

# TENTATIVE 2024-2027 BASIC AGREEMENT SUMMARY

**This summary is being provided in addition to the Memorandum of Agreement and the summaries of each local union's negotiations in order to assist in your review of the proposed Agreement. The legal language of the Memorandum of Agreement is the controlling document. You are encouraged to fully review all documents prior to voting.\***

**For additional information, please visit [www.basic.iatse.net](http://www.basic.iatse.net)**

1. General Wage Improvements:

- a. Wage minimums will increase 7% in year one of the Agreement, effective August 1, 2024, 4% in year two, effective August 1, 2025, and 3.5% in year three, effective August 1, 2026, contingent on ratification of the Agreement. The increases shall compound.

2. MPI Pension Plan:

- a. Effective January 1, 2027, the 10% contingent pension benefit will be increased to 15%. Thus, beginning January 1, 2027, pension benefit accrual rates will increase by 15% retroactively for the 3-year period beginning January 1, 2024. This is contingent upon there being 8 months of reserves in Active and Retiree Health Plans and the Pension Plan continues to be certified to be in the Green Zone.
- b. Those who retired prior to August 1, 2009 will receive 13th and 14th checks on or about November 1 in each year of the Agreement, provided there are 8 months of reserves in both the Active and Retiree Health Plan and the Pension Plan continues to be certified to be in the Green Zone.
- c. An additional one-time pension check shall be issued to those who retire prior to January 1, 2025.
- d. To account for the reduction in employment in 2023, no participant shall incur a "Break in Service" for plan year 2023 and all participants with 65 or more work hours in 2023 shall be credited with a vested pension year.

3. MPI Health Plan:

- a. Producers shall pay to the health plan an additional \$1.09 for each hour worked or guaranteed in year one (the "Basic Rate").

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- b. Producers which pay the “Basic Rate”, including Shops, Facilities and select other entities, will contribute an additional \$.30 per hour in year one and an additional \$.45 per hour in each of years two and three.
  - c. Producers that have paid less than \$15 million in residual contributions to the MPI shall pay an additional \$.56 to the health plan for each hour worked or guaranteed in year one, and an additional \$.86 per hour in years two and three.
  - d. The Dental Plan maximum benefit will increase from \$2,000 to \$2,500 per year.
  - e. The parties will recommend that the Trustees of the MPI create a 401(k) plan funded from voluntary contributions by employees.
  - f. There will be no increased health care coverage costs to the primary participants or to their dependents.
  - g. There will be no cuts to health care benefits, nor any increases to prescription drug co-payments.
  - h. The more than \$700 million in increased benefit contributions and streaming residuals, paid solely by the Producers, will fund the Plans through the term of the Agreement and increase the funded ratio of the Pension Plan as intended.
4. MPI Streaming Residuals:
- a. A new Primary Market Residual for High Budget Subscription Video On Demand dramatic streaming productions will help fund the Health Plan, independent of the volume of work at any given time.
  - b. A Secondary Market Residual was created as another means to fund the Health Plans. If a HBSVOD program airs on Advertiser supported Video On Demand (AVOD), Free to the consumer, advertiser-supported TV (FST), free TV or basic cable beyond the initial 90-day period, then the Producer pays a percentage of Producers’ total gross receipts derived from distribution of product.
  - c. A new residual was created to help fund the Pension Plan. The Performance-Metric Bonus Residual requires a Producer to pay 100% of the Primary Market residual to the MPI Pension Plan if a High Budget Subscription Video On Demand (HBSVOD) program achieves a certain threshold of views on the SVOD platform.
  - d. The Exhibition of Motion Pictures Transmitted Via New Media sideletter has been renewed.

