

MAKE-UP ARTISTS AND HAIR STYLISTS

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

**MAJOR FILM THEATRICAL AND TELEVISION SERIES
AGREEMENT**

March 1, 2019 - February 28, 2022

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

AGREEMENT made and entered into as of March 1, 2019 through February 28, 2022 by and between the Alliance of Motion Picture and Television Producers (hereinafter "AMPTP"), on behalf of the Companies listed in Exhibit 1 attached hereto (herein referred to individually as the "Company" or the "Employer" and collectively as "the Companies" or "the Employers"), and Make-up Artists and Hair Stylists, Local #798, affiliated with the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, located at 70 W. 36th Street, Unit 4A, New York, New York 10018 (herein called "Local #798"):

WITNESSETH:

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

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

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

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

I. GENERAL PROVISIONS

ARTICLE 1. LOCAL #798 RECOGNITION AND JURISDICTION

(a) The Company agrees to and hereby recognizes Local #798 as the sole and exclusive bargaining agent for all Make-up Artists and Hair

Stylists, and persons working in such classifications are hereinafter designated as "employees."

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. ARBITRATION

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

ARTICLE 3. PRIOR OBLIGATION

As Local #798 is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians and Allied

¹ Any such disputes that give rise to an alleged violation of Sections 8(a)(1) and/or 8(a)(3) of the National Labor Relations Act, or in which the alleged facts would constitute such a violation, are also subject to arbitration under this Article 2.

Crafts Machine Operators of the United States, its Territories and Canada, nothing in this Agreement shall ever be construed to interfere with any obligation that Local #798 owes to such International Alliance by reason of a prior obligation; but this shall in no event be construed as contravening any applicable State or Federal laws.

ARTICLE 4. ACCESS TO PREMISES

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

ARTICLE 5. APPLICATION OF AGREEMENT

(a) This Agreement shall be limited in its application to the extent indicated in Article 1(d) hereof and, as so limited, it shall be binding upon the Company (and, as used in this paragraph, the term "Company" shall mean and include not only the Company itself but also any of its subsidiaries or successors engaged in producing motion pictures, as well as any person, firm, corporation or other organization so engaged in which the Company, whether directly or indirectly, has a controlling financial interest). In no event shall the Company subcontract any of the work covered hereby when an effect thereof would be to enable such work to be done under wage rates or labor conditions inferior to those herein contained, nor shall any person not in compliance with the provisions of this Agreement be permitted to perform any of such work for or at the premises of the Company.

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

ARTICLE 6. NO STRIKE, NO LOCKOUT

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

ARTICLE 7. NON-DISCRIMINATION

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

ARTICLE 7.1. DIVERSITY AND INCLUSION

The Union and the Employers agree to cooperate in their efforts and engage in ongoing discussions with the goal of promoting diversity in the hiring of Local #798-represented classifications. Topics of discussion may include: (1) examining characteristics of the labor pool; (2) sharing information and discussing ways to improve existing initiatives; (3) developing new initiatives aimed at increasing the employment of under-represented groups, including but not limited to women, people of color, people with disabilities and LGBTQ individuals; and (4) developing criteria to benchmark success in these areas.

ARTICLE 7.2. HARASSMENT PREVENTION TRAINING

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

ARTICLE 8. TERM OF AGREEMENT

(a) This Agreement shall remain in full force and effect for the period from March 1, 2019 to and including February 28, 2022. No later than ninety (90) days prior to the expiration date of this Agreement, the parties shall meet and confer to negotiate the provisions of a new Agreement for a period commencing March 1, 2022.

(b) The terms and conditions of this Agreement shall be effective as of March 1, 2019, except when an effective date other than March 1,

2019 is specified, the provision shall be effective on the date so specified.

ARTICLE 9. DIGITAL PRODUCTION AGREEMENT

The parties have entered into a Supplemental Digital Production Agreement establishing terms and conditions of employment for employees employed in the job classifications covered by this Agreement within the geographical jurisdiction of this Agreement in making digital recordings.

ARTICLE 10. 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 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 *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; 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 (Ordinance No. 14-45); 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.

II. RATES

ARTICLE 11. MINIMUM RATES OF PAY

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

(1) Minimum daily rates for employees working on theatrical and television motion pictures shooting within the jurisdiction of this Agreement, excluding long-form television motion pictures, pilots and new one-hour series:²

CATEGORY	3/1/19 - 3/2/19	3/3/19 - 2/29/20	3/1/20 - 2/27/21	2/28/21 - 2/28/22
Make-Up Artist Department Head	\$468.36	\$482.41	\$496.88	\$511.79
Hair Stylist Department Head	468.36	482.41	496.88	511.79
2nd & Additional Make-Up Artist	442.75	456.03	469.71	483.80
2nd & Additional Hair Stylist	442.75	456.03	469.71	483.80

(2) Minimum daily rates for employees working on new one-hour series shooting within the jurisdiction of the Agreement:³

CATEGORY	3/1/19 - 3/2/19	3/3/19 - 2/29/20	3/1/20 - 2/27/21	2/28/21 - 2/28/22
Make-Up Artist Department Head	\$454.70	\$468.34	\$482.39	\$496.86
Hair Stylist Department Head	454.70	468.34	482.39	496.86
2nd & Additional Make-Up Artist	429.85	442.75	456.03	469.71
2nd & Additional Hair Stylist	429.85	442.75	456.03	469.71

² For minimum rates applicable to employees working on a dramatic series made for basic cable or The CW outside New York, New Jersey and Connecticut, see Article 11(a)(4).

³ For minimum rates applicable to employees working on a dramatic series made for basic cable or The CW outside of New York, New Jersey and Connecticut, see Article 11(a)(4).

(3) Minimum daily rates for employees working on long-form television motion pictures and pilots shooting within the jurisdiction of the Agreement:

CATEGORY	3/1/19 - 3/2/19	3/3/19 - 2/29/20	3/1/20 - 2/27/21	2/28/21 - 2/28/22
Make-Up Artist Department Head	\$430.85	\$443.78	\$457.09	\$470.80
Hair Stylist Department Head	430.85	443.78	457.09	470.80
2nd & Additional Make-Up Artist	407.31	419.53	432.12	445.08
2nd & Additional Hair Stylist	407.31	419.53	432.12	445.08

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

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

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

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

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

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

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

ARTICLE 12. WORKDAY/MINIMUM CALLS

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

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

ARTICLE 13. WORKWEEK

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

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

shall be paid time and one half for the sixth day worked and double time for the seventh day worked.

