

July 6, 2022

**MEMORANDUM OF AGREEMENT OF MARCH 1, 2022 WITH MAKE-UP ARTISTS  
AND HAIR STYLISTS, LOCAL #798, IATSE AND MPTAAC  
FOR MAJOR FILM THEATRICAL AND TELEVISION SERIES AGREEMENT AND  
SUPPLEMENTAL DIGITAL PRODUCTION AGREEMENT  
WITH MAJOR PRODUCERS**

This Memorandum of Agreement is entered into between Make-up Artists and Hair Stylists, Local #798, IATSE and MPTAAC (hereinafter referred to as "Local #798" or "the Union"), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter "AMPTP") on behalf of those Producers listed on Exhibit "A" attached hereto (each hereinafter respectively referred to as the "Employer" and collectively referred to as the "Employers"), on the other hand.

This Memorandum of Agreement modifies the provisions of the 2019 Major Film Theatrical and Television Series Agreement with Major Producers and the 2019 Supplemental Digital Production Agreement. All of the provisions of the 2019 Major Film Theatrical and Television Series Agreement with Major Producers and the 2019 Supplemental Digital Production Agreement remain the same, except as changed herein.

This Memorandum of Agreement reflects the complete understanding reached between the parties. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language. This Memorandum of Agreement is not contract language, except where the context clearly indicates otherwise.

This Memorandum shall be subject to ratification by the membership of Local #798 by July 25, 2022. Provided that the AMPTP receives notice of ratification by July 25, 2022 and provided that no work stoppage by the membership of Local #798 takes place between March 1, 2022 and the date of ratification of this Memorandum, the provisions of this Memorandum of Agreement shall be effective as of the dates hereinafter set forth, except that when no date is specified, such provisions shall be effective as of the first Sunday following the AMPTP's receipt of notice of ratification.

In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. **Term**

The term of each of the Make-Up Artists and Hair Stylists, Local #798, IATSE and MPTAAC Major Film Theatrical and Television Series Agreement and the Supplemental Digital Production Agreement shall be for three (3) years, commencing on March 1, 2022 through and including February 28, 2025.

2. **Wages**

- a. Minimum wage rates in the 2019 Major Film Theatrical and Television Series Agreement shall be increased by three percent (3%) effective February 27, 2022; by an additional three percent (3%) effective February 26, 2023; and by an additional three percent (3%) effective March 3, 2024. These increases shall be compounded. All retroactive payments shall be made as soon as possible.
- b. Minimum wage rates under the 2019 Supplemental Digital Production Agreement shall be increased by three percent (3%) effective October 2, 2022 and by an additional three percent (3%) effective October 1, 2023. Minimum wage rates for the period September 29, 2024 to February 28, 2025 shall be increased by the same percentage and at the same time as the corresponding wage rates for “Make-Up Artists” and “Hair Stylists” in the IATSE Videotape Agreement are increased, and shall remain in effect for the same time period as the correspondingly increased rates for Make-Up Artists and Hair Stylists under the Videotape Agreement. The foregoing increases shall be compounded.

3. **Fringe Benefits**

- a. Major Film Theatrical and Television Series Agreement: Modify Articles 20 and 37 of the Major Film Theatrical and Television Series Agreement to increase the fringe benefit contribution rates by six dollars (\$6.00) per day retroactive to February 27, 2022, by an additional six dollars (\$6.00) per day effective February 26, 2023 and by an additional seven dollars (\$7.00) per day effective March 3, 2024. The foregoing increases shall not apply to the fringe benefit contributions made on behalf of employees employed on theatrical motion pictures in New York, New Jersey and Connecticut under Article 20(c)(1)(i).
- b. Supplemental Digital Production Agreement: Modify Articles 30 and 31 of the Supplemental Digital Production Agreement to increase the fringe benefit contribution rates by six dollars (\$6.00) per day effective October 2, 2022, by an additional six dollars (\$6.00) per day effective October 1, 2023 and by an additional seven dollars (\$7.00) per day effective September 29, 2024.
- c. Allocation of the fringe benefit contribution increases which are effective February 27, 2022 as set forth in Item 3.a. above (or October 2, 2022 as set forth in Item 3.b. above in the case of the Supplemental Digital Production Agreement) between the IATSE National Health and Welfare Fund and the IATSE Annuity Fund shall be made by mutual agreement of the bargaining parties no later than July 25, 2022. In the event the parties do not mutually agree upon the allocation before the deadline described in the preceding sentence, one half of each of the fringe benefit contribution increases over which the parties have not reached

agreement shall be allocated to the IATSE National Health and Welfare Fund, and one half shall be allocated to the IATSE Annuity Fund.

Allocation of the fringe benefit contribution increases which are effective February 26, 2023 as set forth in Item 3.a. above (or October 1, 2023 as set forth in Item 3.b. above in the case of the Supplemental Digital Production Agreement) between the IATSE National Health and Welfare Fund and the IATSE Annuity Fund shall be made by mutual agreement of the bargaining parties no later than October 31, 2022. In the event the parties do not mutually agree upon the allocation before the deadline described in the preceding sentence, one half of each of the fringe benefit contribution increases over which the parties have not reached agreement shall be allocated to the IATSE National Health and Welfare Fund, and one half shall be allocated to the IATSE Annuity Fund.

Allocation of the fringe benefit contribution increases which are effective March 3, 2024 as set forth in Item 3.a. above (or September 29, 2024 as set forth in Item 3.b. above in the case of the Supplemental Digital Production Agreement) between the IATSE National Health and Welfare Fund and the IATSE Annuity Fund shall be made by mutual agreement of the bargaining parties no later than October 31, 2023. In the event the parties do not mutually agree upon the allocation before the deadline described in the preceding sentence, one half of each of the fringe benefit contribution increases over which the parties have not reached agreement shall be allocated to the IATSE National Health and Welfare Fund, and one half shall be allocated to the IATSE Annuity 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 as of November 1, 2022 (which is scheduled to be issued approximately at the end of January 2023), in which case, one half of the applicable increase shall be allocated to the Local #798 Pension Fund, one quarter shall be allocated to the IATSE National Health and Welfare Fund, and one quarter shall be allocated to the IATSE Annuity Fund.

The parties may agree to different allocations for each of the Items 3.c.i. through vii. 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;
- v. Article 37(a)(1) in the Major Film Theatrical and Television Series Agreement;
- vi. Article 37(a)(2) in the Major Film Theatrical and Television Series Agreement;
- vii. Article 37(b) in the Major Film Theatrical and Television Series Agreement and Article 31 in the Supplemental Digital Production Agreement.

(The foregoing allocations in this Item 3.c. shall not be subject to the last sentence of Article 20(c)(3) of the Major Film Theatrical and Television Series Agreement or Article 30(d) of the Supplemental Digital Production Agreement.)

4. **Employee Salary Deferrals to the 401(k) feature of the IATSE Annuity Fund**

*Add a new Article 20.1 to Part III and a new Article 37.1 to Part IV of the Local #798 Major Film Theatrical and Television Series Agreement (and a new Article 31.1 to the Local #798 Supplemental Digital Production Agreement) as follows:*

**“ARTICLE \_\_\_\_ . 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 the Employers.”

“The foregoing shall be effective on [insert date that is the first Sunday after ninety (90) days following the AMPTP’s receipt of notice of ratification].”

