LOCAL MEMORANDUM OF AGREEMENT OF AUGUST 1, 2024 BETWEEN ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS AND INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA <u>AND LOCAL #706 THEREOF</u>

THIS LOCAL MEMORANDUM OF AGREEMENT IS BETWEEN THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA AND MAKE-UP ARTISTS AND HAIR STYLISTS GUILD, LOCAL #706, I.A.T.S.E., ON THE ONE HAND, AND THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT "A" ATTACHED HERETO AND THOSE PRODUCERS WHICH HAVE EFFECTIVELY CONSENTED TO BE A PART OF THE SINGLE MULTI-EMPLOYER BARGAINING UNIT, ON THE OTHER HAND. THIS MEMORANDUM OF AGREEMENT IS EFFECTIVE AS OF AUGUST 1, 2024, OR THE FIRST SUNDAY FOLLOWING THE BUSINESS DAY ON WHICH THE AMPTP RECEIVES NOTICE OF RATIFICATION, WHICHEVER IS LATER, UNLESS A CONTRARY DATE IS SPECIFIED, IN WHICH CASE SUCH PROVISION SHALL BE EFFECTIVE AS OF THE DATE SO SPECIFIED.

PROVISIONS

1. This Local Memorandum of Agreement along with any attachments or exhibits reflects the understanding reached between the parties and will be supplemented and/or modified to include appropriate changes and effective dates contained in the executed 2024 General Memorandum of Agreement.

2. All agreements are subject to the terms and conditions of any agreed-upon extensions.

3. All agreements are subject to final agreement in General Negotiations and to ratification and execution by the parties.

4. All issues not resolved herein are withdrawn.

EFFECT OF CHANGES

This Local Memorandum of Agreement and the applicable provisions of the General Memorandum of Agreement along with the remaining unchanged provisions of the 2021 Local Agreement shall be deemed to be the 2024 Local Agreement until such time as the Local Agreement can be amended in accordance with the changes contained in the Local and General Memorandum of Agreement.

WITNESSETH:

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

1. Uniformity in Hair Stylist/Make-up Artist Rates (706-U-01)

- a. Effective [August 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], modify the minimum wage rates in the following classifications:
 - i. The per hour minimum wage rate in all daily and weekly wage schedules for Occ. Code #5741 (Hair Stylist Department Head) shall match the per hour minimum wage rate in the corresponding daily and weekly wage schedules for Occ. Code #5700 (Make-up Department Head). In the case of a Hair Stylist Department Head (Occ. Code #5741) employed on an "on call" basis, the weekly "on call" rate shall match the applicable weekly "on call" rate of Occ. Code #5700 (Make-up Department Head).
 - ii. The per hour minimum wage rate in all daily and weekly wage schedules for Occ. Code #5742 (Assistant Hair Stylist Department Head) shall match the per hour minimum wage rate in the corresponding daily and weekly wage schedules for Occ. Code #5702 (Assistant Make-up Department Head).
 - The per hour minimum wage rate in all daily and weekly wage schedules for Occ. Code #5751 (Hair Stylist) shall match the per hour minimum wage rate in the corresponding daily and weekly wage schedules for Occ. Code #5721 (Make-up Artist).
 - iv. The per hour minimum wage rate in all daily and weekly wage schedules for Occ. Code #1836 (Hair Stylist Department Head) shall match the per hour minimum wage rate in the corresponding daily and weekly wage schedules for Occ. Code #1834 (Make-up Department Head).
 - v. Change the title of Occ. Code #1835 to "Make-Up Artist." The per hour minimum wage rate in all daily and weekly wage schedules for Occ. Code #1837 (Hair Stylist) shall match the per hour minimum wage rate in the corresponding daily and weekly wage schedules for Occ. Code #1835 (Make-Up Artist).
- b. Effective [August 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], change the Schedule applicable to employees employed on a weekly basis (other than on an "on call" basis) for Occ. Code # 5741 (Hair Stylist Department Head), Occ. Code