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

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

If the Employer otherwise shifts the workweek such that the new workweek invades the preceding workweek, and the employee would receive fewer than two (2) consecutive days off in the workweek as a result of a workweek shift, the Employer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek. The employee shall be advised of any shifts in the workweek prior to commencement of that workweek. In no case may the Employer shift the workweek for the sole purpose of avoiding paying for an unworked holiday.

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

ARTICLE 14. OVERTIME

(a) Theatrical Motion Pictures

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

All work performed in excess of eight (8) hours, but less than twelve (12) hours worked, shall be paid at one and one-half

(1½) times the employee's regular basic hourly rate. All work performed after twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate. All work performed after fourteen (14) hours worked shall be paid at two and one-half (2½) times the employee's regular basic hourly rate. All work performed on the sixth consecutive workday in excess of twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate and all work performed in excess of fourteen (14) hours worked shall be paid at two and one-half (2½) times the employee's regular basic hourly rate. All work performed on the seventh consecutive workday in excess of fourteen (14) hours worked shall be paid at two and one-half (2½) times the employee's regular basic hourly rate.

(2) Theatrical Motion Pictures Shooting in Florida, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont and the District of Columbia

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

(b) Television Motion Pictures

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

(c) Overtime shall be payable in one-tenth (1/10) hour units.

ARTICLE 15. REST PERIOD

(a) For employees working on theatrical motion pictures, there shall be 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. 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 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.

(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 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.

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

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

In the New York metropolitan area, when an employee is required to report to a location within the thirty (30) mile zone (as defined in Article 18(a)(1) of this Agreement), and within the area bounded by 125th Street and the Battery, the 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 125th Street and the Battery, the 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 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. The employee is dismissed from work at 7:00 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 rest period begins at 7:30 p.m. 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 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 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. 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 rest period begins at 8:30 p.m. 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).

ARTICLE 16. MEAL PERIODS AND MEALS

(a) Meal periods shall be not less than one-half (½) hour nor more than one (1) hour in length. Not more than one meal period shall be deducted from work time for an employee during the minimum call.

A second meal period may be deducted from work time for those employees who work in excess of the minimum call. The minimum guarantee of work time after an evening meal shall be one and one-half (1½) hours. This guarantee does not apply when such meal is supplied at the Company's expense.

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

(c) The meal interval may be extended by one-half (½) hour (one (1) hour for television) without penalty when used for wrapping up or to complete the camera take(s) in progress, until print quality is achieved. Such extension shall not be scheduled nor automatic.

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

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

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

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

First one-half (½) hour meal delay or fraction thereof	\$10.00
Second one-half (½) hour meal delay or fraction thereof	\$15.00

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

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

First one-half (1/2) hour meal delay or fraction
thereof \$ 6.50

Second one-half (1/2) hour meal delay or fraction
thereof \$ 7.50

Third one-half (1/2) hour meal delay or fraction
thereof \$17.50

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

On television motion pictures shooting in a studio:

First one-half (1/2) hour meal delay or fraction
thereof \$ 7.50

Second one-half (1/2) hour meal delay or fraction
thereof \$ 8.50

Third one-half (1/2) hour meal delay or fraction
thereof \$18.50

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

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

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

(1) A meal need not be provided to employees working at a studio. A "studio" shall be defined as any facility 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.

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

ARTICLE 17. HOLIDAYS

New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day are holidays hereunder. Work performed on any of such holidays shall be computed at double time with a minimum call of eight (8) hours. Any holiday designated by federal statute shall be considered to fall on the day so designated except that any holiday falling on a Saturday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be celebrated on the previous Friday, and any holiday falling on a Sunday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be celebrated on the following Monday. However, any holiday falling on a Saturday in a six (6) day workweek will be celebrated on Saturday.

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

ARTICLE 18. STUDIO, NEARBY AND DISTANT LOCATIONS

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

(1) The Thirty (30) Mile Zone

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

(2) Nearby Locations

Any employee who is required to report to a nearby location (*i.e.*, a location other than a distant (overnight) location which is outside the thirty (30) mile report-to zone) shall be paid mileage based on thirty cents (\$0.30) per mile computed from the perimeter of the area bounded by 125th Street and the Battery to such location and return from such location to the perimeter of such area. In that case, the employee's work time shall commence at the time which results when the amount of time needed to travel to the location either from a mutually-agreed upon point in the area bounded by 125th and the Battery or from the perimeter of the area bounded by 125th Street and the Battery is added to the call time and shall end at the time which results when the amount of time needed to travel from the location to either such mutually-agreed upon point or to the perimeter of the area bounded by 125th Street and the Battery is added to the dismissal time.

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

(b) Distant Locations

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

(2) The employee's necessary traveling expenses, meals and lodging shall be made available at the Company's expense. The

Company shall furnish first class transportation to and from distant locations with first class sleeping accommodations. Tourist travel on a regularly scheduled commercial airline shall be deemed "first class" transportation.

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

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

ARTICLE 18.1. COURTESY HOUSING OR TRANSPORTATION

Upon request of an employee who is required to work in excess of fourteen (14) hours and who advises the Employer that he/she is too tired to drive home safely, Employer shall provide the employee either courtesy housing or round trip transportation from the designated crew parking area to home and return at the Employer's expense.⁴ The Employer shall have no responsibility for the personal vehicle of an employee who elected to use his or her personal vehicle in lieu of Employer-provided transportation.

ARTICLE 19. TRAVEL TIME

(a) For any day of the week (including holidays) on which an employee travels only, the employee shall receive an allowance of four (4) hours of pay at straight time or pay for time actually traveled, whichever is greater, but in no event more than eight (8) hours of pay at straight time.

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

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

⁴ Round trip transportation may include public transportation if reasonable under the circumstances.