5. **Box Rental**

*Add a new Article 50 to Part IV of the Major Film Theatrical and Television Series Agreement, as follows:*

**“ARTICLE 50. BOX RENTAL**

“When an employee is required by the Employer to supply materials and/or equipment, the employee may negotiate directly with the Employer at the time of employment for an allowance, and their agreement 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.”

6. **Working Accommodations**

*The AMPTP shall issue the following bulletin (and provide a copy to Local #798) within thirty (30) days of receipt of notice of ratification:*

**“NOTICE TO PRODUCERS REPRESENTED  
BY THE AMPTP IN NEGOTIATIONS FOR THE  
2022 LOCAL #798 MAJOR FILM THEATRICAL  
AND TELEVISION SERIES AGREEMENT  
AND THE 2022 LOCAL #798 SUPPLEMENTAL  
DIGITAL PRODUCTION AGREEMENT:**

“During negotiations for the 2022 Local #798 Major Film Theatrical and Television Series Agreement and the 2022 Local #798 Supplemental Digital Production Agreement, the Union raised concerns about the working accommodations of employees in the Make-Up and Hair Departments. Please remind your companies to communicate to the production personnel who are responsible for setting up holding areas that they should provide suitable working accommodations to the extent possible and consistent with the shooting site.

“When considering whether working accommodations are suitable, companies should consider factors such as adequate light, protection from the elements, ventilation, bathroom accessibility and maintenance, and compliance with applicable health and safety standards, rules and regulations. Participation of the Hair and Make-up

Department Heads (or their designees) in production logistics meetings may be helpful to identify potential issues with the suitability of working accommodations in advance of the day of shooting. It is understood that the working accommodations will necessarily vary depending on the circumstances of the shooting site.

“Please ensure that a copy of this bulletin is distributed to the appropriate personnel in your production offices.”

6. **Rest Periods**

- a. *Modify Article 15 in Part III of the Local #798 Major Film Theatrical and Television Series Agreement (and make conforming changes) as follows:*

**“ARTICLE 15. REST PERIOD**

“[Article 15(a)(1) and (b) below apply to employees employed on a motion picture, program, part of a mini-series or episode of a series which commences principal photography on or after [insert the date that is the first Sunday after 90 days following the AMPTP’s receipt of notice of ratification]. Otherwise, Article 15(a)(1) of the 2019 Agreement shall apply in lieu thereof.]

**“(a) Daily Rest Period**

**(1)** ~~For employees working on theatrical motion pictures,~~  
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, which shall be invadable, 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 (*i.e.*, for allowing less than the ten (10) hour rest period) shall be to pay for the invaded hours only at an additional straight time, 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, when the employee he resumes 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

**(b)** ~~For employees working on television motion pictures, there shall be a nine (9) hour rest period between the termination of work on one call and the commencement of the next work call, which shall be invadable. The penalty for~~

~~violation of the rest period (i.e., for allowing less than the nine (9) hour rest period) shall be to pay for the invaded hours only at an additional straight time, except that~~

(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, when the employee ~~he~~ resumes 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 Period<sup>1</sup>”

“(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;

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<sup>1</sup> “If the production’s first workweek is a partial workweek, the weekend rest period shall apply as if it were a full workweek.”

“(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 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) The penalty for invasion of the rest period as provided herein shall be payment for invaded hours only at an additional straight time, except as otherwise provided in subparagraph (a)(2) above.

“(e) 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 125<sup>th</sup> 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 defined in Article 18(a)(1) of this Agreement), and within the area bounded by 125th Street



and the Battery, the daily rest period shall commence at the time of dismissal at the location and, if called to work by the same Employer at a similar zone location the following day, end at the call time for the next day.

“(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 125<sup>th</sup> 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 97:00 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 79:30 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. ~~Suppose the employee is required to report to Newark for the same Employer the following day at 7:00 a.m. The employee’s rest period ends at 6:30 a.m.~~

“(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.

“(4) For Employees Reporting to Work on Nearby Locations in the New York Metropolitan Area

“In the New York metropolitan area, if an employee is required to report to a location outside the thirty (30) mile zone, then 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 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 7:00 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 8:30 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. ~~Suppose the employee is required to report to Princeton the following day at 8:00 a.m. The employee’s rest period ends at 6:30 a.m.~~

“(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 call time at the set the next day), unless the employee is on distant location in which case the rest period is ‘portal-to-portal’ (*i.e.*, begins at the time the employee returns to the housing base

provided by the Employer from the set and ends at the time the employee leaves the housing base to return to the set the next day).”

- b. *Modify Article 38 in Part IV of the Local #798 Major Film Theatrical and Television Series Agreement (and make conforming changes) as follows:*

**“ARTICLE 38. REST PERIODS**

“[Article 38(a)(1) and (b) below apply to employees employed on a motion picture, program, part of a mini-series or episode of a series which commences principal photography on or after [insert the date that is the first Sunday after 90 days following the AMPTP’s receipt of notice of ratification]. Otherwise, Article 38 of the 2019 Agreement shall apply in lieu thereof.]

“(a) Daily Rest Period

“(1) ~~For employees working on theatrical motion pictures,~~ 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, ~~which shall be invadable,~~ 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 (i.e., for allowing less than the ten (10) hour rest period) shall be to pay for the invaded hours only at an additional straight time, 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, when he resumes 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

(b) — ~~For employees working on television motion pictures, there shall be a nine (9) hour rest period between the termination of work on one call and the commencement of the next work call, which shall be invadable. The penalty for violation of the rest period (i.e., for allowing less than the nine (9) hour rest period) shall be to pay for the invaded hours only at an additional straight time, except that~~

“(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, when he resumes 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 Period<sup>2</sup>”

“(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.”

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<sup>2</sup> “If the production’s first workweek is a partial workweek, the weekend rest period shall apply as if it were a full workweek.”

“(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 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 38, 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) The penalty for invasion of the rest period as provided herein shall be payment for invaded hours only at an additional straight time, except as otherwise provided in subparagraph (a)(2) above.

- c. *Modify Article 24 of the Local #798 Supplemental Digital Production Agreement (and make conforming changes) as follows:*

**“24. CALL-BACKS**

“The following provisions apply to employees employed on a motion picture, program, part of a mini-series or episode of a series which commences principal photography on or after [insert the date that is the first Sunday after 90 days following the AMPTP’s receipt of notice of ratification]. Otherwise, Article 24 of the 2019 Agreement shall apply.

“(a) Daily Rest Period

(1) Rest periods following dismissal shall be eight (8) hours

~~for work within the studio; ten (10) hours for report-to assignments outside a studio, but within the thirty (30) mile zone or within the thirty (30) mile production zone; and nine (9) hours for work on a nearby location or when transported from a studio to a location within the thirty (30) mile zone or within the thirty (30) mile production zone. The daily rest period shall be ten (10) hours. If the daily rest period is invaded by no more than two (2) hours when employed at a studio or by no more than one (1) hour when working on a nearby location or when transported from a studio to a location within the thirty (30) mile zone or within a thirty (30) mile production zone, the employee shall be paid additional straight time for all such invaded time. Otherwise, the penalty for an invasion of the daily rest period shall be as provided in Article 22(b) above.~~

“(2) Intervening time of less than four (4) hours between dismissal and call-back to work shall be work time; intervening time of four (4) or more hours shall not be work time. When intervening time is less than four (4) hours, such time may be applied as part of the ‘call-back’ guarantees below. All employees are paid at their scheduled Regular Basic Hourly Rates as provided in Article 13.

