 28, 2026, the wage rates for the period February 26, 2023 to March 2, 2024 shall apply). Thereafter, the minimum rates for such employees shall lag the rates set forth in Article 11(a)(1) by one year (*e.g.*, during the period March 2, 2025 to February 28, 2026, the wage rates for the period March 3, 2024 to March 1, 2025 shall apply).

(2) In addition, the following wage rates apply to High Budget SVOD Programs and series subject to a license agreement entered into on or after February 26, 2023 and commencing principal photography prior to March 2, 2025 (or in the absence of a license agreement, the principal photography of which commences on or after February 26, 2023 but prior to March 2, 2025):

March 2, 2025 to February 28, 2026, the wage rates for the period February 26, 2023 to March 2, 2024 shall apply) to employees employed in New York, New Jersey and/or Connecticut on any one-time High Budget SVOD Program (other than a pilot, episode of a series or part of a mini-series) that is 85 minutes or longer in length and budgeted at \$22,042,000 or more.

(b) The minimum rates in Article 11(a)(1) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement for two periods prior to the period in question shall apply (*e.g.*, during the period March 2, 2025 to February 28, 2026, the wage rates for the period February 26, 2023 to March 2, 2024 shall apply) to employees employed in New York, New Jersey and/or Connecticut on the first season of a 20-35 minute series that is either: (a) intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada or (b) intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada and budgeted at \$4,408,400 or more.

(c) The minimum rates in Article 11(a)(1) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement for two periods prior to the period in question shall apply (*e.g.*, during the period March 2, 2025 to February 28, 2026, the wage rates for the period February 26, 2023 to March 2, 2024 shall apply) to employees employed in New York, New Jersey and/or Connecticut on the first season of a 36-65 minute series that is either: (a) intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada or (b) intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada and budgeted at \$3,800,000 or more but less than \$8,816,800.

(d) The minimum rates in Article 11(a)(1) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement for one period prior to the period in question shall apply (*e.g.*, during the period March 2, 2025 to February 28, 2026, the wage rates for the period March 3, 2024 to March 1, 2025 shall apply) to employees employed in New York, New Jersey and/or Connecticut on the first season of a 36-65 minute series that is intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada and budgeted at \$8,816,800 or more.

(e) The minimum rates for employees employed in Delaware, the District of Columbia, Florida, Georgia, Louisiana,

(f) The minimum rates for employees employed in Delaware, the District of Columbia, Florida, Georgia, Louisiana, Maine, Maryland, Massachusetts, New Hampshire, North Carolina, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia and/or West Virginia on the first season of a 20-35 minute series shall be the rates set forth in Article 11(a)(3) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement.

(g) The minimum rates set forth in Article 11(a)(3) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement shall apply to employees employed in Delaware, the District of Columbia, Florida, Georgia, Louisiana, Maine, Maryland, Massachusetts, New Hampshire, North Carolina, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia and/or West Virginia on the first season of a 36-65 minute series that is either: (a) intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada or (b) intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada and budgeted at \$3,800,000 or more but less than \$8,816,800.

(h) The minimum rates set forth in Article 11(a)(1) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement for two periods prior to the period in question shall apply (*e.g.*, during the period March 2, 2025 to February 28, 2026, the wage rates for the period February 26, 2023 to March 2, 2024 shall apply) to employees employed in Delaware, the District of Columbia, Florida, Georgia, Louisiana, Maine, Maryland, Massachusetts, New Hampshire, North Carolina, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia and/or West Virginia on the first season of a 36-65 minute series that is intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada and budgeted at \$8,816,800 or more.

(i) The wage rates set forth in Article 11(a)(1) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement for two periods prior to the period in question shall apply (*e.g.*, during the period March 2, 2025 to February 28, 2026, the wage rates for the period February 26, 2023 to March 2, 2024 shall apply) to employees employed on a High Budget SVOD mini-series is intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada and that is less than 66 minutes in length and in Tier 2, as defined in subparagraph F(3) above.

that is either: (a) less than 66 minutes in length and budgeted at \$8,816,800 or more or (b) 66 minutes or longer in length and budgeted at \$10,469,950 or more.

