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2024 IATSE Basic Agreement MOA

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July 3, 2024

GENERAL MEMORANDUM OF AGREEMENT OF AUGUST 1, 2024
between
ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
and
INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES, ITS TERRITORIES AND CANADA
FOR THE PRODUCER-I.A.T.S.E. BASIC AGREEMENT
AND WEST COAST STUDIO LOCAL AGREEMENTS

This Memorandum of Agreement is entered into as of August 1, 2024 between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (hereinafter referred to as the “IATSE”), on its own behalf and on behalf of its respective signatory West Coast Studio Locals (hereinafter referred to as “Locals” and listed on Exhibit “A” attached hereto), (such International Alliance and Locals being referred to individually as the “Union” and collectively as the “Unions”), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter “AMPTP”) on behalf of those Producers which have effectively consented, in writing, to be part of the single multi-employer bargaining unit (each hereinafter respectively referred to as the “Producer” and collectively referred to as the “Producers” and listed on Exhibit “B” attached hereto), on the other hand.

This Memorandum of Agreement reflects the complete understanding reached between the parties. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language. This Memorandum of Agreement is not contract language, except where the context clearly indicates otherwise.

EFFECT OF CHANGES

All of the provisions of the current collective bargaining agreements between these parties shall remain the same unless otherwise specifically changed as noted herein.

The appropriate provisions herein shall be incorporated in the “Wage Scales, Hours of Employment and Working Conditions” of the West Coast Studio Local Agreements (referred to as the “Local Agreements”) and/or in the Producer-I.A.T.S.E. Basic Agreement (referred to as “the Basic Agreement”), unless otherwise specifically provided.

The provisions herein shall be effective as of August 4, 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.

Ratification of this General Memorandum and the Local Agreements subject hereto constitutes ratification of all Local and General issues.

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

1. **Term**

The term of the Basic Agreement and the West Coast Studio Local Agreements shall be for three (3) years, beginning August 1, 2024 and terminating on July 31, 2027.

2. **Wages**

Except as otherwise provided in the Local Memoranda of Agreements, minimum contract wage rates in the West Coast Studio Local Agreements (and Amendment Agreements) shall be increased by seven percent (7%) effective [*insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*]; by an additional four percent (4%) effective [*insert date that is August 3, 2025 or the first Sunday that is one year following the business day that the AMPTP receives notification of ratification, whichever is later*]; and by an additional three and one-half percent (3.5%) effective [*insert date that is August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*]. These increases shall be compounded.

3. **Pension and Health and Residuals**

a. **Increase Hourly Contribution Rate(s) to Health Plan**

- i. Increase all hourly contribution rates to the Active Employees Fund (see Article XII(b)(1), (2) and (3)) by one dollar and nine cents (\$1.09) per hour effective [*August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later*].
- ii. Increase the “Basic Rate” in Article XII(b)(1) of the Basic Agreement for Producers which qualify as a “\$15 Million Contributor” and the rate for contributors covered under Article XII(b)(3) of the Basic Agreement by an additional thirty cents (\$0.30) per hour for each hour worked by or guaranteed an employee effective [*August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later*], by an additional forty-five cents (\$0.45) per hour for each hour worked by or guaranteed an employee effective [*August 3, 2025 or the first Sunday that is one year following the business day that the AMPTP receives notification of ratification, whichever is later*] and by an additional forty-five cents (\$0.45) per hour for each hour worked by or guaranteed an employee effective [*August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*].

iii. In recognition of the disproportionate level of Post '60s and Supplemental Market contributions made to the Motion Picture Industry Pension and Health Plans by certain signatory Producers, the parties agree to increase the contribution rate in Article XIV(a) of the Basic Agreement for Producers which do not qualify as a "\$15 Million Contributor" by fifty-six cents (\$0.56) per hour for each hour worked by or guaranteed an employee effective [*August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later*] and to increase the "Premium Rate" in Article XII(b)(2) of the Basic Agreement for Producers which do not qualify as a "\$15 Million Contributor" by an additional eighty-six cents (\$0.86) per hour for each hour worked by or guaranteed an employee effective [*August 3, 2025 or the first Sunday that is one year following the business day that the AMPTP receives notification of ratification, whichever is later*] and by an additional eighty-six cents (\$0.86) per hour for each hour worked by or guaranteed an employee effective [*August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*].

b. **Dental Plan Maximum**

The bargaining parties agree to recommend that the Directors of the Motion Picture Health Plan increase the Dental Plan maximum benefit to \$2,500 per calendar year effective January 1, 2025.

c. **Pension Benefit Improvements**

i. **Recommendations to the Pension Plan Directors Re: Plan Year 2023**

The bargaining parties agree to make the following recommendations to the Directors of the Pension Plan:

- (1) No participant shall incur a Break in Service for plan year 2023.
- (2) All participants with 65 or more Credited Hours in 2023 shall be credited with a pension Qualified Year for 2023.

ii. **Thirteenth and Fourteenth Checks to Retirees Who Retired on or Before August 1, 2009**

The bargaining parties agree to recommend to the Directors of the Pension Plan that the Pension Plan provide a thirteenth and fourteenth check on or about November 1st of each year of this Agreement to those retirees who retired on or before August 1, 2009 and who were employed under the Basic Agreement and/or Videotape Agreement or who were not covered by any collective bargaining agreement during their employment (i.e., "non-affiliates"), provided that the Pension Plan's actuaries, in conjunction

with the Health Plan's consultants, determine, taking into account the costs of such thirteenth and fourteenth checks, that: (i) at least eight (8) months of reserves exist in each of the Active Employees Fund and the Retired Employees Fund at that time; (ii) the Plan is certified to be in the Green Zone in the calendar year in which the check(s) are paid; (iii) the cost of thirteenth and fourteenth checks, if any, granted during the term of the Agreement shall be amortized over the fifteen (15) year amortization period commencing January 1, 2017; and (iv) if there are insufficient funds in the Pension Plan after accounting for existing obligations to provide both a thirteenth and fourteenth check, then a thirteenth check will be provided.

The foregoing Pension Plan improvements shall not be applicable to any Plan participant who is covered by another collective bargaining agreement, unless such collective bargaining agreement contains this pension and health package on an equivalent economic basis.

iii. **One-Time Payment for Retirees Who Retire Prior to January 1, 2025**

The bargaining parties agree to recommend to the Directors of the Motion Picture Industry Pension Plan that the Pension Plan make a one-time payment equivalent to the value of one additional monthly check to those retirees who retired prior to January 1, 2025 and who were employed under the Basic Agreement or the Videotape Agreement or who were not covered by any collective bargaining agreement during their employment (i.e., "non-affiliates").

iv. **Improvement of Contingent Pension Benefit Increase(s) for Actives**

Modify Article XIII.(f)(1) of the Basic Agreement as follows:

“(f) (1) Contingent Pension Benefit Increase(s) Effective January 1, ~~2024~~2027 and Every Three (3) Years Thereafter

“The bargaining parties agree to recommend to the Directors of the Pension Plan the following pension benefit increase(s):

“As soon as practicable following the end of the first quarter of ~~2024~~2027 and every three years thereafter (“the evaluation year”), the Health Plan's consultants, in conjunction with the Pension Plan's actuaries, shall determine whether each of the Active Health Fund and the Retired Employees Fund has at least eight (8) months of reserves as of January 1st of the evaluation year, and the Pension Plan's actuaries shall determine whether to certify that the Pension Plan is in the Green Zone in the evaluation year. The foregoing determinations shall be based upon the assumptions and methodologies, including but not limited to the

funding priorities established for Supplemental Markets and Post '60s contributions, approved by the bargaining parties.

“In the event that the Health Plan's consultants certify that each of the Active Health Fund and the Retired Employees Fund has at least eight (8) months of reserves on January 1st of the evaluation year, and the Pension Plan's actuaries certify that the Pension Plan is in the Green Zone in the evaluation year, the pension benefit accrual rates shall be increased, effective January 1st of the evaluation year, by ~~ten percent (10%)~~ fifteen percent (15%) retroactively for Credited Hours accumulated during the three (3) year period immediately following the most recent increase in the pension benefit accrual rate; provided, however, that the foregoing retroactive increase shall not apply to pensions (including Frozen Benefits) that went into pay status prior to January 1, 2024. For those individuals who had a Break in Service during the three (3) year period immediately preceding January 1st of the evaluation year, the increase shall apply only to Credited Hours accumulated after the date of the most recent Break in Service. (For example, an active participant in the Pension Plan on January 1, ~~2024~~2027 who failed to accumulate at least two hundred (200) Vested Hours in ~~2024~~2024 and ~~2022~~2025 is entitled to the ~~ten percent (10%)~~ fifteen percent (15%) increase only for those Credited Hours accumulated on or after January 1, ~~2023~~2026.) Any retroactive payments required above shall be made without interest and as soon as practicable following the consultants' certifications as provided above.”

* * *

- v. The foregoing Pension Plan improvements shall not be applicable to any Plan participant who is covered by another collective bargaining agreement, unless such collective bargaining agreement contains this pension and health package on an equivalent economic basis.

vi. **Amortization Period Extension**

The bargaining parties agree to recommend to the Directors of the Motion Picture Industry Pension Plan that the Pension Plan change the amortization period for the Plan's unfunded liability from seven (7) years to eight (8) years, effective January 1, 2025.

d. **Eliminate Reallocation of Post '60s and Supplemental Markets Monies from Pension and Health Plans to IAP and Producers**

Delete Article XIII.A.(c) of the IATSE Basic Agreement. Make conforming changes as necessary, including by deleting Article XIX.(b)(1)(vii) and XXVIII.(b)(4)(v).

e. **High Budget SVOD Primary Market Contribution, Performance Metric Bonus Contribution and Secondary Market Contribution**

Add a new Article to the Basic Agreement to provide as follows:

“[] **Reuse of High Budget SVOD Programs**

“For purposes of this Article [], ‘High Budget SVOD Programs’ are defined as 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:

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

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

“Only those covered High Budget SVOD Programs on which two (2) or more ‘employees employed by Producer under this Agreement,’ as that term is used in Article XIX(a) and in Article XXVIII(a)(2) of the Basic Agreement,^[1] are so employed shall generate residual payments and then only in accordance with the following. It is understood that any such High Budget SVOD Program, High Budget SVOD mini-series or season of a High Budget SVOD series which commences principal photography during the term of the 2024 Basic Agreement shall be governed by the residual formulas set forth in this subparagraph (a) of the 2024 Basic Agreement in perpetuity.

“(a) **High Budget SVOD Programs Subject to a Primary Market Contribution**

“(1) The provisions of this subparagraph (a) apply to the following live action High Budget SVOD Programs:

“(i) any new season of a live action High Budget SVOD series for which principal photography of the first episode of the season commences on or after [August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later];

^[1] It is understood and agreed that any employee employed under the terms of the corresponding ‘Productions Made for New Media’ Sideletter in either the Local #52 Agreement or in the Local #161 Agreement shall not be considered an ‘employee employed under this Agreement’ for purposes of this Article [].

“(ii) any live action High Budget SVOD mini-series for which principal photography of the first part of such mini-series commences on or after [August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later]; and

“(iii) one-time live action High Budget SVOD programs which commence principal photography on or after [August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later].

“(2) The Producer shall have the right to use a one-time live action High Budget SVOD Program, High Budget SVOD mini-series and season of a High Budget SVOD series on all subscription video-on-demand consumer pay platforms worldwide for a period commencing with the initial availability of the Program on any such platform and continuing for ninety (90) consecutive days thereafter in the case of a one-time Program; ninety (90) consecutive days after the initial exhibition of the last part of the mini-series in the case of a mini-series; and ninety (90) consecutive days after the initial exhibition of the last episode of the season in the case of a series) (‘Initial Exhibition Period’), without payment of residuals for such use.

“(3) In the event that the Producer makes available the one-time live action High Budget SVOD Program, High Budget SVOD mini-series or season of the High Budget SVOD series on any subscription video-on-demand consumer pay platform beyond the Initial Exhibition Period defined in subparagraph (a)(2) above, the Producer shall make a payment to the Motion Picture Industry Health Plan (such payment hereinafter referred to as the ‘High Budget SVOD Primary Market Contribution’) for each Exhibition Year, as set forth below. Payment of the applicable High Budget SVOD Primary Market Contribution for each Exhibition Year shall cover a fifty-two (52) consecutive week period of use of the one-time High Budget SVOD Program, mini-series or season of the series on all subscription video-on-demand consumer pay platforms worldwide, commencing upon expiration of the Initial Exhibition Period or upon commencement of the subsequent Exhibition Year, as applicable.

“The applicable High Budget SVOD Primary Market Contribution shall be calculated by multiplying the total number of hours for which hourly contributions were due for employees employed under this Agreement on such one-time High Budget SVOD Program, High Budget SVOD mini-series or season of the High Budget SVOD series by the applicable Exhibition Year contribution rate set forth below:

<u>Exhibition Year</u>	<u>Contribution Rate</u>
Year 1	Two dollars (\$2.00) per hour
Year 2	One dollar and fifty cents (\$1.50) per hour
Year 3	Seventy-five cents (\$0.75) per hour
Year 4	Fifty cents (\$0.50) per hour
Year 5	Ten cents (\$0.10) per hour
Year 6	Five cents (\$0.05) per hour
Year 7	Five cents (\$0.05) per hour
Year 8	Five cents (\$0.05) per hour
Year 9	Three and one-half cents (\$0.035) per hour
Year 10	Three and one-half cents (\$0.035) per hour
Year 11	Three and one-half cents (\$0.035) per hour
Year 12	Three and one-half cents (\$0.035) per hour
Each Exhibition Year Thereafter	Two cents (\$0.02) per hour

“If fewer than all episodes of the season of the High Budget SVOD series are made available for exhibition during any Exhibition Year after the first, payment of the High Budget SVOD Primary Market Contribution shall be calculated based upon the total number of hours for which hourly contributions were due for employees employed under this Agreement on those episodes which are made available for exhibition.

“(4) Exhibition Year 1 as provided in subparagraph (a)(3) above shall commence on the first day that the one-time High Budget SVOD Program, the High Budget SVOD mini-series or the season of the High Budget SVOD series, as applicable, is made available for exhibition on any subscription video-on-demand consumer pay platform after the conclusion of the Initial Exhibition Period defined in subparagraph (a)(2) above. Payment therefor shall be due within sixty (60) calendar days following the close of the calendar quarter in which Exhibition Year 1 commenced.

