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2024 IATSE Area Standards Agreement MOA

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July 3, 2024

GENERAL MEMORANDUM OF AGREEMENT OF AUGUST 1, 2024
between
ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
and
**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES, ITS TERRITORIES AND CANADA
FOR THE THEATRICAL AND TELEVISION MOTION PICTURE
AREA STANDARDS AGREEMENT**

This Memorandum of Agreement is entered into as of August 1, 2024 between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (hereinafter referred to as the "IATSE"), on its own behalf and on behalf of the Local Unions whose jurisdictions are covered by the 2024 IATSE Area Standards Agreement (such International Alliance and Locals being referred to individually as the "Union" and collectively as the "Unions"), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter "AMPTP") on behalf of those Producers which have effectively consented to be part of the single multi-employer bargaining unit (each hereinafter respectively referred to as the "Employer" and collectively referred to as the "Employers" and listed on Exhibit "A" attached hereto), on the other hand.

This Memorandum of Agreement modifies the Theatrical and Television Motion Picture Area Standards Agreement between the IATSE and the Employers which became effective on August 1, 2021.

All of the provisions of the current Area Standards Agreement between the parties shall remain the same, unless otherwise specifically changed as noted herein. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language. This Memorandum of Agreement is not contract language, except where the context clearly indicates otherwise.

The provisions herein shall be effective on August 4, 2024 or the first Sunday following 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 of Agreement**

The term of the Agreement shall be three (3) years, beginning August 1, 2024 and terminating on July 31, 2027.

2. General Wage Increases

Except as otherwise provided herein, increase minimum contract wage rates in Article 3(A)(1) (the “Maryland rates”), Article 3(A)(2) (the “non-Maryland rates”), Article 3(A)(3) (the minimum contract wage rates applicable to Washington D.C.) and Article 3(A)(4) (the minimum contract wage rates applicable to Maine, Massachusetts, New Hampshire, Rhode Island and Vermont) by seven percent (7%) effective [*insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*] (hereinafter “Year 1 Increase”); by an additional four percent (4%) effective [*insert date that is August 3, 2025 or the first Sunday that is one year following the business day that the AMPTP receives notification of ratification, whichever is later*] (hereinafter “Year 2 Increase”); and by an additional three and one-half percent (3.5%) effective [*insert date that is August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*] (hereinafter “Year 3 Increase”). These increases shall be compounded.

3. Regional Adjustment

Prior to applying the general wage increases described in Item 2 above, adjust the minimum contract wage rates in Article 3(A)(2) (the “non-Maryland rates”) by two percent (2%) in each year of the 2024 Area Standards Agreement, effective on the same dates as the general wage increases described in Item 2 above, and by two percent (2%) in each of the first two years of the successor agreement to the 2024 Area Standards Agreement, effective on the same dates as the general wage increases in those years. These adjustments shall be compounded. In no event shall these adjustments cause the “non-Maryland” minimum contract wage rate to exceed the “Maryland” minimum contract wage rate for the same classification on the same type of production.

4. Assistant Production Office Coordinators and Art Department Coordinators on Television

Increase the minimum wage rates for Assistant Production Office Coordinators and Art Department Coordinators on television to \$28.50 per hour effective [*insert date that is August 4, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later*]; and to \$30.00 per hour effective [*insert date that is August 3, 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*]. The foregoing increases are in lieu of the Year 1 and 2 Increases set forth in Item 2 above. The Year 3 Increase described in Item 2 above shall apply to these rates. (For clarity, Item 3 above shall not apply.)

5. **Pension, Health, Annuity Funds and 401(k) Plans**

a. **Pension, Health and Annuity Contribution Rates**

i. Increase the benefit contribution rates in Article 5 of the Agreement as follows:

(1) First Year Increases:

a. Effective [*insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*], increase the aggregate daily benefit contribution rates in Article 5(A)(1)-(5) and (8) to \$175.00 per day allocated as follows:

i. Articles 5(A)(1) (“non-Maryland fringe rates”), 5(A)(2) (“Maryland fringe rates”), 5(A)(4) (Washington D.C.), 5(A)(5) (Maine, Massachusetts, New Hampshire, Rhode Island and Vermont) and 5(A)(8) (Oregon and Washington):

1. \$136.00 per day allocated to the IATSE National Health and Welfare Fund, Plan C;
2. \$20.00 per day allocated to the IATSE Annuity Fund; and
3. \$19.00 per day allocated to the IATSE National Pension Fund, Plan C;

b. Article 5(A)(3) (Southeastern Michigan):

- i. \$136.00 per day allocated to the IATSE National Health and Welfare Fund, Plan C; and
- ii. \$39.00 per day allocated to pension.

c. Effective [*insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*], increase the aggregate daily benefit contribution rates in Article 5(A)(6) (Las Vegas) by \$23.00 per day, with \$15.68 per day allocated to the IATSE National Health and Welfare Fund, Plan C and \$7.32 per day allocated to the NRA – IATSE Local 720 Joint Trust Fund.

d. Effective [*insert date that is August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*], increase the aggregate daily benefit contribution rates in Article 5(A)(7) (Hawaii) by \$23.00 per day, with \$14.00 per day allocated to the IATSE Local 665 Health and Welfare Trust Fund and \$9.00 per day allocated to IATSE National Pension Fund, Plan C.

(2) Second and Third Year Increases:

Increase the aggregate daily benefit contribution rates in Article 5(A) by an additional \$15.00 per day effective [*insert date that is August 3, 2025 or the first Sunday that is one year following the business day that the AMPTP receives notification of ratification, whichever is later*]; and by an additional \$15.00 per day effective [*insert date that is August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*].

