

September 3, 2024

**MEMORANDUM OF AGREEMENT  
FOR FEATURE AND TELEVISION PRODUCTION CONTRACT  
WITH MOTION PICTURE STUDIO MECHANICS, LOCAL 52, IATSE**

This Memorandum of Agreement (“this Agreement”) is entered into between Motion Picture Studio Mechanics, Local 52, IATSE (hereinafter referred to as “Local 52” or “the Union”), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter “AMPTP”) on behalf of those Producers listed in Exhibit “A” attached hereto which have consented to be part of a single multi-employer bargaining unit (each hereinafter respectively referred to as the “Employer” and collectively referred to as the “Employers”), on the other hand.

This Agreement modifies the provisions of the 2018 Feature and Television Production Contract with Major Producers, as modified by the 2021 Memorandum of Agreement for the Feature and Television Production Contract with Major Producers (collectively hereinafter referred to as “the 2021 Local 52 Majors Agreement”). All of the provisions of the 2021 Local 52 Majors Agreement shall remain the same, except as changed herein.

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

This Agreement is subject to ratification by the membership of Local 52. The provisions herein shall be effective as of October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later, unless a contrary date is specified, in which case such provision shall be effective as of the date so specified.

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

1. **Term**

The term of the 2024 Local 52 Feature and Television Production Contract (the “2024 Local 52 Majors Agreement”) shall commence on October 1, 2024 and continue through September 30, 2027.

*Make conforming changes as necessary, including as follows:*

- a. *Modify the Cover Page to the 2021 Local 52 Majors Agreement as follows:*

**“May 16, 2024 - October 1, 2024 - September 30, 20242027”**

- b. *Modify Article 15 of the 2021 Local 52 Majors Agreement as follows:*

**“ARTICLE 15. TERM OF AGREEMENT AND EFFECTIVE DATE**

“The term of this Agreement shall be from ~~May 16, 2021~~October 1, 2024 to and including September 30, ~~2024~~2027. The provisions of this Agreement shall be effective as of ~~the first Sunday following the date that Local 52 gives notice of ratification to the AMPTP (i.e., June 12, 2022)~~insert date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later}, ~~except to the extent that a contrary date is specified in this Agreement, that when an effective date other than June 12, 2022 is specified, the provision shall be effective on the date specified. The terms and conditions of the 2018 Local 52 Feature and Television Production Contract shall apply until June 12, 2022, except when an earlier date is specified in this Agreement.~~

“On or before September 1, ~~2024~~2027, the parties hereto shall meet to confer for the purpose of negotiating the terms of a new agreement to take effect on October 1, ~~2024~~2027.”

- c. *Modify Sections 1 and 26 of the 2021 Local 52 Majors Agreement to reflect the term of the 2024 Local 52 Majors Agreement.*

2. **Wages**

a. **General Wage Increases**

Except as otherwise provided in this Agreement (including in Item 2.b. below), minimum wage rates in the 2021 Local 52 Majors Agreement shall be increased as follows:

- i. by seven percent (7%) effective [*insert date that is September 29, 2024, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification*] (the “Year 1 General Wage Increase”);
- ii. by an additional four percent (4%) effective [*insert date that is September 28, 2025, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday that is one year following the business day on which the AMPTP receives notice of ratification*] (the “Year 2 General Wage Increase”); and
- iii. by an additional three and one-half percent (3.5%) effective [*insert date that is October 4, 2026, provided that the AMPTP receives notice of ratification*]

*ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday that is two years following the business day on which the AMPTP receives notice of ratification] (the “Year 3 General Wage Increase”).*

These increases shall be compounded.

b. **Wage Increases for Certain Classifications Employed on Television Motion Pictures Shooting Within a Thirty (30) Mile Radius of Independence Hall in Philadelphia**

Increase the wage rates in Section 26(a)(3)(i) of the 2021 Local 52 Majors Agreement for “Operators” and the Sound “Utility Person” classification for employees working on television motion pictures shooting within a thirty (30) mile radius of Independence Hall in Philadelphia as follows:

- i. by eighty-six cents (\$0.86) per hour prior to application of the Year 1 General Wage Increase, effective [*insert date that is September 29, 2024, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification*];
- ii. by an additional eighty-six cents (\$0.86) per hour prior to application of the Year 2 General Wage Increase, effective [*insert date that is September 28, 2025, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday that is one year following the business day on which the AMPTP receives notice of ratification*]; and
- iii. by an additional eighty-six cents (\$0.86) per hour prior to application of the Year 3 General Wage Increase, effective [*insert date that is October 4, 2026, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday that is two years following the business day on which the AMPTP receives notice of ratification*].

For clarity, the wage rates in Article 26(a)(3)(ii) of the 2024 Local 52 Majors Agreement (i.e., the minimum rates for series made for basic cable or The CW, the production of which commences on or after May 16, 2015) shall continue to be calculated based upon the wage rates applicable to employees working on television motion pictures shooting outside of the thirty (30) mile radius of Independence Hall in Philadelphia.

3. **Special Conditions for Certain Motion Pictures**

- a. For modifications to the wage rates, terms and conditions applicable under the 2024 Local 52 Majors Agreement and/or the 2024 Local 52 Supplemental Digital Production Agreement (“SDPA”) (as applicable) (including the Sideletter re: “Special Conditions for New One-Hour Episodic Television Series, the Production of Which Commences on or After May 16, 2006” of the 2024 Local 52 Majors Agreement, the Sideletter re: “Special Conditions for (1) One-Half Hour Single Camera Dramatic Television Series, the Production of Which Commences On or After October 1, 2006; (2) One-Half Hour Single Camera Dramatic Pilots and Television Series Made for Basic Cable or The CW in Connecticut, Delaware or Pennsylvania, the Production of Which Commences On or After May 16, 2015; and (3) Non-Dramatic Series of Any Length, the Production of Which Commences On or After October 1, 2006” of the 2024 Local 52 SDPA and the Sideletters re: “Productions Made for New Media” of the 2024 Local 52 Majors Agreement and the 2024 Local 52 Supplemental Digital Production Agreement) on the following types of motion pictures, see the charts attached hereto as “Exhibit B.”
  - i. Employees working on the following motion pictures in New York and/or New Jersey under Part A of the 2024 Local 52 Majors Agreement and/or the 2024 Local 52 SDPA (as applicable):
    1. one-hour prime time dramatic series;
    2. half-hour single camera prime time dramatic series;
    3. half-hour multi-camera prime time dramatic series;
    4. mini-series; and
    5. one-time high budget programs made for new media.
  - ii. Employees working on the following motion pictures in Connecticut, Delaware and/or Pennsylvania under Part B of the 2024 Local 52 Majors Agreement and/or the 2024 Local 52 SDPA (as applicable):
    1. one-hour prime time dramatic series;
    2. half-hour single camera prime time dramatic series;
    3. half-hour multi-camera prime time dramatic series;
    4. mini-series;
    5. one-time high budget programs made for new media; and
    6. all programs and series (including mini-series) made for basic cable or The CW.

Except as otherwise set forth in the charts and in this Agreement, the applicable terms and conditions in the 2021 Local 52 Majors Agreement and 2021 Local 52 SDPA shall remain unchanged.

b. **High Budget AVOD and FAST Channel Programs**

- i. *Add a new Paragraph G. (and renumber the remaining subparagraphs accordingly) to the Sideletter re: “Productions Made for New Media” of the 2024 Local 52 Majors Agreement as follows:*

**“G. “High Budget” 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 Paragraph G. apply only to the following ‘High Budget AVOD Programs’ and ‘High Budget FAST Channel Programs’ (as those terms are defined in subparagraph (2) below):

“(a) any new season of a High Budget AVOD or FAST Channel series for which principal photography of the first episode of the season commences on or after [*October 1, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later*];

“(b) any High Budget AVOD or FAST Channel mini-series for which principal photography of the first part of such mini-series commences on or after [*October 1, 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 AVOD or FAST Channel program which commences principal photography on or after [*October 1, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later*].

**“(2) High Budget AVOD or FAST Channel Programs Defined**

“The terms and conditions set forth in this Paragraph G. shall be applicable only to original and derivative dramatic new media productions which meet the following ‘high budget’ criteria and which are made for initial exhibition on: (a) a free-to-the-consumer, advertiser-supported new media platform (‘High Budget AVOD Programs’); or (b) a

free ad-supported streaming television channel ('High Budget FAST Channel Programs'):

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

“\* Programs less than 20 minutes are not considered ‘high budget’ for the purpose of this Paragraph G., regardless of their budgets.

