

AGREEMENT OF JANUARY 1, 2026 – DECEMBER 31, 2028 between Western Costume Co. and the International Alliance of Theatrical Stage Employees and Moving Picture Technicians Artists and Allied Crafts of the United States, its Territories and Canada and COSTUME DESIGNERS GUILD, LOCAL 892 IATSE.

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APPENDIX A – CLASSIFICATIONS AND WAGE SCALES

THIS AGREEMENT of JANUARY 1, 2026 (hereinafter “Agreement”), by and between Western Costume Co. (hereinafter referred to as “COMPANY”) and the Costume Designers Guild, Local 892 (hereinafter referred to as “LOCAL 892”) of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians Artists and Allied Crafts of the United States, its Territories and Canada (hereinafter referred to as “IATSE”). Local 892 and IATSE will hereinafter collectively be referred to as “UNION” unless specified otherwise.

In consideration of the mutual agreements hereinafter contained, it is agreed as follows:

**1. SCOPE OF AGREEMENT**

This Agreement shall be applicable to the classifications of employment listed in the “Classifications and Wage Scales” of the attached Appendix A, employed by COMPANY to perform services at COMPANY. The term “Designer” hereinafter used shall be deemed to mean employee subject to the terms and conditions of this Agreement. Unless otherwise specifically defined, terms shall be given their common meaning in the craft and profession of Costume Design, Assistant Costume Design, and Costume Illustration in and about the Motion Picture and Television Industries.

**2. RECOGNITION**

(a) The COMPANY recognizes IATSE and its affiliated local, LOCAL 892, as the exclusive collective bargaining representative of all classifications listed in this Agreement employed by the COMPANY based upon a union showing majority status.

(b) The parties incorporate by reference all job classifications contained in the LOCAL 892 Constitution and By-laws.

**3. SHOP REQUIREMENTS**

All Designers covered by this Agreement who are not already members of the UNION shall within thirty-one (31) days after employment by the COMPANY or the effective date of this Agreement, whichever is later, become members of the UNION and shall remain members of said Union as a condition of employment. For purposes of this Agreement, the satisfaction of any financial obligation to the UNION for representation of said Designers for the purposes of collective-bargaining shall constitute membership as used herein.

The COMPANY agrees to inform the UNION in writing within seven (7) days from the date of employment of any Designer subject to this Agreement of such Designers name, residence address, social security number, and date of employment.

**4. WAGE SCALES**

All wage scales are listed in “Classifications and Wage Scales” of the attached Appendix A.

5. **BETTER CONDITIONS**

Nothing in this Agreement shall prevent any individual from negotiating and obtaining better conditions and terms of employment from the COMPANY; provided also, that the COMPANY, at its discretion, with or without UNION consultation, may give better terms and conditions than those contained herein.

6. **PERSONAL SERVICE CONTRACTS**

- (a) COMPANY will notify the UNION of the fact that it has executed any written personal service contract with any persons subject to this Agreement and COMPANY will certify that such personal service contract conforms, at a minimum, to the terms and conditions of this Agreement, and that an extra copy of such contract has been furnished to the Designer.
- (b) No granting to any individual or better conditions and terms, if any, than those herein contained shall in any manner affect the conditions and terms of this Agreement, nor shall it be considered, in any manner, as a precedent for granting to other individuals better conditions and terms than those herein provided.
- (c) The following language shall be included in all deal memos or personal service contracts: "All provisions of this deal memo (or personal service contract) are subject to and must provide no less than the terms and conditions of the Western Costume-Costume Designers Guild Agreement."
- (d) The UNION will be provided copies of any deal memos or personal service contracts.

7. **GRIEVANCE PROCEDURE**

- (a) In the event of any dispute between the UNION or of the persons subject to this Agreement and the COMPANY with respect to wages, hours of employment or working conditions of employment, or with regard to interpretation of this Agreement, the procedure for both the COMPANY and the UNION, unless otherwise specifically provided herein, shall be as follows:

(I) Step One

The Executive Director or Assistant Executive Director of LOCAL 892 and an authorized Representative of the COMPANY shall meet immediately to discuss the matter and the dispute shall be settled if at all possible. The decision of the parties, if any, shall be final and binding upon the parties to the dispute.