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

\$4.00 for breakfast where the call is for 7:00 a.m. or before;
\$5.50 for lunch where the employee works beyond five (5) hours from reporting time; and
\$9.00 for dinner where the employee is not dismissed by 7:00 p.m.

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

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

ARTICLE 20. PENSION AND HEALTH AND WELFARE AND ANNUITY CONTRIBUTIONS

(a) The Pension Fund of Make-up and Hair Stylists, Local #798 (“Local #798 Pension Fund”) is a trust established by an Agreement and Declaration of Trust entered into as of November 1, 1957, for the purpose of paying and/or providing pension or retirement benefits for the persons covered by such Fund. The Local #798 Pension Fund is administered by a Board of eight (8) trustees, four (4) designated by Local #798, and four (4) designated by the companies making contributions thereto.

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

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

(c) The Company shall be obligated to make contributions to the IATSE National Health and Welfare Fund, the Local #798 Pension Fund and the IATSE Annuity Fund as set forth herein.

(1) Theatrical Motion Pictures

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

(A) \$5.57 per hour for each hour worked, up to twelve (12) hours in any day, plus \$32.00 per day (\$33.00 per day effective March 3, 2019 and \$34.00 per day effective March 1, 2020) to the IATSE National Health and Welfare Fund;

(B) \$4.46 per hour for each hour worked, up to twelve (12) hours in any day, plus \$8.00 per day (\$8.50 per day effective March 3, 2019 and \$9.00 per day effective March 1, 2020) to the Local #798 Pension Fund; and

(C) \$18.66 per day (\$19.16 per day effective March 3, 2019 and \$19.66 per day effective March 1, 2020), plus an amount equal to five percent (5%) of the applicable straight time hourly scale rate of pay for all hours worked or guaranteed to the IATSE Annuity Fund.

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

(A) \$5.57 per hour for each hour worked, up to eight (8) hours in any day, plus \$32.00 per day (\$33.00 per day effective March 3, 2019 and \$34.00 per day effective March 1, 2020) to the IATSE National Health and Welfare Fund;

(B) \$4.46 per hour for each hour worked, up to eight (8) hours in any day, plus \$8.00 per day (\$8.50 per day effective March 3, 2019 and \$9.00 per day effective March 1, 2020) to the Local #798 Pension Fund; and

(C) \$18.66 per day (\$19.16 per day effective March 3, 2019 and \$19.66 per day effective March 1, 2020) for each day worked to the IATSE Annuity Fund.

(2) Television Motion Pictures

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

(A) \$5.57 per hour for each hour worked, up to eight (8) hours in any day, plus \$32.00 per day (\$33.00 per day effective March 3, 2019 and \$34.00 per day effective March 1, 2020) to the IATSE National Health and Welfare Fund;

(B) \$3.46 per hour for each hour worked, up to eight (8) hours in any day, plus \$8.00 per day (\$8.50 per day effective March 3, 2019 and \$9.00 per day effective March 1, 2020) to the Local #798 Pension Fund; and

(C) \$10.00 per day (\$10.50 per day effective March 3, 2019 and \$11.00 per day effective March 1, 2020) for each day worked to the IATSE Annuity Fund.

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

(A) \$5.57 per hour for each hour worked, up to eight (8) hours in any day, plus \$32.00 per day (\$33.00 per day effective March 3, 2019 and \$34.00 per day effective March 1, 2020) to the IATSE National Health and Welfare Fund;

(B) \$4.46 per hour for each hour worked, up to eight (8) hours in any day, plus \$8.00 per day (\$8.50 per day effective March 3, 2019 and \$9.00 per day effective March 1, 2020) to the Local #798 Pension Fund; and

(C) \$10.00 per day (\$10.50 per day effective March 3, 2019 and \$11.00 per day effective March 1, 2020) for each day worked to the IATSE Annuity Fund.

(iii) For Make-up Artists and Hair Stylists employed on television motion pictures in New York, New Jersey and Connecticut, in lieu of an hourly contribution to the IATSE National Health and Welfare Fund and the Local #798 Pension Fund and a separate IATSE Annuity Fund contribution, the Company shall make an aggregate contribution to the IATSE National Health and Welfare Fund, the Local #798 Pension Fund and the IATSE Annuity Fund of \$141.00 per day effective March 1, 2019 (allocated \$69.00 per day to the IATSE National Health and Welfare Fund, \$52.34 per day to the Local #798

Pension Fund and \$19.66 per day to the IATSE Annuity Fund for the period March 1, 2019 to and including March 2, 2019), \$143.00 per day effective March 3, 2019 (allocated \$70.00 per day to the IATSE National Health and Welfare Fund, \$52.84 per day to the Local #798 Pension Fund and \$20.16 per day to the IATSE Annuity Fund for the period March 3, 2019 to and including February 29, 2020) and \$145.00 per day effective March 1, 2020 (allocated \$71.00 per day to the IATSE National Health and Welfare Fund, \$53.34 per day to the Local #798 Pension Fund and \$20.66 per day to the IATSE Annuity Fund for the period March 1, 2020 to and including February 27, 2021).

(3) The total contribution rates in subparagraphs (c)(1) and (2) above shall be increased by \$3.00 per day effective February 28, 2021. Allocation of this contribution rate increase among the Local #798 Pension Fund, the IATSE National Health and Welfare Fund and/or the IATSE Annuity Fund shall be subject to the mutual agreement of the bargaining parties at least 120 days prior to the effective date of such increase. With respect to the aggregate contribution rate set forth in subparagraph (c)(2)(iii) above, unless the parties agree otherwise, not less than two-thirds of any amount in excess of \$70.00 per day shall be allocated to the Local #798 Pension Fund and not less than one-third of any amount in excess of \$70.00 per day shall be allocated to the IATSE National Health and Welfare Fund.

(d) Contributions to the IATSE National Health and Welfare Fund and the Local #798 Pension Fund as herein provided shall be due and payable on the first day of each month. The Company agrees that, upon making each monthly payment to the Health and Welfare Fund and Pension Fund as hereinabove provided, it will also furnish a statement setting forth the names of the Make-up Artists and Hair Stylists on whose account the contributions covered are being made and the dates of their employment. If so required by the trustees, such statements shall be on forms furnished by the Funds and copies of same shall be sent simultaneously to Local #798.