“(3) **Terms and Conditions**

“(a) **Employees Employed in New York and/or New Jersey**

“The following terms and conditions apply to employees employed in New York and/or New Jersey: [Wages, terms and conditions shall be the same as those applicable to High Budget SVOD Programs, with the modifications set forth in “Exhibit B”.]

“(b) **Employees Employed in Connecticut, Delaware or Those Portions of Pennsylvania Within the Geographic Jurisdiction of the Local 52 Feature and Television Production Contract (“Part B Areas”)**

“The following terms and conditions apply to employees employed in Part B areas: [Wages, terms and conditions shall be the same as those applicable to High Budget SVOD Programs, with the modifications set forth in “Exhibit B”.]

c. **Sunset Clauses/Housekeeping**

- i. Renew the Sideletter re: “Productions Made for New Media”
- ii. Renew understandings concerning the determination of subscriber tiers for purposes of the Sideletter re: “Productions Made for New Media,” except modify all references to the number of subscribers to reflect the applicable subscriber tier. Contract language follows:

1. *Modify Paragraph F.(4)(d) of the Sideletter re: “Productions Made for New Media” in the 2021 Local 52 Majors Agreement as follows:*

“(d) For purposes of determining applicable terms and conditions under this subparagraph (4), the ~~number of subscribers in the United States and Canada~~applicable subscriber tier shall be determined as of July 1st of each year of the Agreement. For a High Budget SVOD series, the ~~number of subscribers in the United States and Canada that subscriber tier that~~ applies to the first episode of the season shall apply to the entire season.”

2. *Modify the Unpublished Sideletter Re: “‘Bundled’ Subscription Consumer Pay Platforms” as follows:*

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“During the negotiations for the ~~2021 2024~~ Local 52 Feature and Television Production Contract and the ~~2021 2024~~ Local 52 Supplemental Digital Production Agreement (‘~~2021 2024~~ Agreements’), the parties discussed the difficulty of determining the ~~applicable subscriber tier when a subscriber’s number of subscribers in the United States and Canada whose~~ subscription includes a video-on-demand platform for which a High Budget SVOD Program is made and other services, such as gaming, music, or free shipping (e.g., Amazon Prime). ~~Ultimately, the parties reached agreement on the on the number of subscribers in the United States and Canada that certain of those platforms (i.e., Amazon Prime) will be considered to have for the term of the 2021 Agreements.~~

“Should an issue arise during the term of the ~~2021 2024~~ Agreements as to the ~~on the number of subscribers in the United States and Canada the subscriber tier that will apply~~ to a subscription consumer pay new media platform in these circumstances, the parties agree that any resolution reached between the IATSE and the AMPTP shall also apply to the ~~2021 2024~~ Agreements.”

\* \* \*

3. *Modify the Unpublished Sideletter Re: “Number of Subscribers to a Subscription Consumer Pay Platform” as follows:*

\* \* \*

“During the negotiations for the ~~2021 2024~~ Local 52 Feature and Television Production Contract and the ~~2021 2024~~ Local 52 Supplemental Digital Production Agreement, the parties discussed the difficulty of determining the subscriber tier applicable number of subscribers in the United States and Canada to a subscription consumer pay new media platform when the platform does not release information on the number of subscribers or does not release information identifying the number of subscribers in the United States and Canada as opposed to elsewhere in the world.

“Should an issue arise during the term of the ~~2021 2024~~ Local 52 Feature and Television Production Contract and the ~~2021 2024~~ Local 52 Supplemental Digital Production Agreement as to the subscriber tier applicable number of subscribers in the United States and Canada to a subscription consumer pay new media platform in one of the situations described above, the parties agree that any resolution reached between the IATSE and the AMPTP shall also apply to the ~~2021 2024~~ Local 52 Feature and Television Production Contract and the ~~2021 2024~~ Local 52 Supplemental Digital Production Agreement.”

\* \* \*

d. **High Budget SVOD, AVOD and FAST Channel Series Episode Length**

*Add the following as a footnote to provisions in the Sideletter re: “Productions Made for New Media” concerning High Budget SVOD, High Budget AVOD and High Budget Fast Channel series in the 2024 Local 52 Majors Agreement:*

“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 Local 52 Feature and Television Production Contracts.”

#### 4. **Benefits and Pension**

##### a. **Part A, Section 12 of the Local 52 Majors Agreement:**

###### i. **Contribution Rates to Motion Picture Industry Health Plan**

- (1) Increase the “Basic Rate” for Motion Picture Industry Health Plan contributions in Section 12(a)(1)(ii)(A)4 of the 2021 Local 52 Majors Agreement for any Employer which qualifies as a “\$15 Million Contributor” by one dollar and thirty-nine cents (\$1.39) per hour (to \$7.103 per hour) for each hour worked by or guaranteed an employee effective [*insert date that is September 29, 2024, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification*]; by an additional forty-five cents (\$0.45) per hour (to \$7.553 per hour) for each hour worked by or guaranteed an employee effective [*insert date that is September 28, 2025, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday that is one year following the business day on which the AMPTP receives notice of ratification*]; and by an additional forty-five cents (\$0.45) per hour (to \$8.003 per hour) for each hour worked by or guaranteed an employee effective [*insert date that is October 4, 2026, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday that is two years following the business day on which the AMPTP receives notice of ratification*].
- (2) Contributions to the Retired Employees Fund of the Health Plan for a “\$15 Million Contributor” under Section 12(a)(1)(iii) of the 2021 Local 52 Majors Agreement shall continue to be paid at the rate of thirty-seven and one-tenth cents (\$0.371) per hour during the term of the 2024 Local 52 Majors Agreement.
- (3) Any Employer that does not qualify as a “\$15 Million Contributor” shall make contributions to the Motion Picture Industry Pension and Health Plans at the actual cost per participant per hour rate (“Actual Cost Rate”), as calculated by the Industry Plans.

ii. **Motion Picture Industry Pension and Health Plan Benefit Improvements**

The bargaining parties agree to recommend to the Directors of the Motion Picture Industry Pension and Health Plans that the pension benefit and health benefit improvements negotiated for the bargaining unit under the 2024 Producer-IATSE Basic Agreement shall likewise apply to that part of the Local 52 bargaining unit covered under Part A, as follows:

(1) **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.

(2) **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:

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

(3) **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 Local 52 Majors Agreement and/or Local 52 Supplemental Digital Production 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.

(4) **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 Local 52 Majors Agreement and/or Local 52 Supplemental Digital Production Agreement or who were not covered by any collective bargaining agreement during their employment (i.e., “non-affiliates”).

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

*Modify Section 12(d)(1) of the 2021 Local 52 Majors Agreement as follows:*

“(1) Contingent Pension Benefit Increase(s)  
Effective January 1, 20242027 and Every Three (3) Years  
Thereafter<sup>1</sup>

“As soon as practicable following the end of the first quarter of 20242027 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

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<sup>1</sup> This provision assumes that the term of the successor agreements to the 20212024 IATSE Basic Agreement is three (3) years. If the term of a successor agreement is for a period other than three (3) years, the evaluation year shall be the final year of the applicable IATSE Basic Agreement and the period of the pension benefit increase shall be equivalent to such term.

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."

\* \* \*

- (6) 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.

b. **Contribution Rates to IATSE National Benefit Funds under Part B, Section 31 of the Local 52 Majors Agreement**

- i. Increase the aggregate daily contribution rates to the IATSE National Benefit Funds in Section 31(a) of the 2021 Local 52 Majors Agreement to one hundred seventy-five dollars (\$175.00) per day effective [*insert date that is September 29, 2024, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification*], allocated as follows:
  - (1) \$136.00 per day allocated to the IATSE National Health and Welfare Fund;
  - (2) \$20.00 per day allocated to the IATSE Annuity Fund; and
  - (3) \$19.00 per day allocated to the IATSE National Pension Fund.
- ii. Increase the aggregate daily contribution rates to the IATSE National Benefit Funds in Section 31(a) of the 2021 Local 52 Majors Agreement by an additional fifteen dollars (\$15.00) per day to a total of one hundred ninety dollars (\$190.00) per day effective [*insert date that is September 28, 2025, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday that is one year following the business day on which the AMPTP receives notice of ratification*] and by an additional fifteen dollars (\$15.00) per day to a total of two hundred five dollars (\$205.00) per day effective [*insert date that is October 4, 2026, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday that is two years following the business day on which the AMPTP receives notice of ratification*]. The allocation of these increases shall be the same as the allocation for “non-Maryland” rates under the 2024 IATSE Area Standards Agreement.

5. **401(k) Safe Harbor**

A committee shall be established consisting of an equal number of representatives of the Employers and Local 52 (but no more than six (6) representatives of each) to study and evaluate the establishment of a non-discrimination testing safe harbor for the Local 52 401(k) Plan.

