

July 3, 2024

**MEMORANDUM OF AGREEMENT OF OCTOBER 1, 2024  
FOR THE PRODUCER – I.A.T.S.E. AND M.P.T.A.A.C.  
VIDEOTAPE ELECTRONICS SUPPLEMENTAL BASIC AGREEMENT**

This Memorandum of Agreement is entered into between the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of those Producers listed in Exhibit "A" attached hereto, on the other hand, and reflects the complete understanding reached between the parties as to the terms of the successor Agreement to the Producer-I.A.T.S.E. and M.P.T.A.A.C. Videotape Electronics Supplemental Basic Agreement of 2021 ("the 2021 Videotape Agreement").

The provisions herein shall be effective as of August 4, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later, unless a contrary date is specified, in which case such provision shall be effective as of the date so specified.

All of the terms and conditions of the 2021 Videotape Agreement shall remain unchanged, except as modified below and subject to conforming changes:

1. **Term**

The term of the 2024 Videotape Electronics Supplemental Basic Agreement ("Videotape Agreement") shall be for three (3) years, commencing on October 1, 2024 and terminating on September 30, 2027.

2. **Wages**

Except as otherwise provided in Item 19 below for certain reality programs, increase minimum contract wage rates for all productions covered under the Videotape Agreement to which the Videotape Agreement minimum contract wage rates apply, as follows:

- a. By seven percent (7%) effective [*insert date that is September 29, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*];
- b. By an additional four percent (4%) effective [*insert date that is September 28, 2025 or the first Sunday that is one year following the business day that the AMPTP receives notification of ratification, whichever is later*]; and
- c. By an additional three and one-half percent (3.5%) effective [*insert date that is October 4, 2026 or the first Sunday that is two years following the business day that the AMPTP receives notification of ratification, whichever is later*].

3. **Pension and Health and Residuals**

a. **Incorporate Increased Contributions to Health Plan and Pension and Health Improvements as Provided in the 2024 Basic Agreement**

i. *See Item 16 below re: Artificial Intelligence, which modifies Article 34 (Pension, Welfare and Miscellaneous) of the Videotape Agreement to reflect increased hourly contributions to the Health Plan and Pension and Health Improvements.*

ii. *Update the references to the “2021 Basic Agreement” as provided in Item 3.a.i above and as follows:*

(1) First “Whereas Clause” on page 5 of the Videotape Agreement:

“WHEREAS, the Producer and the IATSE have heretofore mutually executed agreements entitled the ‘Producer-I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement of 2024-2021,’ effective August 1, 2024 2021, and a Memorandum of Agreement for the Producer-I.A.T.S.E. and M.P.T.A.A.C. Videotape Electronics Supplemental Basic Agreement of 2024 2021; and”

(2) *Article 1(f)(1) of the Videotape Agreement:*

“(1) Wage scales shall be as set forth in the Basic Agreement and in the 2024 2021 West Coast Studio Local Agreements;

“(2) Working conditions shall be as set forth in this Agreement, except that the ‘Call backs’ and ‘Night Premiums’ provisions of the 2024 2021 West Coast Studio Local Agreements shall apply to employees (other than “on call” employees) employed on one-half hour single camera prime time dramatic television motion pictures recorded digitally;”

(3) *First paragraph of Article 4 of the Videotape Agreement:*

**4. RECOGNITION**

“The Producer recognizes the IATSE as the exclusive collective bargaining representative of all classifications of employees covered by this Agreement, employed by Employer members of the single multi-employer bargaining unit who are parties to this Agreement. The IATSE makes this Agreement on behalf of such employees, the majority of whom the IATSE warrants are members of the IATSE in good standing. The

employees covered hereunder are part of the collective bargaining unit established by the ‘Producer - I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement of 2024 2021.’’’