“Each Exhibition Year thereafter as provided in subparagraph (a)(3) above shall commence with the first day that the one-time High Budget SVOD Program, the High Budget SVOD mini-series or the season of the High Budget SVOD series, as applicable, is made available for exhibition on any subscription consumer pay platform following the expiration of the prior Exhibition Year. Payment therefor shall be due within sixty (60) calendar days

following the close of the calendar quarter in which such Exhibition Year commenced.

“Payment of the foregoing amounts covers all uses of the one-time live action High Budget SVOD Program, live action High Budget SVOD mini-series or season of the live action High Budget SVOD series in all markets in perpetuity, except as otherwise provided in this Article [] .

“(5) ‘Performance-Metric’ Bonus Contribution

“The following applies to a one-time live action High Budget SVOD Program, High Budget SVOD mini-series and season of a High Budget SVOD series that is eligible for a High Budget SVOD Primary Market Contribution pursuant to Article [], subparagraph (a) above.

“Producer shall make an additional contribution to the Motion Picture Industry Pension Plan for each one-time live action High Budget SVOD Program, High Budget SVOD mini-series or season of a High Budget SVOD series that has a ‘performance metric’ (see definition in subparagraph (i) below) of twenty percent (20%) or more on the SVOD service for which it was made (‘SVOD Service’).

“(i) Definition of ‘Performance Metric’^[1]

“The ‘performance metric’ is calculated by dividing the total number of ‘domestic views’ (see definition in subparagraph (ii) below) by the total number of domestic subscribers.^[1]

$$\text{“Performance Metric} = \frac{\text{\# Domestic Views}}{\text{\# Domestic Subscribers}}$$

^[1] Producer may rely on the determination by the SVOD Service whether eligibility for the ‘performance metric’ has been met for any covered High Budget SVOD Program. Subparagraph (vi) is the sole mechanism for the Motion Picture Industry Pension Plan to verify information about the ‘performance-metric’ bonus or its calculation.

^[1] For purposes of determining the ‘performance metric’ bonus contribution, the SVOD Service shall determine the number of domestic subscribers as of July 1st of each year of the Agreement. The SVOD Service shall apply that number when the one-time live action High Budget SVOD Program, High Budget SVOD mini-series or season of a High Budget SVOD series is first made available on the SVOD Service on or after July 1st of the measuring year but not later than June 30th of the following year. Likewise, the SVOD Service shall make a separate determination of the number of domestic subscribers for each subsequent Exhibition Year as of July 1st of each year of the Agreement by applying that number on the first day that the one-time live action High Budget SVOD Program, High Budget SVOD mini-series or season of a High Budget SVOD series is made available in any second or subsequent Exhibition Year on or after July 1st of the measuring year but no later than June 30th of the following year. For example, if an SVOD Service has 25 million domestic subscribers as of July 1, 2023 and makes the first episode of the first season of a High Budget SVOD series available on March 1, 2024, the applicable number of domestic subscribers is 25 million for purposes of calculating the ‘performance metric’ bonus for that season of the series.

“(ii) Definition of ‘Domestic Views’

“The number of ‘domestic views’ of a live action High Budget SVOD mini-series or season of a live action High Budget SVOD series is calculated by dividing the total hours streamed domestically during the first ninety (90) days after each episode in the season of a live action High Budget SVOD series or each part of a live action High Budget SVOD mini-series is made available on the SVOD Service by the total runtime of all episodes in the season or all parts of a mini-series.

“For a one-time live action High Budget SVOD Program, the number of ‘domestic views’ is calculated by dividing the total hours streamed domestically on the SVOD Service during the first ninety (90) days after the one-time live action High Budget SVOD Program is made available on the SVOD Service by the total runtime of the one-time live action High Budget SVOD Program.

“(Both the hours streamed and the runtime are determined by rounding to the nearest one-tenth (1/10th) hour.)

“Views = $\frac{\text{Total Hours Streamed Domestically in 1st 90 Days}}{\text{Total Runtime (in hours)}}$

“(iii) Subsequent Year Eligibility

“Eligibility for the ‘performance-metric’ bonus contribution shall also be determined for each subsequent Exhibition Year as defined in Paragraph (a)(3) above. The formula for determining eligibility is the same as provided in paragraphs (i) and (ii) above, except that the total hours streamed are counted for the first ninety (90) days of the subsequent Exhibition Year.

“(iv) If the ‘performance metric’ is met, the Producer shall make an additional payment of one hundred percent (100%) of the High Budget SVOD Primary Market Contribution for the applicable Exhibition Year to the Motion Picture Industry Pension Plan.

“Payment of the ‘performance-metric’ bonus contribution shall be due sixty (60) days after the end of the calendar quarter in which the ninety (90) day measuring period for domestic views is complete.

“(v) Example: Program XYZ is a High Budget SVOD series with ten (10) episodes in its second season that are each 35 minutes in length. Principal photography for the second season commenced on or after [August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later]. At all relevant times, the SVOD Service has fifty million (50,000,000) domestic subscribers. Collectively, all episodes of the second season of Program XYZ had seventy million

(70,000,000) hours streamed domestically in the first ninety (90) days after the episodes were made available on the SVOD Service.

“To determine whether the second season of Program XYZ qualifies for a ‘performance-metric’ bonus contribution in its first Exhibition Year, the total number of domestic views is determined by dividing the total number of domestic hours streamed (seventy million (70,000,000) hours) of all episodes in the second season by the total runtime in hours (5.8 hours rounded as provided herein) of the second season. The ‘performance metric’ is then determined by dividing the total number of domestic views (70 million/5.8 hours) by the total number of domestic subscribers (50 million).

$$\text{“Domestic Views} = \frac{\text{Total Domestic Hours Streamed}}{\text{Total Runtime (in hours)}} = \frac{70\text{M}}{5.8}$$

$$\text{“Performance Metric} = \frac{\text{Domestic Views}}{\text{Total Number of Domestic Subscribers}}$$

“= [70M hours ÷ 5.8 hours] ÷ 50M domestic subscribers

“= 0.241 (or 24.1%), which is greater than the twenty percent (20%) threshold for payment and would, therefore, trigger payment of the ‘performance-metric’ bonus contribution.

“Producer shall make an additional contribution in the amount of 100% of the High Budget SVOD Primary Market Contribution that applies to Exhibition Year 1 of the second season of Program XYZ to the Motion Picture Industry Pension Plan.

“(vi) Should the Motion Picture Industry Pension Plan provide written notice to the SVOD Service and the Producer that it disputes whether a covered High Budget SVOD Program qualifies for a ‘performance-metric’ bonus contribution, the dispute shall be submitted promptly to a third party jointly chosen by the SVOD Service and the Motion Picture Industry Pension Plan for determination by audit (or other procedure determined by the third party) (hereafter ‘audit’). The audit shall be for the sole purpose of verifying to the Motion Picture Industry Pension Plan, the SVOD Service and the Producer whether the one-time live action High Budget SVOD Program, High Budget SVOD mini-series or season of a High Budget SVOD series is entitled to a performance-metric bonus contribution (‘yes/no’). The third party must execute a confidentiality agreement approved by the SVOD Service. The Motion Picture Industry Pension Plan and the SVOD Service shall evenly split the costs and fees associated with any such audit. The Motion Picture Industry Pension Plan and the IATSE shall not be entitled to obtain information about the number of domestic subscribers, the hours streamed domestically, the running time or the ‘performance metric’ of the High Budget SVOD Program.

“The Motion Picture Industry Pension Plan retains any and all rights to pursue a claim should a Producer fail to pay the performance-metric bonus contribution within sixty (60) days after the third party confirms that such a bonus is due.

“(6) Reuse on Free-to-the-Consumer Advertiser-Supported New Media Platforms, Free Ad-Supported Streaming Television (FAST) Channels, Free Television or Basic Cable

“Producer shall have the right to use a High Budget SVOD Program on any free-to-the-consumer advertiser-supported new media platform, free ad-supported streaming television (FAST) channel, free television or basic cable without the payment of residuals for a ninety (90) consecutive day period, commencing with the first day of use of the High Budget SVOD Program on a free-to-the-consumer advertiser-supported new media platform, free ad-supported streaming television (FAST) channel, free television or basic cable.

“If the Producer uses the High Budget SVOD Program on a free-to-the-consumer advertiser-supported new media platform, free ad-supported streaming television (FAST) channel, free television or basic cable beyond such ninety (90) consecutive day period, then Producer shall pay to the Motion Picture Industry Health Plan 5.4% of the ‘Producer’s gross’ realized from any license which includes use on any such platform beyond the ninety (90) consecutive day period referred to above. Payment for such exhibition shall be due sixty (60) days after the end of the calendar quarter in which the ninety (90) consecutive day period ended.

“The term ‘Producer’s gross,’ for purposes of this subparagraph (6), shall be as defined in [insert reference to the provision in the 2024 Basic Agreement containing the terms and conditions of Paragraph 3.a. of the 2021 ‘Sideletter re Exhibition of Motion Pictures Transmitted Via New Media,’] (subject to conforming changes as necessary).^[1] In addition, the parties agree that the residuals due under this subparagraph (6) shall be payable in the same manner and to the same extent as applicable to pay television and pay-per-view as provided in the following provisions of the Basic Agreement (subject to conforming changes as necessary):

- Article XXVIII(b)(3)(i), (iii), (iv), (v); and
- Article XXVIII(b)(5)-(12).

^[1] For example, the phrase “‘Producer’s gross’ derived from new media exploitation” in the second paragraph of [insert reference to the provision in the 2024 Basic Agreement containing the terms and conditions of Paragraph 3.a. of the 2021 ‘Sideletter re Exhibition of Motion Pictures Transmitted Via New Media,’] shall be changed to “‘Producer’s gross’ derived from the exploitation.”

“(7) Reuse on Pay Television and Cassettes

“The applicable provisions of Article XXVIII with respect to exhibition on ‘pay television,’ as that term is defined in Article XXVIII(a)(3)(ii) of this Basic Agreement, shall apply when a covered High Budget SVOD Program is exhibited on pay television. The applicable provisions of Article XXVIII with respect to exhibition on ‘cassettes,’ as that term is defined in Article XXVIII(a)(3)(i), shall apply when a covered High Budget SVOD Program is exhibited on videocassettes or DVDs.

“(8) General

“It is understood that the tests for triggering Supplemental Markets payments set forth in Article XXVIII of this Basic Agreement, including the understandings set forth in subparagraph (g), shall also apply to residual payments due under the terms of this subparagraph (a).

“(b) **Reuse of Other High Budget SVOD Programs**

“The provisions of this subparagraph (b) apply to High Budget SVOD Programs which do not meet the test set forth in subparagraph (a)(1) above:

“(1) Except as provided in subparagraph (b)(3) below, the Producer shall have the right to use a High Budget SVOD Program on any consumer pay platform (including any domestic or foreign subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited) without payment of residuals.

“(2) Except as provided in subparagraph (b)(3) below, Producer shall have the right to use a High Budget SVOD Program on any free-to-the-consumer, advertiser-supported platform without payment of residuals.

“(3) If a High Budget SVOD Program is initially exhibited simultaneously on a free-to-the-consumer, advertiser-supported platform and the subscription video-on-demand consumer pay platform (including any domestic or foreign subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited), then Producer shall have a twenty-six (26) consecutive week period of use on the subscription video-on-demand consumer pay platform (including any domestic or foreign subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited), commencing with the first day of use on the subscription video-on-demand consumer pay platform, without the payment of residuals.

“If the Producer uses the High Budget SVOD Program on a consumer pay platform beyond such twenty-six (26) consecutive week period, then Producer shall pay to the Motion Picture Industry Pension and/or Health Plans 5.4% of the “Producer’s gross,” as that term is defined in [insert reference to the provision in the 2024 Basic Agreement containing the terms and conditions of Paragraph 3 of the 2021 ‘Sideletter re Exhibition of Motion Pictures Transmitted Via New Media,’] realized from any license which includes use on consumer pay platforms, which “gross” is attributable to use on consumer pay platforms beyond the twenty-six (26) consecutive week period, measured from the first day of use on the subscription video-on-demand consumer pay platform under the first license.

“Notwithstanding the foregoing, Producer shall have the right to exhibit a High Budget SVOD Program (including any one-time program or the first three (3) episodes of a new series) simultaneously on a free-to-the-consumer, advertiser-supported platform and the subscription video-on-demand consumer pay platform (including any domestic or foreign subscription video-on-demand consumer pay platform that is related to or affiliated with the subscription video-on-demand consumer pay platform on which the High Budget SVOD Program was initially exhibited) for a period of seven (7) consecutive days for the purpose of promoting the High Budget SVOD Program, without triggering payment of residuals as provided in the preceding paragraph.

“(4) Reuse in Traditional Media

“The applicable provisions of Article XXVIII with respect to exhibition on ‘pay television,’ as that term is defined in Article XXVIII(a)(3)(ii) of this Basic Agreement, shall apply when a covered High Budget SVOD Program is exhibited on pay television. The applicable provisions of Article XXVIII with respect to exhibition on ‘cassettes,’ as that term is defined in Article XXVIII(a)(3)(i), shall apply when a covered High Budget SVOD Program is exhibited on videocassettes or DVDs.

“(5) General

It is understood that the tests for triggering Supplemental Markets payments set forth in Article XXVIII of the Basic Agreement, including the understandings set forth in subparagraph (g) of those Articles, and the proration provisions in those Articles, shall also apply to residual payments due under the terms of this subparagraph (b). Residual payments due under this subparagraph (b) shall be prorated in the same manner as are Supplemental Market monies under Article XXVIII of the Basic Agreement.”

Make conforming changes as necessary, including by deleting Paragraph G.(5) of the Sideletter re: Productions Made for New Media in the Basic Agreement.

f. **High Budget SVOD Episode Length**

Add the following as a footnote to the provisions concerning High Budget SVOD, High Budget AVOD and High Budget Fast Channel series in the West Coast Studio Local Agreements:

“For purposes of determining minimum wages and other terms and conditions for High Budget SVOD, High Budget AVOD and High Budget Fast Channel series, the parties agree that an episode may exceed the ‘program length’ which applies to a typical episode of the series by up to three (3) minutes without becoming subject to the terms and conditions applicable to the next highest program length. (For example, if a typical episode of a High Budget SVOD series is between 20 and 35 minutes, a given episode of a series which is 38 minutes in length will still be subject to the compensation and terms and conditions applicable to a program between 20 and 35 minutes in length.) The parties further confirm that this applies to High Budget SVOD Programs produced under the Sideletter re Productions Made for New Media in the 2015, 2018 and 2021 Basic Agreements. This footnote shall not apply to individuals employed under the Local 892 (Costume Designers) Agreement on a High Budget SVOD, High Budget AVOD or High Budget Fast Channel series for which the typical episode is between 20 and 35 minutes in length.”

