

**ABC - IATSE LOCAL 798
2020-2026 AGREEMENT**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - WARRANTY AND RECOGNITION	1
ARTICLE II - UNION SHOP.....	1
ARTICLE III - ENGAGING NEW EMPLOYEES.....	2
ARTICLE IV-WAGES	2
ARTICLE V - WORK SCHEDULE	5
ARTICLE VI - OVERTIME	7
ARTICLE VII-VACATION/PERSONAL DAY	8
ARTICLE VIII- HOLIDAYS.....	9
ARTICLE IX - PENSION AND WELFARE.....	9
ARTICLE X - ANNUITY	10
ARTICLE XI- SEVERANCE PAY.....	11
ARTICLE XII-SICK LEAVE.....	11
ARTICLE XIII-BEREAVEMENT LEAVE.....	12
ARTICLE XIV - JURY DUTY	12
ARTICLE XV - WAGeworks	12
ARTICLE XVI – LEAVE OF ABSENCE	13
ARTICLE XVII- RESIGNATION	13
ARTICLE XVIII- NOTICE OF TERMINATION - PER DIEM EMPLOYEES.....	13
ARTICLE XIX -ADMISSION TO PREMISES	13
ARTICLE XX - TOOLS AND SUPPLIES	13
ARTICLE XXI - PROSTHETIC DEVICES AND EXTRAORDINARY HAIR WORK.	14
ARTICLE XXII-ARBITRATION.....	14
ARTICLE XXIII - NO STRIKE.....	15
ARTICLE XXIV-NO DISCRIMINATION.....,	15
ARTICLE XXV - CHECK-OFF	15
ARTICLE XXVI - TRAVEL ACCIDENT INSURANCE	16
ARTICLE XXVII - LONG TERM DISABILITY INSURANCE	17
ARTICLE XXVIII - FOUL WEATHER GEAR.....	17
ARTICLE XXIX -ON CAMERA APPEARANCES.....	17
ARTICLE XXX-DURATION.....	17

Appendix A-Vacation19

Appendix B - Holidays19

Sideletter No. 1 - Outside Consultants.....20

Sideletter No. 2 - Motion Pictures20

Sideletter No. 3 - Recall Preference.....20

Sideletter No. 4 - Outside Productions On Company Premises.....21

Sideletter No. 5-Training.....21

Sideletter No. 6 - Senior Make-Up and Hair Stylists.....21

Sideletter No. 7 - Benefit Plans.....21

Sideletter No. 8 -Company Discounts.....22

Sideletter No. 9 - Creditable Hours.....22

Sideletter No. 10 - Payroll Period and Workweek Changes22

Sideletter No. 11 - NYC Earned Sick Time Act and NYS Paid Sick Leave Law22

Sideletter No. 12- Combination Hair and Make-Up Position.....23

Sideletter No. 13- Salary Deferrals.....24

Agreement made and entered into as of the 30th day of June 2023 by and between MAKE-UP ARTISTS AND HAIR STYLISTS UNION, LOCAL 798 (hereinafter referred to as "Union"), affiliated with the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, AFL-CIO, and American Broadcasting Companies, Inc., an indirect wholly-owned subsidiary of ABC, Inc., such subsidiary being the successor to the operations covered by the terms of the predecessor's collective bargaining agreement between the Union and the predecessor signatory (hereinafter referred to as "Employer").

WITNESSETH:

ARTICLE I WARRANTY AND RECOGNITION

A. The Union warrants that it represents for collective bargaining purposes a majority of the employees in the crafts and classifications hereinafter designated in Article IV hereof employed by the Employer in New York City.

B. Employer recognizes Union as the sole and exclusive collective bargaining representative for the employees in such crafts and classifications hereunder designated in Article IV hereof, employed in New York City.

C. The term "employee" or "employees" as hereinafter used shall refer to and embrace only those employees working in said crafts and classifications.

D. The provisions of this Agreement do not cover employment in the production of motion picture film. Notwithstanding the preceding sentence, the Employer may apply this agreement to the production of promos by Employer on motion picture film and the provisions of Sideletter No. 2 shall be inapplicable in such circumstances and the rates set forth in this Agreement shall govern.

ARTICLE II UNION SHOP

All present and future employees working in said crafts and classifications shall be required, as a condition of continued employment, to be or become members of Union no later

than thirty (30) days following the effective date of this Article II, or the date of their employment, whichever is later, and all such employees, upon being or becoming members of Union as aforesaid, shall be required, as a condition of continued employment, to maintain such membership in good standing during the life hereof, subject to and limited by any and all restraints and conditions which may be imposed by law.

ARTICLE III ENGAGING NEW EMPLOYEES

- A. In hiring persons to perform services hereunder, preferential consideration shall be given by Employer to those who have had prior experience in the crafts and classifications covered by this Agreement, as employees of Employer or of other employers in the same or related industry. Such preferential consideration shall be accorded irrespective of the applicant's membership or non-membership in Union.
- B. Before filling any vacancy for a staff position covered by this Agreement, Employer shall give to Union notice thereof, such notice to be of five (5) days' duration, unless impracticable to do so in which event such notice as may be practicable shall be given.
- C. An employee hired to replace a staff employee on paid sick leave will be paid the weekly wage rate. In all other cases, employees hired on a temporary basis will be paid per diem rate.