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

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

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

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

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

(j) The bargaining parties hereby recommend to the trustees of the Local #798 Pension Fund that future pension benefit increases be based upon a funding margin of seven percent (7%) to ten percent (10%) (as measured by withdrawal liability standards for PBGC purposes, but using the Fund's interest rate assumption for actuarial purposes). The bargaining parties recognize, however, that the trustees must take into account other considerations in making benefit improvements, and that the foregoing is not intended to interfere with the trustees' fiduciary obligations to discharge their duties solely in the interest of the Pension Fund's participants and beneficiaries.

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

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

ARTICLE 22. EMPLOYMENT REQUIREMENTS

(a) No person other than a Make-up Artist or Hair Stylist employed by the Company and represented by Local #798 and working under the terms of this Agreement shall perform any of the duties or functions involved in make-up or hair dressing as defined in Article 1(e) above (as such terms are customarily understood in the motion picture industry in the United States).

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

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

ARTICLE 23. HAZARDOUS WORK

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

ARTICLE 24. COLD AND WET WORK

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

ARTICLE 25. WORKING ACCOMMODATIONS

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

ARTICLE 26. SCREEN CREDIT

Screen credit shall be given to the Make-up Artist and Hair Stylist whenever other technical credits are given.

ARTICLE 27. VIEWING RUSHES

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

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

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

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

(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 (snow, sleet, ice storms, 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 snow, sleet, ice storms 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. 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 ($\frac{1}{3}$) of the “per day” rate.

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

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

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

ARTICLE 29. PAYMENT OF WAGES

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

ARTICLE 30. MONTHLY WAGE REPORT

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

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

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

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

ARTICLE 31. BOX RENTAL

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

ARTICLE 32. PREP TIME

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

ARTICLE 33. IATSE TRAINING TRUST FUND

(a) Employer shall contribute to the IATSE Training Trust Fund forty dollars (\$40.00) for each shooting day on which the Employer employs an individual in New York, New Jersey or Connecticut under the terms of this Agreement, with a maximum contribution of two thousand five hundred dollars (\$2,500) per calendar year per Employer. An Employer will be deemed to have reached the maximum contribution

to the IATSE Training Trust Fund of two thousand five hundred dollars (\$2,500) per calendar year under this subparagraph (a) when the total contribution by Employers within the same corporate family as the Employer has reached two thousand five hundred dollars (\$2,500) per calendar year. Contributions hereunder shall be due within ninety (90) days following receipt of an invoice from the IATSE Training Trust Fund to be sent after the end of the calendar year.

(b) Employer shall contribute to the IATSE Training Trust Fund fifteen cents (\$0.15) per hour for each hour worked, up to a maximum of twelve (12) hours per day, by an employee employed under Part III of this Agreement, but outside New York, New Jersey and Connecticut (*i.e.*, for each employee employed in Delaware, Florida, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont or the District of Columbia).

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

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

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

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

ARTICLE 34. WORKDAY

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

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

ARTICLE 35. WORKWEEK

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

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

ARTICLE 36. OVERTIME AND PREMIUM PAY

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

(b) For all hours worked in excess of twelve (12) hours of work on any work day, 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.

(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.

**ARTICLE 37. PENSION FUND, HEALTH AND WELFARE
FUND AND ANNUITY FUND CONTRIBUTION**

The Company shall be obligated to make contributions to the IATSE National Health and Welfare Fund, the Pension Fund of Make-up Artists and Hair Stylists, Local #798 (“Local #798 Pension Fund”) and the IATSE Annuity Fund as set forth herein.

(a) Theatrical Motion Pictures

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

(i) \$5.57 per hour for each hour worked, up to eight (8) hours in any day, plus \$32.00 per day (\$33.00 per day effective March 3, 2019 and \$34.00 per day effective March 1, 2020) to the IATSE National Health and Welfare Fund;

(ii) \$4.46 per hour for each hour worked, up to eight (8) hours in any day, plus \$8.00 per day (\$8.50 per day effective March 3, 2019 and \$9.00 per day effective March 1, 2020) to the Local #798 Pension Fund; and

(iii) \$18.66 per day (\$19.16 per day effective March 3, 2019 and \$19.66 per day effective March 1, 2020) for each day worked to the IATSE Annuity Fund.

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

(i) \$5.57 per hour for each hour worked, up to eight (8) hours in any day, plus \$32.00 per day (\$33.00 per day effective March 3, 2019 and \$34.00 per day effective March 1, 2020) to the IATSE National Health and Welfare Fund;

(ii) \$4.46 per hour for each hour worked, up to eight (8) hours in any day, plus \$8.00 per day (\$8.50 per day effective March 3, 2019 and \$9.00 per day effective March 1, 2020) to the Local #798 Pension Fund; and

(iii) \$10.00 per day (\$10.50 per day effective March 3, 2019 and \$11.00 per day effective March 1, 2020) for each day worked to the IATSE Annuity Fund.

(b) Television Motion Pictures

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

(1) \$5.57 per hour for each hour worked, up to eight (8) hours in any day, plus \$32.00 per day (\$33.00 per day effective March 3, 2019 and \$34.00 per day effective March 1, 2020) to the IATSE National Health and Welfare Fund;

(2) \$3.46 per hour for each hour worked, up to eight (8) hours in any day, plus \$8.00 per day (\$8.50 per day effective March 3, 2019 and \$9.00 per day effective March 1, 2020) to the Local #798 Pension Fund; and

(3) \$10.00 per day (\$10.50 per day effective March 3, 2019 and \$11.00 per day effective March 1, 2020) for each day worked to the IATSE Annuity Fund.

(c) The total contribution rates in subparagraphs (a) and (b) above shall be increased by \$3.00 per day effective February 28, 2021. Allocation of this contribution rate increase among the Local #798 Pension Fund, the IATSE National Health and Welfare Fund and/or the IATSE Annuity Fund shall be subject to the mutual agreement of the bargaining parties at least 120 days prior to the effective date of such increases.

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

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

ARTICLE 38. REST PERIODS

(a) For employees working on theatrical motion pictures, there shall be 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. 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 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.

(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 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.

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.