4. **Sideletters**

- a. Sideletter re: One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series Made for Network

Incorporate the terms and conditions of the Sideletter re: “Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series (Other than Pilots or Series Made for Basic Cable)” as a new paragraph in the West Coast Studio Local Agreements, with the modifications set forth in the charts attached as Exhibit “C” hereto. Except as otherwise set forth in this Memorandum of Agreement, the applicable terms and conditions in the 2021 Basic Agreement shall remain unchanged.

- b. Long-Form Sideletter

Incorporate the terms and conditions of the Sideletter re: “Special Conditions for Long-Form Television Motion Pictures (Including Movies-of-the-Week, Mini-Series and Two (2) Hour Pilots for Which No Commitment for a Series Exists at the Time of the Pilot Order)” as a new paragraph in the West Coast Studio Local Agreements, with the modifications set forth in the charts attached as Exhibit “C” hereto. Except as otherwise set forth in this Memorandum of Agreement, the applicable terms and conditions in the 2021 Basic Agreement shall remain unchanged.

c. Productions Made for Basic Cable Sideletter

Incorporate the terms and conditions of the Sideletter re: “Productions Made for Basic Cable” as a new paragraph in the West Coast Studio Local Agreements, with the modifications set forth in the charts attached as Exhibit “C” hereto. Except as otherwise set forth in this Memorandum of Agreement, the applicable terms and conditions in the 2021 Basic Agreement shall remain unchanged.

d. Productions Made for New Media Sideletter

i. Incorporate the terms and conditions of the Sideletter re: “Productions Made for New Media” of the Basic Agreement as a new paragraph in the West Coast Studio Local Agreements, with the modifications set forth in the charts attached as Exhibit “C” hereto and renew the sunset clause of such sideletter. Except as otherwise set forth in this Memorandum of Agreement, the applicable terms and conditions in the 2021 Basic Agreement shall remain unchanged.

ii. *Add a new subparagraph H. (and renumber the remaining subparagraphs accordingly) regarding High Budget, Mid Budget and Low Budget AVOD or FAST Channel Programs to the new Paragraph in the West Coast Studio Local Agreements that contains the terms and conditions of the Sideletter re: “Productions Made for New Media” (as modified herein), as follows:*

“H. New Media Productions Made for Initial Exhibition on a Free-to-the-Consumer, Advertiser-Supported New Media Platform or Free Ad-Supported Streaming Television (FAST) Channel

“(1) **Prospective Application**

“The provisions of this subparagraph H. apply to the following ‘High Budget, Mid Budget and Low Budget AVOD or FAST Channel Programs’ (as those terms are defined in subparagraph (2) below) only:

“(a) any new season of a High Budget, Mid Budget or Low Budget AVOD or FAST Channel series for which principal photography of the first episode of the season commences on or after [August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later];

“(b) any High Budget, Mid Budget or Low Budget AVOD or FAST Channel mini-series for which principal photography of the first part of such mini-series commences on or after [August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later]; and

“(c) any one-time High Budget, Mid Budget or Low Budget AVOD or FAST Channel programs which commence principal photography on or after [August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later].

“(2) **High Budget, Mid Budget and Low Budget AVOD or FAST Channel Programs Defined**

“The terms and conditions set forth in this subparagraph H. shall be applicable only to the following productions made for initial exhibition on a free-to-the-consumer, advertiser-supported new media platform (‘AVOD’) or a free ad-supported streaming television channel (‘FAST Channel’):

“(a) Original and derivative dramatic new media productions which meet the following ‘high budget’ criteria (hereinafter ‘High Budget AVOD or FAST Channel Programs’):

“Length of Program as Initially Exhibited*"	“High Budget” Threshold
“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 subparagraph, regardless of their budgets.

“(b) Original, live action dramatic new media productions which meet the following ‘mid budget’ criteria (hereinafter “Mid Budget AVOD or Fast Channel Programs”):

“Length of Program as Initially Exhibited*"	“Mid-Budget” Threshold
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 are not subject to this subparagraph H. and, instead, are subject to subparagraph D.(1) of this Paragraph, regardless of their budgets.

“(c) Covered original, live action dramatic new media productions (other than an “Experimental New Media Production”) which meet the following criteria (hereinafter “Low Budget AVOD or FAST Channel Programs”):

“Length of Program as Initially Exhibited*"	“Low Budget” Threshold
“20-35 Minutes	Less than \$900,000
“36-65 Minutes	Less than \$1,750,000
“66 Minutes or more	Less than \$2,100,000

“* Original, live action dramatic new media productions which are less than 20 minutes in length are not subject to this subparagraph H. and, instead, are subject to subparagraph D.(1) of this Paragraph regardless of their budgets.

“(3) **Terms and Conditions**

“(a) **High Budget AVOD or FAST Channel Programs**

“The terms and conditions applicable to a High Budget AVOD or FAST Channel Program, as defined in subparagraph H.(2) above, shall be as provided in the 2024 IATSE Basic Agreement and the West Coast Studio Local Agreements, subject to the modifications below: [*See the charts attached as Exhibit “C” hereto for applicable terms and conditions.*]

“(b) **Mid Budget AVOD or FAST Channel Programs**

“The terms and conditions applicable to a Mid Budget AVOD or FAST Channel Program, as defined in subparagraph H.(2) above, shall be as provided in the 2024 IATSE Basic Agreement and the West Coast Studio Local Agreements, subject to the modifications below: [*See the charts attached as Exhibit “C” hereto for applicable terms and conditions.*]

“(c) Low Budget AVOD or FAST Channel Programs

“The terms and conditions applicable to a Low Budget AVOD or FAST Channel Program, as defined in subparagraph H.(2) above, shall be as provided in the 2024 IATSE Basic Agreement and the West Coast Studio Local Agreements, subject to the modifications below:” [See the charts attached as Exhibit “C” hereto for applicable terms and conditions.]

e. Exhibition of Motion Pictures Transmitted Via New Media Sideletter

Add a new Article to the Basic Agreement to incorporate the provisions of the Sideletter re: Exhibition of Motion Pictures Transmitted Via New Media and renew the sunset clause therein.

f. Special Conditions in Local 700 Amendment Agreements (Third Area)

Modify Paragraph 3(b)(2)(A) of the Local 700 (Majors) Amendment Agreement (and make conforming changes to Paragraph 3(b)(2)(A) of the Local 700 (Independents) Amendment Agreement) as follows:

“(b) Terms and Conditions for Employees Employed Outside the Scope of Article 1 of the ~~2021~~2024 Local 700 Post-Production (Majors) Agreement and Outside the Scope of Paragraph 3(a) Above

* * *

“(A) Wages

“The wage rates set forth in Paragraphs 1 and 31 of the 2021 Local 700 Post-Production (Majors) Agreement or in the Videotape Agreement as applicable, shall apply, except as follows:

“(i) (a) Except as set forth in (b) and (c) below, when Employees are employed on one-hour episodic television series, or one-half hour or one-hour pilots, the wage rates set forth in the applicable Agreement (i.e., in the ~~2021~~2024 Local 700 Post-Production (Majors) Agreement or in the Videotape Agreement) for the period immediately preceding the period in question shall apply;

“(b) When employees are employed on one-hour episodic television series, one-half hour or one-hour pilots, for which principal photography of the pilot or the first episode of the season (in the case of a season of a series) commences on or after [insert date that is August 4, 2024 [September 29, 2024 in the case of the Videotape Agreement] or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], the wage rates set forth in the applicable Agreement (i.e., in the 2024 Local

700 Post-Production (Majors) Agreement or in the Videotape Agreement), reduced by three percent (3%), shall apply;

“(c) When employees are employed on new mini-series produced in Los Angeles (other than mini-series made for basic cable) for which principal photography of the first part of the mini-series commences on or after [insert date that is August 4, 2024 [September 29, 2024 in the case of the Videotape Agreement] or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], the wage rates set forth in the applicable Agreement (i.e., in the 2024 Local 700 Post-Production (Majors) Agreement or in the Videotape Agreement), reduced by three percent (3%), shall apply;

“(ii) (a) Except as set forth in (b) below, when Employees are employed on productions of a type covered by the 2021 Sideletter re: “Special Conditions for Long-Form Television Motion Pictures (Including Movies-of-the-Week, Mini-Series and Two (2) Hour Pilots for Which No Commitment for a Series Exists at the Time of the Pilot Order)” the wage rates set forth in Appendix "A" attached hereto shall apply; and

“(b) When employees are employed on made-for-television long-form projects (including movies-of-the-week and two (2) hour pilots, provided that no commitment for a series is attached to the pilot order^[1]) produced in Los Angeles (other than those made for basic cable) for which principal photography of the motion picture commences on or after [insert date that is August 4, 2024 [September 29, 2024 in the case of the Videotape Agreement] or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], the wage rates set forth in Appendix "A" attached hereto (with hourly rates reduced by no more than ten percent (10%)) shall apply;

“(iii) (a) Except as set forth in (b) and (c) below, when Employees are employed on basic cable productions, the wage rates set forth in Appendix “A” attached hereto shall apply to the pilot and first season of an episodic television series, and the wage rates set forth in the applicable Agreement (i.e., in the ~~2021~~2024 Local 700 Post-Production (Majors) Agreement or in the Videotape Agreement) for the period immediately preceding the period in question shall apply to the second and third seasons of an episodic television series;

“(b) When employees are employed on basic cable pilots or episodic television series, for which principal photography of the pilot or the first episode of the season (in the case of a season of a series) commences on or after [insert date that is August 4, 2024 [September 29, 2024 in

^[1] If there is a firm commitment for a series at the time the two (2) hour pilot is ordered, subparagraph (i) above shall apply.

the case of the Videotape Agreement] or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], the wage rates set forth in Appendix “A” attached hereto (with hourly rates reduced by no more than twelve and one-half percent (12.5%)) shall apply to the pilot and first season of an episodic television series, and the wage rates set forth in the applicable Agreement (i.e., in the 2024 Local 700 Post-Production (Majors) Agreement or in the Videotape Agreement), reduced by three percent (3%), shall apply to the second and third seasons of an episodic television series;

“(c) When employees are employed on a long-form motion picture or mini-series produced in Los Angeles for basic cable, for which principal photography of the motion picture or the first part of the mini-series commences on or after [insert date that is August 4, 2024 [September 29, 2024 in the case of the Videotape Agreement] or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], the wage rates set forth in Appendix “A” attached hereto (with hourly rates reduced by no more than twelve and one-half percent (12.5%)) shall apply;”

5. **Rest Period Penalty**

Modify the West Coast Studio Local Agreements (including the Amendment Agreements) so that, effective for motion pictures, parts of a mini-series or episodes of a series which commence principal photography on or after *[insert date that is the first Sunday that is 90 days after August 4, 2024 or the business day on which the AMPTP receives notice of ratification, whichever is later]*, all invasions of the daily or weekend rest period for which the penalty is “additional straight time for all such invaded time” shall be replaced with a penalty of “additional double time for all such invaded time.” When this penalty is applicable, if the rest period is invaded by one-half hour or less, the penalty shall be payment of one-half hour of additional double time; if the rest period is invaded by more than one-half hour, the penalty shall be computed in one-tenth hour increments (e.g., a thirteen (13) minute invasion would result in payment of additional double time for one-half hour, and a thirty-six (36) minute invasion would result in payment of additional double time for six-tenths of an hour).

6. **Courtesy Housing**

Modify Article XXIX(a) of the Basic Agreement and Paragraph 21(e) of the West Coast Studio Local Agreements as follows:

“~~Courtesy Housing or Transportation - Upon request of an employee who~~ When an employee is required to work in excess of fourteen (14) hours in the studio zone and who advises the Producer that he or she is too tired to drive home safely, Producer shall ~~provide~~ offer the employee either courtesy housing or round trip transportation, at the Producer’s election. Round trip transportation shall be from the designated crew parking area to home and return at the Producer's expense. Producer shall inform employees of the availability of courtesy housing or round trip transportation.

Employees shall not be required to secure their own courtesy housing or round trip transportation. Producer must supply and arrange for sufficient courtesy housing/round trip transportation to accommodate all employees who may request the same. In this circumstance, an employee who chooses to obtain transportation through a ride share service such as Uber or Lyft shall be reimbursed upon submission of a receipt.

“Courtesy housing, when offered, must be available to the employee for at least the applicable daily rest period, or until the employee’s call time, whichever is earlier.

“Producer shall provide secured parking for employees utilizing courtesy housing/round trip transportation when the employee’s vehicle is left at the production location. If an employee has driven to the worksite when Producer offered the employee transportation, Producer shall have no responsibility for the personal vehicle of an the employee who elected to use his or her personal vehicle in lieu of Producer provided transportation.

“Producer shall include information on the call sheet informing employees of these new provisions obligating the Producer to offer either courtesy housing or round trip transportation, which shall include the name and contact information of the individual responsible for coordinating the same on each production. Producer shall also include a joint message from the Producer and the Union in the start paperwork encouraging employees to utilize courtesy housing/round trip transportation and reminding employees of their right to request the same whenever they are too tired to drive.

“Provision of courtesy housing shall not trigger distant location terms and conditions.”

Make conforming changes to the first paragraph of Article XXIX(d) of the Basic Agreement, Paragraph 24 of the West Coast Studio Local Agreements, Paragraph (6)(iii) of the Local 600 (Camera) Amendment Agreement and Paragraph 3(a)(12)(D) of the Local 700 (Majors and Independents) Amendment Agreements.

Make conforming changes to Article XXIX(b)(2)(iii) of the Basic Agreement and Paragraph 22(b)(3) of the West Coast Studio Local Agreements as follows:

“(iii) Courtesy housing shall be offered to those employees who work in excess of twelve (12) hours in the secondary studio zone. In the alternative, the Producer may provide round trip transportation to home and return at the Producer’s expense. When an employee is required to work in excess of twelve (12) hours in the secondary studio zone, Producer shall offer the employee either courtesy housing or round trip transportation, at the Producer’s election. Round trip transportation shall be from the designated crew parking area to home and return at the Producer’s expense. Producer and shall inform employees of the availability of courtesy housing or round trip transportation. Employees shall not be required to secure their own courtesy housing or round trip transportation. Producer must supply and arrange for sufficient courtesy

housing/round trip transportation to accommodate all employees who may request the same. In this circumstance, an employee who chooses to obtain transportation through a ride share service such as Uber or Lyft shall be reimbursed upon submission of a receipt.