Allocation of the increases effective [*insert date that is August 3, 2025 or the first Sunday that is one year following the business day that the AMPTP receives notification of ratification, whichever is later*] and [*insert date that is August 2, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*] shall be made by mutual agreement of the AMPTP (on behalf of the Employers) and the IATSE at least sixty (60) days in advance of the respective effective dates of such increases. The parties may agree to different allocations for each of the rates listed in Article 5(A)(1)-(8):

- (1) “Non-Maryland fringe rates”
- (2) “Maryland fringe rates”
- (3) Southeastern Michigan
- (4) Washington, D.C.
- (5) Maine, Massachusetts, New Hampshire, Rhode Island, Vermont
- (6) Las Vegas
- (7) Hawaii
- (8) Oregon and Washington

In the event the AMPTP and IATSE do not mutually agree upon the allocation before the deadline described above, the entire increase shall be allocated to health, unless the IATSE National Pension Fund is less than eighty percent (80%) funded or is

projected to have a negative credit balance during the seven (7) year projection period, based on the preliminary actuarial valuation results for the year of the increase, in which case at least half of the increase shall be allocated to pension.

b. **Pension Contributions for Certain Classifications in Ohio**

Modify footnote 10 to Article 5(A)(2) as follows:

“¹⁰ Pension contributions for employees hired within the jurisdiction of Local 209 shall be made to the Local 27 Pension Plan. Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], pension contributions on behalf of classifications represented by Local 161 in Ohio shall be payable to the IATSE National Benefit Fund Plan C Pension.”

c. **Sideletter No. 9 re: “Pension Contributions for Persons Employed under the IATSE Area Standards Agreement Who Are Participants in the Local USA 829 Pension Fund”**

Modify Sideletter No. 9 (including by renaming it the Sideletter re: “Pension Contributions for Persons Employed under the IATSE Area Standards Agreement Who Are Participants in the Local USA 829 Pension Fund”) as follows:

“This will confirm the agreement reached concerning the submission of pension contributions on behalf of those persons employed under the IATSE Area Standards Agreement who are participants in the United Scenic Artists Local USA 829 Pension Fund, for whom Local USA 829 has been assigned by the IATSE as the Administrative Local Union pursuant to Appendix B of that Agreement. In lieu of making contributions on behalf of such persons to the IATSE National Pension Fund or to any other pension plan specified in Article 5 on behalf of such persons, the Employer shall instead make contributions to the United Scenic Artists Local USA 829 Pension Fund. Employer shall make contributions to the United Scenic Artists Local USA 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund in the aggregate amount that is otherwise applicable under Article 5.A.(5) of the Area Standards Agreement, with the allocation of said aggregate amount to be determined from time to time, but not more frequently than once per year, by United Scenic Artists, Local USA 829. Local USA 829 shall provide notice to the AMPTP and Employers of said allocation.”

d. **Participation in Local 829 401(k) Plan**

Effective [*insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*], the Employers agree to facilitate salary deferrals to the Local USA 829 401(k) Plan for employees working under the Area Standards Agreement who are eligible to participate in the Plan, provided that the trustees of the Plan determine to accept salary deferrals under this Agreement and counsel to the Plan provides written confirmation to the Employers that the Trust Agreement for the Plan permits such deferrals.

6. **Sideletters**

a. **Sideletter No. 12 re: Productions Made for New Media**

- i. Incorporate the terms and conditions of Sideletter No. 12 re: Productions Made for New Media as a new Article in the Area Standards Agreement, with the modifications set forth in the charts attached as Exhibit "B" hereto. Employers agree that budget thresholds which are indexed to the general wage increases shall be subject to the general wage increase in Year 1 of the Agreement only. Except as otherwise set forth in this Memorandum of Agreement, the applicable terms and conditions in the 2021 Area Standards Agreement shall remain unchanged.
- ii. *Add a new subparagraph G. (and renumber the remaining subparagraphs accordingly) regarding High Budget, Mid Budget and Low Budget AVOD or FAST Channel Programs to the new Article in the Area Standards Agreement that contains the terms and conditions of Sideletter No. 12 re: Productions Made for New Media (as modified herein), as follows:*

"G. New Media Productions Made for Initial Exhibition on a Free-to-the-Consumer, Advertiser-Supported New Media Platform or Free Ad-Supported Streaming Television Channel

"(1) **Prospective Application**

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

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

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

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

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

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

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

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

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

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

“Length of Program as Initially Exhibited* as Initially Exhibited*	“Mid-Budget” Threshold
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20-35 Minutes	\$900,000 or more but less than \$1,300,000
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36-65 Minutes	\$1,750,000 or more but less than \$2,500,000
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66 Minutes or more	\$2,100,000 or more but less than \$3,000,000
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“* Original, live action dramatic new media productions which are less than 20 minutes in length are not subject to this subparagraph G and, instead, are subject to subparagraph D.(1) of this Article, regardless of their budgets.

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

“Length of Program as Initially Exhibited* as Initially Exhibited*	“Low Budget” Threshold
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“20-35 Minutes	Less than \$900,000
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“36-65 Minutes	Less than \$1,750,000
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“66 Minutes or more	Less than \$2,100,000
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“* Original, live action dramatic new media productions which are less than 20 minutes in length are not subject to this subparagraph G and, instead, are subject to subparagraph D.(1) of this Article regardless of their budgets.