5742 (Assistant Hair Stylist Department Head), Occ. Code # 5751 (Hair Stylist) and Occ. Code 5752 (Hair Stylist Trainee) as follows:

- i. <u>Paragraph 1(a)(1)(i), 1(a)(2)(i) and 1(a)(3)(i) (*i.e.*, studio minimum wage scales for employees employed on motion pictures other than one-half hour prime time dramatic television motion pictures recorded digitally) Move from Schedule B (weekly guarantee of 48.6 cumulative hours, with time and one-half after 48.6 hours in a week, and a minimum call of 8 hours) to Schedule C (weekly guarantee of 54 cumulative hours, with time and one-half after 54 hours in a week, and a minimum call of 9 hours).</u>
- ii. Paragraph 1(a)(1)(ii), 1(a)(2)(ii) and 1(a)(3)(ii) (*i.e.*, studio minimum wage scales for employees employed on one-half hour prime time dramatic television motion pictures recorded digitally) Move from Schedule B-3 (weekly guarantee of 45 cumulative hours, with time and one-half after 48.6 hours in a week, and a minimum call of 8 hours) to Schedule C-1 (weekly guarantee of 50 cumulative hours, with time and one-half after 54 hours in a week, and a minimum call of 8 hours).

2. Safety and Parking

Producers agree to distribute the following bulletin to the appropriate production personnel:

"During the 2024 negotiations with Local 706, the Union and the Producers discussed safety concerns arising from the fact that Hair Stylists and Make-up Artists are often some of the first employees to come to work in the morning and some of the last employees to leave at night. As a result, those employees frequently find themselves walking alone to or from a parking lot in the dark. Often, they are also transporting their kit, sometimes over unpaved surfaces with uneven terrain. Local 706 expressed concerns about safety, both because the employees are often alone and because the combination of darkness and uneven terrain makes footing uncertain, particularly in locations where the streets and/or parking lot are not well lit.

"Productions must be cognizant of the safety of Make-up Artists and Hair Stylists upon their arrival and departure. When the conditions described in the preceding paragraph exist, productions should offer these employees an escort and/or transportation to and from their cars, to the extent it is reasonably practicable to do so. Make-up Artists and Hair Stylists should also feel free to ask for these services if they have safety concerns. Furthermore, production security or other production personnel should be present and ready to assist Make-up Artists and Hair Stylists who are arriving early and leaving late."

3. Notating NDBs

Producers agree to distribute the following bulletin to the appropriate production personnel:

"During the 2024 negotiations with Local 706, the Union raised a concern that Hair Stylists and Make-up Artists are sometimes asked to notate on their time cards that they have taken a non-deductible breakfast ("NDB") when in fact they have not. The Union also reported that other employees sometimes mark an NDB on the Hair Stylists' and Make-up Artists' time cards when they have not taken an NDB.

"Productions are hereby reminded that employees should never be asked to report information on their time cards that is not accurate, nor should other individuals modify the time card of an employee to report inaccurate information.

"Any employee who is asked to report an NDB on a time card, and who has not in fact taken an NDB, should immediately contact a representative of Producer's Labor Relations department (or may contact a representative of Local 706 and ask that Local 706 contact the Producer on the employee's behalf) and report the incident. Likewise, if an employee's time card is modified to include an NDB that the employee has not taken, the employee (or Local 706) should so report to Labor Relations. When the Producer is notified, a Labor Relations representative will promptly investigate and, if requested, shall endeavor to maintain in confidence the identity of the employee who was the source of the report.

"This bulletin will also serve as a reminder that an employee who has been instructed to take an NDB, whether by direction on the call sheet or otherwise, should do so unless the employee has received approval from a supervisor not to do so."