ARTICLE IV WAGES

- A. The minimum base salaries payable to employees shall be as follows:

	9/30/19- <u>3/1/20</u>	1/2/23- <u>7/7/24</u>	7/8/24- <u>7/7/25</u>	7/7/25- <u>7/6/26</u>
<u>Staff Employees</u>				
Senior Make-up Artist & Senior Hair Stylist	\$1682.25	\$1,715.90	\$1,750.21	\$1,785.22
Assistant Senior Make-up Artist	\$1387.65	\$1,415.40	\$1,443.71	\$1,472.59
Make-up Artist & Hair Stylist	\$1343.11	\$1,369.97	\$1,397.37	\$1,425.32

	<u>9/30/19- 3/1/20</u>	<u>1/2/23- 7/7/24</u>	<u>7/8/24- 7/7/25</u>	<u>7/7/25- 7/6/26</u>
<u>Per Diem Employees</u>				
Senior Make-up Artist & Senior Hair Stylist	\$384.75	\$392.45	\$400.29	\$408.30
Make-up Artist & Hair Stylist	\$292.40	\$298.25	\$304.22	\$310.30
<u>4 Hour Call Per Diem Employees*</u>				
Senior Make-up Artist & Senior Hair Stylist	\$288.56	\$294.33	\$300.22	\$306.22
Make-up Artist & Hair Stylist	\$219.30	\$223.69	\$228.16	\$232.73

*(See Article V(D)(2))

- B. In addition to the foregoing rates of pay, employees who are required to perform services between the hours of 12:00 Midnight to 6:00 a.m. shall receive fifteen percent (15%), reduced to ten percent (10%) effective October 1, 2018, of their straight time hourly rates of pay for all hours worked within such period, except any employee working for "Good Morning America" as of February 28, 2016 shall continue to receive night shift differential from 6 am to 7 am for "GMA" calls.
- C. If an aesthetic question requiring professional craft judgment should arise in make-up, the Senior Make-Up Artist (or in his absence, another employee hereunder) shall be consulted.
- D. A Senior Make-Up Artist may perform any duty ordinarily performed by a lower classification. An Assistant Senior Make-Up Artist shall, as required, assist in the performance of the duties of the Senior Make-Up Artist, and shall from time to time on a temporary basis, perform the duties of the Senior Make-Up Artist in his absence. In the event that the Assistant Senior Make-Up Artist shall have replaced

the Senior Make-Up Artist for more than two (2) consecutive days, from and after such second (2nd) consecutive day, the Assistant shall be paid at the rate for the Senior Make-Up Artist for such days as he shall serve as such replacement.

Nothing herein contained shall require the Employer to employ an Assistant Senior Make-Up Artist, but if an employee is engaged to perform the duties of an Assistant Senior Make-Up Artist, as herein defined, he shall be classified as such. In cases of upgrading to Senior Make-Up Artist, the daily rate will be one-fifth (1/5th) of the "per forty (40) hour week" rate rather than the "per-diem" rate.

E. (1) In the event that an employee under this Agreement is given an out-of-town assignment ("out-of-town" to be deemed outside the five (5) boroughs of New York City), he shall be credited or paid at the applicable rate of pay as follows:

- (a) Eight (8) hours for each calendar day in which he travels and performs no work within town or out-of-town;
- (b) Not less than eight (8) hours for each calendar day at the out-of-town assignment, but not more than eight (8) hours if he performs no work on such day;
- (c) Not less than eight (8) hours for each calendar day part of which is traveled and part of which is worked at in town and/or out-of-town assignment, but in no event more than eight (8) hours for travel in that day;
- (d) When an employee's out-of-town job assignment is more than five (5) miles distance from his out-of-town hotel or other accommodation, his scheduled day shall begin when he leaves his out-of-town hotel or other accommodation and shall end when he returns to his out-of-town hotel or other accommodation after the conclusion of such assignment; otherwise, his scheduled day at the out-of-town assignment shall start when he reports at the assigned location and shall end when he completes his assignment at the assigned location.
- (e) When an employee's out-of-town job assignment is outside the United States, the employee shall receive a 25% premium above 1/5th of his/her weekly rate for each day (whether worked or not) in lieu of all other payments.

(2) An employee so assigned shall be furnished first-class transportation with reasonable expense allowances. In the case of transportation by air, travel by means of any regularly scheduled commercial aircraft or by means of standard commercial aircraft diverted to charter shall be regarded as "first-class transportation" within the meaning of this section.

Employees who are sent on an out-of-town Company assignment requiring overnight accommodations shall be provided with or reimbursed for transportation, meals and first-class hotel accommodations, if available, in accordance with the departmental policy in effect at the time such travel took place.

ARTICLE V WORK SCHEDULE

A. Workweek

The regular work week shall consist of a total of forty (40) hours, in five (5) days within the period from 12:01 a.m., Monday to 12:00 Midnight Sunday, with two (2) consecutive days off within such period; provided, however, that the last day off of one (1) week and the first (1st) day off of the following week shall be considered as two (2) consecutive days off. "One (1) day off," for the purposes of this Agreement, shall consist of a period of thirty-six (36) hours from the termination of the tour of duty immediately preceding the day off (including any overtime worked), and "two (2) days off" shall consist of a period of sixty (60) hours from such termination.

B. Work Day

A regular work day shall consist of the hours elapsed from the time an employee reports to work until the completion of his assignment, all such elapsed hours being considered as time worked, for which the employee shall be entitled to be paid.

C. Meal Period

No deductible meal periods shall be assigned to staff or per diem employees hereunder, but a reasonable time for appropriate meals shall be allowed.

D. Minimum Call

- (1) A staff employee shall be credited with a minimum of eight (8) hours on any regular work day or on any scheduled days off on which such employee is called in to work.
- (2) Per diem employees shall be credited with a minimum of eight (8) hours or four (4) hours, where applicable, on each work day.
- (3) A four (4) hour minimum call shall be paid at a rate equal to 75% of the eight (8) hour minimum scale rate. A four (4) hour minimum call may be scheduled for: field

shoots (except for Good Morning America); promotional shoots for WABC-TV; additional employees engaged for special segments on regularly scheduled shows (*e.g.*, fashion shows, music, dance or singing acts); and assignments for talent personal appearances at events. Per diem employees who work in excess of four (4) hours on such calls shall be paid at the eight (8) hour minimum scale rate.