(k) The wage rates set forth in Article 11(a)(1) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement for two periods prior to the period in question shall apply (*e.g.*, during the period March 2, 2025 to February 28, 2026, the wage rates for the period February 26, 2023 to March 2, 2024 shall apply) to employees employed in New York, New Jersey and/or Connecticut on a High Budget SVOD mini-series that is either: (a) fewer than 66 minutes in length, budgeted at less than \$8,816,800 and intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada or (b) 66 minutes or longer and budgeted at over \$6,612,600 but less than \$10,469,950.

(l) The wage rates set forth in Article 11(a)(1) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement for two periods prior to the period in question shall apply (*e.g.*, during the period March 2, 2025 to February 28, 2026, the wage rates for the period February 26, 2023 to March 2, 2024 shall apply) to employees employed in Delaware, the District of Columbia, Florida, Georgia, Louisiana, Maine, Maryland, Massachusetts, New Hampshire, North Carolina, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia and/or West Virginia on a High Budget SVOD mini-series that is intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada and is either: (a) less than 66 minutes in length and budgeted at \$8,816,800 or more or (b) 66 minutes or longer in length and budgeted at \$10,469,950 or more.

(m) The minimum rates set forth in Article 11(a)(3) of the 2025 Local 798 Major Film Theatrical and Television Series Agreement shall apply to employees employed in Delaware, the District of Columbia, Florida, Georgia, Louisiana, Maine, Maryland, Massachusetts, New Hampshire, North Carolina, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia and/or West Virginia on a High Budget SVOD mini-series that is intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada and is either: (a) fewer than 66 minutes in length and budgeted at less than \$8,816,800 or (b) 66 minutes or longer and budgeted at over \$6,612,600 but less than \$10,469,950.

(B) Working Conditions for High Budget SVOD Programs Described in this Subparagraph (ii)

(1) High Budget SVOD Programs Between 20 and 35 Minutes in Length - The working conditions applicable to High Budget SVOD Programs that are between 20 and 35 minutes in length shall be as provided in the Local 798 Supplemental Digital Production Agreement, except:

(a) The following shall apply to employees employed in New York, New Jersey and/or Connecticut:

1) No unworked holiday pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first season of a High Budget SVOD series. During the second season of a High Budget SVOD series, unworked holiday pay shall be payable at one-half of the applicable percentage set forth in the Local 798 Supplemental Digital Production Agreement. Thereafter, unworked holiday pay shall be as set forth in the Local 798 Supplemental Digital Production Agreement.

2) No vacation pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first season of a High Budget SVOD series. During the second season of a High Budget SVOD series, vacation pay shall be payable at one-half of the applicable percentage set forth in the Local 798 Supplemental Digital Production Agreement. Thereafter, vacation pay shall be as set forth in the Local 798 Supplemental Digital Production Agreement.

(b) The following shall apply to employees employed in Delaware, the District of Columbia, Florida, Georgia, Louisiana, Maine, Maryland, Massachusetts, New Hampshire, North Carolina, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia and/or West Virginia:

1) No unworked holiday pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first and second seasons of a High Budget SVOD series. During the third season of a High Budget SVOD series, unworked holiday pay shall be payable at one-half of the applicable percentage set forth in the Local 798 Supplemental Digital Production Agreement. Thereafter, unworked holiday pay shall be as set forth in the Local 798 Supplemental Digital Production Agreement.

2) No vacation pay shall be

(2) High Budget SVOD Programs 36 Minutes or Longer in length - The working conditions applicable to High Budget SVOD Programs that are 36 minutes or longer in length shall be as provided in Part III of the 2025 Local 798 Major Film Theatrical and Television Series Agreement for employees employed in Connecticut, Delaware, Florida, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and the District of Columbia or as provided in Part IV of the 2025 Local 798 Major Film Theatrical and Television Series Agreement for employees employed in Georgia, Louisiana, Maryland, North Carolina, South Carolina, Virginia and West Virginia, except:

(a) For employees employed in Georgia, Maryland, North Carolina, South Carolina, Virginia and West Virginia, no unworked holiday pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first and second seasons of a High Budget SVOD series. During the third season of a High Budget SVOD series, there shall be a 50% reduction in unworked holiday pay for such employees. Thereafter, unworked holiday pay shall be as set forth in the Local 798 Major Film Theatrical and Television Series Agreement.