Minimum Guarantees for ‘Call-backs’ Within Eight (8) Hours of Dismissal		
Classification	Weekdays	Sixth or Seventh Day Worked in an Employee’s Workweek and Holidays*
Daily Employees	4 hours at time and one-half; time and one-half thereafter	3 hours at double time; double time thereafter
Weekly Employees	½ minimum call	½ minimum call

“\* The above ‘call-back’ guarantees do not apply when employee reports to work on such days within eight (8) hours of time of dismissal from work starting on the previous day. In such event, the ‘call-back’ guarantee is the minimum call in hours as scheduled in Article 19.

“By way of clarification, the parties agree that forced calls are triggered by time worked, rather than by time paid.

“(b) Weekend Rest Period<sup>1</sup>

“(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 health and safety concerns as a result of weather or a natural hazard that occurs during the course of the employee’s work shift.

“(iii) Producer 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 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.

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<sup>1</sup>“If the production’s first workweek is a partial workweek, the weekend rest period shall apply as if it were a full workweek.”

“(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 between the fifth day worked and the seventh day of the workweek, inclusive of the daily rest period.

“(4) The penalty for invasion of the weekend rest periods set forth in subparagraph (b)(1)-(3) above shall be payment of additional straight time for the invaded hours only.

“(5) The rest periods set forth in subparagraph (b)(1)-(3) above do not apply to a workweek shift.

“(6) Measurement of the weekend rest period shall be the same as applies to the daily rest period under Article 24(a)(1) above, 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).”

*Make conforming changes, including the following:*

*Modify subparagraph (b) of Article 22 (“Golden Hour Provisions”) of the Supplemental Digital Production Agreement to provide: “(b) Except with respect to the daily rest period as provided in Article 24(a), once ~~Once~~ an employee is on Golden Hours, all work time thereafter (including meal periods but excluding interruptions as defined below) shall be paid for at the applicable Golden Hour rate until he shall have received a rest period of not less than eight (8) consecutive hours.”*

*In addition, modify subparagraph (b) of Article 22 (“Golden Hour Provisions”) of the Supplemental Digital Production Agreement to provide: “This subparagraph (b) does not apply to the weekend rest period provisions in Article 24(b).”*



- d. *Modify Article 26 of the Local #798 Supplemental Digital Production Agreement (and make conforming changes) as follows:*

**“26. CALL-BACKS (Distant Location)**

“The following provision applies to employees employed on a program, part of a mini-series or episode of a series which commences principal photography on or after [insert date that is the first Sunday that falls 90 days after the AMPTP’s receipt of notice of ratification]. Otherwise, Article 26 of the 2019 Agreement shall apply.

**“(a) Daily Rest Period on Distant Location**

“(1) ~~Rest periods following dismissal shall be eight (8) hours on distant location.~~ The daily rest period shall be nine (9) hours on distant location. If the daily rest period is invaded by no more than one (1) hour, the employee shall be paid additional straight time for all such invaded time. If the daily rest period is invaded by more than one (1) hour, then the penalty shall be as provided in Article 22(b) above.

“(2) Intervening time of less than four (4) hours between dismissal and call-back for work shall be work time; intervening time of four (4) or more hours shall not be work time. When intervening time is less than four (4) hours, such time may be applied as part of the ‘call-back’ guarantee. All employees are paid at their scheduled Regular Basic Hourly Rates.

Minimum Guarantees For ‘Call-backs’ During Rest Periods Following Dismissal		
Classification	Weekdays	Sixth or Seventh Day Worked in an Employee’s Workweek and Holidays*
Daily Employees	4 hours at time and one-half; time and one-half thereafter	3 hours at double time; double time thereafter
Weekly Employees	½ minimum call	½ minimum call

“\* The above ‘call-back’ guarantees for the sixth or seventh day worked in an employee’s workweek or holiday do not apply when employee reports to work on such days within the appropriate rest period following dismissal from work starting on the previous day. In such event, the ‘call-back’ guarantee is the minimum call in hours as specified in Article 13.

“By way of clarification, the parties agree that forced calls are triggered by time worked, rather than by time paid.

“(b) Weekend Rest Period on Distant Location<sup>1</sup>

“Article 24(b) shall apply on distant location, except that weekend rest periods on distant location shall be measured ‘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).”

*Make conforming changes.*

7. **Overtime**

*Modify Article 36 in Part IV of the Local #798 Major Film Theatrical and Television Series Agreement to provide that an employee will be paid two (2) times the employee’s regular hourly rate for all hours worked after twelve (12) hours worked on any work day (other than for Distant Hires) on:*

- (1) 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;*
- (2) an episode of a series, other than the first season of a series made for basic cable or The CW; or*
- (3) a one-time television motion picture, other than a long-form television motion picture*

*which commences principal photography on or after the first Sunday that falls 90 days after the AMPTP receives notice of ratification. The foregoing shall not apply to a mini-series.*

*Contract language changes are as follows:*

**“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.

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<sup>1</sup> “If the production’s first workweek is a partial workweek, the weekend rest period shall apply as if it were a full workweek.”

“(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; however, on television productions, the employee shall be paid two (2) times the employee's regular basic hourly rate for all hours worked after fourteen (14) elapsed hours.”

“(2) Two (2) times the employee's regular hourly rate will be paid for all hours worked after fourteen (14) elapsed hours when the employee is employed on a television production, except:

“Two (2) times the employee's regular hourly rate will be paid for all hours worked after twelve (12) hours of work on any work day (other than for Distant Hires) when the employee is employed on any of the following productions which commence principal photography on or after [insert the date that is the first Sunday after 90 days following the AMPTP's receipt of notice of ratification]:

“(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.)

“(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 hourly rate.

“(d) Overtime and premium rates will be paid in one-tenth (1/10) hour increments. Overtime and premium rates may not be compounded.”

## 8. **Meal Periods**

a. *Modify Article 42 of Part IV of the Local #798 Major Film Theatrical and Television Series Agreement as follows:*

### **“ARTICLE 42. MEALS**

“The meal period provisions set forth in Article 16 above shall apply to employees working on productions in Georgia, Louisiana, 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 ~~each succeeding~~ fourth one-half ( $\frac{1}{2}$ ) hour meal delay or fraction thereof . . . . . \$12.50

“Fifth and each succeeding half-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 ~~each succeeding~~ fourth one-half ( $\frac{1}{2}$ ) hour meal delay or fraction thereof . . . . . \$13.50

“Fifth and each succeeding half-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.

“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).’”

- b. *Modify Article 21(h) of the Local #798 Supplemental Digital Production Agreement to provide:*

**“21. MEAL PERIODS AND MEALS**

\* \* \* \*

“(h) Effective *[insert date that is the first Sunday following the AMPTP’s receipt of notice of ratification]*:

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

“First one-half (½) hour meal delay or fraction thereof . . . . . \$ 7.50

“Second one-half (½) hour meal delay or fraction thereof . . . . . \$10.00

“Third and ~~each succeeding fourth~~ half-hour meal delay or fraction thereof . . . . . \$12.50

“Fifth and each succeeding half-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 (½) hour of meal delay or fraction thereof.