“(3) Terms and Conditions

“(a) High Budget AVOD or FAST Channel Programs

“The terms and conditions applicable to a High Budget AVOD or FAST Channel Program, as defined in subparagraph

G.(2) above, shall be as provided in the 2024 Area Standards Agreement, subject to the modifications below: *[Apply the terms and conditions applicable to High Budget SVOD Programs, with the modifications set forth in the chart attached as Exhibit "B" hereto.]*

“(b) Mid Budget AVOD or FAST Channel Programs

“The terms and conditions applicable to a Mid Budget AVOD or FAST Channel Program, as defined in subparagraph G.(2) above, shall be as provided in the 2024 Area Standards Agreement for a long-form television motion picture, subject to the modifications below: *[Apply the terms and conditions applicable to Mid Budget SVOD Programs, with the modifications set forth in the chart attached as Exhibit "B" hereto.]*

“(c) Low Budget AVOD or FAST Channel Programs

“The terms and conditions applicable to a Low Budget AVOD or FAST Channel Program, as defined in subparagraph G.(2) above, shall be as provided in the 2024 Area Standards Agreement for a long-form television motion picture, subject to the modifications below:” *[Apply the terms and conditions applicable to Low Budget SVOD Programs, with the modifications set forth in the chart attached as Exhibit "B" hereto.]*

b. **Sideletter No. 15 re: Productions Made for Basic Cable or The CW**

Incorporate the terms and conditions of Sideletter No. 15 re: Productions Made for Basic Cable or The CW as a new Article in the Area Standards Agreement, with the modifications set forth in the chart attached as Exhibit “B” hereto. Except as otherwise set forth in this Memorandum of Agreement, the applicable terms and conditions in the 2021 Area Standards Agreement shall remain unchanged.

7. **Double Time and Triple Time**

Modify Article 3(D) as follows:

“(D) Overtime and Premium Pay

* * *

“(2) (i) Two (2) times the employee’s regular hourly rate will be paid for all hours worked after twelve (12) hours of work on any work day when an employee is employed on a theatrical motion picture and, effective for theatrical motion pictures commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of]

ratification, whichever is later], three (3) times the employee's regular hourly rate will be paid for all hours worked after fifteen (15) elapsed hours.

“(ii) This subparagraph (ii) shall apply to television motion pictures, seasons of series and mini-series commencing principal photography prior to [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]. Subparagraph (iii) below shall apply to television motion pictures, new seasons of series and new mini-series commencing principal photography on or after such date.

“Two (2) times the employee's regular hourly rate will be paid for all hours worked after fourteen (14) elapsed hours when the employee is employed on a television production, except:

“Two (2) times the employee's regular 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 February 13, 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.)

“(iii) Effective for television motion pictures, new seasons of series and new mini-series commencing principal photography on or after [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], two (2) times the employee's regular hourly rate will be paid for all hours worked after twelve (12) hours of work on any work day when the employee is employed on a television production, and three (3) times the employee's regular hourly rate shall be paid for all hours worked after fifteen (15) elapsed hours.”

* * *

8. Rest Period Penalty

Modify Article 3(F)(3) as follows:

“(3) The penalty for invasion of the rest period as provided herein shall be payment of additional straight time for all invaded hours.

“Effective for motion pictures, parts of a mini-series or episodes of a series which commence principal photography on or after [insert date that is the first Sunday that is 90 days after August 4, 2024 or the business day on which the AMPTP receives notice of ratification, whichever is later], the penalty for invasion of the rest period as provided herein shall be payment of additional double time at the employee’s straight time hourly rate. 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).”

9. Consecutive Days Worked

Add the following as a new subparagraph (4) to Article 3(D) (“Overtime and Premium Pay”) as follows:

“(4) Fourteen Consecutive Days Worked

“Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], an employee shall receive a minimum of one (1) day off after fourteen (14) consecutive days of work.

“An employee who works a fifteenth (15th) consecutive day shall be paid additional straight time for all hours worked thereafter until a thirty-two (32) hour rest period is provided.”

10. Courtesy Housing and Transportation

Modify Article 3(M) (“Courtesy Housing and Transportation”) as follows:

“(M) Courtesy Housing and Transportation

“Upon request of an employee who When an employee is required to work in excess of fourteen (14) hours 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,⁴ at the Employer’s election. Round trip transportation shall be

⁴ Round trip transportation may include public transportation if reasonable under the circumstances.

from the designated crew parking area to home and return at the Employer's expense. 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, Employer shall have no responsibility for the personal vehicle of an the 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 Hire terms and conditions."

11. Nearby Hire Living Allowances and Hotel Accommodations

Modify Article 3(H)(2) as follows:

"(2) 'Nearby Hires' shall be paid a weekly living allowance of no less than \$532.00 per week (\$567.00 per week effective November 21, 2021; \$602.00 per week effective July 31, 2022 and \$637.00 per week effective July 30, 2023) \$637.00 per week (\$707.00 per week effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]; \$777.00 per week effective [insert date that is August 3, 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 \$847.00 per week effective [insert date that is August 2, 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]), or \$76.00 per day prorated (\$81.00 per day prorated effective November 21, 2021; \$86.00 per day prorated effective July 31, 2022 and \$91.00 per day prorated effective July 30, 2023) \$91.00 per

day prorated (\$101.00 per day effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]; \$111.00 per day effective [insert date that is August 3, 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 \$121.00 per day effective [insert date that is August 2, 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]).

“Alternatively, upon request of the ‘Nearby Hire,’ the Employer may provide the employee with reasonable single occupancy hotel accommodations in lieu of the weekly living allowance.”