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5. Other Working Condition and Economic Improvements:

- a. Juneteenth will be added as a holiday and the unworked holiday percentage will increase from 4% to 4.583% beginning January 1, 2025.
- b. Except where a better condition exists, triple time will be paid after 15 hours elapsed in a workday.
- c. Double time will begin after twelve worked hours except where a better condition applies, removing double time after fourteen hours elapsed for certain pilots, Basic Cable season one, mini-series, network and Pay TV longform productions, and Mid and Low Budget streaming projects
- d. Travel only days will now pay health and pension benefits. In alignment with the stipend, there shall be no less than four hours of benefits paid up to a maximum of eight hours, depending on the length of the travel day.
- e. Transportation allowance will now be paid when required to report to a location in the secondary zone. Previously, a number of streaming projects were exempt from this payment, as well as network and Pay TV mini-series and longform productions.
- f. When required by a Producer, on-call classifications shall be paid double time for work on a seventh day in the workweek.
- g. To address the reduction in employment opportunities in 2023, a “qualified year” for purposes of vacation accrual will be triggered with only forty days of work within that year (a reduction from one hundred days).
- h. The employer will be required to notify the Union in advance if it intends to subcontract any work under this agreement.
- i. Producers will pay more for each hour worked to CSATF.
- j. Severance Pay:
  - i. For those employees with twelve or more qualified years, they will receive an additional 25% of the applicable severance pay.
  - ii. The definition of a “qualified year” for purposes of Severance Pay shall be eased for 2023 (an employee only needs to have worked ninety-four days in 2023).
  - iii. A “qualified year” will be triggered after 170 days of work, a reduction from 200 days of work required.

6. Television (Network, Basic Cable and Pay TV) and Streaming Sideletter Changes:

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- a. The sideletters eliminated wherever possible, with any modifications to wages, terms and conditions moved into the body of the Agreement for ease of use in determining the minimum wages and working conditions for any given project.
- b. Streaming improvements:
  - i. Advertising-based Video On Demand (AVOD) and Free Ad Supported Television (FAST) productions will now have the same wages, terms and conditions as Subscription Video On Demand (SVOD) productions. Before they were as negotiated.
  - ii. All High Budget SVOD, AVOD and FAST productions will be treated comparable to network television productions.
  - iii. Tier Two High Budget programs will be treated at the better conditions afforded to Tier One High Budget programs.
- c. Basic Cable programs' unworked holiday and vacation pay is improved. 50% will be paid in season two and 100% in season three as is paid for network Series. Before, there was 0% paid in season two, 50% in season three, and 100% in season four.
- d. The Long-Form/Movie of the Week (MOW) rates have been increased by an average of 21%, depending on project and classification.
- e. Wage rates for mini-series made for Network, Pay TV, and streaming have been increased by an average of 30%, depending on project and classification. Formerly, the Movie of the Week rates applied.
- f. Low Budget SVOD rates have been increased by an average of 25% depending on classification.
- g. Mid Budget SVOD rates have been increased by an average of 18% depending on classification.
- h. Network, Pay TV, and streaming mini-series unworked holiday pay will increase 50%.
- i. Aligning with the other Unions and Guilds, streaming episodes can exceed their contractual length by up to three minutes without being considered to have exceeded their 'program length'.
- j. The terms of the Exhibition of Motion Pictures Transmitted Via New Media sideletter dealing with residuals has been renewed and moved into the body of the Agreement.
- k. In many areas of the Agreement, the provisions regarding interchange among crafts have been improved.

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7. Artificial Intelligence:

- a. When an Employer assigns the use of AI Systems to an employee, that work is covered by the Agreement.
- b. Established clear and comprehensive definitions for A.I. technology (“AI Systems”).
- c. If an Employee uses their own AI System, the Producer and employee shall negotiate a kit rental fee.
- d. A committee will be formed to develop work training programs that can provide skills training in the use of AI systems.
- e. An employee shall not be required to provide prompts in any manner that results in the displacement of any covered employee.
- f. An employee may request a consultation with the Producer regarding the use of AI Systems and a Producer can reject the use of AI Systems in an employee’s work.
- g. Establishment of quarterly meetings with individual companies and bi-annual joint industry wide meetings when requested by the Union to address issues in a timely matter throughout the term of the contract.
- h. The Employer will indemnify employees from liability due to the use of AI Systems except in cases of gross negligence or willful misconduct.
- i. Any request to scan an employee must be clear and conspicuous through a separately signed statement or writing. Consent to scanning cannot be made a condition of employment. Any document seeking employee consent must state that signing is not a condition of employment. Producers must provide consent forms to the Union in advance of presenting them to employees.
- j. With very limited exceptions, language will be added to the Agreements that addresses the requirement of the Employer to negotiate with the Union over any impact the use of AI Systems may have upon employees.