4. <u>Star Waivers</u> (706-P-01)

Modify the Unpublished Sideletter re: Paragraph 68(b) (Star Waivers) as follows:

"The provisions of Paragraph 68(b) which allow the Producer to 'call, retain or recall out of Industry Experience status' shall include one (1) make-up artist and/or one (1) hair stylist up to a cumulative total of four (4) make-up artist(s) and/or hair stylist(s) in any combination employed to work on a production because of a relationship as a makeup artist or hair stylist with a star who is essential to the production. In such notice provided to the Union, Producer shall include a description in writing of the make-up artist/hair stylist work experience relied upon to establish a working relationship with the star. Such verification of the working relationship may include copies of pay stubs, call sheets, tearsheets or other documentation. Such notice shall be provided to the Union as soon as the Producer's Labor Relations department becomes aware of the engagement of a make-up artist(<u>s</u>) and/or hair stylist(<u>s</u>) pursuant to the terms of this sideletter. Should a dispute arise as to whether such person was properly hired under the terms of this sideletter, the protest procedures described in the last three (3) paragraphs of Paragraph

> 68(b) (starting with "If no protest is presented to Producer by the Union Representative ...," etc.) shall apply, except that the time period for filing a protest shall be within fortyeight (48) hours after receipt of such notice, Saturdays, Sundays and recognized holidays excepted, unless the Producer advises the Union in writing that a shorter period is required, in which case the forty-eight (48) hour period shall be reduced to twenty-four (24) hours after receipt of such notice.

"Persons employed pursuant to this sideletter shall be eligible for placement on the Industry Experience Roster upon satisfaction of the requirements for placement set forth in Paragraph 68(b) of the Local #706 Agreement, except that any person so employed at the request of only one star shall not be placed on the Industry Experience Roster unless such person either: (1) has been called at least three (3) times by such star and has worked a total of thirty (30) days; or (2) has been called once by such star and has worked a total of sixty (60) days on a single production with that star.

"An Abuse Review Committee shall be established which shall meet upon request for the purpose of discussing alleged abuses of this sideletter.

"Except as modified herein, this sideletter shall be interpreted in accordance with **mythe** letter **to Tommy Cole to you** dated April 17, 1995."

5. Training/Certification re All Types of Hair/Skin (706-P-03)

Union agrees to participate in one or more meetings with representatives of the Producers, SAG-AFTRA and IATSE Local 798 to discuss training for and qualifications of hair stylists and make-up artists, with the goal of expanding and maintaining a pool of hair stylists and make-up artists who are qualified and available to work with cast members with all types of hair texture and skin tones.

Producers and Union agree to collaborate with CSATF for purposes of developing training for hair stylists and make-up artists for all types of hair texture and skin tones.

FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT "A" ATTACHED HERETO AND THOSE PRODUCERS WHICH HAVE EFFECTIVELY CONSENTED TO BE PART OF THE SAID MULTI-EMPLOYER BARGAINING UNIT

august By: Date: Carol A. Lombardini President, AMPTP

FOR THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA

Date:

Matthew D. Loeb International President

MAKE-UP ARTISTS AND HAIR STYLISTS GUILD, LOCAL #706

By: Eng. Weterfield

Date: July 18, 2024

Business Representative

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EXHIBIT "A" AMPTP-represented Companies

12:05 AM Productions, LLC
1440 Productions LLC
20th Century Studios, Inc.
300 Pictures, Inc.
40 North Productions, LLC
4423 Productions LLC
50/50 Studio Productions, LLC
7 Friends Pictures Inc.