(4) To cancel a call of a per diem employee for any day, Employer must give notice by 1:00 p.m. of the preceding day, but in no event less than sixteen (16) hours before the scheduled call. To shorten a call of a per diem employee for any day, Employer must give notice no less than twelve (12) hours before the scheduled call. A per diem employee who cancels an accepted call must give twenty-four (24) hours' notice of cancellation to Employer prior to the start of the scheduled call.

E. Rest Between Assignments

Staff and per diem employees shall be given a break of at least twelve (12) hours between the completion of an assignment (which for this purpose shall include any overtime worked) and the commencement of the next assignment. In addition to any other compensation, a staff or per diem employee shall receive a penalty of Ten Dollars (\$10.00) for each hour by which such twelve (12) hour break period is reduced. For purposes of calculating the penalty pay in the previous sentence only, the employee shall receive the entire ten-dollar (\$10.00) penalty payment for an hour within the 12-hour break period if he or she works any portion of such hour.

F. Notice of Schedule

Barring emergency intervening, staff employees shall receive notice of the reporting time for each work day by 5:00 p.m. or at the end of the preceding day's call, whichever is later, but in no event later than 7:00 p.m. of the preceding day. Scheduled calls for staff employees cannot be shortened except by notification prior to 5:00 p.m. of the preceding work day or before the end of the preceding day's call, whichever is later.

The schedule of days on and off shall be completed and available to employees by Thursday for the following week. Barring emergency intervening, notice of any change in such schedule of days on and off shall be given to employees no later than the second (2nd) day before the change takes effect; *i.e.*, an employee whose day off is changed from Saturday to

Friday shall be notified on or before Wednesday and an employee whose day off is changed from Friday to Saturday shall also be notified on or before Wednesday.

For the purposes of this subparagraph F, the term "emergency" shall mean an illness of another staff employee hereunder, or cancellation by a per diem employee of a scheduled call (provided that in either of such cases the emergency shall not continue beyond twenty-four (24) hours from the time the Employer is made aware of such illness or cancellation) and Acts of God, such as flood, fire, and power failure.

G. For those Employees who have been paid for at least one thousand one hundred (1,100) creditable hours in each of the five (5) consecutive immediately previous years pursuant to Article VII, the Company will make reasonable efforts to offer available shifts on the same program to them when they are not already scheduled, provided they possess the necessary skills for such assignments. Notwithstanding the foregoing, the parties agree that hiring decisions will remain within the sole discretion of the Company.

ARTICLE VI OVERTIME

A. One and one-half (1 1/2) times the employee's regular rate of pay in lieu of straight time shall be paid for:

(1) All work performed in excess of forty (40) hours within the regular work week;

(2) All work performed in any work day by either staff or per diem employees in excess of eight (8) hours. Overtime provided for in this subdivision (2) for all work performed by a staff employee in excess of eight (8) hours in any work day shall be in addition to such employee's basic weekly salary.

(3) All work performed by a staff employee on any scheduled days off.

B. All overtime shall be computed on the basis of fifteen (15) minute segments.

C. Work paid for at overtime rates for any one (1) purpose shall be excluded in computing overtime worked for all other purposes.

ARTICLE VII VACATION/PERSONAL DAY

A. Attached hereto, made a part hereof, and marked APPENDIX A is the Employer's policy with respect to vacation which shall be applicable to staff employees hereunder. In addition, it is agreed that vacation preference shall be accorded on the basis of seniority, subject to the operating needs of the business.

B. The following provisions shall govern the computation of vacation pay for per diem employees:

(1) Employees who have been paid for at least one thousand one hundred (1,100) creditable hours in the twelve (12) calendar months immediately preceding December 31 of any year shall be entitled to ten (10) days of vacation which shall be paid to the employee during the next calendar year.

(2) Employees who have been paid for at least one thousand one hundred (1,100) creditable hours in each of the five (5) consecutive years immediately preceding December 31 of any year shall be entitled to fifteen (15) days of vacation which shall be paid to the employee during the next calendar year.

(3) Employees who have been paid for less than one thousand one hundred (1,100) creditable hours in the twelve (12) calendar months immediately preceding December 31 of any year shall be entitled to vacation pay calculated on the basis of four percent (4%) of their straight time earnings on such creditable hours for such year, which shall be paid during the next calendar year.

There shall be no more than forty (40) hours' credit in any week for vacation crediting purposes. No hour worked at premium pay or at overtime shall be considered as more than one (1) hour for vacation credit.

C. Employees who have been paid for at least one thousand one hundred (1,100) creditable hours in each of the five (5) consecutive years immediately preceding December 31 of any year shall be entitled to one (1) paid personal day.

ARTICLE VIII HOLIDAYS

A. Attached hereto, made a part hereof, and marked APPENDIX B is the Employer's policy with respect to holidays which shall be applicable to staff employees hereunder.

B. A per diem employee who works on New Year's Day, Martin Luther King, Jr. Day, Labor Day, Thanksgiving Day, The Day After Thanksgiving, Christmas Day, Memorial Day, Independence Day or President's Day, shall receive additional half-time for the first eight (8) hours worked. It is understood that for the purposes of this subdivision, Christmas Day shall mean December 25 in each year.

ARTICLE IX PENSION AND WELFARE

A. The Employer shall make contributions to the I.A.T.S.E National Health and Welfare Fund in the amount of eleven percent (11%) (increasing to eleven and one-half percent (11.5%), effective January 2, 2023; increasing to twelve percent (12%), effective July 8, 2024) of the gross earnings of all employees derived from employment hereunder.

B. The Employer shall make contributions to the Pension Fund of Make-Up and Hair Stylists, Local 798 in the amount of seven percent (7%) of the gross earnings (increasing to seven and one-half percent (7.5%) effective January 2, 2023; increasing to eight percent (8%), effective July 8, 2024), up to the IRS annual compensation limit in IRC Section 401(A)(17) only, of all employees derived from employment hereunder.