“(2) The meal penalty for delayed meals for employees employed on television motion pictures shooting in a studio shall be computed as follows:

“First one-half (½) hour meal delay or fraction thereof . . . . . \$ 8.50

“Second one-half (½) hour meal delay or fraction thereof . . . . . \$11.00

“Third and ~~each succeeding fourth~~ half-hour meal delay or fraction thereof . . . . . \$13.50

“Fifth and each succeeding half-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 (½) hour of meal delay or fraction thereof."

"Such allowances shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee."

9. **Use of Personal Vehicles/Mileage**

- a. *Add a new Article 18.2 to Part III of the Local #798 Major Film Theatrical and Television Series Agreement as follows:*

**"ARTICLE 18.2 USE OF PERSONAL VEHICLE**

"Effective [insert date that is the first Sunday after 30 days following AMPTP's receipt of notice of ratification], when an employee uses the employee's personal vehicle at the Employer's request to conduct business for the Employer during the workday within a radius of thirty (30) miles of Columbus Circle (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). It is understood that if transportation is offered by the Employer, no reimbursement of any kind is required for the employee's use of the employee's personal vehicle."

- b. *Modify Article 44(c) to Part IV of the Local #798 Major Film Theatrical and Television Series Agreement as follows:*

"(c) Mileage Allowance: Unless ~~transported~~ offered transportation by the Employer, employees traveling to any production location outside the "production zone" shall be paid a mileage allowance calculated at thirty cents (\$0.30) per mile from the edge of the zone to the production location for all such authorized use of the employee's vehicle. However, effective [insert date that is the first Sunday after 30 days following AMPTP's receipt of notice of ratification], an employee shall be paid a mileage allowance calculated at the then-current IRS rate. 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)."

- c. *Modify Article 44(e) of Part IV of the Local #798 Major Film Theatrical and Television Series Agreement as follows:*

"(e) Local and Nearby Hires: Local and Nearby Hires shall be paid 'set to set.' Effective [insert date that is the first Sunday after 30 days following

AMPTP's receipt of notice of ratification], if the employee is required to use the employee's personal vehicle during the work day to travel between multiple locations, whether inside or outside the 'production zone,' an employee 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. ~~Local Hires shall not be compensated for mileage unless requested to use their vehicle outside of the thirty (30) mile production zone as stated in (b) above."~~

10. **Local, Nearby and Distant Hires**

- a. *Modify Article 39 of Part IV of the Local #798 Major Film Theatrical and Television Series Agreement as follows:*

**"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 \$315 per week, or \$45 per day prorated (no less than \$350 per week, or \$50 per day prorated, effective [insert date that is the first Sunday following the AMPTP's receipt of notice of ratification]; \$385 per week, or \$55 per day prorated, effective February 26, 2023; and \$420 per week, or \$60 per day prorated, effective March 3, 2024).

"(c) A Distant Hire is defined as any employee whose principal residence is outside the geographical definition of a Nearby Hire in a given production area, as defined in Article 39(b) above. Such 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:

	<u>Effective on March 1, 2022:</u>	<u>Effective on <i>[insert date that is the first Sunday following the AMPTP's receipt of notice of ratification]</i>:</u>
Breakfast	\$10.00	<u>\$12.00</u>
Lunch	\$14.00	<u>\$16.00</u>
Dinner	\$27.00	<u>\$29.00</u>
Total Per Diem	\$51.00	<u>\$57.00</u>

“(f) Any meals provided by the Employer may be deducted from per diem at the above-stated rates.”

# 11. **Sick Leave**

- a. *Modify Article 10 of the Local #798 Major Film Theatrical and Television Series Agreement (and make conforming changes to Article 40 of the Local #798 Supplemental Digital Production Agreement, including by accounting for the presence of weekly employees) as follows:*

## **“ARTICLE 10. ~~WAIVER OF NEW YORK CITY EARNED SICK TIME ACT AND SIMILAR LAWS~~ 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) Commencing *[insert the date that is the first Sunday after 30 days following the AMPTP's receipt of notice of ratification]*, employees shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Employer, up to a maximum of fifty-six (56) hours per calendar year. In lieu of the foregoing hourly accrual of paid sick leave, an Employer may elect to provide its employees with a bank of fifty-six (56) hours of sick leave at the beginning of each calendar year (or upon the employee's commencement of employment with the Employer, in the middle of the calendar year). The Employer may not reduce or revoke the employee's sick leave based on the number of hours actually worked by an employee during the 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 1<sup>st</sup> to December 31<sup>st</sup> 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,\* 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 or 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 employee's family members;\*

“(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;

“(F) to enroll children in a new school; or

“(G) to take any other actions necessary to ensure the health or safety of the employee or the employee's family member\* 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.

“\* ‘Family member’ shall mean an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent; and the child or parent of an employee's spouse or domestic partner. ‘Parent’ shall mean a

biological, foster, step- or adoptive parent, or a legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child. 'Child' shall mean a biological, adopted or foster child, a legal ward, or a child of an employee standing in loco parentis.

“(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 their eligibility to take sick leave where 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 their eligibility to 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) hours of pay at the employee’s straight time hourly rate. [Conforming change for the SDPA: For weekly employees, a day of sick leave pay shall be equal to one-fifth (1/5th) of the employee's weekly rate (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). Replacements for weekly employees may be hired on a pro rata basis of the weekly rate regardless of any contrary provision in this Agreement.] The employee shall not be required to find a replacement as a condition of exercising the employee’s right to paid sick leave.

“(5) An employee’s unused sick leave shall be carried over to the following calendar year; provided, however, that an Employer 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 his or her 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:

“(1) *Accrual.* Commencing [insert the date that is the first Sunday after 30 days following the AMPTP's receipt of notice of ratification], eligible employees covered by this Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Employer, up to a maximum of forty-eight (48) hours or six (6) days. (In lieu of the foregoing hourly accrual of paid sick leave, and provided that advance notice is given to 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 (90<sup>th</sup>) day of employment 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, 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 (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 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 towards 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. [*Conforming change for the SDPA: For weekly employees, a day of sick leave pay shall be equal to one-fifth (1/5th) of the employee's weekly rate (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). Replacements for weekly employees may be hired on a pro rata basis of the weekly rate regardless of any contrary provision in this Agreement.*] The employee shall not be required to find a replacement as a condition of exercising the employee’s right to paid sick leave.

“(4) Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the employee or the employee’s ‘family member.’\*\* Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

“\*\* ‘Family member’ means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the employee or the employee’s spouse or registered domestic partner or a person who stood in loco parentis when the

employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.

“(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 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 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 [insert the date that is the first Sunday after 30 days following the AMPTP’s receipt of notice of ratification], 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 his or her 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 of 2020 (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 Westchester County Earned Sick Leave Law (Section 700.36-586.01 *et seq.* of the Laws of Westchester County); the New Jersey Paid

Sick Leave Act (C.34:11-56a *et seq.*); Chapter 160 of the Ordinances of the Township of Bloomfield, New Jersey (enacted by Ordinance No. 15-10); the Paid Sick Time for Private Employees Ordinance of East Orange, New Jersey (Ordinance No. 21-2014; East Orange Code Chapter 140, Section 1 *et seq.*); the Paid Sick Time Law of Jersey City, New Jersey (Chapter 4 of the Jersey City Municipal Code); Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey; Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey; the Sick Leave for Private Employees Ordinances of Elizabeth, New Jersey (Ordinance No. 4617); Irvington, New Jersey (Ordinance No. MC-3513); Montclair, New Jersey (Chapter 132, Article I of the General Legislation of the Township of Montclair, NJ); Morristown, New Jersey (Ordinance No. O-35-2016); Newark, New Jersey (City Ordinance 13-2010); Passaic, New Jersey (Ordinance No. 1998-14); Paterson, New Jersey (Paterson Code Chapter 412) and Trenton, New Jersey; 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 memorialize any such waiver for any newly-enacted law by letter agreement.”