A Little Bit Fuzzy Productions, LLC ABC Signature, LLC ABC Studios New York, LLC Abominable Pictures Inc. Academy Lighting Consultants, Inc Academy of Motion Picture Arts and Sciences Adobe Pictures, Inc. AE Ops, LLC Alameda Productions, LLC Alcon Entertainment, LLC Alive and Kicking, Inc. Ambient Sounds Productions LLC American Costume Corp. AOH Special, Inc. **Apple Studios LLC** Apple Studios Louisiana LLC Artcraft Productions Inc. Ascension Films Inc. Aspect Ratio, Inc. Atelier Eidos Inc. dba Bill Hargate Costumes Atlantic Pictures, LLC

Backlight Productions LLC Base Light Productions LLC B-Cam Productions LLC Beachwood Services, Inc. Big Indie Pictures, Inc. Big Ticket Television Inc. Black Label Media, LLC Bonanza Productions Inc. Breakout Kings Productions LLC Brightstar TFCF Productions LLC Broken Foot Production, Inc. Bronson Avenue LLC BTW Productions, Inc. Bumper Productions LLC

Camdrew Productions LLC Canada Premiere Pictures Inc. Capital Concerts, Inc. Carnival Row Productions, LLC Cartoon Network Studios, Inc. Cast & Crew Production Services, LLC Castle Rock Pictures, Inc. **CBB** Productions **CBS** Studios Inc. Century Productions LLC **Charlestown Productions LLC** Chime Productions. LLC ChubbCo FilmCo Classic Films Inc. Columbia Pictures Industries, Inc. Corrado Mooncoin Holdings LLC **Countess Productions LLC** Country Music Association, Inc. CPT Holdings, Inc. Cranetown Media LLC Create Harmony Media Inc. Crews Unlimited II Inc Crown City Pictures Inc. Culture Crew Productions. Inc. Cush Light LLC

Dae Light Media, LLC Delta Blues Productions LLC Digital 49 Productions, Inc. DreamWorks Animation Television Post-Production, LLC DreamWorks Post-Production L.L.C.

Dutch Boy Productions, LLC DW Dramatic Television L.L.C. DW SKG TV L.L.C. DW Studios Productions L.L.C. Dyminium Productions, LLC

Electric Entertainment, Inc. EPSG Management Services Extreme Reach Productions Payroll, Inc. Eye Productions Inc.

Favian Wigs Inc. Film 49 Productions, Inc. Finnmax, LLC Focus Features Productions LLC Fox Alternative Entertainment, LLC Fox Studio Lot, LLC Frank & Bob Films II, LLC Frankie and Jude Productions, LLC FRB Productions, Inc. FTP Productions, LLC

Gemini 3 Productions, Inc.
Goldcrest Features, Inc.
Goodnight Industries, Inc. dba Goodnight and Company
Grass Skirt Digital Productions, Inc.
Green Set Inc.
GWave Productions, LLC

Hazardous Productions, LLC Honest Scholar Productions LLC Hop, Skip & Jump Productions, Inc. Horizon Scripted Television Inc. Hostage Productions, Inc. Hydronaut Productions, LLC

Inclined Productions, Inc. Island Studios, LLC fka Island Film Studios, LLC It's Possible Productions, LLC Jax Media, LLC Jay Squared Productions LLC JC Backings Corporation JMX, LLC

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

Legendary Features Productions US, LLC Legendary Pictures Productions LLC Legendary Television Animation, LLC Lennox House Pictures Inc. LGTV Productions, Inc. Lightsavior Productions LLC Lime Grove Productions, LLC Linear Productions LLC Lions Gate Productions, LLC Liquid Music, Inc. Louisiana Premiere Productions LLC Lucid Studios Inc.

Madison Productions. Inc. Main Gate Productions LLC Main Lot Productions LLC Marilyn J. Madsen Marvel Film Productions LLC Marvel Picture Works LLC Media Services Processing, LLC Mesquite Productions, Inc. Metro-Goldwyn-Mayer Pictures Inc. MGM Television Entertainment Inc. Milk Street Productions, LLC Minassian Productions Inc. Minim Louisiana Productions, LLC Minim Productions, Inc. Mountainair Films Inc. MRZ Sound Inc dba Martell Sound Mutiny Pictures Inc.

Nametag Production Inc. Netflix Animation, LLC Netflix Productions, LLC Netflix Series Animation, LLC Netflix Studios, LLC New Line Productions, Inc. New Regency Productions, Inc. Next Step Productions LLC Nila Inc. Ninjutsu Pictures, Inc. NM Talent Inc. NS Pictures, Inc.