## **6. Subcontracting**

*Modify Article 13 of the 2021 Local 52 Majors Agreement as follows:*

### **“ARTICLE 13. POLICY**

“It is the policy of the Employer not to evade intentionally the provisions of this Agreement by participating in a covered production by providing financing or the guarantee thereof for a covered production, which production has direct labor costs for bargaining unit work (other than a minimal amount) less favorable than those provided for under this Agreement or other applicable collective bargaining agreements. Nothing in this Article shall be deemed to extend the scope of jurisdiction of this Agreement. Subcontracting, negative pick-up transactions, distribution transactions, and production-distribution transactions which are *bona fide* are not prohibited.

**“Effective [insert date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], prior to subcontracting bargaining unit work, the Employer shall notify the Union in writing of its intention to do so. Inadvertent failure to provide such notice shall not be considered a violation of this Agreement.”**

## **7. Overtime**

a. *Modify Section 21 of the 2021 Local 52 Majors Agreement as follows:*

### **“SECTION 21. OVERTIME**

#### **“(a) Theatrical Motion Pictures**

“(1) Theatrical Motion Pictures Shooting within a Fifty (50) Mile Radius of Columbus Circle

“All time worked in excess of eight (8) hours, but less than twelve (12) hours worked, shall be paid at one and one-half times the employee’s regular basic hourly rate.

“All time worked in excess of twelve (12) hours worked, but less than fourteen (14) hours worked, shall be paid at double the employee’s regular basic hourly rate.

“All time worked in excess of fourteen (14) hours worked shall be paid at two and one-half times the employee’s regular basic hourly rate except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours.

**“Effective [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], all time worked in excess of fifteen (15) elapsed hours shall be paid at three times the employee’s regular basic hourly rate (except for motion pictures commencing principal photography prior to [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]).”**

“(2) Theatrical Motion Pictures Shooting outside a Fifty (50) Mile Radius of Columbus Circle, but within New York or New Jersey

“All time worked by employees in excess of eight (8) hours, but less than twelve (12) hours worked, shall be paid at one and one-half times the employee’s regular basic hourly rate.

“All time worked in excess of twelve (12) hours worked shall be paid at double the employee’s regular basic hourly rate **except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours.**

**“Effective [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], all time worked in excess of fifteen (15) elapsed hours shall be paid at three times the employee’s regular basic hourly rate (except for motion pictures commencing principal photography prior to [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]).”**

“(b) Television Motion Pictures

“All time worked in excess of eight (8) hours, but less than twelve (12) hours worked, shall be paid at one and one-half times the employee’s regular basic hourly rate.

“All time worked in excess of twelve (12) hours worked shall be paid at double the employee’s regular basic hourly rate **except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours.**

**“Effective [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], all time worked in excess of fifteen (15) elapsed hours shall be paid at three times the employee’s regular basic hourly rate (except**

for motion pictures, mini-series and seasons of series commencing principal photography prior to [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]).

“(c) Sixth and Seventh Day Worked

**“Sixth Day Worked:**

“Time and one-half shall be paid for the employee’s sixth day of work within a workweek. ~~Double time shall be paid for the employee’s seventh day of work within a workweek.~~

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

“All work performed on the sixth consecutive workday in excess of twelve (12) hours worked shall be paid at double the employee’s regular basic hourly rate except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours. On theatrical motion pictures within fifty (50) miles of Columbus Circle only, all work performed in excess of fourteen (14) hours worked shall be paid at two and one-half times the employee’s regular basic hourly rate except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours.

“Effective [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], all time worked in excess of fifteen (15) elapsed hours shall be paid at three times the employee’s regular basic hourly rate (except for motion pictures, mini-series and seasons of series commencing principal photography prior to [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]).

**“Seventh Day Worked:**

**“Double time shall be paid for the employee’s seventh day of work within a workweek.** All work performed on the seventh consecutive workday in excess of fourteen (14) hours worked shall be paid at two and one-half times the employee’s regular basic hourly rate except to the extent provided otherwise in the next sentence for work time after fifteen (15) elapsed hours. Effective [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is

later], all time worked in excess of fifteen (15) elapsed hours shall be paid at three times the employee's regular basic hourly rate (except for motion pictures, mini-series and seasons of series commencing principal photography prior to [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]).

*“By way of example, Employee ‘A’ works Monday through Friday, then works Saturday and Sunday. ~~He~~Employee ‘A’ is paid time and one-half for Saturday and double time for Sunday.*

*“Employee ‘B’ works Monday through Friday, is off Saturday, then works on Sunday. ~~He~~Employee ‘B’ is paid time and one-half for Sunday.*

*“Employee ‘C’ does not work for the Employer Monday through Friday, even though the rest of the crew works Monday through Friday. Employee ‘C’ works only Saturday and Sunday. ~~He~~Employee ‘C’ is paid straight time, because ~~they~~ Saturday and Sunday are ~~his~~ Employee C’s first two days of work.*

“(d) Overtime shall be payable in one-tenth (1/10) hour units. Overtime and premium rates will be paid in one-tenth (1/10) hour increments. Overtime and premium rates may not be compounded.

b. *Modify Section 30 of the 2021 Local 52 Majors Agreement as follows:*

#### **“SECTION 30. OVERTIME AND PREMIUM PAY**

“(a) For all hours worked in excess of eight (8) hours of work on the first through the fifth work days in a workweek or after forty (40) straight time hours of work in a workweek, and for the first twelve (12) hours worked (or for the first fourteen (14) elapsed hours if applicable under subparagraph (b) below) on a sixth work day in a workweek, an employee shall be paid one and one-half (1½) times the employee's regular basic hourly rate.

“(b) (1) For all hours worked in excess of twelve (12) hours of work on any work day when an employee is employed on a theatrical motion picture, an employee shall be paid two (2) times the employee's regular basic hourly rate and, effective [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], three (3) times the employee's regular basic hourly rate will be paid for all hours worked after fifteen (15) elapsed hours (except that this triple time premium shall not apply to theatrical motion pictures commencing principal photography prior to [insert date that is October 1,

2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later].

“(2) An employee employed on a television motion picture, season of a series or a mini-series commencing principal photography prior to [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] shall be paid overtime as follows:

“Two (2) times the employee’s regular basic hourly rate will be paid for all hours worked after fourteen (14) elapsed hours when the employee is employed on a television production, except: that the employee shall be paid ~~Two (2) times the employee’s regular basic hourly rate will be paid~~ for all hours worked after twelve (12) hours of work on any work day (other than for Distant Hires) when ~~the employee is~~ employed on any of the following productions ~~which commence principal photography on or after September 11, 2022~~:

“(A) a pilot, other than a pilot made for basic cable or The CW and other than a two (2) hour pilot for which there is no series commitment at the time of the pilot order;

“(B) an episode of a series, other than the first season of a series made for basic cable or The CW; or

“(C) a one-time television motion picture, other than a long-form television motion picture.

“(For clarity, employees employed on a mini-series shall be paid double time after fourteen (14) elapsed hours.)

“(3) Employees employed on television motion pictures, new seasons of series and new mini-series commencing principal photography on or after [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] shall be paid two (2) times the employee’s regular basic hourly rate for all hours worked after twelve (12) hours of work on any work day, and three (3) times the employee’s regular basic hourly rate for all hours worked after fifteen (15) elapsed hours.”

“(c) For all hours worked on a seventh workday in the employee’s workweek or on a holiday, an employee shall be paid two (2) times the employee’s regular basic hourly rate except that effective [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] an employee shall be

paid three (3) times the employee's regular basic hourly rate for all hours worked after fifteen (15) elapsed hours (provided, however, that this triple time premium shall not apply to motion pictures, seasons of series and mini-series commencing principal photography prior to [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]).

“(d) Overtime and premium rates will be paid in one-tenth (1/10) hour increments. Overtime and premium rates may not be compounded.”

8. **Holiday Pay**

*Effective January 1, 2025, Juneteenth shall be added as a holiday in the 2024 Local 52 Majors Agreement, and the unworked holiday percentage in Part A of the Local 52 Majors Agreement for daily and weekly employees shall increase from 4% to 4.583% commencing with the period January 1, 2025 to and including December 31, 2025 and continuing with the period January 1, 2026 to and including December 31, 2026 and the period January 1, 2027 to and including December 31, 2027. Contract language follows:*

- a. *Modify Section 11 of the 2021 Local 52 Majors Agreement as follows:*

**“SECTION 11. HOLIDAYS**

“(a) The following holidays shall be recognized for employees employed under the provisions of Part A of this Agreement: New Year's Day, **Martin Luther King Jr. Day**, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Effective January 1, **2023****2025**, **Martin Luther King Jr. Day Juneteenth** shall also be recognized as a holiday. Any holiday designated by federal statute shall be considered to fall on the day so designated except that any holiday falling on a Saturday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be celebrated on the previous Friday, and any holiday falling on a Sunday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be celebrated on the following Monday. All work performed on a holiday shall be paid in accordance with the provisions for work on an employee's seventh day of work within a workweek as set forth in Section 21(c) below.