“Courtesy housing, when offered, must be available to the employee for at least the applicable daily rest period, or until the employee’s call time, whichever is earlier.

“Producer shall provide secured parking for employees utilizing courtesy housing/round trip transportation when the employee’s vehicle is left at the production location. If an employee has driven to the worksite when Producer offered the employee transportation, Producer shall have no responsibility for the personal vehicle of the employee.

“Producer shall include information on the call sheet informing employees of these new provisions obligating the Producer to offer either courtesy housing or round trip transportation, which shall include the name and contact information of the individual responsible for coordinating the same on each production. Producer shall also include a joint message from the Producer and the Union in the start paperwork encouraging employees to utilize courtesy housing/round trip transportation and reminding employees of their right to request the same whenever they are too tired to drive.

“Provision of courtesy housing shall not trigger distant location terms and conditions.”

7. **Bulletin Re: Meal Penalties**

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

“During the 2024 negotiations for the IATSE Basic Agreement, the Union raised concerns that Producers use the twelve (12) minute grace period to delay meal periods beyond six (6) hours from call or the last meal period (without payment of meal penalties) on a daily or planned basis.

“This bulletin is a reminder that under the West Coast Studio Local Agreements, the twelve (12) minute grace period ‘shall not be scheduled nor automatic nor is it intended for everyday use.’ Please be sure that production personnel, particularly Assistant Directors, are aware of this restriction on the use of the twelve (12) minute grace period.”

8. **Juneteenth**

- a. Effective January 1, 2025, Juneteenth shall be added as a holiday in the West Coast Studio Local Agreements and Amendment Agreements. Increase the unworked holiday percentage (when applicable) from 4% to 4.583% commencing with the period January 1, 2025 to and including December 31, 2025 and

continuing in the period January 1, 2026 to and including December 31, 2026 and in the period January 1, 2027 to and including December 31, 2027.

- b. Modify Paragraph 9(e)(4) of the West Coast Studio Local Agreements as follows:

“(4) The applicable percentage computation described under this subparagraph (e) above shall not be applicable to any employee hereunder for any calendar year in which ~~he the employee~~ is paid for ~~nine (9) ten (10)~~ recognized holidays not worked (eleven (11) recognized holidays, effective January 1, 2025).”

9. **Triple Time**

The following shall be effective as of August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later:

- a. *Make the following modifications to Paragraph 11(a). (Language below taken from Paragraph 11(a) of the Local 44 Agreement. Conforming changes to be made to Paragraph 11(a) of the following Agreements: Local 80 (Grips and First Aid), Local 600 (Camera), Local 695, Local 700 (Majors, Independents and Labs), Local 705, Local 728, Local 729, Local 800 (Illustrators and Matte Artists), Local 800 (Set Designers and Model Makers), Local 800 (Scenic, Title and Graphic Artists), 871 (Script Supervisors), Local 884 and Local 892.)*

“(a) (1) All time worked at a studio zone (or secondary studio zone) location⁵ or nearby location, including a combination of work in the same shift of work between a studio and any of such locations, in excess of fourteen (14) consecutive hours (including meal periods) from the time of reporting for work shall be Golden Hours and shall be paid for at the following rates:

“Occurring on Any Day Other than a Holiday or the Sixth or Seventh Day Worked in an Employee's Workweek: Two (2) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], three (3) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“Occurring on the Sixth Day Worked in an Employee's Workweek: Three (3) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours and, effective for motion pictures, new mini-series and seasons of series commencing principal

⁵ See Paragraph 21(d)(2) for the Golden Hour rules that apply when an employee reports for work outside the studio and within the studio zone or secondary studio zone.

photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], four and one-half (4.5) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“Occurring on the Seventh Day Worked in an Employee's Workweek or Holidays: Four (4) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], six (6) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“(2) In a shift of work all of which occurs solely on the premises in a studio, all time worked in excess of twelve (12) consecutive hours (including meal periods) from the time of reporting for work shall be Golden Hours and shall be paid at the following rates:

“Occurring on Any Day Other than a Holiday or the Sixth or Seventh Day Worked in an Employee's Workweek: Two (2) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of twelve (12) consecutive hours and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], three (3) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“Occurring on the Sixth Day Worked in an Employee's Workweek: Three (3) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of twelve (12) consecutive hours and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], four and one-half (4.5) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“Occurring on the Seventh Day Worked in an Employee's Workweek or Holiday: Four (4) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of twelve (12) consecutive hours and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], six (6) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“(3) For "on production" employees who are employed on television productions and whose shift of work occurs solely on the premises in a studio, or at a studio zone (or secondary studio zone) location, or at a nearby location, or at a combination of a studio and a studio zone (or secondary studio zone) and/or nearby location, Golden Hours as provided in subparagraphs (1) and (2) above and in Paragraph 21(d)(2) shall be based on hours worked, rather than elapsed. For example, if such an employee works solely at a studio, all time worked in excess of twelve (12) work hours shall be Golden Hours and shall be paid for in accordance with subparagraph (2) above.”

- b. *Modify Paragraph (2) of the Local 600 (Camera) Amendment Agreement, as follows:*

“(2) Overtime

Except as provided otherwise in subparagraphs (i), (ii) and (iii) below, camerapersons working in the Corridor shall be paid time and one-half the regular basic hourly rate for hours worked in excess of eight (8) hours per day, double the regular basic hourly rate for hours worked after twelve (12) elapsed hours, ~~and~~ two and one-half times the regular basic hourly rate for hours worked after fourteen (14) elapsed hours and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], three times the regular basic hourly rate for hours worked after fifteen (15) elapsed hours.

“(i) Double time on productions covered under the Special Conditions Sideletters listed in Paragraph (1)(a) of this Amendment Agreement (other than the Home Video Sideletter) shall be paid after twelve (12) hours worked.

“(ii) Overtime on a one-half hour or one-hour pilot, one-hour episodic television series, long-form television motion picture, mini-series or two (2) hour pilot for which no commitment for a series exists at the time of the pilot order, the principal photography of which commences prior to [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], shall be capped at double the regular basic hourly rate.

“(iii) Overtime on productions made under the Home Video Sideletter for which the Producer has elected to use the terms of the Long-Form Television Sideletter shall be as provided in the Long-Form Television Sideletter, *i.e.*, time and one-half after eight (8) hours worked, ~~and~~ double time after fourteen (14) hours elapsed and, effective for motion pictures, new mini-series and seasons of series

commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], triple time after fifteen (15) hours elapsed.”

- c. *Modify Paragraph 11(a) of the Local 700 (Screen Story Analyst) Agreement as follows:*

“11. Golden Hour Provisions

“The following Golden Hour provisions shall be applicable only if the employee is directed by the employee’s his Department Head to work in excess of twelve (12) consecutive elapsed hours:

“(a) (1) In a shift of work all of which occurs solely on the premises in a studio, or if a Story Analyst is instructed by the his Department Head to perform the duties of a Story Analyst at home, all time worked in excess of twelve (12) consecutive hours (including meal periods) from the time of reporting for work shall be Golden Hours and shall be paid at the following rates:

“Occurring on Any Day Other than a Holiday or the Sixth or Seventh Day Worked in an Employee's Studio Workweek: Two (2) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of twelve (12) consecutive hours and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], three (3) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“Occurring on the Sixth Day Worked in an Employee's Studio Workweek: Three (3) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of twelve (12) consecutive hours and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], four and one-half (4.5) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“Occurring on the Seventh Day Worked in an Employee's Workweek or Holiday: Four (4) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of twelve (12) consecutive hours and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of

ratification, whichever is later], six (6) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“(2) For "on production" employees only who are employed on television productions and whose shift of work occurs solely on the premises in a studio, or at a studio zone (or secondary studio zone) location, or at a nearby location, or at a combination of a studio and a studio zone (or secondary studio zone) and/or nearby location, golden hours as provided in subparagraph (1) above shall be based on hours worked, rather than elapsed. For example, if such an employee works solely at a studio, all time worked in excess of twelve (12) work hours shall be Golden Hours and shall otherwise be paid for in accordance with subparagraph (1) above.”

d. *Modify Paragraph 11(a) of the Local 706 Agreement as follows:*

“(a) (1) Except as provided below, all time worked at a studio zone (or secondary studio zone) location⁴ or nearby location, including a combination of work in the same shift of work between a studio and any of such locations, in excess of fourteen (14) consecutive hours (including meal periods) from the time of reporting for work shall be Golden Hours and shall be paid for at the following rates:

“Occurring on Any Day Other Than a Holiday or the Sixth or Seventh Day Worked in an Employee's Studio Workweek: Two (2) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], three (3) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“Occurring on the Sixth Day Worked in an Employee's Studio Workweek: Three (3) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], four and one-half (4.5) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“Occurring on the Seventh Day Worked in an Employee's Studio Workweek or Holiday: Four (4) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours and,

⁴ See Paragraph 21(d)(2) for the Golden Hour rules that apply when an employee reports for work outside the studio and within the studio zone or secondary studio zone.

effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], six (6) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“(2) (i) In a shift of work all of which occurs solely on the premises in a studio, all time worked in excess of twelve (12) consecutive hours (including meal periods) from the time of reporting for work shall be Golden Hours and shall be paid at the following rates:

“Occurring on Any Day Other Than a Holiday or the Sixth or Seventh Day Worked in an Employee's Studio Workweek: Two (2) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of twelve (12) consecutive hours and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], three (3) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“Occurring on the Sixth Day Worked in an Employee's Studio Workweek: Three (3) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of twelve (12) consecutive hours and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], four and one-half (4.5) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“Occurring on the Seventh Day Worked in an Employee's Studio Workweek or Holiday: Four (4) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of twelve (12) consecutive hours and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], six (6) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“(ii) If an employee reports for (drives to) work outside a studio and within the studio zone (or secondary studio zone), all time worked in excess of twelve (12) consecutive hours (including meal periods) from the time of reporting for work shall be Golden Hours and shall be paid for at the following rates:

“Occurring on Any Day Other Than a Holiday or the Sixth or Seventh Day Worked in an Employee's Studio Workweek: Two (2) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of twelve (12) consecutive hours and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], three (3) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“Occurring on the Sixth Day Worked in an Employee's Studio Workweek: Three (3) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of twelve (12) consecutive hours and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], four and one-half (4.5) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“Occurring on the Seventh Day Worked in an Employee's Studio Workweek or Holiday: Four (4) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of twelve (12) consecutive hours and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], six (6) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“(3) For ‘on production’ employees only who are employed on television productions and whose shift of work occurs solely on the premises in a studio, or at a studio zone (or secondary studio zone) location, or at a nearby location, or at a combination of a studio and a studio zone (or secondary studio zone) and/or nearby location, Golden Hours as provided in subparagraphs (1) and (2) above and in Paragraph 21(d)(2) shall be based on hours worked, rather than elapsed. For example, if such an employee works solely at a studio, all time worked in excess of twelve (12) work hours shall be Golden Hours and shall be paid for in accordance with subparagraph (2) above.”

- e. *Modify Paragraph 3(a)(8)(A)-(E) of the Local 700 Majors and Independents Amendment Agreements as follows:*

“(8) Premium Pay

“(A) Except as hereinafter provided, all work in excess of eight (8) hours per day, or nine (9) hours in the case of Foley Artists, or forty (40) hours per week shall be paid for at the rate of time and one-half.

“(B) All work performed after twelve (12) continuous hours have elapsed shall be paid for at the rate of double time, ~~and~~ all work performed after fourteen (14) continuous hours have elapsed shall be paid for at the rate of two and one-half times the Employee's regular rate of pay and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], all work performed after fifteen (15) continuous hours have elapsed shall be paid for at the rate of three (3) times the Employee's regular rate of pay.

“(C) All work performed on the Employee's sixth day of work shall be paid for at the rate of time and one-half, ~~and~~ all work performed after twelve (12) continuous hours have elapsed on the sixth day of work shall be paid for at the rate of double time, ~~and~~ all work performed after fourteen (14) continuous hours have elapsed shall be paid for at the rate of two and one-half times the Employee's regular rate of pay and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], all work performed after fifteen (15) continuous hours have elapsed shall be paid for at the rate of three (3) times the Employee's regular rate of pay.

“(D) All work performed on an Employee's seventh day of work shall be paid at double time, ~~and~~ all work performed after fourteen (14) continuous hours have elapsed shall be paid for at the rate of two and one-half times the Employee's regular rate of pay and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], all work performed after fifteen (15) continuous hours have elapsed shall be paid for at the rate of three (3) times the Employee's regular rate of pay.

“(E) All work performed on the holidays set forth in Paragraph 3(a)(10) shall be paid at double time, ~~and~~ all work performed after fourteen (14) continuous hours have elapsed shall be paid for at the rate of two and one-half times the Employee's regular rate of pay and, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day

on which the AMPTP receives notice of ratification, whichever is later], all work performed after fifteen (15) continuous hours have elapsed shall be paid for at the rate of three (3) times the Employee's regular rate of pay."

* * *

f. *For the Sideletter re: "Special Conditions for Long-Form Television Motion Pictures (Including Movies-of-the-Week, Mini-Series and Two (2) Hour Pilots for Which No Commitment for a Series Exists at the Time of the Pilot Order)," see Item 4.b. above.*

g. Assistant Production Office Coordinators and Art Department Coordinators

i. *Add a new subparagraph to Paragraph 11(a) of the Local 871 (Production Office Coordinator, Assistant Production Office Coordinator, Art Department Coordinator) Agreement as follows:*

"Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], Assistant Production Office Coordinators and Art Department Coordinators employed on a theatrical motion picture shall be engaged on an hourly basis. Wage rates for such employees shall be subject to individual negotiation between the employee and the Producer."

ii. *Modify Paragraph 11(b)(2) of the Local 871 (Production Office Coordinator, Assistant Production Office Coordinator, Art Department Coordinator) Agreement as follows:*

"(2) Overtime for Assistant Production Office Coordinators and Art Department Coordinators employed on a television motion picture (or on a theatrical motion picture, effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]) shall be payable at the rate of one and one-half times the employee's Regular Basic Hourly Rate for time worked in excess of eight (8) hours per day or in excess of forty (40) hours per week. ~~Effective August 5, 2018,~~ Overtime for Assistant Production Office Coordinators and Art Department Coordinators employed on a television motion picture (or on a theatrical motion picture, effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]) shall be payable at the rate of two times the employee's Regular Basic Hourly Rate for time worked in excess of twelve (12) hours per day. Effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification,

whichever is later], overtime for Assistant Production Office Coordinators and Art Department Coordinators shall be payable at the rate of three (3) times the employee's Regular Basic Hourly Rate for time worked in excess of fifteen (15) consecutive hours (including meal periods) in a day from the time of reporting for work. Overtime shall not be compounded."