(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:

Breakfast	\$10.00
Lunch	\$14.00
Dinner	<u>\$27.00</u>
Total Per Diem	\$51.00

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

ARTICLE 40. LIABILITY INSURANCE

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

ARTICLE 41. IDLE PAY

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

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

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 (½) hour meal delay or fraction thereof	\$7.50
--	--------

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

Third and each succeeding one-half (1/2) hour meal delay or fraction thereof \$12.50

(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 (1/2) hour meal delay or fraction thereof \$8.50

Second one-half (1/2) hour meal delay or fraction thereof \$11.00

Third and each succeeding one-half (1/2) hour meal delay or fraction thereof \$13.50

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

ARTICLE 43. HOLIDAYS

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

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

There shall be no pay for any holiday not worked for employees working on long-form television productions, pilots, the first season of any one-hour television series or the first and second production seasons of any dramatic series made for basic cable or The CW. Pay for any

holiday not worked for employees working on the third production season of any dramatic series made for basic cable or The CW shall be calculated on the basis of four (4) hours (at the employee's regular straight time hourly rate). Thereafter, pay for any holiday not worked shall be as provided in the foregoing paragraph.

Work on any holiday shall be paid at a premium rate in accordance with Article 36(c) above.

ARTICLE 44. TRAVEL

(a) Production Zone: The "production zone" is defined as the area within a circle which has a radius of thirty (30) miles measured from the Employer's production office.

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

(c) Mileage Allowance: Unless transported 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.

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

(e) Local and Nearby Hires: Local and Nearby Hires shall be paid "set to set." 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.

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

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

actually traveled, whichever is greater, but in no event more than eight (8) hours of pay at straight time.

ARTICLE 44.1 COURTESY HOUSING OR TRANSPORTATION

Upon request of an employee who is required to work in excess of fourteen (14) hours and who advises the Employer that he/she is too tired to drive home safely, Employer shall provide the employee either courtesy housing or round trip transportation from the designated crew parking area to home and return at the Employer's expense.⁵ The Employer shall have no responsibility for the personal vehicle of an employee who elected to use his or her personal vehicle in lieu of Employer-provided transportation.

ARTICLE 45. PAYMENT OF WAGES

Wages must be paid to employees no later than the Friday following the end of each production workweek.

ARTICLE 46. HAZARDOUS WORK

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

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

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

⁵ Round trip transportation may include public transportation if reasonable under the circumstances.

ARTICLE 47. CANCELLATION OF CALLS AND WEATHER-PERMITTING CALLS

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

(b) (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). 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 (snow, sleet, ice storms, 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 snow, sleet, ice storms 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. 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, 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.

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

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

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

ARTICLE 48. IATSE TRAINING TRUST FUND

Employer shall contribute to the IATSE Training Trust Fund fifteen cents (\$0.15) per hour for each hour worked, up to a maximum of twelve (12) hours per day, by an employee employed under Part IV of this Agreement (*i.e.*, for each employee employed in Georgia, Louisiana, Maryland, North Carolina, South Carolina, Virginia or West Virginia).

ARTICLE 49. MONTHLY WAGE REPORTS AND NEW HIRE LIST


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

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

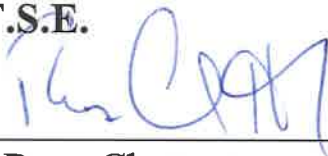
Should the Company fail to provide these reports as required, the Union will contact the Company to allow the Company to cure any non-compliance.

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

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

By:  Date: February 15, 2020
Carol A. Lombardini
President, AMPTP

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

By:  Date: 2/9/2020
Rose Chatterton
President

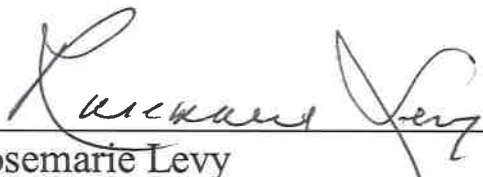
By:  Date: 2/9/2020
Rosemarie Levy
Business Representative

EXHIBIT "1"

Companies Represented by the AMPTP in 2019 Local #798 Negotiations

1440 Productions LLC	New Line Productions, Inc. New Regency Productions, Inc.
ABC Studios	
ABC Signature Studios, Inc.	Olive Avenue Productions LLC
ABC Studios New York, LLC	On the Brink Productions, Inc.
Adobe Pictures, Inc.	Open 4 Business Productions LLC
Ambient Sounds Productions LLC	Orange Cone Productions LLC
Big Indie Pictures, Inc.	Pacific 2.1 Entertainment Group, Inc.
Bonanza Productions, Inc.	Palladin Productions, LLC
	Paramount Pictures Corporation
CBS Films Inc.	Patch Bay Productions LLC
CBS Studios Inc.	Picrow, Inc.
Columbia Pictures Industries, Inc.	Picrow Features Inc.
	Picrow Streaming Inc.
Delta Blues Productions LLC	PP21 Productions LLC
DW Studios Productions L.L.C.	
Eye Productions Inc.	S&K Pictures, Inc.
	Salty Pictures, Inc.
Film 49 Productions, Inc.	San Vicente Productions, Inc.
Focus Features Productions LLC	Screen Gems Productions, Inc.
FTP Productions, LLC	
	Turner Films, Inc.
GWave Productions, LLC	TVM Productions, Inc.
	Twentieth Century Fox Film Corporation
Hop, Skip & Jump Productions, Inc.	
Horizon Scripted Television Inc.	Universal Content Productions LLC
Hostage Productions, Inc.	Universal Pictures, A Division of Universal City Studios LLC
Jay Squared Productions, LLC	
Kapital Productions, LLC	Warner Bros. Pictures
Kenwood TV Productions, Inc.	Warner Bros. Television Production
Kiki Tree Pictures, Inc.	Warner Specialty Productions Inc.
Main Gate Productions, LLC	YNFS Productions LLC
Marvel Picture Works LLC	
Mesquite Productions, Inc.	
Metro-Goldwyn-Mayer Pictures Inc.	
MGM Television Entertainment Inc.	
Minim Productions, Inc.	