12. **Per Diem**

Modify Article 3(I) as follows:

“(I) **Per Diem**

“(1) The Employer shall pay per diem to Distant Hires, as defined in Article 3(H)(1)(c) above, at the following rates per day:

“Prior to November 21, 2021:

“Breakfast	\$9.50
“Lunch	\$14.00
“Dinner	\$30.00
“Total Per Diem	\$53.50

“Effective November 21, 2021:

“Breakfast	\$11.50
“Lunch	\$16.00
“Dinner	\$32.00
“Total Per Diem	\$59.50

	<u>Effective August 1, 2024</u>	<u>Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]</u>	<u>Effective [insert date that is August 2, 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>\$11.50</u>	<u>\$14.00</u>	<u>\$16.00</u>
<u>Lunch</u>	<u>\$16.00</u>	<u>\$21.00</u>	<u>\$22.00</u>
<u>Dinner</u>	<u>\$32.00</u>	<u>\$35.00</u>	<u>\$37.00</u>
<u>Total Per Diem</u>	<u>\$59.50</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.”

13. **Timely Notice of Call Times**

Add a new subparagraph (4) to Article 3(B) (“Work Day”) as follows:

“(4) Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], 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.”

14. **Preparation Time**

Add a new subparagraph (N) (“Script Supervisor Preparation Time”) to Article 3 of the Area Standards Agreement as follows:

“(N) Preparation Time

“(1) The Script Supervisor assigned to the main shooting unit of a theatrical motion picture shall receive at least one (1) week of preparation time prior to the commencement of principal photography. ‘Rehearsal time’ shall not be considered ‘preparation time.’

“The Script Supervisor assigned to the main shooting unit of the first episode of the season of a television series shall receive at least one (1) day of preparation time prior to the commencement of principal photography.

“(2) Make-Up Artists and Hair Stylists shall be given eighteen (18) minutes of preparation time each work day.”

15. **Production Centers**

Modify Article 3(G)(2) as follows:

“(2) (a) In addition, except as provided in subparagraph (b) below, any place where a television pilot or series is based will be treated as a ‘production center’ for that television pilot or series, whether or not that city appears on the above list of designated production centers, thereby making all persons hired within the geographical jurisdiction of the Local Union administering the Agreement on the pilot or series ‘Local Hires.’ In the event that a pilot based outside of a designated production center leads to an initial order for a series that is not located within the geographical jurisdiction of the Local Union where the pilot was based, the Employer shall make a retroactive payment to or on behalf of those employees who were employed on the pilot under this Agreement and who would otherwise have qualified as Nearby Hires of: (a) the living allowance as provided in Article 3(H)(2), (b) daily benefit plan contributions for any idle seventh day as provided in Article 3(K)(2), and (c) the applicable travel allowance for ‘travel only’ days as provided in Article 8(G)(ii). Payments shall be based on the rate in effect at the time the work was performed on the pilot.

“(b) However, subparagraph (2)(a) above shall not apply to a season of any series, the pilot or first episode of which commences principal photography on or after January 1, 2025.”

16. **Climate Control**

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

“During the 2024 negotiations for the Area Standards Agreement, the Union discussed that employees, both ‘on’ and ‘off production,’ work under varied conditions, including a wide range of climates and temperatures. The Union highlighted the diversity of conditions that occur within the broad geographic jurisdiction of the Area Standards Agreement and raised concerns regarding accommodations for heating (when working in a cold environment) and cooling (when working in a hot environment).

“Accordingly, this bulletin serves as a reminder that Producers should endeavor to make those accommodations, which may include providing air conditioning or heating, fans, shade or heating tents and similar measures, when conditions warrant such arrangements. 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.”

17. **Referral List**

Modify Article 2(C)(2) as follows:

“(2) Upon request of the Employer, In advance of hiring employees represented by the Local, the Employer shall request and the Local shall expeditiously supply the Employer with a referral list of individuals who have work experience in the production of motion pictures, together with the address, contact number and skill of each such individual. The Local shall refer qualified persons in a non-discriminatory manner. For employees on the referral list, the address shown on the list shall be used in determining whether the employee is to be treated as a Local Hire, a Nearby Hire or Distant Hire.”

18. **Juneteenth**

Modify the first paragraph of Article 7 (“Holidays”) as follows:

ARTICLE 7 – HOLIDAYS

“The following days shall be recognized as holidays: 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, 2025, Juneteenth shall also be a recognized 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.”

19. **Article 9 – Payment of Wages**

Modify Article 9 as follows:

“ARTICLE 9 – PAYMENT OF WAGES

“Wages must be paid to employees no later than the Friday following the end of each production workweek.

“Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], paper checks shall be made available to an employee who requests paper checks at the start of employment and designates an address for delivery of same. The Employer shall arrange for paper checks to be printed on site or to be sent to the production office or the employee’s designated address by express mail no later than the Friday following the end of each production workweek. When paper checks are directed to the production office, Employer shall notify the employee no later than the next business day following receipt of the check, and it shall remain available for pick-up for one (1) week. If the employee

does not pick up the paper check from the production office within one (1) week, the check shall be sent by U.S. mail to the employee's designated address.

"Effective [August 4, 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."

20. **Article 10 – Safety and Specialized Work**

a. **Safety Officer Pilot Program**

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

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

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

b. **Firearm Safety**

Add a new subparagraph (G) to Article 10 as follows:

"(G) Firearm Safety

"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' or 'Prop Weapons'). The Property Master, Assistant Property Master or Prop Weapons will be the individuals acting in the interest of the Employer for obtaining, maintaining and

handling all firearms. The Property Master, Assistant Property Master or Prop Weapons 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')."

c. **Specialized Pay Adjustments**

Modify Article 10(B) as follows:

“(B) The employees selected to perform specialized work and Producer are to negotiate and agree upon a rate in advance for such work and, if no agreement is so reached, the employee will not jeopardize working opportunities by refusing to perform such work. The employee may seek assistance from the Business Representative of the Union in connection with these negotiations, provided that there is no delay to the production in doing so. The Business Representative need not be present for the negotiations.