The Union warrants and represents that the said Pension Fund of Make-Up and Hair Stylists, Local 798 ("Pension Fund") and the said I.A.T.S.E National Health and Welfare Fund ("Welfare Fund") are established, operated and maintained in accordance with law; that each such Fund is administered by at least four (4) trustees, half of whom have been designated by the Union and half of whom have been designated by contributing Employers; that the said Pension Fund is used for the sole and exclusive purpose of purchasing and/or providing pension and retirement benefits for persons covered thereby, as the Trustees thereof may determine, and that the said Welfare Fund is used for the sole and exclusive purpose of paying and/or providing

medical, surgical, hospital, accident, disability, death or miscellaneous welfare benefits to persons covered thereby, as the Trustees thereof determine; and that the said Pension and Welfare Funds are and shall continue to be qualified, tax-exempt trust funds under the provisions of the Internal Revenue Code as now in effect or as hereafter amended.

C. The Employer agrees to execute the Agreement and Declaration of Trust dated as of November 1, 1957 establishing the Pension Fund of Make-Up and Hair Stylists, Local 798 and the Agreement and Declaration of Trust establishing the I.A.T.S.E National Health and Welfare Fund dated June 18, 1973, naming the Trustees thereof, and defining their powers and responsibilities.

D. Contributions to the said Pension and Welfare Funds as herein required shall be paid monthly, and shall become due and payable on the tenth (10th) day of the month immediately following the respective effective dates above specified and on the tenth (10th) day of each and every succeeding month during the term hereof in respect to covered employment during the preceding month. Payments to the Pension Fund and to the Welfare Fund shall be by separate check for each such Fund. Upon making each such payment, the Employer shall furnish also a statement of the names of the employees on whose account the contributions are being made. If so required by the Trustees, such statements shall be on forms supplied by the funds. Copies of such statements shall be sent simultaneously to the Union.

E. The Employer shall not be liable in any respect because of the neglect, failure or refusal of any other employer to make required contributions to the Fund or to file reports therewith as required.

F. The right of the Trustees of such Funds to enforce payment of contributions required herein shall in no way affect the right of the Union under this collective bargaining agreement to enforce such payments.

ARTICLE X ANNUITY

The Employer will contribute seven percent (7%) (increased to seven and one-half percent (7.5%) effective July 7, 2025), of the employees' gross compensation under this

agreement to the "IATSE Annuity Fund."

ARTICLE XI SEVERANCE PAY

Staff employees who have been continuously employed by the Employer for a period of more than thirty (30) days but less than two (2) years and who are laid off or discharged, other than for insubordination, drunkenness, substance abuse or dishonesty, shall receive two (2) weeks' notice or two (2) weeks' severance pay in lieu thereof. Staff employees who have been continuously employed by the Employer for a period of more than two (2) years and who are laid off or discharged other than for insubordination, drunkenness, or dishonesty, shall receive one (1) week's severance for each full year of employment, up to thirty (30) weeks. No notice of layoff or discharge shall be required where an employee receives severance pay.

ARTICLE XII SICK LEAVE

The Employer will grant to staff employees hereunder sick leave in accordance with the prevailing policy of the Company at the time of any such leave. Those per diem employees who are eligible for fifteen (15) days of vacation (have had at least one thousand one hundred (1,100) hours of employment during the five (5) consecutive years immediately preceding the calendar year) shall be entitled to nine (9) days of sick leave, effective January 1, 2024.

Those per diem employees who have had at least one thousand one hundred (1,100) hours of employment during the preceding calendar year shall be entitled to five (5) paid sick days in the current calendar year.

For purposes of calculating the one thousand one hundred (1,100) hours it is understood that no more than forty (40) hours may be credited in any week. A sick day shall be defined as a minimum call of eight (8) hours. The Company may require verification of illness prior to any payment. A "vacation year" runs from January 1 through December 31.

Paid sick leave can only be taken on days when an employee is scheduled to work. Earned and unused sick leave days are not to be carried over and are not payable. Overscale

employees will be paid at their regular rate on days they are on sick leave.

Paid sick leave will count towards the Company's obligation to provide earned and accrued paid sick days under applicable laws and/or regulations including the New York State Paid Sick Leave Law (NYPSLL).

Employees who take an approved medical leave including leave pursuant to the Family and Medical Leave Act will be credited for eight (8) hours of work for each day that they would have otherwise been scheduled during the approved leave. Such approved leave shall not be considered a break in service for purposes of satisfying the threshold of one thousand one hundred (1,100) hours of employment under this provision.

ARTICLE XIII BEREAVEMENT LEAVE

In the event of the death of an immediate family member (parents, parent-in-law, wife, husband, child, same sex domestic partner, brother, sister, grandparent) a per diem who has at least one thousand one hundred (1,100) hours of employment during the five (5) consecutive years immediately preceding the calendar year shall be paid eight (8) hours at their regular rate for each day they were scheduled to work up to three days in a calendar year.

ARTICLE XIV JURY DUTY

The Company policy regarding Jury Duty shall be extended to all staff employees. Per diem employees who have worked at least one thousand one hundred (1,100) creditable hours in the year immediately preceding the current year shall be eligible for up to two (2) weeks' paid jury duty leave in the current year.

ARTICLE XV WAGeworks

Employees are eligible for WageWorks including commuter benefits to pay for qualified public transit and parking expenses in accordance with Company policy, subject to Sideletter No. 7.

ARTICLE XVI LEAVE OF ABSENCE

Upon request, the Employer may grant to staff employees having ten (10) or more years of service a one (1) month leave of absence without pay to be taken at a time mutually convenient to the Employer and the employee. The granting of such leave will not be considered within the twelve (12) months immediately following the employee's completion of a leave granted pursuant to this Article.