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

*Add a new Article to the Videotape Agreement to provide as follows:*

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

“For purposes of this Article [ ], ‘High Budget SVOD Programs’ are defined as original and derivative scripted dramatic new media productions of the type traditionally covered by the Videotape Agreement<sup>[1]</sup> made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following ‘high budget’ criteria:

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

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

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

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

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

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<sup>[1]</sup> Applies to digitally recorded High Budget SVOD Programs (as described herein) of the type which, if produced for television, would be considered “non-prime time,” such as *Saved by the Bell*.

“(i) any new season of a live action High Budget SVOD series for which principal photography of the first episode of the season commences on or after [September 29, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later];

“(ii) any live action High Budget SVOD mini-series for which principal photography of the first part of such mini-series commences on or after [September 29, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later]; and

“(iii) one-time live action High Budget SVOD programs which commence principal photography on or after [September 29, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later].

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

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

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

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

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

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

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

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

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

“(5) ‘Performance-Metric’ Bonus Contribution

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

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

“(i) Definition of ‘Performance Metric’<sup>[1]</sup>

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

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

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

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

“(ii) Definition of ‘Domestic Views’

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

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

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

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

“(iii) Subsequent Year Eligibility

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

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

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

“(v) Example: Program XYZ is a High Budget SVOD series with ten (10) episodes in its second season that are each 35 minutes in length. Principal photography for the second season commenced on or after [September 29, 2024 or the first Sunday following the business day that the AMPPT receives notification of ratification, whichever is later]. At all relevant

times, the SVOD Service has fifty million (50,000,000) domestic subscribers. Collectively, all episodes of the second season of Program XYZ had seventy million (70,000,000) hours streamed domestically in the first ninety (90) days after the episodes were made available on the SVOD Service.

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

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

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

$$\text{“=} [70M \text{ hours} \div 5.8 \text{ hours}] \div 50M \text{ domestic subscribers}$$

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

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

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

subscribers, the hours streamed domestically, the running time or the ‘performance metric’ of the High Budget SVOD Program.

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

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

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

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

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

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

view as provided in the following provisions of the Basic Agreement (subject to conforming changes as necessary):

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

“(7) General

“It is understood that the tests for triggering residual payments under this Article ( ) shall be no broader than the tests applicable under the corresponding Article of the Basic Agreement, and shall specifically include the understandings set forth in Article ( )(a)(8) of the Basic Agreement, with appropriate modifications to substitute references to the Videotape Agreement in place of references to the Basic Agreement.

“(b) Reuse of Other High Budget SVOD Programs

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

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

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

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

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

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

"(4) General

"It is understood that the tests for triggering residual payments under this Article ( ) (b) shall be no broader than the tests applicable under the corresponding Article of the Basic Agreement, and shall specifically include the understandings set forth in Article ( ) (b)(5) of the Basic Agreement, with appropriate modifications to substitute references to the Videotape Agreement in place of references to the Basic Agreement."

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

c. **High Budget SVOD Episode Length**

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

"For purposes of determining minimum wages and other terms and conditions for High Budget SVOD, High Budget AVOD and High Budget Fast Channel series, the parties agree that an episode may exceed the 'program length' which applies to a typical episode of the series by up to three (3) minutes without becoming subject to the terms and conditions applicable to the next highest program length.

(For example, if a typical episode of a High Budget SVOD series is between 20 and 35 minutes, a given episode of a series which is 38 minutes in length will still be subject to the compensation and terms and conditions applicable to a program between 20 and 35 minutes in length.) The parties further confirm that this applies to High Budget SVOD Programs produced under the Sideletter re Productions Made for New Media in the 2015, 2018 and 2021 Basic Agreements. This footnote shall not apply to individuals employed under the Local 892 (Costume Designers) Agreement on a High Budget SVOD, High Budget AVOD or High Budget Fast Channel series for which the typical episode is between 20 and 35 minutes in length.”