(b) Employer may interchange employees based upon the concept set forth in the Supplemental Videotape Electronics Agreement.

(c) The second paragraph of Paragraph C of this Sideletter shall apply to a Derivative New Media Production that falls within the definition of a High Budget SVOD Program as provided in this Paragraph F.

(5) The applicable subscriber tier shall be determined as of July 1st of each year of the Agreement. For a High Budget SVOD series, the subscriber tier that applies to the first episode of the season shall apply to the entire season.

G. The International Alliance of Theatrical Stage Employees ("IATSE") has been granted the right under the Producer-IATSE Basic Agreement to review the budget of a covered new media production solely for the purpose of determining whether the covered new media production falls within the definition of a Low Budget SVOD Program, as set forth in Paragraph D(2) above, Mid-Budget SVOD Program as set forth in Paragraph D(3) above or a High Budget SVOD Program, and, if so, whether the production meets the budget break in Tier 1 or Tier 2 as set forth in Paragraph F(3) above. Local 798 may request that the IATSE conduct such review and make such determination. In the event that the IATSE refuses to do so, Local 798 reserves its right to conduct such review. All information

H. New Media Productions Made for Initial Exhibition on a Free-to-the-Consumer, Advertiser-Supported New Media Platform or Free Ad-Supported Streaming Television (FAST) Channel

(1) **Prospective Application**

The provisions of this Paragraph H apply to the following 'High Budget, Mid-Budget and Low Budget AVOD or FAST Channel Programs' (as those terms are defined in subparagraph (2) below) only:

(a) any new season of a High Budget, Mid-Budget or Low Budget AVOD or FAST Channel series for which principal photography of the first episode of the season commences on or after March 9, 2025;

(b) any High Budget, Mid-Budget or Low Budget AVOD or FAST Channel mini-series for which principal photography of the first part of such mini-series commences on or March 9, 2025; and

(c) any one-time High Budget, Mid-Budget or Low Budget AVOD or FAST Channel programs which commence principal photography on or after March 9, 2025.

(2) **High Budget, Mid-Budget and Low Budget AVOD or FAST Channel Programs Defined**

The terms and conditions set forth in this Paragraph H shall be applicable only to the following productions made for initial exhibition on a free-to-the-consumer, advertiser-supported new media platform ("AVOD") or a free ad-supported streaming television channel ("FAST Channel"):

(a) Original and derivative dramatic new media productions which meet the following "high budget" criteria (hereinafter "High Budget AVOD or FAST Channel Programs"):

<u>Length of Program as Initially Exhibited*</u>	<u>"High Budget" Threshold</u>
20-35 Minutes	\$1,300,000 and above
36-65 Minutes	\$2,500,000 and above
66 Minutes or more	\$3,000,000 and above

* Programs less than 20 minutes are not considered "high budget" for the purpose of this subparagraph, regardless of their budgets.

(b) Original, live action dramatic new media productions which meet the following "mid-budget" criteria (hereinafter "Mid-Budget AVOD or Fast Channel Programs"):

Length of Program as Initially Exhibited*	"Mid-Budget" Threshold
20-35 Minutes	\$900,000 or more but less than \$1,300,000
36-65 Minutes	\$1,750,000 or more but less than \$2,500,000
66 Minutes or more	\$2,100,000 or more but less than \$3,000,000

* Original, live action dramatic new media productions which are less than 20 minutes in length are not subject to this Paragraph H and, instead, are subject to Paragraph D(1) of this Paragraph, regardless of their budgets.

(c) Covered original, live action dramatic new media productions (other than an "Experimental New Media Production") which meet the following criteria (hereinafter "Low Budget AVOD or FAST Channel Programs"):

Length of Program as Initially Exhibited*	"Low Budget" Threshold
20-35 Minutes	Less than \$900,000
36-65 Minutes	Less than \$1,750,000
66 Minutes or more	Less than \$2,100,000

* Original, live action dramatic new media productions which are less than 20 minutes in length are not subject to Paragraph H and, instead, are subject to Paragraph D(1) of this Paragraph regardless of their budgets.