“When an employee covered by this Agreement is working in close proximity and is exposed to the same hazard with the same degree of risk to which another employee covered by this Agreement or the Basic Agreement is exposed who has negotiated a specialized pay adjustment, the employee covered by this Agreement is entitled to that same specialized pay adjustment. In all other specialized work situations, the amount of such adjustment shall be the subject of individual negotiations.”

“If an employee is required to sign a waiver for any state or governmental agency or owner of private property and refuses to sign such waiver, such employee may be replaced, but such refusal shall not limit such employee’s future employment opportunities with Producer.

“When Producer knows in advance that such a waiver is required, Producer will advise the Union of the situation.

“Employer shall provide each employee with two hundred fifty thousand dollars (\$250,000) of accidental death and dismemberment insurance for each day on which the employee receives a specialized pay adjustment pursuant to this provision.”

d. **Aerial Lifts**

Add a new subparagraph (G) (“Work in Aerial Lifts”) to Article 10 of the Area Standards Agreement as follows:

“(G) **Work in Aerial Lifts**

“(1) A grip who is instructed to perform work in an aerial lift (e.g. boom or articulating boom) at a height of at least sixty-five (65) feet for four (4) or more cumulative hours within a single shift shall receive an additional three dollars (\$3.00) per hour for the entire shift. An employee who receives increased pay under this subparagraph (1) shall not be entitled to the increased pay under subparagraph (2) below.

“(2) When an ‘on production’ employee works in an aerial lift used as a lighting platform or grip lighting platform at a height of at least thirty-five (35) feet for four (4) or more cumulative hours within a single shift, the employee shall receive an additional one dollar (\$1.00) per hour for the entire shift.”

e. **Work in Extreme Heat and Cold**

Add a new subparagraph (H) to Article 10 of the Area Standards 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.”

21. **Artificial Intelligence**

a. *Add a new Article to the Area Standards Agreement to provide as follows:*

“[##]. **Artificial Intelligence**

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

“(a) Definitions

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

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

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

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

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

“(b) Existing Technologies and Practices

“The parties acknowledge that the 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.

“(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 System¹ or resulting output of such systems for use in connection with the performance of covered work. Employees who are assigned to utilize an AI System to perform services, including by inputting prompts or otherwise overseeing the use of the AI System, shall continue to be covered under the terms of 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.

“(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.

“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,

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

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

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

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

“(e) Ongoing Obligations

“(1) Joint Industry-Wide Meetings. The parties agree to meet at least semi-annually during the term of the 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 and/or the Basic Agreement (the ‘Agreements’), 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 the respective Agreements, 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 these Agreements. 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 the Agreement. Nothing herein alters the scope of coverage under the 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 to the Area Standards Agreement to provide as follows:*

“During the 2024 negotiations, the parties reached agreement to add a new Article [##] to the Area Standards Agreement 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 [##] was the result of extensive discussions between the parties, including with their respective experts, and calls for regular meetings between the parties during the term to keep the Union advised and informed of developments in the use of AI Systems affecting bargaining unit members. The parties acknowledge both the Employer’s right to use new technologies involving AI System(s) in Article [##] 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.

“The parties confirm that the foregoing obligation shall not apply when an Employer experiments 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/or tests the AI System under operating conditions by persons under the jurisdiction of this Agreement on a temporary basis.”

22. **Article 23 - Sick Leave**

Modify Article 23 as follows:

“ARTICLE 23 – SICK LEAVE

“(A) **Sick Leave**

“(1) **Accrual**. Eligible employees covered by the IATSE Area Standards 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) (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]) day of employment 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.) Employees employed outside California shall be eligible for such sick leave ~~commencing February 1, 2022~~.

“(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 cannot be waived in a collective bargaining 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 23(A).

“(3) A day of paid sick leave shall be equal to eight (8) hours' pay for hourly or daily employees. Four (4) hours of paid sick leave shall be equal to four (4) hours' pay for hourly employees (at the employee's straight time hourly rate). To the extent that an employee works in a classification for which the rate of pay is subject to individual negotiation, and the employee negotiates a weekly guarantee, the rate of paid sick leave shall be computed on the basis of one-fifth (1/5th) of the employee's weekly

rate for a day of paid sick leave (and fifty percent (50%) thereof if a four (4) hour increment of sick leave is taken). Replacements for weekly employees (including “on-call” employees) may be hired on a pro rata basis of the weekly rate regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising his right to paid sick leave.

“(4) Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the employee or the employee’s “family member.”¹³ Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

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

“(6) Employer shall include information in the employee’s start paperwork to advise the employee of the designated Employer representative whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this California Sick Leave Policy. Such start paperwork also shall advise the employee 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 the IATSE of the name and contact information of the designated Employer representative.

“(7) Any Employer that, as of June 30, 2015, had a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time with respect to eligible employees working in California or that, as of February 1, 2022, has a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time for all other eligible employees, may continue such policy in lieu of the foregoing. Nothing shall prevent an Employer from negotiating a sick leave policy with better terms and

¹³ “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.

conditions. There shall be no discrimination or retaliation against any employee for exercising his or her right to use paid sick leave.

“(8) Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided therein.”

23. **Bereavement Leave**

Delete Sideletter No. 1 to the Area Standards Agreement and add a new Article 3(O) (“Bereavement Leave”) to the Area Standards Agreement as follows:

“(O) Bereavement Leave

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

“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.”