(II) Step Two

In the event of a failure to settle the dispute under Step One, the aggrieved party shall deliver to the other party a written statement of the grievance and such grievance shall thereupon be presented to the COMPANY – UNION Grievance Committee. Such Grievance Committee shall consist of the Executive Director of LOCAL 892 and an authorized representative of the COMPANY. The Grievance Committee, and the parties to the dispute, shall immediately settle the dispute. The decision, if any, shall be final and binding upon the parties to the dispute.

(III) Step Three

If the Grievance Committee cannot settle the dispute within ten (10) days of the invocation of Step Two, an Arbitrator shall be mutually agreed upon by the parties to dispute within ten (10) days thereafter and sure Arbitrator shall promptly proceed to hear the matter and settle the dispute. In the event the parties to the dispute cannot mutually agree upon an Arbitrator, then the aggrieved party may immediately request the American Arbitration Association to submit a list of five (5) names of Arbitrators to the parties of the dispute for the purpose of selection of an Arbitrator. Each party shall be entitled to strike two names from the list. The remaining name will be the Arbitrator. Selection of such Arbitrator shall be made within five (5) days, Sundays and Holidays excepted, after receipt by the parties to the dispute of the names of the Arbitrators. The Arbitrator selected shall notify the parties as to the time and place of the Arbitration hearing. The decision of the Arbitrator shall be final and binding upon the parties hereto and upon the person, or persons, subject to this Agreement. Fees and expenses of the Arbitrator shall be borne equally by the parties of the dispute.

- (b) Any grievance for the payment of wages, not presented under Step One within three hundred and sixty-five (365) days after the Designer is entitled to such wages, shall be deemed to be waived
- (c) Any grievance other than a claim for wages not presented with ninety (90) calendar days after the occurrence of the subject matter of the grievance or within ninety (90) calendar days after the Designer or the UNION has had a reasonable opportunity to become aware of the occurrence, whichever is later, shall be deemed to be waived.
- (d) Failure to settle a dispute within ten (10) days after the invocation of Step One, entitles either party to proceed to Step Two. Failure to settle a dispute within ten (10) days after the invocation of Step Two, entitles either party to proceed to Step Three.

**8. TERM OF AGREEMENT**

- (a) The term of this Agreement shall be for a period commencing with the 1st day of JANUARY, 2026, and extending to and including the 31st day of DECEMBER, 2028.
- (b) Either party may, by written notice to the other, served on or before the 31st day of NOVEMBER, 2027, request renegotiation of the terms and conditions of this Agreement. Such notice shall set forth the proposed changes or recommendations of the party serving such notice of renegotiation. If such notice is served, the parties agree to commence negotiations within thirty (30) days concerning the proposed changes and to continue such negotiations diligently and in good faith.
- (c) The obligations concerning negotiations in this paragraph shall survive expiration of this agreement.

**9. MINIMUM CALLS**

The minimum call will be eight (8) hours for Designers hired as daily Designers or for those Designers whose status with prior notice and corresponding adjustment of wages is revised to a daily Designer status. The minimum call shall be one (1) week for Designers hired as weekly Designers or Designers whose status with prior notice and corresponding adjustment to wages is revised to a weekly Designer status. Wages will be paid in accordance with the foregoing minimum calls and COMPANY cannot pro-rate the wages of either daily or weekly Designers working under this Agreement.