“(b) Except as otherwise provided in this Agreement, each employee employed under Part A of this Agreement shall be entitled to an unworked holiday pay benefit as payment for holidays not worked, which shall be computed based on **3.719%****4%** (4.583% during the period January 1, **2023****2025** to and including December 31, **2023****2025** and in the period January 1, **2024****2026** to and including December 31, **2024****2026** and in the period January 1, 2027 to and

**including December 31, 2027**) of the employee's annual straight time work earnings. Any amounts paid by the Employer for such unworked holidays shall be offset against the **3.719% 4%** (or **4.583%**, as applicable) payment due, it being understood that the right of offset against unworked holiday pay provided hereunder shall be neither greater than nor less than the right of offset provided to the Employer under the Producer – IATSE West Coast Studio Local Agreements. Payment for unworked holidays shall be made in a lump sum in a separate check issued either at the end of the television season or upon completion of a theatrical production.

“Notwithstanding the foregoing paragraph:

“(1) There shall be no unworked holiday pay for long-form television productions or pilots.

“(2) For any one-hour episodic series other than a “new” one-hour episodic series (*i.e.*, one that started before May 16, 2006), unworked holiday pay shall be paid as provided in this Section 11(b) (*i.e.*, at **3.719% 4%** (or **4.583%**, as applicable) of the employee's annual straight time work earnings). Unworked holiday pay for new one-hour series shall be governed by the provisions of the attached Sideletter re: ‘Special Conditions for New One-Hour Episodic Television Series, the Production of Which Commences on or After May 16, 2006.’”

b. *Modify Section 37 of the 2021 Local 52 Majors Agreement as follows:*

## “SECTION 37. HOLIDAYS

“The following days shall be recognized as holidays for employees employed under the provisions of Part B of this Agreement: New Year's Day, **Martin Luther King Jr. Day**, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Effective January 1, **2023****2025**, **Martin Luther King Jr. Day Juneteenth** shall also be recognized as a holiday. If any of the above-named holidays falls on a Sunday, the following Monday shall be considered the holiday and if any of the above-named holidays falls on a Saturday, the preceding Friday shall be considered the holiday, except that during six (6) day workweeks, Saturday holidays will be recognized on Saturday.

\* \* \*

9. **Per Diem**

- a. *Modify Section 5(b)(3) of the 2021 Local 52 Majors Agreement as follows:*

“(3) An employee who resides within a radius of sixty (60) miles of Columbus Circle and who is hired to work in the 30-mile Buffalo Production Zone shall be entitled to the following:

“(i) The employee shall be provided with reasonable single occupancy hotel accommodations.

“(ii) Per Diem

“(A) The Employer shall pay per diem to the employee at the following rates per day:

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

	<u>Effective [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]</u>	<u>Effective [insert date that is October 1, 2026, or the first Sunday that is two (2) years after the business day on which the AMPTP receives notice of ratification, whichever is later]</u>
<u>Breakfast</u>	<u>\$14.00</u>	<u>\$16.00</u>
<u>Lunch</u>	<u>\$21.00</u>	<u>\$22.00</u>
<u>Dinner</u>	<u>\$35.00</u>	<u>\$37.00</u>
<u>Total Per Diem</u>	<u>\$70.00</u>	<u>\$75.00</u>

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

- b. *Modify Section 6 of the 2021 Local 52 Majors Agreement as follows:*

**“SECTION 6. MEALS ON LOCATION**

“(a) **Effective June 12, 2022,** Employees on location out of town shall be allowed the sum set forth in the chart below for breakfast, lunch and

~~dinner of \$6.50 for breakfast, \$8.50 for lunch, and \$14.00 for dinner~~, plus first class hotel accommodations, if available. For purposes of this Section, employees "on location out of town" refers to those employees who are required by the Employer to remain away from home overnight ("Distant Hires").

	<u><b>Effective [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]</b></u>	<u><b>Effective [insert date that is October 1, 2026, or the first Sunday that is two (2) years after the business day on which the AMPTP receives notice of ratification, whichever is later]</b></u>
<u><b>Breakfast</b></u>	<u><b>\$14.00</b></u>	<u><b>\$16.00</b></u>
<u><b>Lunch</b></u>	<u><b>\$21.00</b></u>	<u><b>\$22.00</b></u>
<u><b>Dinner</b></u>	<u><b>\$35.00</b></u>	<u><b>\$37.00</b></u>
<u><b>Total</b></u>	<u><b>\$70.00</b></u>	<u><b>\$75.00</b></u>

“(b) Meal allowances shall not be required if a meal appropriate to the time of day is provided by the Employer.”

c. *Modify Section 33(e) of the 2021 Local 52 Majors Agreement as follows:*

“(e) Per Diem

“(1) ~~Effective June 12, 2022~~, Employer shall pay per diem to Distant Hires, as defined in Section 33(c) above, at the following rates per day:

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

	<u>Effective [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]</u>	<u>Effective [insert date that is October 1, 2026, or the first Sunday that is two (2) years after the business day on which the AMPTP receives notice of ratification, whichever is later]</u>
<u>Breakfast</u>	<u>\$14.00</u>	<u>\$16.00</u>
<u>Lunch</u>	<u>\$21.00</u>	<u>\$22.00</u>
<u>Dinner</u>	<u>\$35.00</u>	<u>\$37.00</u>
<u>Total Per Diem</u>	<u>\$70.00</u>	<u>\$75.00</u>

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

## 10. Personal Vehicle Use/Mileage

- a. *Modify Section 5.2 of the 2021 Local 52 Majors Agreement as follows:*

### “SECTION 5.2 USE OF PERSONAL VEHICLE

“~~Effective July 17, 2022, w~~ When an employee uses ~~his or her a~~ personal vehicle at the Employer's request to conduct business for the Employer during the workday ~~within a radius of thirty (30) miles of Columbus Circle or within a radius of thirty (30) miles of City Hall in Buffalo, New York as provided in Section 5(b)~~ (and not for commuting purposes), the Employer shall reimburse the employee for parking and toll road fees that are necessarily incurred and pre-approved by the Employer and for mileage at the then-current IRS rate or shall make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance). It is understood that if transportation is offered by the Employer, no reimbursement of any kind is required for the employee's use of ~~his or her a~~ personal vehicle.”

- b. *Modify Section 38(c) of the 2021 Local 52 Majors Agreement as follows:*

“(c) Mileage Allowance: Unless offered transportation by the Employer, employees traveling to any production location outside the "production zone" shall be paid a mileage allowance calculated at ~~thirty cents (30¢) per mile the then-current IRS rate~~ from the edge of the zone to the production location for all such authorized use of the employee's vehicle. ~~However, effective July 17, 2022, an employee shall be paid a mileage allowance calculated at the then-current IRS rate.~~ Alternatively, the Employer may make other

arrangements with the employee for payment as allowed under applicable law (e.g., car allowance)."

c. *Modify Section 38(e) of the 2021 Local 52 Majors Agreement as follows:*

"(e) Local and Nearby Hires: Local and Nearby Hires shall be paid "set to set." **Effective July 17, 2022, if the If an** employee is required to use **his or her a** personal vehicle during the work day to travel between multiple locations, whether inside or outside the "production zone," **an the** employee shall be paid a mileage allowance calculated at the then-current IRS rate. Alternatively, the Employer may make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance). It is understood that if transportation is offered by the Employer, no mileage reimbursement of any kind is required."

11. **Rest Period Penalty**

a. *Modify Section 4(c) of the 2021 Local 52 Majors Agreement as follows:*

"(c) **(1)** The penalty for invasion of the rest period as provided herein shall be a payment for invaded hours only at an additional straight time, except as otherwise provided in subparagraph (a)(2) above.

**"(2) Effective [insert date that is the first Sunday that is 90 days after either October 1, 2024 or the business day on which the AMPTP receives notice of ratification, whichever is later], and except as otherwise provided in subparagraph (a)(2) above, the penalty for invasion of the rest period as provided herein shall be a payment for invaded hours only at an additional double time. 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). This subparagraph (2) shall not apply to motion pictures, parts of a mini-series or episodes of a series which commence principal photography prior to [insert date that is the first Sunday that is 90 days after either October 1, 2024 or the business day on which the AMPTP receives notice of ratification, whichever is later]."**

b. *Modify Section 32(c) of the Local 52 Majors Agreement as follows:*

"(c) **(1)** Employees who do not receive a full rest period shall receive additional straight time for all invaded hours.