Old School Productions LLC Olive Avenue Productions LLC Olive Productions, LLC On The Brink Productions, Inc. One Eighty Productions LLC Onyx Collective Productions, Inc. Open 4 Business Productions LLC Orange Cone Productions LLC Orchard Road Productions, LLC Over the Pond Productions, Inc.

Pace Pictures LLC Pacific 2.1 Entertainment Group, Inc. Palladin Productions LLC Paradise Productions, Inc. Parallax TV Productions LLC Paramount Overseas Productions, Inc. Paramount Pictures Corporation Paramount Worldwide Productions, Inc. Pat & Mike Productions, Inc. Patch Bay Productions LLC Picrow Inc dba Pictures in a Row Picrow Streaming Inc. Pitch Black Development, LLC **PP21** Productions LLC Produced Bayou, Inc. Production Partners, Inc. Program Productions, Inc. **Proximity Productions LLC** Purple Tally Productions, Inc.

Quest Productions, Inc.

R/H Factor, Inc. Radford Graphics, LLC Random Pictures Inc. Raquel Productions Inc. Rat Pac Controls Services Inc. Red Zone Pictures, Inc. Redemption Pictures, Inc. Remote Broadcasting, Inc. Renato Basile Entertainment, Inc. Reunion 2017 LLC **River Road Entertainment Productions, LLC Riverboat Productions, LLC** Rocart Inc. Rose City Pictures, Inc. Rozar Pictures, LLC **Ruff Draft Productions. LLC**

S&K Pictures, Inc. Salt Spring Media, Inc. Salty Pictures, Inc. Scenic Express, Inc. Scope Productions, LLC Screen Gems Productions. Inc. Serendipity Productions, Inc. Shovel Buddies, LLC Signature Post Services LLC Singular Productions LLC Skycrew Sports Productions, LLC Skydance Animation, LLC Skydance Features, LLC Skydance Pictures, LLC **SLO** Productions Inc. Smallville Studios Inc. Sony Pictures Studios, Inc. Sound One, Inc South Circle Productions LLC South Lake Audio Services, LLC South Rock Productions LLC Spectral Motion, Inc. Spellman Desk Company, Inc Stage 6 Films, Inc.

Stage Call Inc.
Stalwart Productions LLC
Stash Productions Inc.
Stinger Productions LLC
Stitch Costume LLC
Story Ink, Ltd.
Storybuilders, LLC
Storyteller Production Co., LLC dba Amblin Partners
Stu Segall Productions, Inc.
Studio Productions, Inc.
Studios Competition Productions, LLC

Take Note, Inc The Dawgs Sound Design, Inc. The Lippin Group Inc The Power LLC Theatrical Resources, LLC Theoretical Pictures, Inc. Topanga Productions, Inc. **Tough House Productions TPS Production Services, LLC** Trackdown Productions, Inc. **Triple Horse Studios LLC Triple Point Productions LLC** Turner Films. Inc. TVM Productions, Inc. Twentieth Century Fox Film Corporation dba 20th Television

Uncle Easy Productions LLC Universal Animation Studios LLC Universal City Studios LLC Universal Content Productions LLC Upside Down Productions Inc.

Valkyrie of Iron, LLC. Vertical Hold Productions LLC Volt Lites, Inc.

WAG Pictures Inc. Walden Media Productions LLC Walk by Faith Film, LLC Walt Disney Pictures Warner Bros. Animation Inc. Warner Bros. Advanced Media Services Inc. Warner Bros. Pictures Warner Bros. Studio Operations Warner Bros. Television Warner Specialty Productions Inc. Warner Specialty Video Productions Inc. Waveform Productions LLC Westwind Studios, LLC wiip Productions, LLC Wild Canary Animation, Inc. Woodridge Productions, Inc.

XOF Studios, LLC

YNFS Productions LLC

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