8. Safety and Health:

- a. A minimum of one-half hour of double time shall be paid for the initial invasion of the daily and weekend rest periods. For invasions that exceed one-half hour, the double time invasion will be paid in one-tenth hour increments.
- b. Paid Sick Leave Improvements:
  - i. The amount of sick leave that can be accrued increases from a maximum of 48 hours or 6 sick days to 80 hours or 10 sick days.

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- ii. The sick leave bank increases from 24 hours or 3 days to forty hours or 5 days of sick leave per year.
  - iii. Employees will be able to access their sick leave much sooner; a worker can utilize their paid sick days after 45 days of employment for an individual employer instead of after 90 days.
- c. Courtesy Housing or Roundtrip Ride Improvements:
  - i. The name and contact information for the individual responsible for coordinating rides and rooms must be included on call sheets.
  - ii. The Producer will reserve a room for the length of an employee's turnaround (rest period) or until call time, whichever is earlier.
  - iii. The Producer shall pay the full amount for the ride or room up front.
  - iv. The Producer will provide secure parking for employees' vehicles for the entire time and not just during the workday.
- d. The Safety Officer Pilot Program will be expanded to two major production centers outside of California. From July 1, 2025 to June 30, 2026, modeled on the California tax incentive legislation, from July 1, 2025 to June 30<sup>th</sup>, 2026, in both New York and Georgia, a dedicated, qualified Safety Officer will be present on the set of one feature length dramatic production per major studio. The safety officer shall create a risk assessment for each production they oversee.
- e. The stipend paid for CSATF Safety Pass training classes will increase from \$20 an hour to \$25 an hour.
- f. Regularly employed employees will be eligible for up to three days of paid Bereavement Leave with job protections for the death of a family member.

9. Diversity, Equity and Inclusion:

- a. The non-discrimination language has been expanded and strengthened to provide protections for a broader group of people.
- b. Gender specific pronouns shall be removed from the contract.

10. New bulletins to be distributed to productions:

- a. Productions will be encouraged to utilize the applicable local union as a resource for qualified job applicants for non-rostered classifications;
- b. Productions will be reminded that appropriate heating and cooling options should be provided when possible for on and off-production locations;

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- c. Productions will be reminded that calling grace ‘shall not be scheduled nor automatic not is it intended for everyday use’.

11. Videotape Supplemental Agreement:

- a. Wage minimums will increase 7% in year one of the Agreement, effective September 29, 2024, 4% in year two, effective September 28, 2025, and 3.5% in year three, effective October 4, 2026, contingent on ratification of the Agreement. The increases shall compound.
- b. For unscripted programs that begin principal photography after October 1, 2024, and other than those that are “DIY/how to” or “docu-follow” formatted, wage minimums shall increase by 3% on top of the general wage increase on September 29, 2024, an additional 3% on top of the general wage increase on October 1, 2025 and will increase to the rates for dramatic shows contained in Schedule 15a. on October 14, 2026.
- c. Streaming non-dramatic programs will now be paid the wages and work under the terms and conditions of the Videotape Supplemental Agreement. Formerly, these programs’ rates and working conditions were as negotiated.
- d. In addition to wages and hours, new series and seasons of one-half hour single camera prime time dramatic television programs shall receive the terms and working conditions per the Basic Agreement.
- e. Language shall be added to the contract regarding handheld camera work. The Producer will take steps to ensure that the Camera Operator can move safely, including, if necessary, utilizing a spotter, when executing a tracking shot while supporting a weighted load.
- f. When one camera is used on a non-studio or reality pick up on a non-dramatic program, the Director of Photography may operate a camera when they request to do so, with the understanding that it is not a condition of employment and provided the Producer notifies the Union of the request.

12. The term of the Agreement will be from August 1, 2024-July 31, 2027.

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