ARTICLE XVII RESIGNATION

A staff employee employed by Employer for thirty (30) days or more shall give the Employer one (1) week's notice in the event of resignation.

ARTICLE XVIII NOTICE OF TERMINATION - PER DIEM EMPLOYEES

A per diem employee who has worked One Thousand One Hundred (1,100) creditable hours for the year immediately preceding the year in which a termination of employment occurs shall receive one (1) week's notice, or pay in lieu thereof, of such termination. It is understood that this notice provision shall not apply to regular hiatus periods of shows or vacation shutdowns.

ARTICLE XIX ADMISSION TO PREMISES

The Business Representative of Union shall be admitted to the premises of Employer at any reasonable time for legitimate Union activities.

ARTICLE XX TOOLS AND SUPPLIES

The Employer shall supply all make-up and hair dressing tools and supplies. However, based upon professional expertise, an employee may continue to provide tools and supplies which have been traditionally furnished by the employee.

Notwithstanding the above, effective January 1, 2024, employees who have been paid for at least one thousand one hundred (1,100) creditable hours in the immediately preceding calendar

year pursuant to Article VII, shall receive one thousand three hundred dollars (\$1,300) (increasing to one thousand five hundred and sixty dollars (\$1,560), effective January 1, 2025) per year for make-up or hair dressing supplies, payable by separate check by February 15 of the next succeeding calendar year. (For the avoidance of confusion, the first calendar year for purposes of calculating the 1,100 hours hereunder shall be 2023, and the first payment hereunder shall be payable by February 15, 2024.)

ARTICLE XXI PROSTHETIC DEVICES AND EXTRAORDINARY HAIR WORK

A. When a custom-made, pre-fitted prosthetic appliance is made for a specific performer, additional compensation for such work will be the subject of individual negotiation between the make-up artist and the Employer. This shall not apply to re-use of such an appliance, nor to commercially-prepared appliances, nor to standard effects such as blood, bruises, scars, burn. The Employer, at its sole option, not subject to grievance or arbitration, may determine that certain hair work warrants additional compensation and may reach an understanding through discussion with the individual hairstylist.

ARTICLE XXII ARBITRATION

In the event any dispute shall arise involving the application, interpretation or performance of this Agreement, or arising from any acts of omissions of the parties, the Business Representative of Union and a representative of Employer shall meet and confer for the purpose of amicably adjusting the same. If such dispute cannot be settled by said representatives within a reasonable time, either party may submit the same to an arbitrator to be selected by the American Arbitration Association, who shall proceed to dispose of the dispute in accordance with law. The award of the arbitrator shall be final and binding upon the parties hereto and shall be enforceable in the manner provided by the laws of the State of New York. Arbitration fees shall be borne equally by the parties.

ARTICLE XXIII NO-STRIKE

The Union agrees that during the period of this Agreement unless and until the Employer has failed to comply with an arbitration award under Article XXII, it will not strike against, picket or boycott the Employer.

ARTICLE XXIV NO DISCRIMINATION

The Employer and the Union agree not to discriminate against any Employee because of race, color, religion, sex, national origin, sexual orientation, gender, age, military or veteran status.

ARTICLE XV CHECK-OFF

- A. The Employer agrees that it will deduct, for and on account of union membership dues, that amount requested in the Union's Check Off Authorization for each employee covered by this Agreement provided there is filed with the Company for each such employee a written assignment in accordance with Section 302(c) of the Labor Management Act, 1947. The Employer shall commence making such deductions with the first wage payment to be made to each such employee following the date of the filing of his said written assignment, and such deductions shall continue thereafter with respect to each and every subsequent wage payment to be made to each such employee during the effective term of his said written assignment.
- B. Within one (1) week after the end of two (2) payroll periods, the Employer shall remit to the Union, by check drawn to the order of Make-Up Artists and Hair Stylists, Local 798, IATSE, the total amount of all deductions made during the said payroll periods for all such employees. At the time of such remittance, and together therewith, the Employer shall also furnish to the Union a record certifying the names of the employees on whose account such. deductions were made, their respective earnings for said payroll periods, and the amount of deduction for each such employee during said payroll periods.
- C. The Employer agrees that a written assignment in the following form or substantially the same as the following form will be acceptable for the purposes of this paragraph:

CHECK-OFF AUTHORIZATION

NEW YORK_;.... , 20

TO

(NAME OF EMPLOYER)

Effective immediately, the undersigned assigns to Make-Up Artists and Hair Stylists, Local 798, IATSE five percent (5%) of all contractual wages to be earned by him, exclusive of overtime and contractual penalty payments, as an employee of the above-named employer. The excluded overtime will be both on daily (in excess of eight (8) hours) and a weekly (in excess of forty (40) hours) basis.

The undersigned further authorizes and directs his employer to deduct such percentage from such wages and to remit the same to said Union. This assignment shall be irrevocable for a period of one (1) year or until termination of the applicable collective bargaining agreement, whichever is sooner, and shall be automatically renewed, with the same irrevocability, for successive like periods unless terminated by the undersigned in writing not more than thirty (30) nor less than ten (10) days prior to the expiration of such period provided such written termination is served on both Company and Union alike.

(Name of Employee)

(Address)

(Social Security No.)

(Employee's Signature)

- D. The Company shall administer voluntary check-off payments for non-News employees who wish to contribute to the IATSE PAC.

ARTICLE XXVI

TRAVEL ACCIDENT INSURANCE

The Employer's Travel Accident Insurance Policy shall be applicable to employees covered by this Agreement in accordance with the terms and conditions of such Insurance Policy.

ARTICLE XXVII LONG TERM DISABILITY INSURANCE

Thirty (30) days after the execution of this Collective Bargaining Agreement, staff employees represented by Local 798 IATSE will become eligible for coverage under the ABC Long Term Disability Insurance Plan on the same basis as; other Union-represented ABC employees who are not covered under the ABC Retirement Plan.