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403
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Carol A. Lombardini
President

Direct: 818.935.5930

EXHIBIT A

April 1, 1988
Reissued April 1, 1991
Reissued July 1, 1994
Reissued July 1, 1997
Reissued December 29, 2002
Reissued March 1, 2007
Reissued March 1, 2010
Revised March 1, 2013
Revised March 1, 2016
Renewed March 1, 2019

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

Attention: Rose Chatterton, President
Rosemarie Levy, Business Representative

Dear Rose and Rosemarie:

This letter shall supplement the Major Film Theatrical and Television Series Agreement (hereinafter the "Local #798 Agreement") by and between Make-up Artists and Hair Stylists, Local #798, IATSE (hereinafter the "Union"), and the Alliance of Motion Picture and Television Producers, on behalf of the Companies listed in Exhibit "1" to the 2019 Local #798 Agreement (hereinafter collectively the "Company"), effective March 1, 2019 to and including February 28, 2022.

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

1. The Company, at its option, may engage a Make-up Artist and/or Hair Stylist under the Producer - I.A.T.S.E. and M.P.T.A.A.C. Agreements (hereinafter the "Hollywood Agreements") whose employment(s) shall not be covered by the terms of the Local #798 Agreement, provided that if the Company engages only a Make-up Artist under the Hollywood Agreements, it shall engage another Make-up Artist whose employment is covered by the Local #798 Agreement and, if the Company engages only a Hair Stylist under the Hollywood Agreements, it shall engage another Hair Stylist whose employment is covered by the Local #798 Agreement and if the Company engages a Make-up Artist and a Hair Stylist under the Hollywood Agreements, it shall engage either a Make-up

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

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

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

4. The terms and conditions of this letter shall not apply to New York City based productions and shall not apply when Make-up Artists and/or Hair Stylists and the Director of Photography are the only crew members working in the geographic jurisdiction of the Local #798 Agreement for which the Company engages employees under the Hollywood Agreements.

5. The parties agree that disputes concerning the terms and conditions of this Exhibit A are not subject to the grievance and arbitration procedures set forth in Article 2, "Arbitration," of the Local #798 Agreement. Instead, any dispute between the parties shall be submitted for final resolution to the President of the IATSE and to the Chair of the Employers' Bargaining Committee, Carol Lombardini.

Exhibit A
Page 3

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

Very truly yours,




Carol A. Lombardini

ACCEPTED AND AGREED:

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

By: 

Rose Chatterton

By: 

Rosemarie Levy

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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Carol A. Lombardini
President

Direct: 818.935.5930

EXHIBIT B

April 1, 1988
Reissued April 1, 1991
Reissued July 1, 1994
Reissued July 1, 1997
Reissued December 29, 2002
Reissued March 1, 2007
Reissued March 1, 2010
Reissued March 1, 2013
Revised March 1, 2016
Renewed March 1, 2019

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

Attention: Rose Chatterton, President
Rosemarie Levy, Business Representative

Dear Rose and Rosemarie:

This letter shall supplement the Major Film Theatrical and Television Series Agreement by and between Make-up Artists and Hair Stylists, Local #798, IATSE and the Alliance of Motion Picture and Television Producers, on behalf of the Companies listed in Exhibit "1" to the 2019 Local #798 Major Film Theatrical and Television Series Agreement (hereinafter collectively "the Company"), effective March 1, 2019 through and including February 28, 2022.

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

This will acknowledge that, notwithstanding the deletion of the second paragraph of Article III, Rates of Pay, relating to the employment of staff employees, the Union shall retain jurisdiction over staff employment and, in the event that the Company shall hereafter engage staff employees who would have been covered by the aforesaid provision then, the Company and the Union shall enter into good faith negotiations with respect to the rates of pay and terms of conditions applicable to said staff employees.

Exhibit B
Page 2

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

Very truly yours,



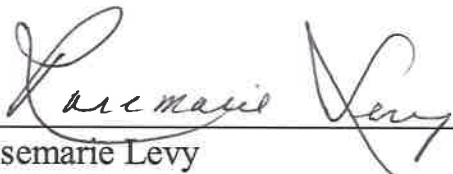
Carol A. Lombardini

ACCEPTED AND AGREED:

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

By: 

Rose Chatterton

By: 

Rosemarie Levy

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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Carol A. Lombardini
President

Direct: 818.935.5930

EXHIBIT C

March 1, 2010
Revised March 1, 2013
Revised March 1, 2016
Revised March 1, 2019

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

Attention: Rose Chatterton, President
Rosemarie Levy, Business Representative

Re: Productions Made for New Media

Dear Rose and Rosemarie:

This Sideletter confirms the understanding of Make-up Artists and Hair Stylists, Local #798 (hereinafter "Local #798"), on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Employers which it represented in the negotiations for a successor agreement to the 2016 Local #798 Major Film Theatrical and Television Series Agreement listed in Exhibit "1" to the 2019 Local #798 Agreement (hereinafter referred to individually as "the Employer" and collectively as "the Employers"), on the other hand (collectively "the parties"), concerning the terms and conditions applicable to the production of entertainment motion pictures of the type that have traditionally been covered under the Make-up Artists and Hair Stylists, Local #798, Major Film Theatrical and Television Series Agreement with Major Producers (hereinafter "the Local #798 Agreement") that are made for the Internet, mobile devices, or any other new media platform in existence as of March 1, 2010 (hereinafter collectively referred to as "New Media").¹ With respect to such productions intended for initial use in New Media, the parties agree as follows:

When the parties entered into the 2016 negotiations, they mutually understood that the economics of New Media production were uncertain and that greater flexibility in terms and conditions of employment was therefore mutually beneficial. The parties understood that if one or more business models developed such that New Media production became an economically viable medium, then the parties would mutually recognize that fact in future agreements.

¹ This Sideletter applies to the production of certain types of programs intended for initial use in New Media and does not cover work involved in the selection of content for, design or management of any website or any other New Media platform on which productions made for New Media appear.

During the 2019 negotiations, in recognition of emerging subscription video-on-demand services exhibiting mid-budget and high budget dramatic productions, the parties agreed to modify the terms and conditions for “mid-budget” dramatic productions made for subscription video-on-demand consumer pay New Media platforms as provided in Paragraph D. below and the terms and conditions for “high budget” dramatic productions made for subscription video-on-demand consumer pay New Media platforms as provided in Paragraph F. below.