24. **Article 14 – No Discrimination**

Modify Article 14 of the Area Standards Agreement as follows:

“There shall be no discrimination against any employee due to race, color, creed, religion, sex, sexual preference, age, qualified disability, national origin or Union membership. The parties reaffirm their commitment to a policy of non-discrimination in connection with the engagement of employees under this Agreement on the basis of race, color, religion, sex (including pregnancy), gender, gender identity, gender expression, veteran status, medical condition (including genetic characteristics), sexual orientation, age, national origin, disability as defined in the Americans with Disabilities Act, marital status, Union membership or any other basis prohibited by applicable law. The matters

covered in this Article are not subject to the provisions of Article 15, ‘Grievance Procedure.’”

25. **Project Information Sheet**

Modify Article 2(C)(1) as follows:

“(C) (1) The Employer shall provide ~~written notice the agreed-upon Project Information Sheet attached as Appendix D to this Agreement, completed to the extent the information therein is known at the time of completion, to the IATSE General Office with the following information, if known (or may submit the information, if known, in the form of a Project Information Sheet, attached as Appendix D to this Agreement)~~ for each theatrical motion picture, television motion picture and covered New Media production on which employees are employed under this Agreement no later than two (2) weeks after opening a production office for such motion picture or production.

“~~Such notice shall contain at least the following information, if known:~~

“(a) ~~Project Title;~~

“(b) ~~Signatory Employer;~~

“(c) ~~Production Compan(ies), if different from Signatory Employer;~~

“(d) ~~Project Type (feature, television, direct to video/DVD or New Media);~~

“(e) ~~Applicable Special Conditions sideletter or New Media sideletter, if any;~~

“(f) ~~Whether the covered New Media production is a “Mid Budget SVOD” Program covered by the Sideletter re: Productions Made for New Media;~~

“(g) ~~Applicable High Budget SVOD budget tier and subscriber tier, for High Budget SVOD productions covered by the Sideletter re: Productions Made for New Media;~~

“(h) ~~Number of episodes in the initial order;~~

“(i) ~~Production office address and phone number;~~

“(j) ~~Line Producer/UPM/Labor Relations contact(s) with phone number(s) and email address(es);~~

“(k) ~~Payroll service, if applicable.~~

“For episodic series, it is understood and agreed that the foregoing requirement is satisfied by providing a ~~noticee~~ (or Project Information Sheet) at the commencement of production of the first season of such episodic series.

“For productions on which employees covered by this Agreement and/or the IATSE Basic Agreement are employed, it is understood and agreed that only one (1) combined ~~noticee or~~ Project Information Sheet need be submitted.

“This provision shall not apply when employees are hired under this Agreement to work outside the United States.

“There shall be no penalty for inadvertent failure to comply with this provision.”

Make conforming changes, including by updating Appendix D.

26. **Meal Period Hotline**

Eliminate Article 4(F) of the Agreement.

27. **Subcontracting**

Modify Article 2(B) as follows:

“(B) The parties recognize the existence of past subcontracting practices within the multi-employer bargaining unit established by the IATSE Basic Agreement.

“The Employer, as a matter of preservation of work for employees who have historically and traditionally performed work under the crafts and classifications which are common to both this Agreement and the IATSE Basic Agreement, agrees that as to bargaining unit work of a type which has not heretofore been subcontracted pursuant to such Agreements, the Employer will subcontract such bargaining unit work to any other person, corporation, joint venture or entity only: (1) if the Employer first notified the IATSE in writing of its intention to subcontract, and (2) the direct labor costs of the person, corporation, joint venture or entity who will perform such work under said subcontract are not less than the direct labor costs set forth in this Agreement; or (3) if the Employer lacks the requisite technology, facilities or equipment to perform the work. In addition, the Employer agrees, effective November 1, 2024, to notify the IATSE in writing of its intention to subcontract bargaining unit work of a type that has heretofore been subcontracted in the multi-employer bargaining unit. Except with respect to such notice, nothing in the preceding sentence shall alter the parties' rights, limitations and restrictions with respect to subcontracting under this Article 2(B).

“In order to effectively enforce the provisions of this Article 2(B), the Employer agrees that records in its possession or those to which the Employer has access pertaining to direct labor costs will be made available for inspection within twenty (20) days after a written request therefor by the IATSE.

“A complaint by the IATSE of a violation of this Article 2(B) shall be subject to the Grievance Procedure set forth in Article 15 of this Agreement.”

28. **Restrooms and Menstrual Products**

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

“During the negotiations for the 2024 IATSE Area Standards 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.”

29. **Appendix B - Earnings Reports**

Modify the third paragraph of Appendix B to the Area Standards Agreement to provide as follows:

“APPENDIX B

“Employer has informed the Union that it will be utilizing the services of a payroll company for employees on each film production. At the commencement of each production, the Company shall notify the Union of the applicable payroll company serving said production.

“No more frequently than once per calendar month, Employer shall require such payroll company to provide the Union with an earnings report for employees covered under this Agreement.

“Employer shall not object to such payroll company ~~deduction of deducting~~ all appropriate union dues/service fees from all wages earned by the employees covered by this Agreement who have executed the appropriate payroll deductions authorization form and shall request such payroll company to honor the Union’s request for such deductions. ~~and The Employer shall direct its payroll company to include the ‘Payroll Deduction Consent Form’ provided by the Local Union to include a copy of the ‘Payroll Deduction Consent Form’~~ with all start packages for all covered employees (see Appendix A), and

to notify the Union of any covered employee who does not voluntarily sign the ‘Payroll Deduction Consent Form.’”