#### 4. **Rest Period Penalty**

Modify the Videotape Agreement so that, effective for motion pictures, parts of a mini-series or episodes of a series which commence principal photography on or after [insert date that is the first Sunday that is 90 days after September 29, 2024 or the business day on which the AMPTP receives notice of ratification, whichever is later], all invasions of the daily or weekend rest period for which the penalty is “additional straight time for all such invaded time” shall be replaced with a penalty of “additional double time for all such invaded time.” When this penalty is applicable, if the rest period is invaded by one-half hour or less, the penalty shall be payment of one-half hour of additional double time; if the rest period is invaded by more than one-half hour, the penalty shall be computed in one-tenth hour increments (e.g., a thirteen (13) minute invasion would result in payment of additional double time for one-half hour, and a thirty-six (36) minute invasion would result in payment of additional double time for six-tenths of an hour).

#### 5. **Courtesy Housing**

*Modify Article 23(a)(5) of the Videotape Agreement as follows:*

“Courtesy Housing or Transportation - Upon request of an employee who When an employee is required to work in excess of fourteen (14) hours in the studio zone and who advises the Producer that he or she is too tired to drive home safely, Producer shall provide offer the employee either courtesy housing or round trip transportation, at the Producer’s election. Round trip transportation shall be from the designated crew parking area to home and return at the Producer’s expense. Producer shall inform employees of the availability of courtesy housing or round trip transportation. Employees shall not be required to secure their own courtesy housing or round trip transportation. Producer must supply and arrange for sufficient courtesy housing/round trip transportation to accommodate all employees who may request the same. In this circumstance, an employee who chooses to obtain transportation through a ride share service such as Uber or Lyft shall be reimbursed upon submission of a receipt.

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

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

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

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

*Make conforming changes to Article 23(c) of the Videotape Agreement as follows:*

"(c) Courtesy Housing and Transportation within New York Thirty Mile Zone and Production Centers

"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 or in a "Production Center" (as defined below) and who advises the Producer that he or she is too tired to drive home safely, Producer shall provide offer the employee either courtesy housing or round trip transportation, at the Producer's election. Round trip transportation shall be from the designated crew parking area to home and return at the Producer's expense.<sup>6</sup> Producer shall inform employees of the availability of courtesy housing or round trip transportation. Employees shall not be required to secure their own courtesy housing or round trip transportation. Producer must supply and arrange for sufficient courtesy housing/round trip transportation to accommodate all employees who may request the same. In this circumstance, an employee who chooses to obtain transportation through a ride share service such as Uber or Lyft shall be reimbursed upon submission of a receipt."

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

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<sup>6</sup> Round trip transportation may include public transportation if reasonable under the circumstances.

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

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

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

"A "Production Center" means the area within a thirty (30) mile radius of City Hall in: Anchorage, Alaska; Phoenix, Arizona; Tucson, Arizona; Sacramento, California; San Diego, California; Denver, Colorado; Fort Lauderdale, Florida; Miami, Florida; Orlando, Florida; Atlanta, Georgia; Honolulu, Hawaii; New Orleans, Louisiana; Shreveport, Louisiana; Baltimore, Maryland; Boston, Massachusetts; Detroit, Michigan; Minneapolis-St. Paul, Minnesota; St. Louis, Missouri; Las Vegas, Nevada; Albuquerque, New Mexico; Santa Fe, New Mexico; Charlotte, North Carolina; Wilmington, North Carolina; Cleveland, Ohio; Portland, Oregon; Pittsburgh, Pennsylvania; San Juan, Puerto Rico; Nashville, Tennessee; Austin, Texas; Dallas-Ft. Worth, Texas; Houston, Texas; San Antonio, Texas; Salt Lake City, Utah; Richmond, Virginia; Washington, D.C.; Seattle, Washington; and any other place where a television pilot or series is based."

*Make conforming changes to Article 23(b)(2)(iii) of the Videotape Agreement as follows:*

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

same. In this circumstance, an employee who chooses to obtain transportation through a ride share service such as Uber or Lyft shall be reimbursed upon submission of a receipt.