12. **Productions Made for New Media**

- a. Delete the second and third paragraphs of Exhibit C re: Productions for New Media to the Local #798 Major Film Theatrical and Television Series Agreement and of Sideletter No. 5 re: Productions for New Media of the Local #798 Supplemental Digital Production Agreement.
- b. See attached charts for changes to terms and conditions for High Budget SVOD Programs.
- c. Low Budget SVOD Programs

*Add a new Paragraph D.(2) (and renumber the existing Paragraph D.(2) as D.(3)) to Exhibit C of the Local #798 Major Film Theatrical and Television Series Agreement (and make conforming changes to Sideletter No. 5 re: Productions Made for New Media to the Local #798 Supplemental Digital Production Agreement) as follows:*

**“D. Terms and Conditions of Employment on Original New Media Productions (Other than an Original “High Budget SVOD Program”)**

\*\*\*

**“(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).<sup>2</sup>

“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.

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<sup>2</sup> “In the event that the Employer asserts that a program or series is grandfathered under the provisions of the second paragraph of Paragraph D.(2)(a) above, a limited number of representatives of the IATSE, subject to the execution of a confidentiality agreement satisfactory in form to the Employer, may inspect those portions of the license agreement that are relevant to determine whether the Employer had the right to renegotiate with respect to the material terms and conditions of the license for the additional programs or episodes. All information received or reviewed by representatives of the IATSE shall be kept confidential, and neither the IATSE nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.”

“(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’):

<u>“Length of Program as Initially Exhibited*</u>	<u>‘Low Budget’ Threshold</u>
<u>20-35 Minutes</u>	<u>Less than \$900,000</u>
<u>36-65 Minutes</u>	<u>Less than \$1,750,000</u>
<u>66 Minutes or more</u>	<u>Less than \$2,100,000</u>

“\* 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 2022 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 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 February 26, 2023 to March 2, 2024, the wage rates for the period February 28, 2021 to February 26, 2022 shall apply);

“(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.”



*Make conforming changes, including but not limited to, modifying the second sentence of Paragraph B. of the Sideletter re Productions Made for New Media to refer to Paragraph D.(1) rather than “Paragraph D.”*

d. Mid-Budget SVOD Programs

*Modify the current Paragraph D.(2) (to be renumbered as Paragraph D.(3) conform footnote numbers as necessary) of Exhibit C of the Local #798 Major Film Theatrical and Television Series Agreement (and make conforming changes to Sideletter No. 5 re: Productions Made for New Media to the Local #798 Supplemental Digital Production Agreement) to provide:*

**“D. Terms and Conditions of Employment on Original New Media Productions (Other than an Original ‘High Budget SVOD Program’)**

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“(23) (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 [the first Sunday following the AMPTP’s receipt of notice of ratification] and which qualified as a ‘Legacy’<sup>3</sup> 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 [the first Sunday following the AMPTP’s receipt of notice of ratification] pursuant to a license agreement entered into prior to [the first Sunday following the AMPTP’s receipt of notice of ratification].<sup>4</sup> Paragraph D.(2) of the Sideletter

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<sup>3</sup> “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.”

<sup>4</sup> “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 [the first Sunday following the AMPTP’s receipt of notice of ratification], pursuant to a license agreement entered into prior to [the first Sunday following the AMPTP’s receipt of notice of ratification], 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 Media to the 2022 Local #798 Major

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 2022 negotiations.

~~“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 “Mid-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 March 1, 2020; or~~

~~“(ii) — any program or series that would otherwise qualify as a “Mid-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 March 1, 2020, 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 March 1, 2020.~~

~~“However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to March 1, 2020.~~

~~“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 March 1, 2020 and the Employer has the right to negotiate with respect to the material terms and conditions of the license for the additional~~

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Film Theatrical and Television Series Agreement. In the event that Employer asserts that a Mid-Budget SVOD Program qualifies as a ‘Legacy’ Mid-Budget SVOD Program under the provisions of the second paragraph of Paragraph D.(3)(a) above, a limited number of representatives of the IATSE, subject to the execution of a confidentiality agreement satisfactory in form to Employer, may inspect those portions of the license agreement that are relevant to determine whether the Employer had the right to renegotiate with respect to the material terms and conditions of the license for the additional programs or episodes. All information received or reviewed by representatives of the IATSE shall be kept confidential, and neither the IATSE nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.”

~~programs or episodes, then such additional programs or episodes shall be subject to this Paragraph D.(2):<sup>5</sup>~~

~~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) Mid-Budget SVOD Programs Defined**

“The terms and conditions set forth in Paragraph D.(23)(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’):

<b><u>Length of Program as Initially Exhibited*</u></b>	<b><u>‘Mid-Budget’ Threshold</u></b>
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.(23) and, instead, are subject to Paragraph D.(1) of this Sideletter, regardless of their budgets.

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<sup>5</sup> ~~In the event that the Employer asserts that a program or series is grandfathered under the provisions of the second paragraph of Paragraph D.(2)(a) above, a limited number of representatives of the IATSE, subject to the execution of a confidentiality agreement satisfactory in form to the Employer, may inspect those portions of the license agreement that are relevant to determine whether the Employer had the right to renegotiate with respect to the material terms and conditions of the license for the additional programs or episodes. All information received or reviewed by representatives of the IATSE shall be kept confidential, and neither the IATSE nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.~~

“(c) Terms and Conditions

“The terms and conditions for employees employed on a Mid-Budget SVOD Program shall be those set forth in the ~~2019~~ 2022 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 shall be paid at the wage rates set forth in Article 11(a)(3) for the period ~~two one~~ periods prior to the period in question (e.g., during the period ~~March 1, 2020~~ February 26, 2020 2023 to ~~February 28, 2021~~ March 2, 2024, the wage rates for the period ~~March 4, 2018~~ February 27, 2022 to ~~March 2, 2019~~ February 25, 2023 shall apply);

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

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

e. **Sunset Clause – Sideletter re Productions Made for New Media**

Renew Paragraph H. of Exhibit C (the Sideletter re Productions Made for New Media) to the Major Film Theatrical and Television Series Agreement and Sideletter No. 5 to the Supplemental Digital Production Agreement, subject to the modifications provided herein.

13. **Holidays**

Effective January 1, 2023:

- a. Martin Luther King Jr. Day will replace Columbus Day as a recognized holiday under Article 17 of Part III of the Local #798 Major Film Theatrical and Television Series Agreement.

An employee who does not work on Martin Luther King Jr. Day shall be paid for the holiday on the basis of eight (8) hours at the employee’s regular straight time hourly rate. In order for the employee to be eligible for pay for the Martin Luther King Jr. Day 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.)