30. **Bulletin Re: Suitable Work Accommodations for Make-up Artists and Hair Stylists**

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

“During the negotiations for the 2024 Area Standards Agreement, the Union raised concerns about the working accommodations of employees in the Make-Up and Hair Departments. Please remind your companies to communicate to the production personnel who are responsible for setting up holding areas that they should provide suitable working accommodations to the extent possible and consistent with the shooting site.

“When considering whether working accommodations are suitable, companies should consider factors such as adequate light, protection from the elements, ventilation, bathroom accessibility and maintenance, and compliance with applicable health and safety standards, rules and regulations. Participation of the Hair and Make-Up Department Heads (or their designees) in production logistics meetings may be helpful to identify potential issues with the suitability of working accommodations in advance of the day of shooting. It is understood that the working accommodations will necessarily vary depending on the circumstances of the shooting site.

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

31. **Job Title Changes**

The parties agree to make the following changes to the job titles and department names listed in Appendix A to the Area Standards Agreement based upon the understanding that these changes are non-substantive:

- Change all references of “Wardrobe” to “Costumes;”
- Change title from “Key Wardrobe/Lead Set Wardrobe” to “Key Costumer/Lead Set Costumer;”
- Change the title of the “Seamstress/Tailor/Stitcher/Sewer” job classification to “Tailor/Stitcher/Sewer;”
- Change the title of the “Best Boy Grip” job classification to “2nd Company Grip;”
- Change the title of the “Gaffer” job classification to “Chief Lighting Technician;”
- Change the title of the “Best Boy” job classification to “Assistant Chief Lighting Technician;”
- Change the title of the “Cable Utility Person” job classification to “Utility Person/Second Assistant Sound.”

32. **Set Teachers' Background Checks**

Employers agree not to require Set Teachers to pay for their own background checks.

33. **Housekeeping**

- a. Modify Appendix B to (1) change Local 209's address to 19609 Puritas Ave., Suite 109, Cleveland, OH 44135 and phone number to (216) 331-0299, and (2) treat Local 209 as the administering Local for the Area Standards Agreement in the 50-mile radius around Cincinnati.
- b. Modify Appendix B to change Local USA-829's address to 37 West 26th Street, 9th Floor, New York, NY 10010.
- c. Modify Appendix B to change Local 336's address to The UPS Store 1955 W Baseline Rd #113-138 Mesa, Az 85202.
- d. Modify Appendix B to treat Local 492 as the administering Local for the Area Standards Agreement in the state of Tennessee, northern Mississippi, and Kentucky (exclusive of Local 209's 50-mile radius around Cincinnati).
- e. Modify Appendix B to treat Local 488 as the administering Local for the Area Standards Agreement in the state of Montana and northern Idaho.
- f. Modify Appendix B to treat Local 798 as the administering Local for the Area Standards Agreement for Make-Up Artists and Hair Stylists in Alabama and Kentucky.
- g. Delete the reference to the "Digital Agreement" from Sideletter No. 5 re: "Scope and Application of Agreement."
- h. Move "Graphic Artist" to the Art Department in Appendix A.
- i. Modify Appendix B to treat Local 161 as the administering Local for the Area Standards Agreement for Script Supervisors, Production Office Coordinators and Assistant Production Office Coordinators hired locally in the state of Kentucky.
- j. Modify Appendix B to change Local 477's address to 4101 Ravenswood Road, Suite 108-109, Fort Lauderdale, Florida 33312.

- k. Modify Appendix B to change Local 480's address to 1322 Paseo De Peralta,
Santa Fe, NM 87501.

**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:_____

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

Matthew D. Loeb, International President

Date:_____

EXHIBIT “A”
Companies Represented by the AMPTP
in the 2024 IATSE Area Standards Agreement Negotiations

1440 Productions LLC	ChubbCo Film Co
20th Century Studios, Inc.	Classic Films Inc.
300 Pictures, Inc.	Columbia Pictures Industries, Inc.
40 North Productions, LLC	Corporate Management Solutions, Inc. dba CMS Productions
4423 Productions LLC	Corrado Mooncoin Holdings LLC
50/50 Studio Productions, LLC	CPT Holdings, Inc.
7 Friends Pictures Inc.	Cranetown Media LLC
A Little Bit Fuzzy Productions, LLC	Crown City Pictures Inc.
ABC Signature, LLC	Culture Crew Productions, Inc.
ABC Studios New York, LLC	Cush Light LLC
Abominable Pictures Inc.	Dae Light Media, LLC
Adobe Pictures, Inc.	Delta Blues Productions LLC
Alameda Productions, LLC	Digital 49 Productions, Inc.
Alive and Kicking, Inc.	Dutch Boy Productions, LLC
Ambient Sound Productions LLC	DW Studios Productions L.L.C.
Apple Studios LLC	Dyminium Productions, LLC
Apple Studios Louisiana LLC	Electric Entertainment, Inc.
Ascension Films Inc	Eye Productions Inc.
Backlight Productions LLC	Film 49 Productions, Inc.
Base Light Productions LLC	Focus Features Productions LLC
B-Cam Productions LLC	Fox Alternative Entertainment, LLC
Big Indie Pictures, Inc.	FTP Productions, LLC
Bonanza Productions Inc.	Goldcrest Features, Inc.
Breakout Kings Productions LLC	Grass Skirt Digital Productions, Inc.
Brightstar TFCF Productions LLC	Green Set Inc
Broken Foot Productions, Inc.	GWave Productions, LLC
Bumper Productions LLC	Hazardous Productions, LLC
Camdrew Productions LLC	Hop, Skip & Jump Productions, Inc.
Canada Premiere Pictures Inc.	Horizon Scripted Television Inc.
Capital Concerts, Inc.	Hostage Productions, Inc.
Carnival Row Productions, LLC	Hydronaut Productions, LLC
Castle Rock Pictures, Inc.	
CBB Productions	
CBS Studios Inc.	
Charlestown Productions LLC	
Chime Productions, LLC	