**“(2) Effective [insert date that is the first Sunday that is 90 days after either October 1, 2024 or the business day on which the AMPTP receives notice of ratification, whichever is later], employees who do not receive a full rest period shall receive additional double time for all invaded hours. 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). This subparagraph (c)(2) shall not apply to motion pictures, parts of a mini-series or episodes of a series which commence principal photography prior to [insert date that is the first Sunday that is 90 days after either October 1, 2024 or the business day on which the AMPTP receives notice of ratification, whichever is later].”**

12. **Notification of Calls**

*Add a new subparagraph (c) to Section 41 of the 2021 Local 52 Majors Agreement as follows:*

**“SECTION 41. NOTIFICATION AND CANCELLATION OF CALLS**

\* \* \*

**“(c) Effective [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], production must issue a call time to ‘on production’ employees for the next day’s work within one (1) hour after the general crew wrap time. It is understood that the issuance of the call time may be delayed in exigent circumstances such as unexpected changes to director or cast availability, weather or access to a location.”**

13. **Firearm Safety**

a. *Modify Section 18(g) of the 2021 Local 52 Majors Agreement as follows:*

**“(g) Local 52 and the Producers acknowledge that the Industry-wide Labor-Management Safety Committee has adopted guidelines for safety meetings when firearms will be used on a set. The parties urge Employers to act in accordance with those guidelines, which include the following:**

**“Before any use of a firearm in a rehearsal and/or on-camera sequence or off-camera use, all persons involved must be thoroughly briefed at an on-site safety meeting where the firearms will be used. This meeting shall include an “on-site walk through”**

and/or "dry-run" with the Property Master (or, in ~~his/her the~~  
~~Property Master's~~ absence, the weapons handler and/or other appropriate personnel determined by the locality or the needs of the production), designated production representative, and anyone ~~that who~~ will be using and/or handling a firearm. An understanding of the intended action, possible deviations, plans to abort, emergency procedures, and chain of command should be made clear.

"A safety meeting for the cast and crew shall be conducted. If there are any questions as to the safety of firearms being used in the sequence or if any changes are made from the original sequence, another safety meeting shall be held."

"Additionally, the parties recognize that firearms are considered props in the film industry and are the responsibility of the Property Master or a professional, skilled and properly licensed technician who is hired by the Employer, works under the direction and supervision of the Property Master and maintains control of the firearms on set (e.g., an 'Assistant Property Master'). The Property Master or Assistant Property Master will be the individuals acting in the interest of the Employer for obtaining, maintaining and handling all firearms. The Property Master or Assistant Property Master will work in conjunction with the Employer to ensure adherence to the guidelines set forth in the Industry-wide Labor-Management Safety Committee's Safety Bulletins #1 ('Recommendations for the Use of Firearms, Blanks, and Dummy Rounds') and #2 ('Prohibitions and Special Restrictions on the Use of Live Ammunition')."

"Upon request, the Union shall provide an Employer with a record of the individuals who have taken the Union's firearm safety training, including the name of the training courses completed, the date of completion and information about the training course curriculum."

- b. *Modify Section 40.1 of the 2021 Local 52 Majors Agreement as follows:*

## **SECTION 40.1 ON-SET FIREARM SAFETY MEETINGS**

"Local 52 and the Producers acknowledge that the Industry-wide Labor-Management Safety Committee has adopted guidelines for safety meetings when firearms will be used on a set. The parties urge Employers to act in accordance with those guidelines, which include the following:

"Before any use of a firearm in a rehearsal and/or on-camera sequence or off-camera use, all persons involved must be thoroughly briefed at an on-site safety meeting where the firearms will be used. This meeting shall

include an "on-site walk through" and/or "dry-run" with the Property Master (or, in ~~his/her~~ **the Property Master's** absence, the weapons handler and/or other appropriate personnel determined by the locality or the needs of the production), designated production representative, and anyone ~~that who~~ will be using and/or handling a firearm. An understanding of the intended action, possible deviations, plans to abort, emergency procedures, and chain of command should be made clear.

"A safety meeting for the cast and crew shall be conducted. If there are any questions as to the safety of firearms being used in the sequence or if any changes are made from the original sequence, another safety meeting shall be held."

**"Additionally, the parties recognize that firearms are considered props in the film industry and are the responsibility of the Property Master or a professional, skilled and properly licensed technician who is hired by the Employer, works under the direction and supervision of the Property Master and maintains control of the firearms on set (e.g., an 'Assistant Property Master'). The Property Master or Assistant Property Master will be the individuals acting in the interest of the Employer for obtaining, maintaining and handling all firearms. The Property Master or Assistant Property Master will work in conjunction with the Employer to ensure adherence to the guidelines set forth in the Industry-wide Labor-Management Safety Committee's Safety Bulletins #1 ('Recommendations for the Use of Firearms, Blanks, and Dummy Rounds') and #2 ('Prohibitions and Special Restrictions on the Use of Live Ammunition')."**

**"Upon request, the Union shall provide an Employer with a record of the individuals who have taken the Union's firearm safety training, including the name of the training courses completed, the date of completion and information about the training course curriculum."**

#### **14. Work in Extreme Heat and Cold**

- a. Add a new Section 18(h) to the 2024 Local 52 Majors Agreement as follows:

**"(h) Work in Extreme Heat and Cold**

"The Employer shall monitor weather conditions for daily extreme heat and cold temperatures and develop a safety plan for work in extreme heat and cold for 'on' and 'off production' employees. The safety plan shall include the Industry-wide Labor-Management Safety Committee's Safety Bulletins #34 ('Guidelines for Working in Extreme Cold Temperature Conditions'), #34A ('Addendum "A" Wind Chill Chart') and #35 ('Safety Considerations for the

Prevention of Outdoor Heat Illness'). Safety plans shall be communicated to 'on' and 'off production' employees."

- b. *Add a new Section 40.2 to the 2024 Local 52 Majors Agreement as follows:*

## **"SECTION 40.2 WORK IN EXTREME HEAT AND COLD**

"The Employer shall monitor weather conditions for daily extreme heat and cold temperatures and develop a safety plan for work in extreme heat and cold for 'on' and 'off production' employees. The safety plan shall include the Industry-wide Labor-Management Safety Committee's Safety Bulletins #34 ('Guidelines for Working in Extreme Cold Temperature Conditions'), #34A ('Addendum "A" Wind Chill Chart') and #35 ('Safety Considerations for the Prevention of Outdoor Heat Illness'). Safety plans shall be communicated to 'on' and 'off production' employees."

15. **Travel Days**

- a. *Modify Section 7(b) of the 2021 Local 52 Majors Agreement as follows:*

## **"SECTION 7. TRANSPORTATION, TRAVEL TIME AND IDLE DAYS**

\* \* \*

"(b) 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. Effective [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], Employer 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. *Modify Section 38(g) of the 2021 Local 52 Majors Agreement as follows:*

"(g) 'Travel Only' Day: For any day of the week (including holidays) on which an employee travels only, the employee shall receive an allowance of four (4) hours of pay at straight time or pay for time actually traveled, whichever is greater, but in no event more than eight (8) hours of pay at straight time. Effective [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], Employer shall make pension and health contributions based on one-half of the applicable daily contributions if the employee's actual travel time

on such day is six (6) hours or less and a full day of contributions if the employee's actual travel time on such day exceeds six (6) hours.”

16. **Courtesy Housing**

- a. *Modify Section 7.1 of the 2021 Local 52 Majors Agreement as follows:*

**“SECTION 7.1 COURTESY HOUSING OR TRANSPORTATION  
WITHIN NEW YORK THIRTY MILE ZONE**

“Effective October 29, 2019, upon request of an employee who When an employee is required to work in excess of fourteen (14) hours within a radius of thirty (30) miles of Columbus Circle in the New York metropolitan area and who advises the Employer that he/she is too tired to drive home safely, Employer shall provide offer the employee either courtesy housing or round trip transportation, at the Employer’s election. Round trip transportation shall be from the designated crew parking area to home and return at the Employer’s expense.<sup>2</sup> Employer 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. Employer 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.

“Employer 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 Employer offered the employee transportation, the Employer shall have no responsibility for the personal vehicle of the employee an employee who elected to use his or her personal vehicle in lieu of Employer-provided transportation.

“Employer shall include information on the call sheet informing employees of these new provisions obligating the Employer to offer either courtesy housing or round trip transportation, which shall include the name and contact information of the individual responsible for coordinating the

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<sup>2</sup> Round trip transportation may include public transportation if reasonable under the circumstances.

same on each production. Employer shall also include a joint message from the Employer 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.