Make conforming changes as necessary.

- h. *No modification shall be made to Paragraph 12 of the Local 871 (Script Coordinators and Writers' Room Assistants) Agreement.*

10. **Seventh Days and Holidays for "On Call" Employees**

Add the following to all Agreements which have "on call" classifications, including by adding the following as a new subparagraph (3) to Paragraph 1(b) of the following Agreements: Local 44, Local 80 (Grips), Local 695, Local 700 (Majors and Independents), Local 700 (Labs), Local 705, Local 728, Local 729, Local 800 (Scenic Artists) and Local 800 (Illustrators). Make conforming changes by adding a new paragraph to footnote 6 to Paragraph 1 of the Local 600 (Publicists) Agreement, footnote 1 to Paragraph 1 of the Local 706 Agreement, Local 800 (Art Directors) Agreement and Local 892 Agreement and footnote 2 to Paragraph 1 of the Local 884 Agreement. (No changes are required for the Local 871 (Production Office Coordinators and Assistant Production Office Coordinators) Agreement, which already provides for two times one-fifth of the 'on call' weekly rate for seventh days worked at the instruction of the Producer.)

"(3) "On Call" Employee's Seventh Day Worked Within the Employee's Workweek

"Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], if an employee hired under the "On Call" schedule is specifically instructed and required by Producer to work on a seventh day within the employee's workweek, under the direction and control of the Producer, the employee shall receive two times one-fifth (1/5) of the 'on call' weekly rate in effect for each such day so worked."

Make conforming changes as needed.

11. **Climate Control**

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

"During the 2024 negotiations for the IATSE Basic Agreement, the Union discussed that employees, both on and off production, work under varied conditions, including a wide range of temperatures. The Union raised concerns regarding on and off production employees' receipt of accommodations for heating (when working in a cold environment) and cooling (when working in a hot environment).

“Accordingly, this bulletin serves as a reminder that Producers should endeavor to provide those accommodations, which may include air conditioning or heating, fans, shade or heating tents and similar accommodations, when the temperature calls for those arrangements to be made. It is understood that the exact nature of the accommodations may vary depending on the circumstances, such as availability in the location where the work is taking place. It is also worth noting that open stage doors adversely affect the efficiency of heating and cooling systems, and efforts should be made to minimize the amount of time that stage doors are left open.”

12. **Distant Location Provisions**

a. Travel Time

- i. *The following modifications shall apply to Paragraph 39(a) of the following Agreements: Local 44, Local 80 (Grips), Local 600 (Camera), Local 695, Local 700 (Majors and Independents and Labs), Local 728, Local 729, Local 800 (Illustrators and Matte Artists).*

“(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. ‘On call’ employees who travel only to or from distant location shall be paid an allowance of one-sixth (1/6) of the scheduled minimum weekly ‘on call’ rate for any day so traveled. Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], Producer shall make pension and health contributions based on the employee’s actual travel time on such days, with a minimum of four (4) hours and a maximum of eight (8) hours.”

- ii. *Modify Paragraphs 39(a) of the Local 80 (First Aid) Agreement and Local 800 (Set Designers and Model Makers) Agreement as follows:*

“(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 travelled, whichever is greater, but in no event more than eight (8) hours of pay at straight time. Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], Producer shall make pension and health contributions based on the employee’s actual travel time on such days, with a minimum of four (4) hours and a maximum of eight (8) hours.”

- iii. *Modify Paragraph 39(a) of the Local 600 (Publicists) Agreement as follows:*

“(a) Travel time occurring when a minimum call is not in effect shall not be considered as work time. On any day of the week when 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. "On call" employees who travel only to or from a distant location shall be paid an allowance of one-sixth (1/6) of the scheduled minimum "on call" rate for any day so traveled. Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], Producer shall make pension and health contributions based on the employee’s actual travel time on such days, with a minimum of four (4) hours and a maximum of eight (8) hours.”

- iv. *Modify Paragraph 39(a) of the Local 705 Agreement as follows:*

“(a) For any day of the week (including holidays) on which an employee (other than an "on call" 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. For any day of the week (including holidays) on which an "on call" employee travels only, the employee shall receive an allowance of one-sixth (1/6) of the scheduled minimum weekly "on call" rate for any day so traveled. Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], Producer shall make pension and health contributions based on the employee’s actual travel time on such days, with a minimum of four (4) hours and a maximum of eight (8) hours.”

- v. *Modify Paragraph 39(a) of the Local 706 Agreement as follows:*

“(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. "On call" employees who travel only to or from distant location shall be paid an allowance of one-sixth (1/6) of the scheduled minimum "on call" rate for any day so traveled. Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], Producer shall make pension and health contributions based on the employee’s actual travel time on such days, with a minimum of four (4) hours and a maximum of eight (8) hours.”

- vi. *Modify Paragraph 39(a) of the Local 800 (Scenic, Title and Graphic Artists) Agreement as follows:*

“(a) For any day of the week (including holidays) on which an "on call" employee travels only, the employee shall receive an allowance equal to one-sixth (1/6) of the scheduled minimum weekly "on call" rate for any day so traveled. Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], Producer shall make pension and health contributions based on the employee’s actual travel time on such days, with a minimum of four (4) hours and a maximum of eight (8) hours.”

- vii. *Modify Paragraph 39(a) of the Local 800 (Art Directors) Agreement as follows:*

“(a) For any day of the week (including holidays) on which an "on call" employee travels only to or from distant location, the employee shall receive an allowance of one-sixth (1/6) of the scheduled minimum weekly "on call" rate. Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], Producer shall make pension and health contributions based on the employee’s actual travel time on such days, with a minimum of four (4) hours and a maximum of eight (8) hours.”

- viii. *Modify Paragraph 39(a) of the Local 871 (Script Supervisors) Agreement as follows:*

“(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 travelled, whichever is greater, but in no event more than eight (8) hours of pay at straight time. Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], Producer shall make pension and health contributions based on the employee’s actual travel time on such days, with a minimum of four (4) hours and a maximum of eight (8) hours.”

- ix. *Modify Paragraphs 39(a) of the Local 884 Agreement and Local 892 Agreement as follows:*

“(a) “On call” employees who travel only to or from distant location shall be paid an allowance of one-sixth (1/6) of the scheduled minimum weekly “on call” rate for any day so traveled. Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later],

Producer shall make pension and health contributions based on the employee's actual travel time on such days, with a minimum of four (4) hours and a maximum of eight (8) hours."

- x. *Modify Paragraph 17(c) and (d)(1) of the Local 871 (Production Office Coordinator, Assistant Production Office Coordinator, Art Department Coordinator) Agreement as follows:*

“(c) Travel Pay

“(1) For any day of the week (including holidays) on which an Assistant Production Office Coordinator or an Art Department Coordinator employed on a television motion picture (or on a theatrical motion picture, effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]) 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. Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], Producer shall make pension and health contributions based on the employee's actual travel time on such days, with a minimum of four (4) hours and a maximum of eight (8) hours."

“(2) For any day of the week (including holidays) on which an "on call" employee travels only, the employee shall receive an allowance of one-sixth (1/6) of the employee's weekly rate. Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], Producer shall make pension and health contributions based on the employee's actual travel time on such days, with a minimum of four (4) hours and a maximum of eight (8) hours."

- b. Sixth Day on Distant Location

Modify Paragraph 43 of the Local 600 (Camera) Agreement as follows:

“43. **Sixth Day Worked on Distant Location**

“Subject to any overtime requirements of this Agreement, the sixth day worked in an employee's workweek on distant location is a straight time day."

13. **Artificial Intelligence**

a. *Add a new Article to the IATSE Basic Agreement to provide as follows:*

“**[XLIX]. Artificial Intelligence**

“This Article [XLIX] applies prospectively on or after [*insert the date that is the first Sunday that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*].

“(a) **Definitions**

“The parties acknowledge that ‘Artificial Intelligence’ and ‘AI’ have become catchall names that generally refer to the ability of a machine-based system to apply analysis and logic-based techniques to solve problems or perform tasks and improve as it analyzes more data. An ‘AI System’ is any machine-based system that uses AI as a core function.

“(1) **Machine Learning**. The parties acknowledge that machine learning (‘ML’) is a subset of AI that enables machines to develop algorithms, including via deep learning (as defined below), based on statistical inferences drawn from patterns in submitted training data, including, but not limited to, diffusion models and large language models, for the purpose of performing tasks. Such tasks include, but are not limited to, predicting human behaviors, disseminating information and generating content.

“(2) **Generative Artificial Intelligence**. The parties acknowledge that generative artificial intelligence (‘Gen AI’) refers to a subset of ML that generates new content including, but not limited to, text, video, audio, three-dimensional (3D) models, code, and images. A ‘Gen AI System’ is any machine-based system that uses Gen AI as a core function.

“(3) **Deep Learning**. The parties acknowledge that deep learning refers to a subset of ML based on artificial neural networks that have multiple layers of connected artificial neuron nodes processing data.

“(4) The terms ‘Gen AI’ and ‘Deep Learning’ are used for convenience and this provision shall also apply to any technology that is consistent with the foregoing definitions, regardless of its name or designation.

“(b) **Existing Technologies and Practices**

“The parties acknowledge that the Producers have historically used digital technologies, including without limitation so-called ‘traditional AI’ technologies programmed to perform specific functions (*e.g.*, CGI, VFX, sound effects), and technologies such as those used during any stage of pre-

visualization, pre-production, production, post-production, marketing and distribution and may continue to do so, consistent with their historical practices.

“(c) **New Technologies and Practices**

“(1) The parties acknowledge the importance of human contributions in motion pictures and the need to address the potential impact of the use of AI Systems on employment under the Basic Agreement, the Videotape Electronics Supplemental Basic Agreement and the West Coast Studio Local Agreements (collectively, the ‘Agreements’).

“(2) **Use of New Technologies**

“(i) A Producer continues to have the right to utilize new technologies in connection with motion picture production, including in connection with creative elements. Producer may require employees to use any AI System¹ or resulting output of such systems for use in connection with the performance of covered work. Employees who are assigned to utilize an AI System to perform services, including by inputting prompts or otherwise overseeing the use of the AI System, shall continue to be covered under the terms of the applicable Agreement while performing such work.

“(ii) The Producer will not require an employee to provide prompts furnished by the employee in the performance of bargaining unit work in a manner that results in the displacement of any covered employee.

“(iii) Should an employee use AI Systems in the performance of covered work, the employee will be required to adhere to the Producer’s policies (*e.g.*, policies related to ethics, privacy, security, copyrightability or other protection of intellectual property rights), which shall be provided to the employee. In any event, the Producer retains the right to require that an employee obtain consent from the Producer before using AI Systems, and Producer retains the right to reject the use of AI Systems or any output from such use, including when the use could adversely affect the copyrightability or exploitation of the work or create other risks or liabilities for the Producer. Producer agrees to provide the International Union with any written policies governing the use of AI Systems by employees covered under this Agreement.

“A Producer’s decision to require an employee to use an AI System in connection with the employee’s performance of bargaining unit work, including for any creative elements or administrative tasks, will be subject to consultation with the employee at the employee’s request, provided that the requirements of production allow time for the consultation.

¹ Should the Producer agree to use an employee’s own AI System, Producer and employee shall negotiate for reasonable reimbursement for such use.

“(iv) The Producer shall indemnify the employee from liability and necessary costs, including by providing the employee a legal defense resulting from any claims arising from the use of AI Systems or the resulting output occurring in the performance of the employee’s duties and within the scope of the employee’s employment with Producer, subject to the conditions that:

“(A) This subparagraph (iv) shall not apply in any instance in which the injury, loss or damage is the result of or caused by, in whole or in part, the gross negligence or willful misconduct of such employee;

“(B) Employee is not in breach of the Producer’s policies which have been disclosed to the employee and the employee has made appropriate disclosure of the use of AI Systems to the Producer;

“(C) Immediately upon the employee and/or the Union being informed of any claim or litigation, the employee and/or the Union shall notify Producer thereof and give Producer full details of any claim or the institution of any action for which the employee seeks indemnification under this subparagraph, including by delivering to the Producer every demand, notice, summons, complaint or other process received;

“(D) Producer shall name or cover the employee as an additional insured on its errors and omissions policies, if any, respecting motion pictures; and

“(E) The employee shall cooperate fully in the defense of any claim for which indemnification is provided in this subparagraph (iv), including the attending of hearings and trials, securing and giving evidence and obtaining the attendance of witnesses.

“(d) **Implementation of Work Training Programs**

“(1) The parties acknowledge that the preferred method of addressing impact resulting from new technologies is through provision of work training and other programs designed to foster new skills to improve opportunities for employment and effective use of AI tools. The parties agree to cooperate in the establishment of work training and other programs with respect to covered work under applicable Agreements. A committee will be convened for the purpose of formulating and implementing such training and other programs. The training and other programs shall be designed in cooperation between the parties and shall be focused on training employees in (A) skills required to operate AI Systems associated with the employee’s current work classification and/or (B) new skills required to transition to other classifications of work covered by applicable Agreements. The parties agree that the committee shall meet within ninety (90) days of contract ratification.

“(2) [Discussion of funding mechanism for training through IATTF and CSATF.]

“(e) **Ongoing Obligations**

“(1) **Joint Industry-Wide Meetings**. The parties agree to meet at least semi-annually during the term of the Agreements at the request of the International Union to discuss and review information related to the Producers’ use and intended use of AI Systems in the production of motion pictures covered under applicable Agreements, to the extent that such information has been made publicly available. Topics for the meeting shall be identified in advance.