Inclined Productions, Inc.
Island Studios, LLC fka Island Film Studios,
LLC
It's Possible Productions, LLC

Jax Media, LLC
Jay Squared Productions LLC

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

Legendary Features Productions US, LLC
Legendary Pictures Productions LLC
Legendary Television Animation, LLC
Lennox House Pictures Inc.
LGTV Productions, Inc.
Linear Productions LLC
Lions Gate Productions, LLC
Louisiana Premiere Productions LLC

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

Nametag Productions Inc.
Netflix Productions, LLC
Netflix Studios, LLC

New Line Productions, Inc.
Next Step Productions LLC
Nila Inc.
Ninjutsu Pictures, Inc.
NM Talent Inc.
NS Pictures, Inc.

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

Pacific 2.1 Entertainment Group, Inc.
Palladin Productions LLC
Parallax TV Productions LLC
Paramount Overseas Production
Paramount Pictures Corporation
Paramount Worldwide Productions, Inc.
Patch Bay Productions LLC
Picrow Inc dba Pictures in a Row
Picrow Streaming Inc.
PP21 Productions LLC
Produced Bayou, Inc.
Production Partners Inc
Proximity Productions LLC

Random Pictures Inc.
Raquel Productions Inc.
Red Zone Pictures, Inc.
Redemption Pictures, Inc.
Remote Broadcasting, Inc.
River Road Entertainment Productions, LLC
Riverboat Productions, LLC
Rose City Pictures, Inc.
Rozar Pictures, LLC

Ruff Draft Productions, LLC

S&K Pictures, Inc.

Salt Spring Media, Inc.

Salty Pictures, Inc.

San Vicente Productions, Inc.

Scope Productions, LLC

Screen Gems Productions, Inc.

Serendipity Productions, Inc.

Shovel Buddies, LLC

Singular Productions LLC

Skycrew Sports Productions, LLC

Skydance Animation, LLC

Skydance Features, LLC

Skydance Pictures, LLC

SLO Productions Inc.

Smallville Studios Inc.

South Circle Productions LLC

South Rock Productions LLC

Stage 6 Films, Inc.

Stalwart Productions LLC

Story Ink, Ltd.

Storyteller Production Co., LLC dba Amblin
Partners

Stu Segall Productions, Inc.

The Company Productions, Inc.

Theatrical Resources, LLC

Theoretical Pictures, Inc.

Topanga Productions, Inc.

Triple Point Productions LLC

Turner Films, Inc.

TVM Productions, Inc.

Twentieth Century Fox Film Corporation
dba 20th Television

Universal City Studios LLC

Universal Content Productions LLC

Upside Down Productions Inc.

Vertical Hold Productions LLC

Walden Media Productions LLC

Walk By Faith Film, LLC

Walt Disney Pictures

Warner Bros. Pictures

Warner Bros. Television

Warner Specialty Productions Inc.

Warner Specialty Video Productions Inc.

Waveform Productions LLC

wiip Productions, LLC

Woodridge Productions, Inc.

XOF Studios, LLC

YANDR Productions, Inc.

YNFS Productions LLC

EXHIBIT "B"
2024 IATSE AREA STANDARDS AGREEMENT NEGOTIATIONS
SPECIAL CONDITIONS SIDELETTERS

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

DESCRIPTION			TERMS AND CONDITIONS		
HIGH BUDGET SVOD SERIES, HIGH BUDGET AVOD SERIES, AND HIGH BUDGET FAST-CHANNEL SERIES					
1.	Wage Rates	All High Budget SVOD Series, High Budget AVOD Series and High Budget FAST-Channel Series <ul style="list-style-type: none"> • Season 1: "Pilot, Long-Form and First Year of One-Hour Episodic Television Series" rates • Season 2+: "All Other Television" rates 			
2.	Holidays	All High Budget SVOD Series, High Budget AVOD Series and High Budget FAST-Channel Series <ul style="list-style-type: none"> • Season 1: No unworked holiday • Season 2+: 100% unworked holiday 			

DESCRIPTION			TERMS AND CONDITIONS		
LOW BUDGET SVOD AND MID-BUDGET SVOD; LOW BUDGET AVOD AND MID-BUDGET AVOD; LOW BUDGET FAST CHANNEL AND MID-BUDGET FAST CHANNEL					
1.	Wage Rates	Low Budget and Mid-Budget SVOD Programs; Low Budget and Mid-Budget AVOD Programs; and Low Budget and Mid-Budget FAST-Channel Programs <ul style="list-style-type: none"> • "Pilot, Long-Form and First Year of One-Hour Episodic Television Series" rates 			
2.	Holidays	No unworked holiday			

DESCRIPTION			TERMS AND CONDITIONS		
ALL PROGRAMS AND SERIES (INCLUDING MINI-SERIES) MADE FOR BASIC CABLE OR THE CW					
1.	Wage Rates	Long-form, pilots and series made for basic cable or The CW <ul style="list-style-type: none"> • Long-form, Pilot & Season 1: "Pilot, Long-Form and First Year of One-Hour Episodic Television Series" rates • Season 2: "Pilot, Long-Form and First Year of One-Hour Episodic Television Series" rates • Season 3+: "All Other Television" rates 			
2.	Holidays	Long-form, pilots and series made for basic cable or The CW <ul style="list-style-type: none"> • Pilot & Season 1: No unworked holiday • Season 2: 50% unworked holiday • Season 3+: 100% unworked holiday 			