“The following describes the calculation of work time and rest periods for an employee who reports to a location outside the ‘thirty (30) mile report-to zone,’ and who is then provided courtesy housing:

“(a) The employee’s work time ends upon arrival at the courtesy housing (except as provided in subparagraph (c) below).

“(b) If the employee has a call for the same Employer on the next day: The measurement of the employee’s daily rest period shall begin when the employee arrives at the courtesy housing on the previous day and end when the employee departs the courtesy housing for the call on the next day. The amount of time it takes to travel from the courtesy housing to the production location on the next day shall be added to the employee’s work time on the next day.

“(c) If the employee does not have a call for the same Employer on the next day but is entitled to a weekend rest period: The amount of time required for the employee to travel from the production location to either a mutually-agreed upon point in the area bounded by 125th Street and the Battery or to the perimeter of the area bounded by 125th Street and the Battery shall be added to the employee’s work time for the previous day and to the measurement of the employee’s weekend rest period. (For clarity, this added time shall be in lieu of the time it takes to travel from the production location to the courtesy housing.)”

b. *Modify Section 42 of the Local 52 Majors Agreement as follows:*

**“SECTION 42. COURTESY HOUSING OR TRANSPORTATION WITHIN PHILADELPHIA THIRTY MILE ZONE**

“Effective October 29, 2018, upon request of an employee who When an employee is required to work in excess of fourteen (14) hours within a radius of thirty (30) miles of Independence Hall in Philadelphia, Pennsylvania, and who advises the Employer that he/she is too tired to drive home safely, Employer shall provide offer the employee either courtesy housing or round trip transportation, at the Employer’s election. Round trip

**transportation shall be** from the designated crew parking area to home and return at the Employer's expense.<sup>3</sup> **Employer 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. Employer 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.**

**"Employer 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 Employer offered the employee transportation, the Employer shall have no responsibility for the personal vehicle of the employee an employee who elected to use his or her personal vehicle in lieu of Employer-provided transportation.**

**"Employer shall include information on the call sheet informing employees of these new provisions obligating the Employer 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. Employer shall also include a joint message from the Employer 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.**

**"The following describes the calculation of work time and rest periods for an employee who reports to a location outside the 'production zone,' and who is then provided courtesy housing:**

**"(a) The employee's work time ends upon arrival at the courtesy housing (except as provided in subparagraph (c) below).**

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<sup>3</sup> Round trip transportation may include public transportation if reasonable under the circumstances.

**“(b) If the employee has a call for the same Employer on the next day: The measurement of the employee’s daily rest period shall begin when the employee arrives at the courtesy housing on the previous day and end when the employee departs the courtesy housing for the call on the next day. The amount of time it takes to travel from the courtesy housing to the production location on the next day shall be added to the employee’s work time on the next day.**

**“(c) If the employee does not have a call for the same Employer on the next day but is entitled to a weekend rest period: The amount of time required for the employee to travel from the production location to the edge of the ‘production zone’ shall be added to the employee’s work time for the previous day and to the measurement of the employee’s weekend rest period. (For clarity, this added time shall be in lieu of the time it takes to travel from the production location to the courtesy housing.)”**

17. **Artificial Intelligence**

- a. *Add a new Article 20 to the 2024 Local 52 Majors Agreement as follows:*

**“ARTICLE 20. ARTIFICIAL INTELLIGENCE**

“This Article 20 applies prospectively on or after [insert the date that is October 1, 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 Employers 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 this Agreement and the Local 52 Supplemental Digital Production Agreement (collectively, the ‘Agreements’).

“(2) **Use of New Technologies**

“(i) An Employer continues to have the right to utilize new technologies in connection with motion picture production, including in connection with creative elements. Employer may require employees to use any AI System<sup>4</sup> 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 this Agreement while performing such work.

“(ii) The Employer 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.

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<sup>4</sup> Should the Employer agree to use an employee’s own AI System, Employer and employee shall negotiate for reasonable reimbursement for such use.

“(iii) Should an employee use AI Systems in the performance of covered work, the employee will be required to adhere to the Employer’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 Employer retains the right to require that an employee obtain consent from the Employer before using AI Systems, and Employer 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 Employer. Employer agrees to provide the International Union with any written policies governing the use of AI Systems by employees covered under this Agreement. Upon request, the Employer shall also provide Local 52 with any such written policies.

“An Employer’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.

“(iv) The Employer 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 Employer, 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 Employer’s policies which have been disclosed to the employee and the employee has made appropriate disclosure of the use of AI Systems to the Employer;

“(C) Immediately upon the employee and/or the Union being informed of any claim or litigation, the employee and/or the Union shall notify Employer thereof and give Employer 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 Employer every demand, notice, summons, complaint or other process received;

“(D) Employer 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**

“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 this Agreement. 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 this Agreement. The parties agree that the committee shall meet within ninety (90) days of contract ratification.

“(e) **Ongoing Obligations**

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

“(2) Each Employer agrees to meet quarterly with the International Union, on a company-by-company basis, during the term of this Agreement, at the request of the International Union. At such meeting, Employer will identify any significant emerging technologies utilizing AI Systems that the Employer is using or intends to use in motion picture production which may affect persons covered by this Agreement. Because Employer’s current and future technology may be discussed during these meetings, and in order to protect Employer’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 this Agreement. Nothing herein alters the scope of coverage under this Agreement.

“(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. Employer 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 re: “Artificial Intelligence” to the 2024 Local 52 Majors Agreement to provide as follows:*

“During the 2024 negotiations, the parties reached agreement to add a new Article 20 to the Local 52 Feature and Television Production Contract to address the Employer’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 20 was the result of extensive discussions between the parties, including with their respective experts, and calls for regular meetings between the Employers and the International Union 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 Employer’s right to use new technologies involving AI System(s) in Article 20 and the Employer’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 Local 52 Feature and Television Production Contract, Employers may have additional obligations, and other dispute resolution provisions may apply, under Article 7 (‘Technological Change’) as the result of the introduction of an AI System. Should that be the case, that Article, including the protections provided therein, this Sideletter and Article 20 shall apply to employees working under the Local 52 Feature and Television Production Contract.

“The parties confirm that an Employer 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 Local 52 Feature and Television Production Contract on a temporary basis. Those circumstances do not constitute a technological change or otherwise impose any obligation on Employer, other than those specifically set forth in Article 20 to the Local 52 Feature and Television Production Contract.”

18. **Bereavement Leave**

*Add a new Article to the 2024 Local 52 Majors Agreement, effective October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later, as follows:*

“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, if any), a day of bereavement leave pay shall be equal to one-fifth (1/5th) of the employee’s weekly rate.

“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, an Employer is not required to reinstate an employee on an episodic series until work on the current episode has been completed. The Employer and the Union will discuss on a case-by-case basis, upon the request of the Employer, 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.”

19. **Bulletins**

a. **12-Minute Meal Grace**

*Employers agree to issue the following bulletin to appropriate production personnel:*

“During the 2024 negotiations for the Local 52 Majors Agreement and Supplemental Digital Production Agreement, the Union raised concerns that Employers 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 Local 52 Majors Agreement and Supplemental Digital Production Agreement, 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 are aware of this restriction on the use of the twelve (12) minute grace period.”

b. **Climate Control**

*Employers agree to issue the following bulletin to the appropriate production personnel:*

“During the 2024 negotiations for the Local 52 Majors Agreement and Supplemental Digital Production 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 Employers 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.”

c. **Restrooms and Menstrual Products**

*Employers agree to issue the following bulletin to appropriate production personnel:*

“During the negotiations for the 2024 Local 52 Majors Agreement and Supplemental Digital Production Agreement, the Union raised concerns about the provision of adequate restroom facilities for employees. Please remind production personnel responsible for setting up restroom facilities that they should ensure that an adequate number of restroom facilities are provided and are cleaned on a regular schedule. Furthermore, productions should make reasonable efforts to provide a gender neutral bathroom, which may include relabeling a single occupancy bathroom to be gender neutral.

“In addition, the Union requested, and the parties agreed, that Employers will make best efforts to provide menstrual products, including tampons and menstrual pads, at no cost to the employee.

“Please ensure that a copy of this bulletin is distributed to the appropriate personnel in your production offices.”

20. **Nearby Hire Living Allowances and Hotel Accommodations**

*Modify Section 33 of the 2021 Local 52 Majors Agreement as follows:*

**“SECTION 33. LOCAL, NEARBY AND DISTANT HIRES**

“(a) A Local Hire is defined as any employee whose principal residence is within sixty (60) miles of the respective production location.