“(2) Each Producer agrees to meet quarterly with the International Union, on a company-by-company basis, during the term of the respective Agreements, at the request of the International Union. At such meeting, Producer will identify any significant emerging technologies utilizing AI Systems that the Producer is using or intends to use in motion picture production which may affect persons covered by these Agreements. Because Producer’s current and future technology may be discussed during these meetings, and in order to protect Producer’s proprietary and/or confidential information, trade secrets and intellectual property, the International Union agrees that its representatives participating in these meetings will be limited to a reasonable number of individuals (*i.e.*, not to exceed eight [8]) representing bargaining units for which the topics identified in advance to be discussed are relevant, and each participating representative will execute a mutually agreed-upon Confidentiality Agreement.

“(3) Topics for discussion at the meetings described in subparagraphs (1) and (2) above may, in addition to other topics related to AI Systems as proposed in advance of the meeting, include:

“(i) the extent to which jobs may have been affected as a result of the use of AI Systems;

“(ii) physical safety protocols involving the use in work environments of AI-controlled equipment including the use of AI-controlled autonomous vehicles and/or robots;

“(iii) efforts to ensure that use(s) of AI Systems mitigate against bias; and

“(iv) possible unique aspects of training for upskilling or reskilling, in connection with subparagraph (d) above, of experienced bargaining unit employees.

“(f) Claims for violation of this Article are arbitrable and must be brought under this Agreement. All remedies are available with the exception of

injunctive relief. For clarity, the arbitrator shall have no authority to prohibit or restrict the use of any AI System or the resulting outputs.

“(g) Except as explicitly set forth herein, it is understood that this Article does not expand or contract any existing rights and obligations under applicable Agreements. Nothing herein alters the scope of coverage under those Agreements.

“(h) No employee shall be subject to scanning of their visual or vocal likeness for use in a motion picture without the employee’s consent. Producer shall provide the employee with a reasonably specific description of the intended use. The consent must be clear and conspicuous and may be obtained through an endorsement or statement in the employment contract that is separately signed or initialed by the employee or in a separate writing that is signed by the employee. A copy of the consent shall be provided to the Union in advance of it being presented to employees. The employee’s consent to such scanning may not be a condition of employment and the consent itself shall clearly state the same.”

b. *Add a Sideletter to the Basic Agreement to provide as follows:*

“During the 2024 negotiations, the parties reached agreement to add a new Article XLIX to the Basic Agreement to address the Producer’s right to use new technologies, including artificial intelligence and AI Systems (as those terms are defined therein), in connection with motion picture production. Article XLIX was the result of extensive discussions between the parties, including with their respective experts, and calls for regular meetings between the parties during the term to keep the Union advised and informed of developments in the use of AI Systems affecting bargaining unit members. The parties acknowledge both the Producer’s right to use new technologies involving AI System(s) in Article XLIX and the Producer’s obligation, upon request of the Union, to negotiate over any impact of such use on bargaining unit employees as required by law.

“Under the Basic Agreement, Producers may have additional obligations, and other dispute resolution provisions may apply, under the ‘Technological Change’ clauses in many of the West Coast Studio Local Agreements as the result of the introduction of an AI System. Should that be the case, those clauses, including the protections provided therein, shall apply to employees working under those Agreements in addition to the provisions of this Sideletter and Article XLIX.

“Understanding that Producers may adopt technological changes attributable to AI System(s) under West Coast Studio Local Agreements that do not contain a ‘Technological Change’ clause, the parties agreed during the 2024 negotiations that the ‘Technological Change’ clauses, as they exist in other West Coast Studio Local Agreements, shall apply, in addition to the provisions of this Sideletter and Article XLIX, to all technological changes that may result from the introduction of an AI System.

“The parties confirm that a Producer may experiment with using an AI System for the primary purpose of determining, under operating conditions, the feasibility and/or adequacy of performance of any AI System and may test the AI System under operating conditions by persons under the jurisdiction of the Basic Agreement on a temporary basis. Those circumstances do not constitute a technological change or otherwise impose any obligation on Producer, other than those specifically set forth in Article XLIX to the Basic Agreement.”

14. **Safety Officer Pilot Program**

The Producers agree to implement a pilot program in New York and Georgia modeled on California tax incentive legislation (California SB735) as follows during the period July 1, 2025 to and including June 30, 2026:

As part of that pilot program, each of the major studios shall identify at least one (1) dramatic production of 75 minutes or longer in each state (to the extent the major studio has a production shooting in that state) to participate in the pilot program. A dedicated, qualified safety officer shall be engaged to conduct a risk assessment for the production and shall be present on each day to implement the risk assessment.

It is understood that any production(s) chosen to participate in this pilot program may also serve as the participating production under other collective bargaining agreements containing similar obligations and that any production(s) chosen to participate in analogous pilot program(s) under other collective bargaining agreements may conversely serve as pilot program(s) under the IATSE Basic Agreement.

15. **Vacations**

Create a new footnote in Paragraph 72(e)(1) (“Vacations”) of the West Coast Studio Local Agreements as follows:

“The term ‘eligible year’ shall be applied in the following manner with respect to calendar year 2023: As to calendar year 2023 only, an employee shall be deemed to have an ‘eligible year’ if the employee has worked at least forty (40) days.”

16. **Severance Pay**

a. *Modify Paragraph 74(a)(1) of the West Coast Studio Local Agreements (and Paragraph 19 of the Local 871 (Production Office Coordinator, Assistant Production Office Coordinator, Art Department Coordinator) Agreement, Paragraph 30 of the Local 871 Script Coordinators and Writers’ Room Assistants Agreement and Paragraph 3(a)(28)(E) of the Local 700 Majors and Independents Amendment Agreements) as follows:*

“(1) (i) An employee employed by the Producer under this Agreement or its predecessor agreements for one or more qualified years (as

defined in subparagraph (f) hereof) whose employment is severed after August 1, ~~2021~~2024; or

“(ii) an employee who had at least one (1) qualified year (as defined in Paragraph 74(f) of this Agreement) as of August 1, 1985 who has made the required application for retirement to the Motion Picture Industry Pension Plan at least sixty (60) days prior to retiring or has made the required application for retirement to any private retirement plan referred to in Article XV of the Trust Agreement of the Motion Picture Industry Pension Plan and who retires

“shall receive the applicable severance pay set forth below (as modified by subparagraphs (c) and (d) hereof) unless such employee is disqualified for severance pay purposes pursuant to subparagraph (e) hereof.

Qualified Years	Number of Weeks of Severance Pay
1-2	1
3-4	2
5-8	3
9	4
10	5
11-12	6
13-14	7
15	8
16	9
17	10
18	11
19	12
20	13

“An employee with twelve (12) or more qualified years, whose employment is severed on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] or whose retirement date is on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], shall receive an additional twenty-five percent (25%) of the applicable severance pay set forth above.

“The rate at which severance pay is payable shall be determined in the same manner as the rate at which vacation pay is determined under the vacation pay provisions of this Agreement; provided, however, that the base period used in computing the employee's average earnings shall, for the

purpose of severance pay, be based on the twelve (12) consecutive month period ending on the date of severance, instead of the employee's personal income tax earnings year used in computing vacation pay.”

- b. *Add a footnote to the definition of a “qualified year” in Paragraph 74(f) of the West Coast Studio Local Agreements (and Paragraph 19(e) of the Local 871 (Production Office Coordinator, Assistant Production Office Coordinator, Art Department Coordinator) Agreement, Paragraph 30(e) of the Local 871 Script Coordinators and Writers’ Room Assistants Agreement and Paragraphs 3(a)(28)(E) of the Local 700 Majors and Independents Amendment Agreements), as follows:*

“Effective [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], the definition of a ‘qualified year,’ for purposes of Paragraph 74(f), shall be applied in the following manner with respect to calendar year 2023: As to calendar year 2023 only, an employee shall be deemed to have a ‘qualified year’ if the employee has worked at least 94 days.”

- c. *The following modification applies to Paragraph 74(f) of the West Coast Studio Local Agreements (and Paragraph 19 of the Local 871 (Production Office Coordinator, Assistant Production Office Coordinator, Art Department Coordinator) Agreement, Paragraph 30 of the Local 871 Script Coordinators and Writers’ Room Assistants Agreement, Paragraph 3(a)(28)(E) of the Local 700 Majors and Independents Amendment Agreements):*

Modify the definition of a ‘qualified year’ so that an employee whose employment is severed on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] or whose retirement date is on or after [insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], is required to have 170 work days within a 365 consecutive day period (rather than 200 work days) in order to have a qualified year. The foregoing shall apply prospectively only (*i.e.*, it does not apply to qualified years for which the work days occurred prior to the effective date of this provision), except that when a 365 consecutive day lookback period includes days that fall both within the term of the 2021 Agreement and within the term of the 2024 Agreement, the employee will be awarded a qualifying year if the employee worked 170 days within that 365 consecutive day lookback period.

17. **Bulletin re: Non-Roster Classifications**

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

“During the 2024 negotiations for the IATSE Basic Agreement, the Local Unions asked that employees they represent who are employed in job classifications for which no hiring roster exists be given consideration for open positions in those job classifications. Because the Local Unions may be able to recommend qualified personnel to fill open positions, we encourage you to reach out to the applicable Local Union as a resource for qualified personnel.”

18. **Paid Sick Leave**

a. Expanded Paid Sick Leave

Modify Article XLVI. of the Basic Agreement as follows:

“**XLVI. Paid Sick Leave**

“(a) Accrual. Eligible employees covered by the IATSE Basic Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for Producer, up to a maximum of forty-eight (48) hours or six (6) days (up to a maximum of eighty (80) hours or ten (10) days, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]). (In lieu of the foregoing hourly accrual of paid sick leave, and provided that advance notice is given to the employee, a Producer may elect to provide employees, upon their eligibility to use sick leave as provided below (i.e., upon working thirty (30) days for the Producer and after their ninetieth (90th) day (forty-fifth day, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]) of such employment with the Producer (based on days worked or guaranteed), with a bank of twenty-four (24) hours or three (3) days of sick leave per year (forty (40) hours or five (5) days of sick leave per year, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]), such year to be measured, as designated by the Producer, as either a calendar year or starting from the employee's anniversary date. Under this elected option, such banked sick leave days may not be carried over to the following year.) Employees employed outside California shall be eligible for such sick leave ~~commencing February 1, 2022.~~

“(b) To be eligible to accrue paid sick leave, the employee must have worked for the Producer for at least thirty (30) days within a one (1) year period, such year to be measured, as designated by the Producer, as either a calendar year or starting from the employee's anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the

eligible employee has been employed by the Producer for ninety (90) days (forty-five (45) days, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]) (based on days worked or guaranteed), such period to be measured, as designated by the Producer, as either a calendar year or starting from the employee's anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Producer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days (no more than forty (40) hours or five (5) days, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]) during each year of employment as defined by the Employer in advance. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that cannot be waived in a collective bargaining agreement, any sick leave paid pursuant to the law shall count towards satisfying the Producer's obligations to provide paid sick leave under this Article XLVI.

“(c) For employees employed on an hourly or daily basis, a day of sick leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4) hours of pay at the employee's ~~his~~ straight time hourly rate. For weekly employees (including "on call" employees), a day of sick leave pay shall be equal to one-fifth (1/5th) of the employee's weekly rate under the studio minimum wage scales or one-sixth (1/6th) of the employee's weekly rate under the distant location minimum wage scales (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). Replacements for weekly employees (including "on call" employees) may be hired on a *pro rata* basis of the weekly rate regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising the employee's ~~his~~ right to paid sick leave.

“(d) Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the employee or the employee's "family member."²³ Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

²³ "Family member" means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands *in loco parentis*; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood *in loco parentis* when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.

“(e) Accrued, unused sick leave is not paid out on termination, resignation or other separation from employment. If an employee is rehired by the Producer within one (1) year of the employee's separation from employment, the employee's accrued and unused sick leave shall be reinstated, and the employee may begin using the accrued sick leave upon rehire if the employee was previously eligible to use the sick leave or once the employee becomes eligible as provided above.

“(f) Producer shall include in the employee's start paperwork the contact information for the designated Producer representative whom the employee may contact to confirm eligibility and the amount of accrued sick leave available. Such start paperwork shall also include information with respect to the year period (*i.e.*, calendar year or the employee's anniversary date) that the Producer selected to measure the thirty (30) day and ninety (90) day (forty-five (45) day, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]) eligibility periods and the cap on accrual set forth in subparagraph (b) above or, alternatively, if the Producer elected to provide employees with a sick leave bank, the year period (*i.e.*, calendar year or the employee's anniversary date) that the Producer selected for the bank of three (3) sick days (five (5) sick days, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]) as provided in subparagraph (a) above. Producer also shall notify the West Coast office of the IATSE of the name and contact information of the designated Producer representative.

“(g) Any Producer that, as of June 30, 2015, had a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time with respect to eligible employees working in California or that, as of February 1, 2022, has a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time for all other eligible employees, may continue such policy in lieu of the foregoing. Nothing shall prevent a Producer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any employee for the exercising of the employee's his or her right to use paid sick leave.

“(h) Any dispute with respect to sick leave for employees covered under the West Coast Studio Local Agreements shall be subject to the grievance and arbitration procedures provided therein.”