**10. OVERTIME**

- (a) If any time is required past eight (8) hours per workday for a Designer working on the weekly or daily rates, the Designer shall be compensated for each hour of overtime at the rate of one and a half (1 ½) times one-eighth (1/8) of the daily rate then in effect for that Designer's particular classification.
- (b) If any time is required past twelve (12) hours per workday for a Designer working on the weekly or daily rates, the Designer shall be compensated for each hour of overtime at the rate of two (2) times one-eighth (1/8) of the daily rate then in effect for that Designer's particular classification.
- (c) All work on Saturday will be compensated at one and a half (1 ½) times one-fifth (1/5) of the weekly rate then in effect for that Designer's particular classification.
- (d) Any hours worked during what would otherwise be a Designer's unpaid meal period shall be subject to the same meal period penalty as would be applicable under state law.
- (e) To the extent that state law provides for overtime, meal, or rest periods not otherwise expressly addressed herein, state law shall apply except that the grievance and

arbitration provisions of this Agreement shall be the Designer's exclusive source of remedy.

**11. LAYOFF PROVISION**

Any daily Designer not personally notified of his/her discharge by four (4:00) p.m. on a day worked, shall be considered as having a minimum call for the next regular scheduled workday. Any weekly Designer not personally notified of his/her discharge by four (4:00) p.m. on Friday, shall be considered as reporting to work for the next week.

**12. PAYOFF REQUIREMENTS**

The regular pay day will be the established pay day of the COMPANY. When a Designer is laid off and requests his/her check, he/she shall be paid at the time of layoff or his/her check shall be mailed to him/her at a designated address within twenty-four (24) hours thereafter.

**13. NON-DISCRIMINATION**

The parties affirm their commitment to a policy of non-discrimination in connection with the engagement of Employees under this Agreement on the basis of race, color, religion, sex (including pregnancy), gender, gender identity, gender expression, veteran status, medical condition (including genetic characteristics), sexual orientation, age, national origin, disability as defined in the Americans with Disabilities Act, marital status, Union membership, or any other basis prohibited by applicable law.

Claims alleging a violation of this Non-Discrimination provision are not subject to arbitration, but are instead subject to non-binding mediation.

**14. VACATIONS**

- (a) Vacation eligibility will be based on time worked from January 1st to December 31st or nearest payroll week (ending before December 31st).
- (b) Designers who have worked under this Agreement for a period of not less than six (6) months to two (2) years shall be paid an amount equal to 2.1% of their straight time wages as vacation pay.
- (c) Designers who have worked under this Agreement two (2) years or more shall be paid an amount equal to 4.2% of their straight time wages as vacation pay.
- (d) Designers who have worked under the jurisdiction of LOCAL 892 for ten (10) years or longer shall be paid an amount equal to 6.3% of their straight time wages as vacation pay.

- (e) Accrued vacation and accrued holiday pay shall be due when the Designer is scheduled for vacation. If the Designer is no longer employed by the COMPANY, the accrued vacation and holiday pay will be due and payable in the first payroll period of the next calendar year.
- (f) After any new Designer has worked at least six (6) months under the jurisdiction of LOCAL 892, he/she shall be paid any accrued vacation pay due him/her upon separation of employment from the COMPANY.
- (g) The provisions hereof are intended to supersede, under Labor Code §227.3, the provisions of Labor Code §§ 201-202.

**15. HOLIDAY PAY**

- (a) The following days shall be recognized as holidays for the purposes of this Agreement: New Year's Day; MLK Day; President's Day (third Monday in February); Good Friday; Memorial Day; Juneteenth; Fourth of July; Labor Day; Thanksgiving Day; the day after Thanksgiving; and Christmas Day.
- (b) If any of the recognized holidays fall on a Saturday, the preceding Friday shall be considered the holiday, and if a holiday falls on a Sunday, the following Monday shall be considered the holiday.
- (c) Designers who did not work on one of the above holidays shall receive four percent (4%) of their annual straight time earnings as a holiday allowance. Such holiday allowance shall be payable the year following the year accumulated and will be paid at the same time vacation pay is paid as called for under this Agreement.
- (d) Designers who work on one of the recognized holidays shall receive compensation for such day worked and the compensation will be included in their regularly scheduled pay checks for that particular pay period. No further allowance, except for the four percent (4%) holiday allowance called for under this Agreement, will be paid for a holiday worked under this provision.
- (e) Designers employed on a weekly basis at the time a recognized holiday occurs, shall receive their regular weekly salary. COMPANY cannot convert Designers from a weekly status to a daily status for the purpose of avoiding the holiday provisions of this Agreement.