A. Recognition

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

B. Coverage

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

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

² The exclusion of news, sports and documentary productions made for new media tracks language in the Sideletter re Productions Made for New Media in the 2018 Producer – IATSE Basic Agreement and is included here for the sake of uniformity and completeness, notwithstanding the fact that news, sports and documentaries may not be motion pictures of the type traditionally covered under the Local #798 Agreement. The parties agree that no inference should be drawn from this language as to whether the Local #798 Agreement has traditionally covered these types of productions.

(30) or more days of work experience within the last three (3) years, either alone or in combination, under the West Coast Studio Local Agreement covering that classification, the Videotape Agreement or on New Media Productions covered under this Sideletter or the corresponding Sideletter in the Basic or Videotape Agreements.³ With respect to any employee working in the respective classifications and geographic scope of any other industry-wide Agreement described in the first sentence of this paragraph, such employees shall include any person who has thirty (30) or more days of work experience within the last three (3) years under any such Agreement and/or on New Media Productions covered under any such Agreement.⁴ Notwithstanding the preceding two sentences, in determining whether fewer than four (4) such employees are employed on the production, the following employees shall not be counted: employees not specifically charged to the production or who are included in general overhead; script coordinators and writers' room assistants; projectionists and in-house publicists (but not unit publicists); and employees engaged in post-production or distribution functions, including, but not limited to, editing and looping regardless of where or when those functions are performed, but excluding the editor, provided that such editor is working in conjunction with the shooting company.

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

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

³ The Employer shall be entitled to rely on the representation of the employee as to whether he or she meets the "thirty (30) or more days of work experience within the last three (3) years" requirement.

⁴ The Employer shall be entitled to rely on the representation of the employee as to whether he or she meets the "thirty (30) or more days of work experience within the last three (3) years" requirement.

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

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

C. Terms and Conditions of Employment on Derivative New Media Productions (Other Than a "High Budget" Derivative New Media Production Made for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform ("High Budget SVOD Program"))

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

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

In all other situations, terms and conditions of employment on a Derivative New Media Production (other than a "High Budget SVOD Program" as defined in Paragraph F. below) are freely negotiable between the employee and the Employer, except for those provisions identified in Paragraph E. below.

D. Terms and Conditions of Employment on Original New Media Productions (Other Than a "High Budget SVOD Program")

(1) Terms and conditions of employment on Original New Media Productions (other than a "Mid-Budget SVOD Program" as defined in Paragraph D.(2) below and other than an Original "High Budget SVOD Program" as defined in Paragraph F. below) are freely negotiable between the employee and the Employer, except for those provisions identified in Paragraph E. below.

(2) (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 "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 programs or episodes, then such additional programs or episodes shall be subject to this Paragraph D.(2).⁵

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.(2)(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”):

⁵ 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.

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

(c) Terms and Conditions

The terms and conditions for employees employed on a Mid-Budget SVOD Program shall be those set forth in the 2019 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 periods prior to the period in question (*e.g.*, during the period March 1, 2020 to February 28, 2021, the wage rates for the period March 4, 2018 to March 2, 2019 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. Other Provisions (For Other Than a "High Budget SVOD Program")

(1) Union Security

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

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

(2) Pension, Health and Welfare and Annuity Funds

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

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

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

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

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

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

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

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

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

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

(3) Preference of Employment

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

(4) Grievance and Arbitration

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

(5) Staffing

It is expressly understood and agreed that there shall be no staffing requirements on Productions made for New Media and that there will be full interchange of job functions among employees, so that a single employee may be required to perform the functions of multiple job classifications.

(6) No Strike, No Lockout

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

(7) Call Sheet

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

(8) No Other Terms Applicable

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

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

(1) Prospective Application

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

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

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

Any program or series described in subparagraphs (a) or (b) above shall continue to be subject to the terms of the Sideletter Re: Productions Made for New Media under the 2013 Local #798 Major Film Theatrical and Television Series Agreement or the 2013 Local #798 Supplemental Digital Production Agreement. However, with respect to any such program or series described in subparagraphs (a) or (b) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after June 1, 2016 and the Employer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then such additional programs or episodes shall be subject to the terms of this Sideletter.

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

(2) "High Budget SVOD Programs" Defined

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

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

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

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

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

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

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

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

(4) Terms and Conditions

(a) The terms and conditions for employees employed on High Budget SVOD Programs in Tier 1, as defined in subparagraph (3) above, that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada shall be as set forth in the 2019 Local #798 Major Film Theatrical and Television Series Agreement or the 2019 Local #798 Supplemental Digital Production Agreement, as applicable, including all Sideletters, for a television motion picture, subject to the following:

(i) The minimum rates set forth in the 2019 Local #798 Major Film Theatrical and Television Series Agreement shall apply to High Budget SVOD Programs, except that rates in the Supplemental Digital Production Agreement shall apply to digitally-recorded High Budget SVOD Programs of the type which, if produced for television, would be considered “non-prime time,” such as *iCarly* and *Saved by the Bell*.

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

(iii) The wage rates, fringe rates and working conditions applicable to theatrical motion pictures, as set forth in the Local #798 Major Film Theatrical and Television Series Agreement, shall apply to a live action High Budget SVOD Program that is 96 minutes or more in length and budgeted at over \$30 million (to be increased by the wage increases in each year of the Agreement)⁶ (other than a pilot, episode of a series or part of a mini-series) and that is intended primarily for use on a subscription consumer pay video-on-demand new media service with 20 million or more subscribers in the United States and Canada.⁷

⁶ The budget for such a live action High Budget SVOD Program increases to over \$30,900,000 effective March 1, 2020 and to over \$31,827,000 effective February 28, 2021.