(3) **Terms and Conditions**¹⁴

(a) **High Budget AVOD or FAST Channel Programs**

The terms and conditions applicable to a High Budget AVOD or FAST Channel Program, as defined in Paragraph H(2) above, shall be as provided in Paragraph F(4) for a High Budget SVOD Program.

(b) Mid-Budget AVOD or FAST Channel Programs

The terms and conditions applicable to a Mid-Budget AVOD or FAST Channel Program, as defined in subparagraph H(2) above, shall be as provided in subparagraph D(3)(c) and E for a Mid-Budget SVOD Program.

(c) Low Budget AVOD or FAST Channel Programs

The terms and conditions applicable to a Low Budget AVOD or FAST Channel Program, as defined in subparagraph H(2) above, shall be as provided in subparagraph D(2)(c) and E for a Low Budget SVOD Program.

I. "Sunset" Clause

The parties recognize that these provisions are being negotiated at a time when the business models and patterns of usage of productions in New Media are in the process of exploration, experimentation and innovation. Therefore, the provisions of this Sideletter shall expire on the termination date of the Local 798 Agreement and will be of no force and effect thereafter. No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for reuse of productions made for New Media.

The parties further acknowledge that conditions in this area are changing rapidly and that the negotiation for the successor agreement will be based on the conditions that exist and reasonably can be forecast at that time.

Very truly yours,



Gregory J. Hessinger

ACCEPTED AND AGREED:

MAKE-UP ARTISTS AND HAIR STYLISTS, LOCAL 798, I.A.T.S.E.

By: Angela L. Johnson
Angela L. Johnson

Rosemarie Levy

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403

Tel: 818.995.3600 • Fax: 818.285.4450 • www.amtp.org

Carol A. Lombardini
President

Direct: 818.935.5930

EXHIBIT D

March 1, 2013

Reissued March 1, 2016

Make-up Artists and Hair Stylists
I.A.T.S.E., Local #798
70 W. 36th Street, Suite 4A
New York, New York 10018

Attention: Rose Chatterton, President
Rosemarie Levy, Business Representative

Re: Safety

Dear Rose and Rosemarie:

Each Company will notify Local #798 in writing of the name and contact information for its studio safety representative and shall update that information periodically. Each Company also will inform Local #798 if it has a safety hotline. The foregoing provisions shall not be subject to grievance and arbitration.

If the foregoing comports with your understanding of our agreement, please so indicate by executing the sideletter in the space reserved for your signature.

Very truly yours,



Carol A. Lombardini

ACCEPTED AND AGREED:

MAKE-UP ARTISTS AND HAIR STYLISTS, LOCAL #798, I.A.T.S.E.

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403
Tel: 818.995.3600 • Fax: 818.285.4450 • www.amtp.org

Carol A. Lombardini
President

Direct: 818.935.5930

EXHIBIT E

March 1, 2013
Reissued March 1, 2016

Make-up Artists and Hair Stylists
I.A.T.S.E., Local #798
70 W. 36th Street, Suite 4A
New York, New York 10018

Attention: Rose Chatterton, President
Rosemarie Levy, Business Representative

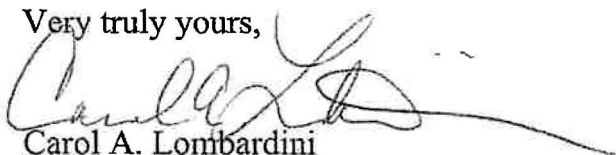
Re: Work Performed Outside the United States and its Territories

Dear Rose and Rosemarie:

This sideletter confirms the understanding reached during the 2013 negotiations that should an Employer elect to employ a person within the geographical jurisdiction of Local #798 to perform work outside the limits of the United States and its territories in any of the job classifications covered hereunder, in the production of motion pictures, the provisions of this Agreement do not apply to such employment, except that the Employer shall make benefit plan contributions to the Plan(s) applicable to the geographical area in which the employee is hired at the applicable rate set forth in the Agreement, provided that the applicable Trust Agreements permit such contributions. The bargaining parties agree to make a recommendation to the Directors of the respective benefit plans to amend the applicable Trust Agreements, if required, to allow such contributions.