- b. Add Martin Luther King Jr. Day to the list of recognized holidays under Article 43 of Part IV of the Local #798 Major Film Theatrical and Television Series Agreement.
- c. Add Martin Luther King Jr. Day to the list of recognized holidays under Article 27(b) of the Local #798 Supplemental Digital Production Agreement. Increase the unworked holiday percentage in the Local #798 Supplemental Digital Production Agreement from 3.719% to 4% commencing with the period January 1, 2023 to and including December 31, 2023 and continuing in the period January 1, 2024 to and including December 31, 2024 and in the period January 1, 2025 to and including December 31, 2025.

14. **Studio Definition**

*Modify Article 16(h)(1) of the Major Film Theatrical and Television Series Agreement as follows (and apply the same understanding to the Supplemental Digital Production Agreement):*

“(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). ~~having a certificate of occupancy for use as a studio as well as any facility which operated as a studio prior to July 1, 1997, irrespective of whether it has a certificate of occupancy as a studio or not. A subcommittee shall be established consisting of representatives from the IATSE New York production locals and the Labor Relations representatives of the Employers to review the definition of ‘studio’ in this provision. Employers may call a meeting of the subcommittee to review whether a facility should be deemed a "studio" for purposes of this Agreement when the facility is unable to obtain a certificate of occupancy for use as a studio because the applicable governmental authority does not issue such certificates.”~~

*Make conforming changes.*

15. **Other Weather Conditions for “Weather Permitting” Calls**

*Modify Article 28(b) and (c) of the Major Film Theatrical and Television Series Agreement and make conforming changes to Article 47(b) and (c), as well as Article 23(e) of the Supplemental Digital Production Agreement, as follows:*

“(b) Notwithstanding the provisions of subparagraph (a) above,:

~~“(1) For the period commencing March 1, 2019 to and including May 4, 2019, Local #798 agrees that it will not unreasonably deny a request by the Employer to cancel calls due to inclement weather (snow, sleet, ice storms, hurricanes) for those employees working within a fifty (50) mile radius of Columbus Circle. The employee must be notified of the cancellation no later than 8:00 p.m. the night before the call. This provision shall also be applicable to 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. in the evening prior to the call (i.e., Sunday in the case of a Monday call).~~

~~“(2) Effective May 5, 2019, 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) Effective May 5, 2019, 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.~~

“In the event the employee is notified not to report to work, he or she 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 (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.”

16. **Diversity, Equity and Inclusion**

*Replace Article 7.1 of the Major Film Theatrical and Television Series Agreement (and Article 41 of the Supplemental Digital Production Agreement) with the following:*

**“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 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 disability and other protected categories; however, underrepresented classifications may vary per craft.

“In furtherance of this commitment, Employers, in partnership with the Union seek to create one or more diversity, equity and inclusion initiatives that are designed to enhance employment opportunities, as well as equip participants with the requisite knowledge, skills and 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 Make-up and Hair” course offered by the IATSE Training Trust Fund (provided that the course is online, takes no more than two hours to complete and is offered at no additional cost to the Employer or the trainee) and any other safety training required to perform the duties assigned as part of the training; (4) pre-training is provided to the trainee, the scope of which may vary based upon factors including the trainee’s experience and skills and the availability of pre-training 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."

17. **Four (4) Hour Minimum Call For Training**

- a. *Add a new subparagraph (c) to Article 12 (and Article 34, with conforming changes) of the Major Film Theatrical and Television Series Agreement as follows:*

"(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. 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 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."

- b. *Modify the third paragraph of Article 19(a)(3) of the Supplemental Digital Production Agreement as follows:*

"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 Producer; reports for safety training. A daily 'on call' employee who reports for safety training shall be paid one-half (1/2) of the daily 'on call' rate for each such day; a weekly 'on call' employee shall be paid one-tenth (1/10) of the weekly 'on call' rate for each such day.

"The Employer shall make contributions pursuant to Article 30 or Article 31, as applicable. 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 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 30 or Article 31, as applicable.”

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

\_\_\_\_\_  
Carol A. Lombardini, President

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Angela L. Johnson, President

Date: \_\_\_\_\_

\_\_\_\_\_  
Rosemarie Levy, Business Representative

Date: \_\_\_\_\_

**EXHIBIT "A"**  
(AMPTP-represented Companies)

1440 Productions LLC  
20<sup>th</sup> Century Studios, Inc.

ABC Signature, LLC fka Touchstone  
Television Productions, LLC  
ABC Signature Studios, Inc.  
ABC Studios New York, LLC  
Adobe Pictures, Inc.  
Alive and Kicking, Inc.  
Ambient Sounds Productions LLC  
Apple Studios LLC  
Apple Studios Louisiana LLC

Big Indie Pictures, Inc.  
Bonanza Productions Inc.

CBS Studios Inc.  
Charlestown Productions LLC  
Columbia Pictures Industries, Inc.

Delta Blues Productions LLC  
DW Studios Productions, LLC

Eye Productions Inc.

Film 49 Productions, Inc.  
Focus Features Productions LLC  
FTP Productions, LLC

GWave Productions, LLC

Hop, Skip & Jump Productions, Inc.  
Horizon Scripted Television Inc.  
Hostage Productions, Inc.

Jay Squared Productions LLC

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

Lions Gate Productions, LLC  
Love It NY 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.

Olive Avenue Productions LLC  
On the Brink Productions, Inc.  
Open 4 Business Productions LLC  
Orange Cone Productions LLC

Pacific 2.1 Entertainment Group, Inc.  
Palladin Productions LLC  
Paramount Pictures Corporation  
Patch Bay Productions LLC  
Picrow, Inc.  
Picrow Streaming Inc.  
PP21 Productions LLC

Rose City Pictures, Inc.

S & K Pictures, Inc.  
Salty Pictures, Inc.  
San Vicente Productions, Inc.  
Screen Gems Productions, Inc.  
SLO Productions Inc.

Turner Films, Inc.  
TVM Productions, Inc.  
Twentieth Century Fox Film Corporation d/b/a  
20<sup>th</sup> Television

Universal City Studios LLC

Universal Content Productions LLC

Warner Bros. Pictures

Warner Bros. Television

Warner Specialty Productions Inc.

wiip Productions, LLC

XOF Studios, LLC

YNFS Productions LLC

**2022 NY LOCAL 798 MAKE-UP ARTISTS AND HAIR STYLISTS NEGOTIATIONS**

**One-Time High Budget SVOD Programs - NY Local 798 Make-Up Artists and Hair Stylists**

Changes to rates apply only to High Budget SVOD Programs subject to a license agreement entered into on or after February 26, 2023 (or in the absence of a license agreement, the principal photography of which commences on or after February 26, 2023).