ARTICLE XXVIII FOUL WEATHER GEAR

Where weather conditions warrant, foul weather gear will be made available to employees assigned by the Employer to remote locations.

ARTICLE XXIX ON-CAMERA APPEARANCES

Effective upon the execution of this agreement, planned on-camera appearances of employees, except panoramic shots, incidental shots of employees in the audience area or in a newsroom, and appearances for the purpose of greetings or congratulations, shall be paid for at the then applicable AFTRA rate for "extra" performers.

Only producers or members of Company management have the authority to make a commitment to any employee for an on-camera appearance.

ARTICLE XXX DURATION OF AGREEMENT

This Agreement shall be in effect for the period commencing March 2, 2020 and ending July 7, 2026. All other changes in working conditions and benefits shall be effective as of the date of this Agreement or as specified in the individual Articles contained herein. No later than sixty (60) days prior to the expiration of this Agreement, the parties agree to meet and negotiate on the terms of a new Agreement for the period commencing July 8, 2026.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

AMERICAN BROADCASTING COMPANIES, INC.,
an indirect wholly-owned subsidiary of ABC, Inc.

DocuSigned by:
Todd Palo
By: _____
53740B61B92C43C...
Todd A. Palo
Managing Vice President,
Labor Relations

MAKE-UP ARTISTS AND HAIR STYLISTS UNION
LOCAL 798 IATSE

DocuSigned by:
Angela L. Johnson
By: _____
1538308DF9A142B...
Angela L. Johnson
President
Local 798, IATSE

Signed by:
Rosemarie Levy
By: _____
9586E086E4904FC...
Rosemarie M. Levy
Business Representative
Local 798, IATSE

APPENDIX A

VACATION

Staff employees engaged between January 1 and March 31 of the year are entitled to one (1) week's vacation with pay after they have been employed for six (6) consecutive months. Staff employees engaged prior to January 1 of the year are entitled to two (2) weeks' vacation with pay after they have been employed for six (6) consecutive months. Staff employees employed by the Employer for five (5) or more consecutive years are entitled to a vacation of three (3) weeks. Staff employees employed by the Employer for fifteen (15) or more consecutive years are entitled to a vacation of four (4) weeks.

APPENDIX B

HOLIDAYS

A. The Employer will recognize the following list of holidays for staff employees employed hereunder: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veteran's Day (See paragraph C), Thanksgiving Day, The Day after Thanksgiving, Christmas Day.

B. A staff employee who works on any of the holidays Listed above will be given a compensating day off with pay within thirty (30) days of working such holiday. Up to a maximum of five (5) earned compensating days for holidays worked will be added to a staff employee's vacation pursuant to a written request by such employee received by the Employer no later than thirty (30) days after each such holiday has been worked. If one of the contractual holidays set forth above falls on a staff employee's vacation, such employee shall receive an additional day off at a later date or have such holiday added to his vacation in accordance with a mutually agreed upon determination by the Employer and such employees.

C. A staff employee may, upon two weeks' prior notice to the Company, elect to treat Martin Luther King, Jr. Day as a recognized holiday rather than Veteran's Day.

D. A staff employee who works on New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day, The Day After Thanksgiving and Christmas Day shall receive an additional half (1/2) time for the first eight (8) hours worked on such holiday in addition to receiving a compensating day off as set forth in Paragraph B above.

Sideletter No. 1

This will confirm our understanding in connection with the collective bargaining agreement dated March 1, 2004.

No performer shall have his or her make-up or hair done in Studios or Theaters of the Company or at Company locations, by any person other than an employee under the terms of the agreement dated March 1, 2014 except of the type heretofore practiced and under the conditions heretofore in effect, by way of example, the 'Use of outside consultants who are not covered by the terms of this contract.

However, when a performer's make-up or hair for a particular program on any day is done originally by an employee under the terms of said agreement, changes or other than minor maintenance work subsequently done on that day with respect to such performer's make-up or hair on such program must be done only by an employee under said agreement.

Sideletter No. 2

This will confirm our understanding that in connection with the collective bargaining agreement between us of this date, the following shall apply: Except as provided in Article I (D), if a person to whom make-up or hair styling has been applied by an employee hereunder for a live or video tape television appearance is also photographed on motion picture film within the Company premises by the Company or other producer, such employee shall be entitled to receive for the day, in lieu of his or her regular rate, the rate of pay (excluding the conditions pertaining thereto) contained in the Local's standard motion picture contract. The foregoing shall not apply, however, where the person is filmed for the purpose of news and is not retouched or otherwise serviced by the make-up artist or hair stylist for the filming.

Sideletter No. 3

This is to confirm our understanding that a staff employee who has been laid off shall be given good faith consideration for any employee opportunity covered hereunder which occurs within two years from date of layoff.

Sideletter No. 4

During the course of the negotiations for the 1991-1994 agreement, the parties discussed and agreed that this agreement shall be inapplicable to television productions produced at the Employer's facilities where the Employer has neither artistic nor financial control of the production. Nothing herein shall limit the right of the Employer to broadcast the program.

Sideletter No. 5

The Company recognizes the need to update the skill level of employees covered by this Agreement. To that end, the Company may, at its sole and exclusive discretion, institute or permit employees to participate in training or other similar programs to accomplish that goal.

Sideletter No. 6

The employer may, at its discretion, not subject to grievance or arbitration, designate an employee as a Senior Make-Up Artist or Senior Hair Stylist for each of its daytime dramas. An employee who is so designated shall perform such duties, within their respective crafts, as the Employer deems appropriate, including, but not limited to, helping to ensure the on air look of the production, and acting as liaison between the production personnel and employees covered by this Agreement. Nothing herein shall require the Employer to designate any employee as a Senior Make-Up Artist or Senior Hair Stylist, nor to retain any employee in that position.