⁷ The budget shall be determined by the production costs, including the “above” and “below the line” costs and “pre-production” and “post-production” costs. Production costs shall not include: (a) the costs of the premium for a completion bond; (b) a contingency fund not to exceed ten percent (10%) of the budget; (c) costs reimbursed by insurance; and (d) overages caused by a *force majeure* event or governmental action. The IATSE has been granted the right under the Producer-IATSE Basic Agreement to review a report of the actual expenditures of the production (“Final Expenditure Report”) and such other relevant materials as the IATSE may require which show the actual cost of the production. Local #798 may request that the IATSE conduct such review and make a determination of whether the budget is over the budget threshold set forth in Paragraph F.(4)(a)(iii). In the event that the IATSE refuses to do so, Local #798 reserves its right to conduct such review. All information received or reviewed by representatives of Local #798 or retained professionals shall be confidential and neither Local

The foregoing applies only to a High Budget SVOD Program that is subject to a license agreement entered into on or after August 1, 2019 (or, in the absence of a license agreement, the principal photography of which commences on or after August 1, 2019).

(b) The terms and conditions for employees employed on High Budget SVOD Programs in Tier 2, as defined in subparagraph (3) above, that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada, or on High Budget SVOD Programs that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada, shall be as provided in the 2019 Local #798 Major Film Theatrical and Television Series Agreement or the 2019 Local #798 Supplemental Digital Production Agreement, as applicable, including all Sideletters, for a television motion picture, subject to the following:

(i) Minimum Rates⁸

(A) The minimum rates for employees employed in New York, New Jersey and/or Connecticut on any one-time High Budget SVOD Program, High Budget SVOD pilot and during the first season of any High Budget SVOD series shall be as provided in Article 11(a)(3) of the 2019 Local #798 Major Film Theatrical and Television Series Agreement. During the second season and subsequent production seasons of any High Budget SVOD series, the minimum rates set forth in Article 11(a)(2) of the 2019 Local #798 Major Film Theatrical and Television Series Agreement shall apply.

(B) The minimum rates for employees employed in Delaware, the District of Columbia, Florida, Georgia, Louisiana, Maine, Maryland, Massachusetts, New Hampshire, North Carolina, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia and/or West Virginia on any one-time High Budget SVOD Program, High Budget SVOD pilot and during the first season of any High Budget SVOD series shall be the rates set forth in Article 11(a)(3) of the 2019 Local #798 Major Film Theatrical and Television Series Agreement, reduced by 10%. During the second and third season of any High Budget SVOD series, the minimum rates for such employees shall lag the rates set forth in Article 11(a)(2) by one year. Thereafter, the minimum rates shall be as set forth in Article 11(a)(2) of the 2019 Local #798 Major Film Theatrical and Television Series Agreement.

#798 nor its representatives or retained professionals shall disclose any such information except as necessary to enforce their rights under this Agreement.

⁸ Rates in the Supplemental Digital Production Agreement shall apply to digitally-recorded High Budget SVOD Programs of the type which, if produced for television, would be considered “non-prime time,” such as *iCarly* and *Saved by the Bell*.

(ii) Working Conditions

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

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

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

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

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

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

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

(B) High Budget SVOD Programs 36 Minutes or More in Length - The working conditions applicable to High Budget SVOD Programs that are 36 minutes or more in length shall be as provided in Part III of the 2019 Local #798 Major Film Theatrical and Television Series Agreement for employees employed in Connecticut, Delaware, Florida, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and the District of Columbia or as provided in Part IV of the 2016 Local #798 Major Film Theatrical and Television Series Agreement for employees employed in Georgia, Louisiana, Maryland, North Carolina, South Carolina, Virginia and West Virginia, except:

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

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

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

(5) The number of subscribers in the United States and Canada shall be determined as of July 1st of each year of the Agreement. For a High Budget SVOD series, the number of subscribers that applies to the first episode of the season shall apply to the entire season.

G. The International Alliance of Theatrical Stage Employees ("IATSE") has been granted the right under the Producer-IATSE Basic Agreement to review the budget of a covered new media production solely for the purpose of determining whether the covered new media production falls within the definition of a Mid-Budget SVOD Program as set forth in Paragraph D.(2) above or a High Budget SVOD Program, and, if so, whether the production meets the budget break in Tier 1 or Tier 2 as set forth in Paragraph F.(3) above. Local #798 may request that the IATSE conduct such review and make such determination. In the event that the IATSE refuses to do so, Local #798 reserves its right to conduct such review. All information received or reviewed by representatives of Local #798 shall be kept confidential, and neither Local #798 nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

H. "Sunset" Clause

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

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

Very truly yours,



Carol A. Lombardini

ACCEPTED AND AGREED:

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

By: 

Rose Chatterton

By: 

Rosemarie Levy

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

Carol A. Lombardini
President

Direct: 818.935.5930

EXHIBIT D

March 1, 2013
Reissued March 1, 2016

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

Attention: Rose Chatterton, President
Rosemarie Levy, Business Representative

Re: Safety

Dear Rose and Rosemarie:

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

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


Very truly yours,



Carol A. Lombardini

ACCEPTED AND AGREED:

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

By: 
Rose Chatterton

By: 
Rosemarie Levy

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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

Carol A. Lombardini
President

Direct: 818.935.5930

EXHIBIT E

March 1, 2013

Reissued March 1, 2016

Make-up Artists and Hair Stylists

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

70 W. 36th Street, Suite 4A

New York, New York 10018

Attention: Rose Chatterton, President

Rosemarie Levy, Business Representative

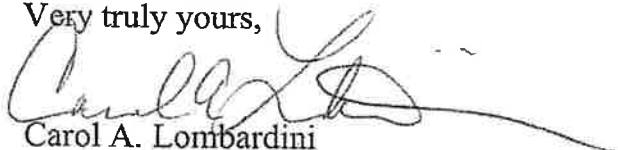
Re: Work Performed Outside the United States and its Territories

Dear Rose and Rosemarie:

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

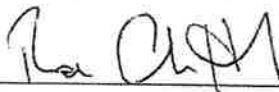
If the foregoing comports with your understanding of our agreement, please so indicate by executing the sideletter in the space reserved for your signature.

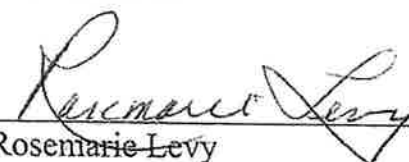
Very truly yours,


Carol A. Lombardini

ACCEPTED AND AGREED:

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

By: 
Rose Chatterton

By: 
Rosemarie Levy