		<b>Budget</b>	<b>2019 Local #798 Agreement</b>	<b>2022 Local #798 Agreement</b>
<b>&lt;66 Minutes (not pilot)</b>	Paragraph 4(a) of NM SL - Tier 1 made for 20M+ subs.	n/a	Article 11(a)(1) rates	No change
	Paragraph 4(b) of NM SL - Tier 2 made for 20M+ subscribers; all programs made for <20M subs.	n/a	<b><u>NY/NJ/CT:</u></b> Article 11(a)(3) rates <b><u>DC/DE/FL/GA/LA/MA/ME/MD/</u></b> <b><u>NC/NH/PA/RI/SC/VA/VT/WV:</u></b> Article 11(a)(3) rates reduced by 10%	No change
<b>66-84 Minutes (not pilot)</b>	Paragraph 4(a) of NM SL - Tier 1 made for 20M+ subs.	n/a	Article 11(a)(3) rates	No change
	Paragraph 4(b) of NM SL - Tier 2 made for 20M+ subscribers; all programs made for <20M subs.	n/a	<b><u>NY/NJ/CT:</u></b> Article 11(a)(3) rates <b><u>DC/DE/FL/GA/LA/MA/ME/MD/</u></b> <b><u>NC/NH/PA/RI/SC/VA/VT/WV:</u></b> Article 11(a)(3) rates reduced by 10%	No change

**2022 NY LOCAL 798 MAKE-UP ARTISTS AND HAIR STYLISTS NEGOTIATIONS**

**One-Time High Budget SVOD Programs - NY Local 798 Make-Up Artists and Hair Stylists**

Changes to rates apply only to High Budget SVOD Programs subject to a license agreement entered into on or after February 26, 2023 (or in the absence of a license agreement, the principal photography of which commences on or after February 26, 2023).

		<b>Budget</b>	<b>2019 Local #798 Agreement</b>	<b>2022 Local #798 Agreement</b>
<b>85-95 Minutes (not pilot)</b>	Paragraph (4(a) of NM SL - Tier 1 made for 20M+ subs.	<\$20M*	Article 11(a)(3) rates	No change
		>=\$20M*		Article 11(a)(2) rates 1x back
	Paragraph (4(b) of NM SL - Tier 2 made for 20M+ subscribers; all programs made for <20M subs.	<\$20M*	<b><u>NY/NJ/CT:</u></b> Article 11(a)(3) rates <b><u>DC/DE/FL/GA/LA/MA/ME/MD/</u></b> <b><u>NC/NH/PA/RI/SC/VA/VT/WV:</u></b> Article 11(a)(3) rates reduced by 10%	No change
		>=\$20M*		<b><u>NY/NJ/CT:</u></b> Article 11(a)(2) rates 1x back <b><u>DC/DE/FL/GA/LA/MA/ME/MD/</u></b> <b><u>NC/NH/PA/RI/SC/VA/VT/WV:</u></b> Article 11(a)(3) rates

## 2022 NY LOCAL 798 MAKE-UP ARTISTS AND HAIR STYLISTS NEGOTIATIONS

### One-Time High Budget SVOD Programs - NY Local 798 Make-Up Artists and Hair Stylists

Changes to rates apply only to High Budget SVOD Programs subject to a license agreement entered into on or after February 26, 2023 (or in the absence of a license agreement, the principal photography of which commences on or after February 26, 2023).

		Budget	2019 Local #798 Agreement	2022 Local #798 Agreement
<b>96+ Minutes (not pilot)</b>	Paragraph (4(a) of NM SL - Tier 1 made for 20M+ subs.	<\$20M*	Article 11(a)(3) rates	No change
		\$20M* to \$32M**		Article 11(a)(2) rates 1x back
		>=\$32M**	Article 11(a)(1) rates; theatrical terms and conditions	No change
	Paragraph (4(b) of NM SL - Tier 2 made for 20M+ subscribers; all programs made for <20M subs.	<\$20M*	<b><u>NY/NJ/CT:</u></b> Article 11(a)(3) rates <b><u>DC/DE/FL/GA/LA/MA/ME/MD/</u></b> <b><u>NC/NH/PA/RI/SC/VA/VT/WV:</u></b> Article 11(a)(3) rates reduced by 10%	No change
		>=\$20M*		<b><u>NY/NJ/CT:</u></b> Article 11(a)(2) rates 1x back <b><u>DC/DE/FL/GA/LA/MA/ME/MD/</u></b> <b><u>NC/NH/PA/RI/SC/VA/VT/WV:</u></b> Article 11(a)(3) rates

\*Budget threshold subject to general wage increases in each year starting on March 3, 2024.

\*\*\$31,827,000 budget threshold subject to general wage increases in each year starting on February 27, 2022.

**2022 NY LOCAL 798 MAKE-UP ARTISTS AND HAIR STYLISTS NEGOTIATIONS**

**HB SVOD Episodic Series and Mini-Series - NY Local 798 Make-Up Artists and Hair Stylists**

Changes to rates apply only to High Budget SVOD series or mini-series subject to a license agreement entered into on or after February 26, 2023 (or in the absence of a license agreement, a series for which principal photography of the first episode or part, as applicable, commences on or after February 26, 2023).

	Platform	Budget	2019 Local #798 Agreement	2022 Local #798 Agreement
<b>Episodic Series</b>				
<b>20-35 Minutes</b>	<b>Made for 20M+ subscribers</b>	Tier 1 (\$2.1M+)	<b><u>Other than single-camera recorded digitally:</u></b> Article 11(a)(1) rates  <b><u>Single-camera recorded digitally:</u></b> <u>1st season</u> - Article 11(a)(2) rates; <u>2nd season</u> - Article 11(a)(2) rates; <u>3rd/subseq. season</u> - Article 11(a)(1) rates	no change
		Tier 2 (\$1.3M - <\$2.1M)	<b><u>NY/NJ/CT:</u></b> <u>1st season</u> - Article 11(a)(3) rates; <u>2nd/subseq. season</u> - Article 11(a)(2) rates  <b><u>DC/DE/FL/GA/LA/MA/ME/MD/NC/NH/PA/RI/SC/VA/VT/WV:</u></b> <u>1st season</u> - Article 11(a)(3) rates reduced by 10%; <u>2nd/3rd season</u> - Article 11(a)(2) rates 1x back; <u>4th/subseq. season</u> - Article 11(a)(2) rates	<b><u>NY/NJ/CT:</u></b> <u>1st season</u> - Article 11(a)(2) rates 1x back; <u>2nd/subseq. season</u> - no change  <b><u>DC/DE/FL/GA/LA/MA/ME/MD/NC/NH/PA/RI/SC/VA/VT/WV:</u></b> <u>1st season</u> - Article 11(a)(3) rates; <u>2nd/subseq. season</u> - no change
	<b>Made for &lt;20M subscribers</b>	Tier 1 (\$2.1M+)	<b><u>NY/NJ/CT:</u></b> <u>1st season</u> - Article 11(a)(3) rates; <u>2nd/subseq. season</u> - Article 11(a)(2) rates  <b><u>DC/DE/FL/GA/LA/MA/ME/MD/NC/NH/PA/RI/SC/VA/VT/WV:</u></b> <u>1st season</u> - Article 11(a)(3) rates reduced by 10%; <u>2nd/3rd season</u> - Article 11(a)(2) rates 1x back; <u>4th/subseq. season</u> - Article 11(a)(2) rates	<b><u>\$4.0M* or More:</u></b> <b><u>NY/NJ/CT:</u></b> <u>1st season</u> - Article 11(a)(2) rates 1x back; <u>2nd/subseq. season</u> - no change  <b><u>DC/DE/FL/GA/LA/MA/ME/MD/NC/NH/PA/RI/SC/VA/VT/WV:</u></b> <u>1st season</u> - Article 11(a)(3) rates; <u>2nd/subseq. season</u> - no change
		Tier 2 (\$1.3M - <\$2.1M)	<u>1st season</u> - Article 11(a)(3) rates reduced by 10%; <u>2nd/3rd season</u> - Article 11(a)(2) rates 1x back; <u>4th/subseq. season</u> - Article 11(a)(2) rates	<b><u>\$1.3M - &lt;\$4.0M*:</u></b> no change

\*Budget threshold subject to general wage increases in each year starting on March 3, 2024



**2022 NY LOCAL 798 MAKE-UP ARTISTS AND HAIR STYLISTS NEGOTIATIONS**

**HB SVOD Episodic Series and Mini-Series - NY Local 798 Make-Up Artists and Hair Stylists**

Changes to rates apply only to High Budget SVOD series or mini-series subject to a license agreement entered into on or after February 26, 2023 (or in the absence of a license agreement, a series for which principal photography of the first episode or part, as applicable, commences on or after February 26, 2023).