If the foregoing comports with your understanding of our agreement, please so indicate by executing the sideletter in the space reserved for your signature.

Very truly yours,



Carol A. Lombardini

ACCEPTED AND AGREED:

MAKE UP ARTISTS AND HAIR STYLISTS LOCAL #798 I.A.T.S.E.

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403

Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Gregory J. Hessinger
President

Direct: 818.935.5901

EXHIBIT F

March 1, 2025

Make-up Artists and Hair Stylists
I.A.T.S.E., Local 798
70 W. 36th Street, Suite 4A
New York, New York 10018

Attention: Angela L. Johnson, President
Rosemarie Levy, Business Representative
Samantha Reese, Business Representative

Re: Hair Stylists and Make-up Artists for All Types of Hair/Skin

Dear Angela, Rosemarie, and Samantha:

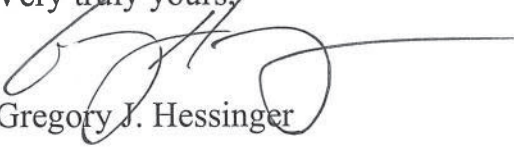
This sideletter confirms the understanding reached during the 2025 negotiations that Local 798 agrees to participate in one or more meetings with representatives of the Employers, SAG-AFTRA and IATSE Local 706 to discuss training for and qualifications of hair stylists and make-up artists, with the goal of expanding and maintaining a pool of hair stylists and make-up artists who are qualified and available to work with cast members with all types of hair texture and skin tones.

Upon the request of an Employer, Local 798 will provide to that Employer the Local 798 availability list identifying the individual worker's skills and experience, including skills and experience with different hair textures and/or skin tones if and as self-reported by the individual.

Exhibit F
Page 2

Employers and Local 798 agree to collaborate for purposes of developing training for hair stylists and make-up artists for all types of hair texture and skin tones.

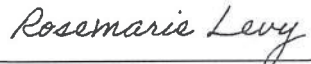
Very truly yours,



Gregory J. Hessinger

ACCEPTED AND AGREED:

MAKE-UP ARTISTS AND HAIR STYLISTS, LOCAL 798, I.A.T.S.E.

By: 
Angela L. Johnson

By: 
Rosemarie Levy

By: 
Samantha Reese

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Gregory J. Hessinger
President

Direct: 818.935.5901

EXHIBIT G

March 1, 2025

Make-up Artists and Hair Stylists
I.A.T.S.E., Local 798
70 W. 36th Street, Suite 4A
New York, New York 10018

Attention: Angela L. Johnson, President
Rosemarie Levy, Business Representative
Samantha Reese, Business Representative

Re: Artificial Intelligence

Dear Angela, Rosemarie, and Samantha:

During the 2025 negotiations, the parties reached agreement to add a new Article 9 to the Agreement to address the Employer's right to use new technologies, including artificial intelligence and AI Systems (as those terms are defined therein), in connection with motion picture production. Article 9 was the result of extensive discussions between the IATSE and the AMPTP, including with their respective experts, and further discussions between Local 798 and the AMPTP, and calls for regular meetings between the Employers and the International Union during the term to keep the Union advised and informed of developments in the use of AI Systems affecting bargaining unit members. The parties acknowledge both the Employer's right to use new technologies involving AI System(s) in Article 9 and the Employer's obligation, upon request of the Union, to negotiate over any impact of such use on bargaining unit employees as required by law.

Exhibit G
Page 2

The parties confirm that the foregoing obligation shall not apply when an Employer experiments with using an AI System for the primary purpose of determining, under operating conditions, the feasibility and/or adequacy of performance of any AI System and/or tests the AI System under operating conditions by persons under the jurisdiction of this Agreement on a temporary basis.

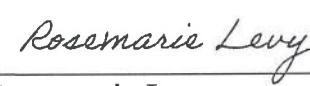
Very truly yours,

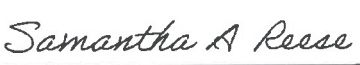

Gregory J. Hessinger

ACCEPTED AND AGREED:

MAKE-UP ARTISTS AND HAIR STYLISTS, LOCAL 798, I.A.T.S.E.

By: 
Angela L. Johnson

By: 
Rosemarie Levy

By: 
Samantha Reese