“(b) A Nearby Hire is defined as any employee whose principal residence lies outside sixty (60) miles of the production location, but inside the jurisdiction of this Agreement. Such employees shall be paid a weekly living allowance of no less than ~~\$385 per week, or \$55 per day prorated effective May 15, 2022, (\$420 per week, or \$60 per day prorated, effective May 14, 2023)~~ \$490 per week, or \$70 per day prorated,

effective [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]; \$560 per week, or \$80 per day prorated, effective [insert date that is October 1, 2025, or the first Sunday that is one (1) year following the business day on which the AMPTP receives notice of ratification, whichever is later] and \$630 per week, or \$90 per day prorated, effective [insert date that is October 1, 2026, or the first Sunday that is two (2) years following the business day on which the AMPTP receives notice of ratification, whichever is later].”

21. **Start Paperwork**

*Add the following as a new second paragraph to Sections 2 and 39 of the 2024 Local 52 Majors Agreement:*

“Effective [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], the payroll start package/forms, whether electronic or hard copy, must be provided to a new employee no later than the end of the first day of employment. Inadvertent failure to do so shall not be considered a violation of this provision. When requested by the employee, the Employer must provide a hard copy of the start package/forms to the employee or assist with completion of the electronic start package/forms.”

22. **Sick Leave**

*Modify Article 17(b) of the Local 52 Majors Agreement as follows:*

**“ARTICLE 17. SICK LEAVE**

\* \* \*

“(b) Paid Sick Leave Outside of the State of New York: The following is applicable to employees working under this Agreement outside the State of New York:

“(1) Accrual. **Commencing June 1, 2022, eligible** Eligible employees covered by this Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Employer, 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, an Employer may elect to provide employees, upon their eligibility to use sick leave as provided below (*i.e.*, upon working thirty (30) days for the Employer and after their ninetieth (90th) day of employment (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]) with the Employer (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 Employer, 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.)

“(2) To be eligible to accrue paid sick leave, the employee must have worked for the Employer for at least thirty (30) days within a one (1) year period, such year to be measured, as designated by the Employer, 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 Employer 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 Employer, 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 Employer 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 has not been waived in this Agreement, any sick leave paid pursuant to the law shall count towards satisfying the Employer's obligations to provide paid sick leave under this Article 17(b).

\* \* \*

“(6) Employer shall advise the employee of the designated Employer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 17(b). The Employer will also indicate which period (*i.e.*, calendar year or the employee's anniversary date) the Employer 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 (2) above or which period (*i.e.*, calendar year or the employee's anniversary date) the Employer selected to apply 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 (1) above. Employer also shall notify Local 52 of the name and contact information of the designated Employer representative or department.”

\* \* \*

23. **Gender Neutral Language**

Modify the 2021 Local 52 Majors Agreement to use gender neutral language that is grammatically correct, including changing “Foreman/Foremen” to “Foreperson/Forepersons.”

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

\_\_\_\_\_  
Carol A. Lombardini, President

Date: \_\_\_\_\_

**MOTION PICTURE STUDIO MECHANICS, LOCAL 52, I.A.T.S.E. & M.P.T.A.A.C.**

\_\_\_\_\_  
William Klatt, President

Date: \_\_\_\_\_

**EXHIBIT “A”**  
**Companies Represented by the AMPTP**  
**in the 2024 Local 52 Negotiations**

1440 Productions LLC  
20th Century Studios, Inc.

ABC Signature, LLC  
ABC Studios New York, LLC  
Abominable Pictures, Inc.  
Adobe Pictures, Inc.  
AE OPS LLC  
Alcon Entertainment, LLC  
Alive and Kicking, Inc  
American Underdog, LLC  
Apple Studios LLC  
Apple Studios Louisiana LLC

Belladonna Productions, Inc  
Big Indie Pictures, Inc  
Black Label Media, LLC  
Bonanza Productions Inc.  
Brain Trust LLC

CBS Studios Inc.  
Charlestown Productions LLC  
Code Entertainment, Inc.  
Columbia Pictures Industries, Inc.  
Commotion Pictures, L.L.C.  
Community Films LLC  
Corporate Management Solutions, Inc.  
dba CMS Productions  
CPT Holdings, Inc.  
Crantown Media LLC

Dick Clark Productions, LLC  
DW Studios Productions L.L.C.

Echo Lake Productions, LLC  
Epic Level Entertainment, Ltd.  
Eye Productions Inc.

Film 49 Productions, Inc.  
Finnmax, LLC  
Focus Features Productions LLC

Go Fly Productions LLC  
Going Local Productions, LLC  
Goldcrest Features Inc.  
Golden Tradewinds LLC  
GWave Productions, LLC

Hop, Skip & Jump Productions, Inc.  
Horizon Scripted Television Inc.  
Hostage Productions, Inc.  
Hungry Heart Media, Inc. dba Wondros dba  
Pony Show Entertainment

I Like Pie, Inc  
I Still Believe, LLC  
Inclined Productions, Inc.  
Ironworks Productions Inc  
Island Studios, LLC fka Island Film Studios,  
LLC  
It's Possible Productions, LLC

Jax Media, LLC  
Jay Squared Productions LLC

Kapital Productions, LLC  
Ken Ehrlich Productions, Inc  
Kenwood TV Productions, Inc.

Legendary Features Productions US, LLC  
Legendary Pictures Productions, LLC  
Lizzio Productions, Inc. dba Alienlight  
Pictures

Madison Productions, Inc.	S & K Pictures, Inc.
Main Gate Productions LLC	Salty Pictures, Inc.
Marvel Picture Works LLC	San Vicente Productions, Inc.
Menaker Productions, LLC	Screen Gems Productions, Inc.
Mesquite Productions, Inc.	SLO Productions Inc.
Metro-Goldwyn-Mayer Pictures Inc.	Spyglass Media Group, LLC
MGM Television Entertainment Inc.	Stalwart Productions LLC
Michael Schrom & Company LLC	State Line Films, INC.
Minim Productions, Inc.	Stu Segall Productions, Inc.
Netflix Productions, LLC	Topanga Productions, Inc.
Netflix Studios, LLC	TPS Production Services, LLC
New Line Productions, Inc.	Turner Films, Inc.
Next Wednesday Inc	TVM Productions, Inc.
 	Twentieth Century Fox Film Corporation
Old Harbor Productions, Inc	d/b/a 20th Television
On The Brink Productions, Inc.	 
One Knife At A Time Productions, LLC	Universal Content Productions LLC
Onyx Collective Productions, Inc.	Universal Pictures a Division of Universal
Open 4 Business Productions LLC	City Studios LLC
 	Untitled Inc
Pacific 2.1 Entertainment Group, Inc.	 
Palladin Productions LLC	Victor House Films, LLC
Paramount Overseas Productions, Inc.	Village Roadshow Productions Inc.
Paramount Pictures Corporation	 
Paramount Worldwide Productions, Inc.	Walk By Faith Film, LLC
Picrow Inc.	Warner Bros. Pictures
Picrow Streaming Inc.	Warner Bros. Television
Pitch Black Development, LLC	Warner Specialty Productions Inc.
 	Washington Square Films Inc.
Remote Broadcasting, Inc.	wiip Productions, LLC
Renato Basile Entertainment, Inc	Woodridge Productions, Inc.
River Road Entertainment Productions, LLC	 
Rose City Pictures, Inc.	XOF Studios, LLC
 	YNFS Productions LLC

## **EXHIBIT B**

### **SPECIAL CONDITIONS**

#### **EMPLOYEES EMPLOYED IN NEW YORK AND/OR NEW JERSEY UNDER PART A OF THE 2024 LOCAL 52 MAJORS AGREEMENT AND/OR UNDER THE 2024 LOCAL 52 SDPA (AS APPLICABLE)**

The following modifications shall apply to motion pictures which commence principal photography on or after *[insert date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*, and to new seasons of series and new mini-series for which the first episode of the season or first part of the mini-series commences principal photography on or after *[insert date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