	Platform	Budget	2019 Local #798 Agreement	2022 Local #798 Agreement
<b>Episodic Series</b>				
<b>36-65 Minutes</b>	<b>Made for 20M+ subscribers</b>	Tier 1 (\$3.8M+)	Article 11(a)(2) rates	no change
		Tier 2 (\$2.5M-\$3.8M)	<b><u>NY/NJ/CT:</u></b> <u>1st season</u> - Article 11(a)(3) rates; <u>2nd/subseq. season</u> - Article 11(a)(2) rates <b><u>DC/DE/FL/GA/LA/MA/ME/MD/</u></b> <b><u>NC/NH/PA/RI/SC/VA/VT/WV:</u></b> <u>1st season</u> - Article 11(a)(3) rates reduced by 10%; <u>2nd/3rd season</u> - Article 11(a)(2) rates 1x back; <u>4th/subseq. season</u> - Article 11(a)(2) rates	<b><u>NY/NJ/CT:</u></b> <u>1st season</u> - Article 11(a)(2) rates 1x back; <u>2nd/subseq. season</u> - no change <b><u>DC/DE/FL/GA/LA/MA/ME/MD/</u></b> <b><u>NC/NH/PA/RI/SC/VA/VT/WV:</u></b> <u>1st season</u> - Article 11(a)(3) rates; <u>2nd/subseq. season</u> - no change
	<b>Made for &lt;20M subscribers</b>	Tier 1 (\$3.8M+)	<b><u>NY/NJ/CT:</u></b> <u>1st season</u> - Article 11(a)(3) rates; <u>2nd/subseq. season</u> - Article 11(a)(2) rates  <b><u>DC/DE/FL/GA/LA/MA/ME/MD/</u></b> <b><u>NC/NH/PA/RI/SC/VA/VT/WV:</u></b> <u>1st season</u> - Article 11(a)(3) rates reduced by 10%; <u>2nd/3rd season</u> - Article 11(a)(2) rates 1x back; <u>4th/subseq. season</u> - Article 11(a)(2) rates	<b><u>\$8.0M* or more:</u></b> <b><u>NY/NJ/CT:</u></b> <u>1st season</u> - Article 11(a)(2) rates; <u>2nd/subseq. season</u> - no change <b><u>DC/DE/FL/GA/LA/MA/ME/MD/</u></b> <b><u>NC/NH/PA/RI/SC/VA/VT/WV:</u></b> <u>1st season</u> - Article 11(a)(2) rates 1x back; <u>2nd/subseq. season</u> - no change  <b><u>\$3.8M - &lt;\$8.0M*:</u></b> <b><u>NY/NJ/CT:</u></b> <u>1st season</u> - Article 11(a)(2) rates 1x back; <u>2nd/subseq. season</u> - no change <b><u>DC/DE/FL/GA/LA/MA/ME/MD/</u></b> <b><u>NC/NH/PA/RI/SC/VA/VT/WV:</u></b> <u>1st season</u> - Article 11(a)(3) rates; <u>2nd/subseq. season</u> - no change
		Tier 2 (\$2.5M - <\$3.8M)		<b><u>\$2.5M - &lt;\$3.8M</u></b> - no change

\*Budget threshold subject to general wage increases in each year starting on March 3, 2024

**2022 NY LOCAL 798 MAKE-UP ARTISTS AND HAIR STYLISTS NEGOTIATIONS**

**HB SVOD Episodic Series and Mini-Series - NY Local 798 Make-Up Artists and Hair Stylists**

Changes to rates apply only to High Budget SVOD series or mini-series subject to a license agreement entered into on or after February 26, 2023 (or in the absence of a license agreement, a series for which principal photography of the first episode or part, as applicable, commences on or after February 26, 2023).

	Platform	Budget	2019 Local #798 Agreement	2022 Local #798 Agreement
<b>Mini-Series</b>				
<b>&lt;66 Minutes</b>	<b>Made for 20M+ subscribers</b>	\$2.1M+ for 20-35 min./ \$3.8M+ for 36-65 min.	Article 11(a)(3) rates	Article 11(a)(2) rates
		\$1.3M-\$2.1M for 20-35 min./ \$2.5M-\$3.8M for 36-65 min.		Article 11(a)(2) rates 1x back
	<b>Made for &lt;20M subscribers</b>	\$2.1M+ for 20-35 min./ \$3.8M+ for 36-65 min.	<b><u>NY/NJ/CT:</u></b> Article 11(a)(3) rates	<b><u>NY/NJ/CT:</u></b> \$8.0M* or more: Article 11(a)(2) rates Less than \$8.0M*: Article 11(a)(2) rates 1x back
		\$1.3M-\$2.1M for 20-35 min./ \$2.5M-\$3.8M for 36-65 min.	<b><u>DC/DE/FL/GA/LA/MA/ME/MD/</u></b> <b><u>NC/NH/PA/RI/SC/VA/VT/WV:</u></b> Article 11(a)(3) rates reduced by 10%	<b><u>DC/DE/FL/GA/LA/MA/ME/MD/</u></b> <b><u>NC/NH/PA/RI/SC/VA/VT/WV:</u></b> \$8.0M* or more: Article 11(a)(2) rates 1x back Less than \$8.0M*: Article 11(a)(3) rates
<b>66+ Minutes</b>	<b>Made for 20M+ subscribers</b>	> \$4M/part	Article 11(a)(3) rates	\$9.5M* or more: Article 11(a)(2) rates
		\$3.0M - \$4.0M/part		>\$6.0M* - <\$9.5M*: Article 11(a)(2) rates 1x back \$3.0M - \$6.0M: no change to current
	<b>Made for &lt;20M subscribers</b>	> \$4M/part	<b><u>NY/NJ/CT:</u></b> Article 11(a)(3) rates  <b><u>DC/DE/FL/GA/LA/MA/ME/MD/</u></b> <b><u>NC/NH/PA/RI/SC/VA/VT/WV:</u></b> Article 11(a)(3) rates reduced by 10%	<b><u>NY/NJ/CT:</u></b> \$9.5M* or more: Article 11(a)(2) rates >\$6.0M* - <\$9.5M*: Article 11(a)(2) rates 1x back \$3.0M - \$6.0M*: no change to current
		\$3.0M - \$4.0M/part		<b><u>DC/DE/FL/GA/LA/MA/ME/MD/</u></b> <b><u>NC/NH/PA/RI/SC/VA/VT/WV:</u></b> \$9.5M* or more: Article 11(a)(2) rates 1x back >\$6.0M* - <\$9.5M*: Article 11(a)(3) rates \$3.0M - \$6.0M*: no change to current

\*Budget threshold subject to general wage increases in each year starting on March 3, 2024