Make conforming changes to the Paid Sick Leave provisions of the West Coast Studio Local Agreements: Article 12 of the Local 44 Agreement, Local 80 (Grips) Agreement, Local 80 (First Aid) Agreement, Local 600 (Camera) Agreement, Local 700 (Labs) Agreement, Local 705 Agreement, Local 706 Agreement, Local 728 Agreement, Local 729 Agreement, Local 800 (Illustrators) Agreement, Local 800 (Scenic Artists) Agreement, Local 800 (Set Designers) Agreement, Local 871

(Script Supervisors) Agreement, Local 884 Agreement; Article 13 of the Local 600 (Publicists) Agreement, Local 695 Agreement, Local 700 (Editorial) Agreement (Majors), Local 700 (Editorial) Agreement (Independents), Local 700 (Screen Story Analysts) Agreement, Local 800 (Art Directors) Agreement, Local 892 Agreement; Article 26 of the Local 871 (Production Office Coordinators, Assistant Production Office Coordinators and Art Department Coordinators) Amendment Agreement; and Article 27 of the Local 871 (Script Coordinators and Writers' Room Assistants) Agreement. Additionally, make conforming changes to Paragraph 3(a)(23)(A) of the Local #700 Amendment Agreements (Majors/Independents).

b. Housekeeping – Update Sick Leave Waivers

Modify Article XLVII. of the Basic Agreement (and the corresponding provisions of the West Coast Studio Local Agreements, including Amendment Agreements) as follows:

“XLVII. 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 of 2013 (N.Y.C. Admin. Code, Section 20-911 *et seq.*); the New York State Paid Sick Leave Law of 2020 (New York Labor Law Section 196-B); the Illinois Paid Leave for All Workers Act (P.A. 102-1143); the Chicago Paid Sick Leave Ordinance (Section 6-105-045 of the Municipal Code of Chicago); the Chicago Paid Leave and Paid Sick and Safe Leave Ordinance (Chapter 6-130 of the Municipal Code of Chicago); the Cook County ~~Earned~~ Paid Sick Leave Ordinance (Chapter 42, Article I, Section 42-1 *et seq.* of the Cook County Code); the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section 12W); the Public Health Emergency Leave Ordinance (San Francisco Police Code Article 33P); the Paid Sick Leave Ordinance of Berkeley, California (Chapter 13.100 of the Berkeley Municipal Code); all requirements pertaining to "paid sick leave" in Chapter 37 of Title 5 of the Municipal Code of Emeryville, California, (including, but not limited to, Chapter 37.01.(e), 37.03, 37.07(a)(1)(ii)(B), and 37.07(f)); ~~the City of Los Angeles Emergency Order regarding Supplemental Paid Leave Due to COVID-19 (amended June 24, 2021); the Los Angeles County COVID-19 Worker Protection Ordinance (Title 8, Chapter 8.200 of the Los Angeles County Code); Los Angeles County Employee Paid Leave for Expanded Vaccine Access~~

~~Ordinance (Title 8, Chapter 8.205 of the Los Angeles County Code); the Long Beach COVID-19 Paid Supplemental Sick Leave Ordinance (Chapter 8.110 of the Long Beach Municipal Code); the Oakland Paid Sick Leave Law (Section 5.92.030 of the Oakland Municipal and Planning Codes); the West Hollywood Sick Pay Ordinance (Section 5.130.030 of the West Hollywood Municipal Code); the Santa Monica Paid Sick Leave Ordinance (Chapter 4.62.025 of the Santa Monica Municipal Code); the Tacoma Paid Sick Leave Ordinance (Title 18, Chapter 18.10 of the Tacoma Municipal Code); the Arizona Earned Paid Sick Time Law (A.R.S. section 23-371 *et seq.*); the New Jersey Paid Sick Leave Act (N.J.S.A. 34:11D-1 *et seq.*); the Bloomfield Sick Leave for Private Employees Ordinance (Chapter 463 of the Code of the Township of Bloomfield, New Jersey); the East Orange Paid Sick Leave Ordinance (Chapter 140 of the Code of the City of East Orange, New Jersey); the Jersey City Paid Sick Time Law (Chapter 4 of the Code of the City of Jersey City, New Jersey); the New Brunswick Paid Sick Time and Paid Safe Time Leave Ordinance (Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey); the Plainfield Sick Leave for Private Employees and City Employees Ordinance (Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey); the Irvington Paid Sick Time Ordinance (Chapter 277, Article I of the Code of the Township of Irvington, New Jersey); the Montclair Paid Sick Leave Ordinance (Chapter 132, Article I of the Code of the Township of Montclair, New Jersey); the Morristown Paid Sick Leave Ordinance (Article XV, § 2-89, *et seq.* of the Code of the Town of Morristown, New Jersey); the Newark Sick Leave for Private Employees Ordinance (Chapter 16:18 of the Code of the City of Newark, New Jersey); the Passaic Paid Sick Leave for Private Employees Ordinance (Chapter 128, Article I of the Code of the City of Passaic, New Jersey); the Paterson Sick Leave for Private Employees Ordinance (Chapter 412 of the Paterson, New Jersey Code); the Trenton Paid Sick Leave Ordinance (Chapter 230 of the Code of the City of Trenton, New Jersey); the District of Columbia Accrued Safe and Sick Leave Act (Section 32-531 of the Code of the District of Columbia) (but only to the extent that an employee working within the District of Columbia is granted at least three (3) days of paid sick leave per calendar year pursuant to the provisions of Article XLVI above) and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the IATSE and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.”~~

19. **Bereavement Leave**

Add the following as a new Paragraph to the West Coast Studio Local Agreements and Amendment Agreements effective August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later.

“In the event of the death of a ‘family member’* of a regularly scheduled employee, the employee shall be allowed up to three (3) days of paid bereavement leave. For employees employed on an hourly or daily basis, a day of bereavement leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. For weekly employees (including ‘on call’ employees), a day of bereavement leave pay shall be equal to one-fifth (1/5th) of the employee's weekly rate under the studio minimum wage scales or one-sixth (1/6th) of the employee's weekly rate under the distant location minimum wage scales.

“An employee who is absent from work due to bereavement leave will be reinstated to the employee’s original position on the production upon return, provided that the position continues to exist; however, for continuity purposes, a Producer is not required to reinstate an employee on an episodic series until work on the current episode has been completed. The Producer and the Union will discuss on a case-by-case basis, upon the request of the Producer, issues related to the individual’s reinstatement.

“* ‘Family member’ means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands *in loco parentis*; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood *in loco parentis* when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.”

20. **Diversity, Equity and Inclusion**

Modify the “Non-Discrimination” provision in the Basic Agreement, West Coast Studio Local Agreements and Amendment Agreements as follows:

~~“The parties agree to continue to comply with all applicable federal and state laws relating to non-discriminatory employment practices. reaffirm 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.”

21. **Grievance Procedure**

a. Modify the regular arbitration panel as follows:

Doug Collins	Najeeb Khoury
Edna Francis	Fred Kuperberg
<u>Kathy Fragnoli</u>	<u>Yuval Miller</u>
Juan Carlos Gonzalez	Kenneth Perea
Joel Grossman	Michael Prihar
Frederick Horowitz	Phillip Tamoush
John Kagel	

b. Modify the expedited arbitration panel as follows:

Mark Burstein
~~Edna Francis~~
Kathy Fragnoli
Joel Grossman
Yuval Miller

c. List the arbitration panels in the body of the grievance and arbitration provisions.

d. Increase the limit for claimed damages under the expedited arbitration procedure from \$15,000 to \$25,000.

e. In the event of an unreasonable delay in the grievance and arbitration procedure, the Union may contact the President of the AMPTP, who will endeavor to expedite a resolution of the matter.

22. **Subcontracting**

Modify Article XX(d) of the Basic Agreement as follows:

“(d) Subcontracting

“The parties recognize the existence of past subcontracting practices within the multi-employer bargaining unit. The parties agree that the rights, limitations and restrictions upon subcontracting practices set forth in the West Coast Studio Local Agreements shall remain in effect.

“The Producer, as a matter of preservation of work for employees who have historically and traditionally performed work under the crafts and classifications as set forth in this Agreement, the Videotape Agreement or the West Coast Studio Local Agreements, agrees that as to bargaining unit work of a type which has not heretofore been subcontracted in the multi-employer bargaining unit, the Producer will subcontract such bargaining unit work to any other person, corporation, joint venture or entity only: (1) if the Producer first notifies the IATSE in writing of its intention to subcontract, and (2) the direct labor costs of the person, corporation, joint venture or entity who will

perform such work under said subcontract are not less than the direct labor costs set forth in this Agreement, the Videotape Agreement, the West Coast Studio Local Agreements or other applicable collective bargaining agreements; or (3) if the Producer lacks the requisite technology, facilities or equipment to perform the work. In addition, the Producer agrees, effective November 1, 2024, to notify the IATSE in writing of its intention to subcontract bargaining unit work of a type that has heretofore been subcontracted in the multi-employer bargaining unit. Except with respect to such notice, nothing in the preceding sentence shall alter the parties' rights, limitations and restrictions with respect to subcontracting under this Article XX(d).”

23. **CSATF-Related Items**

a. Safety Pass Training Stipend

Modify the Sideletter re: Stipend for Safety Pass Training to the Basic Agreement as follows:

“This letter will serve to memorialize our agreement that, ~~effective August 4, 2019,~~ each employee in the bargaining unit covered by the Producer-I.A.T.S.E. Basic Agreement who attends Safety Pass training classes required for ~~his/her~~ the employee’s classification which are administered by Contract Services Administration Trust Fund shall be paid a stipend of \$20.00 for each hour ~~he/she~~ the employee attends such classes outside ~~his or her~~ of employment. Effective January 1, 2025, the applicable stipend shall increase to \$25.00 for each hour the employee attends such classes outside of employment.”

b. CSATF Contribution Rate Increase

Increase the general contribution rate to the Contract Services Administration Trust Fund (“CSATF”) in the IATSE Basic Agreement by three cents (\$0.03) per hour (from sixty cents (\$0.60) per hour to sixty-three cents (\$0.63) per hour) effective [*insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*] and by an additional three cents (\$0.03) per hour (to sixty-six cents (\$0.66) per hour) effective [*insert date that is August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*].

Provide proportional increases to CSATF contribution rates as follows:

Film Labs: Increase CSATF contribution rates for laboratory employees from one and seventy hundredths cents (\$0.0170) per hour to one and seventy-nine hundredths cents (\$0.0179) per hour effective [*insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*] and to one and eighty-seven hundredths cents (\$0.0187) per hour effective [*insert date that is August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*].

Local 871 (Production Office Coordinators, Assistant Production Office Coordinators and Art Department Coordinators Agreement and Script Coordinators and Writers' Room Assistants Agreement): Increase CSATF contribution rates for POCs, APOCs, and Art Department Coordinators from nine and two hundredths cents (\$0.0920) per hour to nine and sixty-six hundredths cents (\$0.0966) per hour effective [*insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*] and to ten and twelve hundredths cents (\$0.1012) per hour effective [*insert date that is August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*]. Increase CSATF contribution rates for Script Coordinators and Writers' Room Assistants from seven and eight hundredths cents (\$0.0708) per hour to seven and forty-three hundredths cents (\$0.0743) per hour effective [*insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*] and to seven and seventy-nine hundredths cents (\$0.0779) per hour effective [*insert date that is August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*].

Costume Houses: Increase CSATF contribution rates for costume house employees from twenty-seven cents (\$0.2700) per hour to twenty-eight and thirty-five hundredths cents (\$0.2835) per hour effective [*insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*] and to twenty-nine and seventy hundredths cents (\$0.2970) per hour effective [*insert date that is August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*].

TAG, Local 839 Agreement: To be addressed during negotiations with Local 839.

24. **Gender Neutral Language**

Modify the Basic Agreement and the West Coast Studio Local Agreements to use gender neutral language that is grammatically correct, including changing “Journeyman/Journeymen” to “Journeyperson” and “Foreman/Foremen” to “Foreperson/Forepersons.” (Change “Men and Women” to “Person” in the Local 80 (First Aid) Agreement.)

FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT “B” ATTACHED HERETO

_____ Date: _____
Carol A. Lombardini, President

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

_____ Date: _____
Matthew D. Loeb, International President

EXHIBIT "A"

The West Coast Studio Locals of the IATSE are named as follows:

Affiliated Property Craftspersons	Local 44
Motion Picture Studio Grips	Local 80
International Cinematographers Guild	Local 600
I.A.T.S.E. Production Sound Technicians, Television Engineers, Video Assist Technicians and Studio Projectionists	Local 695
Motion Picture Editors Guild	Local 700
Motion Picture Costumers	Local 705
Make-Up Artists and Hair Stylists	Local 706
Studio Electrical Lighting Technicians	Local 728
Motion Picture Set Painters and Sign Writers	Local 729
Art Directors Guild	Local 800
The Animation Guild	Local 839
Script Supervisors/Continuity, Coordinators, Accountants & Allied Production Specialists Guild	Local 871
Motion Picture Studio Teachers and Welfare Workers	Local 884
Costume Designers Guild	Local 892

EXHIBIT “B”
Companies Represented by the AMPTP
in the 2024 IATSE Negotiations

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
Alive and Kicking, Inc.
Ambient Sounds Productions LLC
American Costume Corp.
AOH Special, Inc.
Apple Studios LLC
Apple Studios Louisiana LLC
Arecraft 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.
(except IATSE Local 700/formerly
Local 683)
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

EXHIBIT “C”
2024 IATSE NEGOTIATIONS

SPECIAL CONDITIONS SIDELETTERS

For motion pictures, new seasons of series and new mini-series for which principal photography commences on or after *[insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

These provisions apply in the geographical area where currently applicable under the West Coast Studio Local Agreements and except when better conditions apply.

The percentage rate reductions shall not apply when current rates under the applicable sideletter are higher than the proposed percentage reduction.