<b>ONE-HOUR PRIME TIME DRAMATIC SERIES (INCLUDING ALL 36-65 MINUTE HIGH BUDGET SVOD, AVOD AND FAST-CHANNEL SERIES)</b>	
Wage Rates	<ul style="list-style-type: none"><li>Seasons 1 &amp; 2: Section 1(a)(5) 1<sup>st</sup>/2<sup>nd</sup> season rates, but rates will be Section 1(a)(1) theatrical rates reduced by 3% (instead of from one period prior) adjusted by \$2.00/day, \$3.00/day or \$4.00/day, as applicable, per the Sideletter re: "Special Conditions for New One-Hour Episodic Television Series, the Production of Which Commences On or After May 16, 2006"</li><li>Seasons 3+: Section 1(a)(5) 3<sup>rd</sup>/subsequent season rates per the Sideletter re: "Special Conditions for New One-Hour Episodic Television Series, the Production of Which Commences On or After May 16, 2006"</li></ul>
<b>HALF-HOUR SINGLE CAMERA PRIME TIME DRAMATIC SERIES (INCLUDING ALL 20-35 MINUTE SINGLE CAMERA HIGH BUDGET SVOD, AVOD AND FAST-CHANNEL SERIES)</b>	
Wage Rates	<ul style="list-style-type: none"><li>Seasons 1 &amp; 2: Section 1(a)(2) rates reduced by 3%</li><li>Seasons 3+: Section 1(a)(2) rates</li></ul>
<b>HALF-HOUR MULTI-CAMERA PRIME TIME DRAMATIC SERIES (INCLUDING ALL 20-35 MINUTE MULTI-CAMERA HIGH BUDGET SVOD, AVOD AND FAST-CHANNEL SERIES)</b>	
Wage Rates	<ul style="list-style-type: none"><li>Seasons 1+: Section 1(a)(2) rates</li></ul>
Holidays	<ul style="list-style-type: none"><li>Seasons 1+: 100% unworked holiday pay</li></ul>
Vacation	<ul style="list-style-type: none"><li>Seasons 1+: 100% vacation pay</li></ul>

<b>MINI-SERIES (INCLUDING ALL HIGH BUDGET SVOD, AVOD AND FAST-CHANNEL MINI-SERIES)</b>	
Wage Rates	<ul style="list-style-type: none"> <li>• Section 1(a)(5) 1<sup>st</sup>/2<sup>nd</sup> season rates, but rates will be Section 1(a)(1) theatrical rates reduced by 3% (instead of from one period prior) adjusted by \$2.00/day, \$3.00/day or \$4.00/day, as applicable, per the Sideletter re: "Special Conditions for New One-Hour Episodic Television Series, the Production of Which Commences On or After May 16, 2006"</li> </ul>
<b>ONE-TIME HIGH-BUDGET PROGRAMS MADE FOR SVOD, AVOD OR A FAST CHANNEL</b>	
Wage Rates	<ul style="list-style-type: none"> <li>• One-time programs &lt; 66 minutes <ul style="list-style-type: none"> <li>◦ Section 1(a)(2) rates</li> </ul> </li> <li>• One-time programs ≥ 66 minutes <ul style="list-style-type: none"> <li>◦ Other than one-time programs ≥ 96 minutes budgeted at ≥ \$35,115,874*: <ul style="list-style-type: none"> <li>▪ Section 1(a)(3) rates</li> </ul> </li> <li>◦ One-time programs ≥ 96 minutes budgeted at ≥ \$35,115,874*: <ul style="list-style-type: none"> <li>▪ Section 1(a)(1) rates</li> </ul> </li> </ul> </li> </ul> <p><i>*Budget threshold subject to general wage increase in year 1 of the Agreement only.</i></p>

**SPECIAL CONDITIONS**  
**EMPLOYEES EMPLOYED IN CONNECTICUT, DELAWARE AND/OR**  
**PENNSYLVANIA**  
**UNDER PART B OF THE 2024 LOCAL 52 MAJORS AGREEMENT**  
**AND/OR UNDER THE 2024 LOCAL 52 SDPA (AS APPLICABLE)**

The following modifications shall apply to motion pictures which commence principal photography on or after *[insert date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*, and to new seasons of series and new mini-series for which the first episode of the season or first part of the mini-series commences principal photography on or after *[insert date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

<b>ONE-HOUR PRIME TIME DRAMATIC SERIES (OTHER THAN SERIES MADE FOR BASIC CABLE OR THE CW) INCLUDING ALL 36-65 MINUTE HIGH BUDGET SVOD, AVOD AND FAST-CHANNEL SERIES</b>	
Wage Rates	<ul style="list-style-type: none"> <li>Seasons 1+: Section 26(a)(3)(i) rates</li> </ul>
Holidays	<ul style="list-style-type: none"> <li>Season 1: no unworked holiday pay</li> <li>Seasons 2+: 100% unworked holiday pay</li> </ul>
<b>HALF-HOUR SINGLE CAMERA PRIME TIME DRAMATIC SERIES (OTHER THAN SERIES MADE FOR BASIC CABLE OR THE CW) INCLUDING ALL 20-35 MINUTE SINGLE CAMERA HIGH BUDGET SVOD, AVOD AND FAST-CHANNEL SERIES</b>	
Wage Rates	<ul style="list-style-type: none"> <li>Seasons 1 &amp; 2: Section 26(a)(3)(i) rates reduced by 3%</li> <li>Seasons 3+: Section 26(a)(3)(i) rates</li> </ul>
Holidays	<ul style="list-style-type: none"> <li>Season 1: no unworked holiday pay</li> <li>Season 2: 50% unworked holiday pay</li> <li>Seasons 3+: 100% unworked holiday pay</li> </ul>
Vacation	<ul style="list-style-type: none"> <li>Season 1: no vacation pay</li> <li>Season 2: 50% vacation pay</li> <li>Seasons 3+: 100% vacation pay</li> </ul>
<b>HALF-HOUR MULTI-CAMERA PRIME TIME DRAMATIC SERIES (OTHER THAN SERIES MADE FOR BASIC CABLE OR THE CW) INCLUDING ALL 20-35 MINUTE MULTI-CAMERA HIGH BUDGET SVOD, AVOD AND FAST-CHANNEL SERIES</b>	
Wage Rates	<ul style="list-style-type: none"> <li>Seasons 1+: Section 26(a)(3)(i) rates</li> </ul>
Holidays	<ul style="list-style-type: none"> <li>Seasons 1+: 100% unworked holiday pay</li> </ul>
Vacation	<ul style="list-style-type: none"> <li>Seasons 1+: no vacation pay</li> </ul>

<b>MINI-SERIES (OTHER THAN SERIES MADE FOR BASIC CABLE OR THE CW) INCLUDING ALL HIGH BUDGET SVOD, AVOD AND FAST-CHANNEL MINI-SERIES</b>	
Wage Rates	<ul style="list-style-type: none"> <li>Section 26(a)(3)(i) rates</li> </ul>
<b>ONE-TIME HIGH-BUDGET PROGRAMS MADE FOR SVOD, AVOD OR A FAST CHANNEL</b>	
Wage Rates	<p>One-time programs other than one-time programs <math>\geq</math> 96 minutes budgeted at <math>\geq \\$35,115,874^*</math>:</p> <ul style="list-style-type: none"> <li>Section 26(a)(3)(i) rates</li> </ul> <p>One-time programs <math>\geq</math> 96 minutes budgeted at <math>\geq \\$35,115,874^*</math>:</p> <ul style="list-style-type: none"> <li>Section 26(a)(1) or (2) theatrical rates, as applicable</li> </ul> <p><i>*Budget threshold subject to general wage increase in year 1 of the Agreement only.</i></p>
<b>ALL PROGRAMS AND SERIES (INCLUDING MINI-SERIES) MADE FOR BASIC CABLE OR THE CW</b>	
Wage Rates	<p>Long-form television motion pictures and mini-series:</p> <ul style="list-style-type: none"> <li>Section 26(a)(3)(i) rates</li> </ul> <p>Pilots and episodic series:</p> <ul style="list-style-type: none"> <li>Pilot and Season 1: Section 26(a)(3)(i) rates reduced by 10%</li> <li>Seasons 2 &amp; 3: Section 26(a)(3)(i) rates reduced by 3%</li> <li>Seasons 4+: Section 26(a)(3)(i) rates</li> </ul>
Holidays	<p>Long-form television motion pictures and mini-series:</p> <ul style="list-style-type: none"> <li>No unworked holiday pay</li> </ul> <p>Pilots and episodic series:</p> <ul style="list-style-type: none"> <li>Pilot and Season 1: no unworked holiday pay</li> <li>Season 2: 50% unworked holiday pay</li> <li>Seasons 3+: 100% unworked holiday pay</li> </ul>
Vacation	<p>Long-form television motion pictures and mini-series:</p> <ul style="list-style-type: none"> <li>No vacation pay</li> </ul> <p>Other than half-hour single camera dramatic pilots and episodic series:</p> <ul style="list-style-type: none"> <li>No vacation pay</li> </ul> <p>Half-hour single camera dramatic pilots and episodic series:</p> <ul style="list-style-type: none"> <li>Pilot and Season 1: no vacation pay</li> <li>Season 2: 50% vacation pay</li> <li>Seasons 3+: 100% vacation pay</li> </ul>