**16. SICK LEAVE**

- (a) Designers who work for the COMPANY for 30 days or more within a year from commencement of employment will be entitled to paid sick leave.
- (b) Designers will accrue 1/8 of the daily rate (1 hour of paid sick leave) for every 30 hours worked.

- (c) Designers are entitled to take up to 48 hours of paid sick leave in each year of employment.
- (d) Accrued unused paid sick leave shall carry over to the following year of employment.
- (e) COMPANY will provide paid sick leave upon the oral or written request of a Designer for himself/herself or a family member, or for any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- (f) Paid sick leave may be used for the following purposes:
  - (I) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, a Designer or a Designer's family member.
  - (II) For a Designer who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in subdivision (c) of Section 230 and subdivision (a) of Section 230.1 of the California Labor Code.
- (g) COMPANY may require Designers to provide reasonable documentation of an absence from work for which paid sick leave is or will be used.
- (h) COMPANY is not required to provide compensation to Designers for accrued or unused sick days upon termination, resignation, retirement, or other separation from employment.
- (i) If a Designer separates from the COMPANY and is rehired by the COMPANY within one year from the date of separation, previously accrued and unused paid sick time shall be reinstated.

**17. COMPLIANCE WITH LABOR CODE 432.7 AND THE LOS ANGELES FAIR CHANCE INITIATIVE FOR HIRING**

To the extent applicable, COMPANY will comply with California Labor Code Section 432.7 and the Fair Chance Initiative for Hiring (City of Los Angeles Ordinance No. 184652).

Violations of this section of the agreement shall not be subject to the grievance and arbitration provisions of this agreement.

**18. MOTION PICTURE HEALTH & PENSION PLANS**

- (a) COMPANY agrees that all Designers covered by this Agreement will be provided benefits pursuant to, and will be covered by, the Motion Picture Industry Health Plan, Motion Picture Industry Pension Plan, and the Motion Picture Industry Individual

Account Plans (hereinafter collectively referred to as “MPIPHP” unless otherwise specified). COMPANY agrees to execute and provide to the MPIPHP, with copies to the UNION, all required documents to effectuate the provision of benefits to Designers under the MPIPHP.

- (b) For the purposes of the rates of hourly contribution to the MPIPHP for Designers covered by this Agreement, the following will apply:
- (c) For daily Designers, the actual hours worked or the minimum call, whichever is greater.
- (d) For weekly Designers: seventy (70) hours for a five (5) day workweek; eighty-two (82) hours for a six (6) day workweek; and, ninety-four (94) hours for a seven (7) day workweek or such other period as is specified in the Local 892 and/or IATSE Basic Agreement with the AMPTP.

**19. EARNING REPORTS**

At the end of each quarter, COMPANY will submit to the UNION a list of all Designers subject to this Agreement showing each Designer’s earnings for that quarter.

**20. JOB DESCRIPTION**

- (a) A Costume Designer, Assistant Costume Designer, or Costume Illustrator (hereinafter collectively referred to as “Designer” unless otherwise specified) are designations for a Designer subject to this Agreement who renders his/**her** services by creating, designing, or re-designing costumes for COMPANY’s stock.
- (b) In addition to creating, designing, or re-designing costumes for COMPANY’s stock, a Designer engaged under this Agreement may engage in the shopping and selection of stock costumes for COMPANY’s stock, and direct and supervise the activities of others in regard to the Designer’s duties.
- (c) The sketching of costumes for the purposes of creating, designing, or re-designing costumes that will be custom made (also referred to as made to order) or re-designed from that sketch for COMPANY’s stock is covered by this Agreement.
- (d) Services of a Designer under this Agreement are for stock only, not for production hire. A Designer may be utilized for non-production services for private individuals.
- (e) It is clearly understood and agreed that notwithstanding the Job Description of a Designer under this Agreement that all the traditional definitions, duties (including the duplication of existing garments), and divisions of work covered by the Motion Picture Costumers, Local 705 of the IATSE are in no way limited or diminished by this Agreement.