An employee designated as a Senior Make-Up Artist or Senior Hair Stylist shall receive the same rate as a senior make-up artist.

Sideletter No. 7

In connection with Employer-sponsored benefits, programs or policies which have been made available to certain eligible employees represented by local 798 (e.g., LTD, sick leave, etc.), or which in the future may be made available to employees represented by Local 798, the Employer, its parent, or successor specifically reserves the right to modify, change, eliminate or otherwise adjust such benefits, programs or policies in its sole discretion. The Union specifically waives any right to bargain with respect to such modifications, changes, eliminations or adjustments.

Sideletter No. 8

Staff employees and per diem employees who have qualified for fifteen (15) days of vacation for the calendar year shall be eligible to receive ABC discounts for theme parks and Disney Stores in accordance with Company policy for that calendar year.

Sideletter No. 9

With regard to any benefit(s) that is specifically set forth in the collective bargaining agreement that employees are entitled to receive based upon having been paid one-thousand one hundred (1,100) creditable hours for five (5) consecutive years immediately preceding December 31st of any year, such benefit(s) shall cease, if in each of two (2) calendar years in succession, the employee fails to be paid for one-thousand one hundred (1,100) creditable hours.

Sideletter No. 10

This confirms our agreement that in the event the Company wishes to change its payroll periods and, therefore, the Work Week period described in Article V(a) of the Agreement, the Company and the Union will meet to discuss any ramifications of such change and the Union shall not unreasonably reject the Company's request.

Sideletter No. 11- NYC Earned Sick Time Act and NYS Paid Sick Leave Law

The parties expressly waive application of the New York City Earned Sick Time Act (the "Act") for all employees and the parties acknowledge the benefits employees receive are comparable to those under the Act:

Per diem employees paid for at least 1,100 hours of employment during the preceding year receive benefits, including but not limited to: paid sick days; paid vacation days; pay at time and one-half (OT) for work in excess of 8 hours per day and for work on holidays, and night differential penalties.

Per diem employees paid for less than 1,100 hours of employment during the preceding year, receive benefits, including but not limited to: 4% vacation pay; OT for work in excess of 8 hours per day and for work on holidays; and night differential penalties.

Staff employees are eligible for benefits, including, but not limited to: paid sick days in accordance with Company policy; paid vacation days; OT for work in excess of 8 hours per day

and for work on holidays; and night differential penalties.

The parties expressly waive application of the New York State Paid Sick Leave Law (NYSPSLL) for per diem employees who are entitled to nine (9) days of sick leave pursuant to Article XII and the parties acknowledge the sick leave benefits these employees receive are comparable to those under Section 196-b of the NYSPSLL including but not limited to: paid sick days and paid vacation days.

Sideletter No. 12

- (a) A single employee may be required to perform the functions of multiple job classifications (Make-Up Artist and Hair Stylist) on ABC Network news broadcast programming and WABC-TV:
 - i. for male grooming;
 - ii. to do touch-ups on females four (4) shift per program per month on remote assignments. The Union will give consideration for additional shifts per months for females in the event of unforeseeable circumstances.
- (b) Employees must be assigned by management to perform multiple functions and no employee shall receive the premium described herein for performing multiple functions in a de minimis nature of their own volition.
- (c) The Company will consult with a Make-Up Artist or Hair Stylist concerning their ability to perform functions of the other craft prior to such assignment.
- (d) An employee performing both functions shall not be subject to unreasonable demands as it relates to assignments under this paragraph and shall be provided as much advance notice of the assignment as possible.
- (e) Upon request by the Union, the Company shall provide the Union with a monthly report of all uses of the provisions in paragraph (a) above.
- (f) For an employee who is assigned to perform hair stylist and make-up artist work during the same shift, they shall receive a fifteen percent (15%) premium.
- (g) For those employees described in paragraph (f) above who are receiving an overscale rate of pay, the fifteen percent (15%) premium shall be applied to their overscale.

- (h) The Company will not discipline a Make-Up Artist or Hair Stylist because of their inability to perform combination duties after they have made a good faith effort to perform such combination duties.
- (i) It is understood that no Make-Up Artists or Hair Stylists engaged in a regular per diem capacity as of June 30, 2023, shall be laid off as a direct result of the Make-Up Artist or Hair Stylists inability to perform combination duties after they have made a good faith effort to perform such combination duties.

Sideletter No. 13- Salary Deferrals

Employees shall be eligible to make salary deferrals to the Annuity Fund effective January 1, 2025 in accordance with the Annuity Fund Plan, provided the Annuity Fund can implement such salary deferrals. The Union will cooperate with fulfilling any administrative functions related to implementation. This Sideletter shall expire on July 7, 2026 and will be of no force and effect thereafter if no bargaining unit members are participating in the salary deferrals on such date.

Certificate Of Completion

Envelope Id: 3F59D987-EFD9-483D-8EC0-F3DF3192C993

Status: Completed

Subject: Complete with Docusign: Local 798-ABC-2020-2026 CBA.pdf

Source Envelope:

Document Pages: 26

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Eun Hye Lee

AutoNav: Enabled

500 S Buena Vista St

Envelopeld Stamping: Enabled

Burbank, CA 91521

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Eun.Hye.Lee@disney.com

IP Address: 47.230.132.129

Record Tracking

Status: Original

Holder: Eun Hye Lee

Location: DocuSign

3/21/2025 11:23:32 AM

Eun.Hye.Lee@disney.com

Signer Events

Angela Johnson

President@local798.net

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

1538308DF9A142B...