DESCRIPTION		TERMS AND CONDITIONS
HALF-HOUR PILOT, ONE-HOUR PILOT, ONE-HOUR EPISODIC SERIES – NETWORK TV, PAY TV, HB SVOD, HB AVOD AND HB FAST CHANNEL		
1.	Geographic Scope	Network and Pay TV: Produced in Los Angeles HB SVOD, HB AVOD, HB FAST Channel: Regardless of Location
2.	Wage Rates	Pilots and Season 1: 3% reduction Season 2: 3% reduction Seasons 3+: WCSL Agreement rates
3.	Overtime	<ul style="list-style-type: none"> • 1.5x after 8 hours worked, except as otherwise provided in WCSL Agreement • 2x after 12 hours worked • 3x after 15 hours elapsed
4.	Holidays	Pilots and Season 1: no unworked holiday pay Season 2: 50% unworked holiday pay Seasons 3+: 100% unworked holiday pay
5.	Vacation	Pilots and Season 1: no vacation pay Season 2: 50% vacation pay Seasons 3+: 100% vacation pay
6.	Transportation Allowance	No transportation allowance (\$0.30/mile) for transportation in Los Angeles County within 10-mile radius
7.	Interchange	Per Videotape Agreement concept
8.	Other terms and conditions	Network and Pay TV: Per Basic and WCSL Agreements HB SVOD, HB AVOD, HB FAST Channel: Per New Media Sideletter

DESCRIPTION		TERMS AND CONDITIONS
SINGLE CAMERA HALF-HOUR PRIME TIME DRAMATIC SERIES – NETWORK TV, PAY TV, HB SVOD, HB AVOD AND HB FAST CHANNEL		
1.	Geographic Scope	Network and Pay TV: Produced in Los Angeles HB SVOD, HB AVOD, HB FAST Channel: Regardless of Location
2.	Wage Rates	Season 1: 3% reduction Season 2: 3% reduction Seasons 3+: WCSL Agreement rates
3.	Overtime	<ul style="list-style-type: none"> • 1.5x after 8 hours worked, except as otherwise provided in WCSL Agreement • 2x after 12 hours worked • 3x after 15 hours elapsed
4.	Holidays	Season 1: no unworked holiday pay Season 2: 50% unworked holiday pay Seasons 3+: 100% unworked holiday pay
5.	Vacation	Season 1: no vacation pay Season 2: 50% vacation pay Seasons 3+: 100% vacation pay
6.	Transportation Allowance	No transportation allowance (\$0.30/mile) for transportation in Los Angeles County within 10-mile radius
7.	Interchange	Per Videotape Agreement concept
8.	Other terms and conditions	Network and Pay TV: Per Basic and WCSL Agreements HB SVOD, HB AVOD, HB FAST Channel: Per New Media Sideletter

DESCRIPTION		TERMS AND CONDITIONS
MULTI-CAMERA HALF-HOUR PILOTS AND EPISODIC SERIES – NETWORK TV, PAY TV, HB SVOD, HB AVOD AND HB FAST CHANNEL		
1.	Geographic Scope	Network and Pay TV: Produced in Los Angeles HB SVOD, HB AVOD, HB FAST Channel: Regardless of Location
2.	Wage Rates	Pilots and Seasons 1+: WCSL Agreement rates
3.	Overtime	Network and Pay TV: <ul style="list-style-type: none"> • As provided in Videotape Agreement • 3x after 15 hours elapsed HB SVOD, HB AVOD and HB FAST: <ul style="list-style-type: none"> • 1.5x after 8 hours worked, except as otherwise provided in the WCSL Agreements • 2x after 12 hours worked • 3x after 15 hours elapsed
4.	Holidays	Pilots and Seasons 1+: 100% unworked holiday pay
5.	Vacation	Pilots and Seasons 1+: 100% vacation pay
6.	Transportation Allowance	Transportation allowance applies
7.	Interchange	Per Videotape Agreement concept
8.	Other terms and conditions	Network and Pay TV: Per Videotape Agreement HB SVOD, HB AVOD, HB FAST Channel: Per New Media Sideletter

DESCRIPTION		TERMS AND CONDITIONS
ALL PROGRAMS AND SERIES (INCLUDING MINI-SERIES) MADE FOR BASIC CABLE		
1.	Geographic Scope	Regardless of location (not applicable to Local 600 Amendment Agreement)
2.	Wage Rates	Long-form, Pilot and Season 1: Rates discounted by no more than 12.5% Season 2: 3% reduction Season 3: 3% reduction Seasons 4+: WCSL Agreement rates
3.	Overtime	<ul style="list-style-type: none"> • 1.5x after 8 hours worked, except as otherwise provided in WCSL Agreement • 2x after 12 hours worked • 3x after 15 hours elapsed
4.	Holidays	Long-form, Pilot and Season 1: no unworked holiday pay Season 2: 50% unworked holiday pay Seasons 3+: 100% unworked holiday pay
5.	Vacation	Long-form, Pilot and Season 1: no vacation pay Season 2: 50% vacation pay Seasons 3+: 100% vacation pay
6.	Transportation Allowance	No transportation allowance (\$0.30/mile) for transportation in Los Angeles County within 10-mile radius
7.	Interchange	Long-form, Pilot & Season 1: Per Long-Form Sideletter Season 2+: Per Videotape Agreement concept
8.	Other terms and conditions	Per Basic Agreement and WCSL Agreements

DESCRIPTION		TERMS AND CONDITIONS
MINI-SERIES – NETWORK TV, PAY TV, HB SVOD, HB AVOD, AND HB FAST CHANNEL		
1.	Geographic Scope	Network and Pay TV: Produced in Los Angeles HB SVOD, HB AVOD, HB FAST Channel: Regardless of Location
2.	Wage Rates	3% reduction
3.	Overtime	<ul style="list-style-type: none"> • 1.5x after 8 hours worked, except as otherwise provided in WCSL Agreement • 2x after 12 hours worked • 3x after 15 hours elapsed
4.	Holidays	No unworked holiday pay
5.	Vacation	No vacation pay
6.	Transportation Allowance	No transportation allowance (\$0.30/mile) for transportation in Los Angeles County within 10-mile radius
7.	Interchange	Per Videotape Agreement concept
8.	Other terms and conditions	Network and Pay TV: Per Basic and WCSL Agreements HB SVOD, HB AVOD, HB FAST Channel: Per New Media Sideletter

DESCRIPTION		TERMS AND CONDITIONS
LONG-FORM, MOW, 2-HOUR PILOTS FOR WHICH THERE IS NO SERIES COMMITMENT – NETWORK TV, PAY TV, HB SVOD, HB AVOD AND HB FAST CHANNEL		
1.	Geographic Scope	Network and Pay TV: Produced in Los Angeles HB SVOD, HB AVOD, HB FAST Channel: Regardless of Location
2.	Wage Rates	Network, Pay TV and One-Time HB SVOD, HB AVOD and HB FAST Channel other than ≥ 96 minutes budgeted at $\geq \$34,778,222^{\wedge}$ <ul style="list-style-type: none"> • Rates reduced by no more than 10% One-Time HB SVOD, HB AVOD and HB FAST Channel ≥ 96 minutes budgeted at $\geq \$34,778,222^{\wedge}$ <ul style="list-style-type: none"> • WCSL Agreement rates
3.	Overtime	<ul style="list-style-type: none"> • 1.5x after 8 hours worked, except as otherwise provided in WCSL Agreement • 2x after 12 hours worked • 3x after 15 hours elapsed
4.	Holidays	Network, Pay TV and One-Time HB SVOD, HB AVOD and HB FAST Channel other than ≥ 96 minutes budgeted at $\geq \$34,778,222^{\wedge}$ <ul style="list-style-type: none"> • No unworked holiday pay One-Time HB SVOD, HB AVOD and HB FAST Channel ≥ 96 minutes budgeted at $\geq \$34,778,222^{\wedge}$ <ul style="list-style-type: none"> • 100% unworked holiday pay
5.	Vacation	Network, Pay TV and One-Time HB SVOD, HB AVOD and HB FAST Channel other than ≥ 96 minutes budgeted at $\geq \$34,778,222^{\wedge}$ <ul style="list-style-type: none"> • No vacation pay One-Time HB SVOD, HB AVOD and HB FAST Channel ≥ 96 minutes budgeted at $\geq \$34,778,222^{\wedge}$ <ul style="list-style-type: none"> • 100% vacation pay
6.	Transportation Allowance	Network, Pay TV and One-Time HB SVOD, HB AVOD and HB FAST Channel other than ≥ 96 minutes budgeted at $\geq \$34,778,222^{\wedge}$ <ul style="list-style-type: none"> • No transportation allowance (\$0.30/mile) for transportation in Los Angeles County within 10-mile radius One-Time HB SVOD, HB AVOD and HB FAST Channel ≥ 96 minutes budgeted at $\geq \$34,778,222^{\wedge}$ <ul style="list-style-type: none"> • Per WCSL Agreements
7.	Interchange	Network, Pay TV and One-Time HB SVOD, HB AVOD and HB FAST Channel other than ≥ 96 minutes budgeted at $\geq \$34,778,222^{\wedge}$ <ul style="list-style-type: none"> • Per Long-Form Sideletter One-Time HB SVOD, HB AVOD and HB FAST Channel ≥ 96 minutes budgeted at $\geq \$34,778,222^{\wedge}$ <ul style="list-style-type: none"> • Per WCSL Agreements
8.	Other terms and conditions	Network and Pay TV: Per Basic and WCSL Agreements HB SVOD, HB AVOD, HB FAST Channel: Per New Media Sideletter

[^]Budget threshold subject to general wage increase in year 1 of the Agreement only.

DESCRIPTION		TERMS AND CONDITIONS
LOW BUDGET SVOD, MID-BUDGET SVOD, LOW BUDGET AVOD, MID-BUDGET AVOD, LOW BUDGET FAST CHANNEL, MID-BUDGET FAST CHANNEL		
1.	Geographic Scope	Regardless of location
2.	Wage Rates	Rates reduced by no more than 12.5%
3.	Overtime	<ul style="list-style-type: none"> • 1.5x after 8 hours worked, except as otherwise provided in WCSL Agreement • 2x after 12 hours worked • 3x after 15 hours elapsed
4.	Holidays	No unworked holiday pay
5.	Vacation	No vacation pay
6.	Transportation Allowance	No transportation allowance (\$0.30/mile) for transportation in Los Angeles County within 10-mile radius
7.	Interchange	Per Videotape Agreement concept
8.	Other terms and conditions	Per New Media Sideletter

DESCRIPTION		TERMS AND CONDITIONS
LOCAL 700 – PILOTS – HB SVOD, HB AVOD AND HB FAST CHANNEL		
1.	Wage Rates	<p>High Budget SVOD, High Budget AVOD and High Budget FAST Channel other than Multi-Camera Half-Hour Pilots regardless of location</p> <ul style="list-style-type: none"> • Rates reduced by 3% <p>Multi-Camera Half-Hour High Budget SVOD, High Budget AVOD and High Budget FAST Channel Pilots regardless of location</p> <ul style="list-style-type: none"> • Local 700 Agreement or Amendment Agreement rates, as applicable
2.	Overtime	<p>High Budget SVOD, HB AVOD and HB FAST Channel - work solely on premises of a studio:</p> <ul style="list-style-type: none"> • 1.5x after 8 hours worked, except as otherwise provided in Local 700 Agreement or Amendment Agreement, as applicable • 2x after 12 elapsed • 3x after 15 elapsed

	DESCRIPTION	TERMS AND CONDITIONS
LOCAL 700 – SERIES (OTHER THAN MINI-SERIES) – HB SVOD, HB AVOD AND HB FAST CHANNEL		
1.	Wage Rates	<p>High Budget SVOD, High Budget AVOD and High Budget FAST Channel other than Multi-Camera Half-Hour Episodic Series regardless of location</p> <ul style="list-style-type: none"> • Seasons 1-2: rates reduced by 3% • Season 3+: Local 700 Agreement or Amendment Agreement rates, as applicable <p>Multi-Camera Half-Hour High Budget SVOD, High Budget AVOD and High Budget FAST Channel Episodic Series regardless of location</p> <ul style="list-style-type: none"> • Season 1+: Local 700 Agreement or Amendment Agreement rates, as applicable
2.	Overtime	<p>High Budget SVOD, HB AVOD and HB FAST Channel - work solely on premises of a studio:</p> <ul style="list-style-type: none"> • 1.5x after 8 hours worked, except as otherwise provided in Local 700 Agreement or Amendment Agreement, as applicable • 2x after 12 elapsed • 3x after 15 elapsed

	DESCRIPTION	TERMS AND CONDITIONS
LOCAL 700 – MINI-SERIES – HB SVOD, HB AVOD AND HB FAST CHANNEL		
1.	Wage Rates	<p>All High Budget SVOD, High Budget AVOD and High Budget FAST Channel regardless of location</p> <p>Rates reduced by 3%</p>
2.	Overtime	<p>High Budget SVOD, HB AVOD and HB FAST Channel - work solely on premises of a studio:</p> <ul style="list-style-type: none"> • 1.5x after 8 hours worked, except as otherwise provided in Local 700 Agreement or Amendment Agreement, as applicable • 2x after 12 elapsed • 3x after 15 elapsed

	DESCRIPTION	TERMS AND CONDITIONS
LOCAL 700 – ONE-TIME PROGRAMS – HB SVOD, HB AVOD AND HB FAST CHANNEL		
1.	Wage Rates	<p>High Budget SVOD, High Budget AVOD and High Budget FAST Channel regardless of location</p> <ul style="list-style-type: none"> • Made for ≥ 20M subscribers <ul style="list-style-type: none"> ○ 66-84 minutes <ul style="list-style-type: none"> ▪ Budgeted at ≥ \$4.0M: rates reduced by 3% ▪ Budgeted at ≥ \$3.0M but < \$4.0M: rates reduced by no more than 10% ○ 85-95 minutes <ul style="list-style-type: none"> ▪ Budgeted at ≥ \$4.0M: rates reduced by 3% ▪ Budgeted at ≥ \$3.0M but < \$4.0M: rates reduced by no more than 10% ○ ≥ 96 minutes <ul style="list-style-type: none"> ▪ Budgeted at ≥ \$34,778,222*: Local 700 Agreement or Amendment Agreement rates, as applicable ▪ Budgeted at ≥ \$4.5M (plus \$2.25M for each additional 35 minutes or portion thereof) but < \$34,778,222*: rates reduced by 3% ▪ Budgeted at ≥ \$3.0M but < \$4.5M (plus \$2.25M for each additional 35 minutes or portion thereof): rates reduced by no more than 10% • Made for < 20M subscribers <ul style="list-style-type: none"> ○ 66-84 minutes: rates reduced by no more than 10% ○ ≥ 85 minutes <ul style="list-style-type: none"> ▪ Other than programs budgeted at ≥ \$34,778,222*: rates reduced by no more than 10% ▪ Budgeted at ≥ \$34,778,222*: Local 700 Agreement or Amendment Agreement rates, as applicable
2.	Overtime	<p>High Budget SVOD, HB AVOD and HB FAST Channel - work solely on premises of a studio:</p> <ul style="list-style-type: none"> • 1.5x after 8 hours worked, except as otherwise provided in Local 700 Agreement or Amendment Agreement, as applicable • 2x after 12 elapsed • 3x after 15 elapsed

**Budget threshold subject to general wage increase in year 1 of the Agreement only.*

	DESCRIPTION	TERMS AND CONDITIONS
LOCAL 700 – LOW BUDGET AND MID-BUDGET SVOD; LOW BUDGET AND MID-BUDGET AVOD; AND LOW BUDGET AND MID-BUDGET FAST CHANNEL		
1.	Wage Rates	All Low Budget and Mid-Budget SVOD, Low Budget and Mid-Budget AVOD and Low Budget and Mid-Budget FAST Channel regardless of location <ul style="list-style-type: none"> • Rates reduced by no more than 12.5%
2.	Holidays	No unworked holiday pay
	Vacation	No vacation pay
4.	Overtime	All Low Budget and Mid-Budget SVOD, Low Budget and Mid-Budget AVOD and Low Budget and Mid-Budget FAST Channel regardless of location <ul style="list-style-type: none"> • 1.5x after 8 hours worked, except as otherwise provided in Local 700 Agreement or Amendment Agreement, as applicable • 2x after 12 hours worked • 3x after 15 hours elapsed
5.	Staffing and Interchange	Per Videotape Agreement concept