**21. MINIMUM WAGE SCHEDULE**

The minimum compensation that will be paid to a Designer working under this Agreement are listed in the “Classifications and Wage Scales” of Appendix A attached hereto.

**22. PREFERENCE OF EMPLOYMENT**

COMPANY, in the hiring of Designers, shall give preference of employment to qualified Designers. For purposes of this provision only, a “qualified Designer” is defined as a person who has had prior employment as a Designer in the production of motion picture (as defined in the Producer – I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement), television or legitimate theater at least once during a period of three (3) years prior to the date of the proposed employment. For these purposes, screen credit alone shall not be determinative proof of such prior employment.

In order to assist the COMPANY in locating qualified Designers, the GUILD will, on a current basis, supply to the COMPANY an availability list containing the names of currently available qualified Designers. Prior to selecting a Designer, the COMPANY will give good faith consideration to the Designers on the current availability list supplied by the GUILD. The decision as to whether or not to employ a person from said availability list shall be in the sole discretion of the COMPANY.

The foregoing preference of employment requirement shall not apply to the employment of a person who: (a) has had sufficient training and/or experience so as to qualify for a career as a professional Designer, and (b) such person intends to be currently available for employment in the motion picture industry.

**23. NOTICE**

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows (or any other subsequent notice address that a party provides to the other party in accordance with this notice paragraph):

COMPANY: Western Costume Co.  
11041 Vanowen Street  
North Hollywood, CA 91605  
Attn: Gilbert Moussally, President & CEO

UNION: Costume Designers Guild  
3919 W Magnolia Boulevard  
Burbank, CA 91505  
Attn: Brigitta Romanov, Executive Director

IATSE: IATSE  
2210 W Olive Avenue  
Burbank, CA 91506  
Attn: International Vice-President Michael Miller

24. **PARTIAL INVALIDITY**

All agreements and covenants contained in this Agreement are severable. In the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants are not contained in this Agreement.

25. **JOINT EFFORT**

Each party to this Agreement voluntarily enters into it. Each has considered their own interests and has had the opportunity to consult with persons of their own choice concerning the provisions of this Agreement. This Agreement is neutrally construed neither for or against any party. Each party acknowledges their full and voluntary consent to this Agreement by their signature below.

26. **SOLE AGREEMENT**

This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties hereto and contains all of the covenants and agreements between the parties in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement, shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

27. **NO WAIVER**

If any party to this Agreement fails to exercise of delays in exercising any right, power, or remedy in connection with this Agreement, such failure or delay shall not operate as a waiver of any such right, power, or remedy.

28. **VISITATION RIGHTS**

Upon twenty-four (24) hours notice, a UNION representative shall be permitted to visit the operations coming under this Agreement for the purpose of conferring with the COMPANY or Designers regarding the administration of this Agreement or processing of grievances. This privilege to visit shall be exercised reasonably by the UNION. No Designer's work shall be interrupted without the express advance permission of the COMPANY.

APPENDIX A

CLASSIFICATIONS AND WAGE SCALES

<b>Dates</b>	<b>Costume Designer</b>	<b>Assistant Costume Designer</b>	<b>Costume Illustrator</b>
01/01/26 to 12/31/26			
Weekly	\$2,733.70	\$1,913.64	\$1,913.64
Daily	\$663.44	\$492.82	\$492.82
01/01/27 to 12/31/27			
Weekly	\$2,843.05	\$1,990.19	\$1,990.19
Daily	\$689.98	\$512.53	\$512.53
01/01/28 to 12/31/28			
Weekly	\$2,956.77	\$2,069.80	\$2,069.80
Daily	\$717.58	\$533.03	\$533.03