Timestamp

Sent: 3/21/2025 11:24:37 AM

Viewed: 3/21/2025 11:58:12 AM

Signed: 3/21/2025 11:59:53 AM

Signature Adoption: Drawn on Device

Using IP Address: 69.124.177.75

Electronic Record and Signature Disclosure:

Accepted: 3/21/2025 11:58:12 AM

ID: 98bc512a-7ea9-44bf-b3ba-58c0ce004107

Rosemarie Levy

rlevy@local798.net

Security Level: Email, Account Authentication
(None)

Signed by:

9586E086E4904FC...

Sent: 3/21/2025 11:59:54 AM

Viewed: 3/21/2025 1:14:43 PM

Signed: 3/21/2025 1:15:10 PM

Signature Adoption: Pre-selected Style

Using IP Address: 74.68.97.107

Electronic Record and Signature Disclosure:

Accepted: 3/21/2025 1:14:43 PM

ID: 173b6893-9f55-4b2d-b535-1e1c47d8a754

Todd Palo

Todd.A.Palo@disney.com

TWDC - eSignature Standard

Security Level: Email, Account Authentication
(None)

DocuSigned by:

53740B61B92C43C...

Sent: 3/21/2025 1:15:11 PM

Viewed: 3/21/2025 2:05:46 PM

Signed: 3/21/2025 2:06:01 PM

Signature Adoption: Pre-selected Style

Using IP Address: 96.246.145.2

Electronic Record and Signature Disclosure:

Accepted: 6/30/2023 7:44:24 PM

ID: 03809db4-2980-4fbc-9e91-1b1cf19cd481

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/21/2025 11:24:37 AM
Certified Delivered	Security Checked	3/21/2025 2:05:46 PM
Signing Complete	Security Checked	3/21/2025 2:06:01 PM
Completed	Security Checked	3/21/2025 2:06:01 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSENT TO ELECTRONIC COMMUNICATIONS

You have indicated that you wish to enter into an agreement ("Contract") with us electronically. In connection with the Contract, you will receive Communications (defined below) electronically by entering into the terms and conditions of this consent agreement ("Agreement") by clicking the 'I agree' box as indicated below. We may be required by law to give you certain information "in writing" - which means you are entitled to receive it on paper. Therefore we need your consent in order to provide you Communications electronically, instead.

The words "we," "us," and "our" mean Disney Enterprises, Inc. and its affiliates and subsidiaries.

The words "you" and "your" mean the person giving consent and entering into this Agreement.

"Communications" means each disclosure, notice, contract, agreement, authorization, acknowledgement, undertaking, fee schedule, periodic statement, record, document, signature or other information we provide to you, or that you sign or submit or agree to at our request in connection with the Contract. Electronic Communications will be provided through the DocuSign, Inc. electronic signing system ("DocuSign").

1. Your Consent. You agree that any of the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form through DocuSign, unless you tell us otherwise in accordance with the procedures described herein. We may also use electronic signatures and obtain them from you on any Communication. You agree that electronic delivery of any Communication will be effective delivery to you and be deemed received by you when sent or made available to you, whether or not you actually access or view the Communication. We may always, in our sole discretion, provide you with any Communication in writing or on paper, even if you have chosen to receive it electronically. Sometimes the law, or our Communication with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

2. How to Withdraw Consent. If you decide to withdraw consent for electronic delivery of Communications, you must use the DocuSign "Withdraw Consent" form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required Communications electronically from us and you will no longer be able to use DocuSign to receive required Communications electronically from us or to sign electronically documents from us. You may also withdraw your consent to future electronic Communications at any time by following the procedure described below. Your withdrawal of consent is only effective after we have a reasonable opportunity to act on it, and your withdrawal of consent will only apply to Communications you are entitled by law to receive "in writing." We may continue to send other Communications to you electronically even after you withdraw consent. Your withdrawal of consent with respect to the Communications does not affect any other consent you have given us at any other time to use electronic records and signatures. To inform us that you no longer want to receive future Communications in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to CORP.DL-eSignature@disney.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

3. How to Update Your Contact Information. It is your responsibility to provide us with an accurate and complete e-mail address and other contact information, and to maintain and update promptly any changes in this information. You understand and agree that if Disney sends you an electronic Communication but you do not receive it because your email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Disney will still be deemed to have provided the Communication to you. To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at CORP.DL-eSignature@disney.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address. In addition, you must notify DocuSign to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

4. Hardware and Software Requirements. To receive electronic Communications, you must have access to:

- a Current Version (defined below) of Chrome, Firefox, Microsoft Edge, Safari or equivalent contemporary browser,
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays to you PDF files,
- a per screen resolution of 1024 x 768,
- enabled security settings to allow per session cookies, and
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use in connection with the Communications.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.

5. Paper Copies. At any time, you may request from us a paper copy of any Communication provided or made available electronically to you by us. You will have the ability to download and print Communications we send to you through the DocuSign system during and immediately after a signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 60-90 days) after such Communications are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you may request delivery of such paper copies from us by following the procedure described below.

To request delivery from us of paper copies of the Communications previously provided by us to you electronically, you must send us an e-mail to CORP.DL-eSignature@disney.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

6. Acknowledging your access and Consent to receive Communications electronically. To confirm to us that you can access this information electronically, which will be similar to other electronic Communications that we will provide to you, please verify by checking the 'I agree' box below that you were able to read this electronic Agreement and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this Agreement to an email address where you will be able to print on paper or save it for your future reference and access.

7. Termination/Changes/Other. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change this Agreement or the terms and conditions on which we provide electronic Communications, in whole or in part. We will provide you with notice of any such termination or change as required by law. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be determined in Los Angeles, California in accordance with California law without giving effect to principles of conflicts of laws. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as provided above, as the case may be.

By checking the 'I agree' box, you are (i) entering into this Agreement, (ii) consenting to the use and receipt of Communications, (iii) confirming that you have the hardware and software requirements described above, (iv) are able to receive and view Communications exclusively in electronic format on the terms and conditions described above, and (v) have an active email address.