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

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

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

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

6. **Juneteenth**

- a. Effective January 1, 2025, Juneteenth shall be added as a holiday in the Videotape Agreement. Increase the unworked holiday percentage (when applicable) from 4% to 4.583% commencing with the period January 1, 2025 to and including December 31, 2025 and continuing in the period January 1, 2026 to and including December 31, 2026 and in the period January 1, 2027 to and including December 31, 2027.
- b. Modify Article 31(e)(4) of the Videotape Agreement as follows:

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

7. **Triple Time**

*Modify Article 26(a) of the Videotape Agreement as follows:*

**“26. GOLDEN HOUR PROVISIONS**

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

“(i) For Daily Employees on the first five (5) consecutive days: Two (2) times the Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours and, effective for programs, new mini-series and seasons of series commencing principal photography on or after [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], three (3) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“(ii) For Daily Employees on the sixth or seventh days: Three (3) times the Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours and, effective for programs, new mini-series and seasons of series commencing principal photography on or after [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], four and one-half (4.5) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“(iii) For Weekly Employees during their regular workweek: Two (2) times the Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours and, effective for programs, new mini-series and seasons of series commencing principal photography on or after [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], three (3) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“(iv) For Weekly Employees on a sixth or seventh consecutive day outside their regular workweek: Three (3) times the Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours and, effective for programs, new mini-series and seasons of series commencing principal photography on or after [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], four and one-half (4.5) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“(v) For Daily or Weekly Employees on holidays: Four (4) times the Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours and, effective for programs, new mini-series and seasons of series commencing principal photography on or after [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], six (6) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“(2) In a shift of work all of which occurs solely on the premises in a studio or as provided in Article 23(d), all time worked in excess of twelve (12) consecutive hours (including meal periods) from the time of reporting for work shall be Golden Hours and shall be paid for at the following rates:

“(i) For Daily Employees on the first five (5) consecutive days: Two (2) times the Regular Basic Hourly Rate for all hours worked in excess of twelve (12) consecutive hours and, effective for programs, new mini-series and seasons of series commencing principal photography on or after [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], three (3) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“(ii) For Daily Employees on the sixth or seventh days: Three (3) times the Regular Basic Hourly Rate for all hours worked in excess of twelve (12) consecutive hours and, effective for programs, new mini-series and seasons of series commencing principal photography on or after [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], four and one-half (4.5) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“(iii) For Weekly Employees during their regular workweek: Two (2) times the Regular Basic Hourly Rate for all hours worked in excess of twelve (12) consecutive hours and, effective for programs, new mini-series and seasons of series commencing principal photography on or after [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], three (3) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“(iv) For Weekly Employees on a sixth or seventh consecutive day outside their regular workweek: Three (3) times the Regular Basic Hourly Rate for all hours worked in excess of twelve (12) consecutive hours and, effective for programs, new mini-series and seasons of series commencing principal photography on or after [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], four and one-half (4.5) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“(v) For Daily or Weekly Employees on holidays: Four (4) times the Regular Basic Hourly Rate for all hours worked in excess of twelve (12) consecutive hours and, effective for programs, new mini-series and seasons of series commencing principal photography on or after [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], six (6) times the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours.

“(3) For “on production” employees only who are employed on television productions and whose shift of work occurs solely on the premises in a studio, or at a studio zone (or secondary studio zone) location, or at a nearby location, or at a combination of a studio and a studio zone (or secondary studio zone) and/or nearby location, Golden Hours as provided in subparagraphs (1) and (2) above and in Article 23(d) shall be based on hours worked, rather than elapsed. For example, if such an employee works solely at a studio, all time worked in excess of twelve (12) work hours shall be Golden Hours and shall be paid for in accordance with subparagraph (2) above.

## 8. **Climate Control**

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

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

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

**9. Distant Location Travel Time**

*Modify Article 29(a) of the Videotape Agreement as follows:*

“(a) For any day of the week (including holidays) on which an employee travels only, the employee shall receive an allowance of four (4) hours of pay at straight time, or pay for time actually travelled, whichever is greater, but in no event more than eight (8) hours of pay at straight time. Effective [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], Producer shall make pension and health contributions based on the employee’s actual travel time on such days, with a minimum of four (4) hours and a maximum of eight (8) hours.”

**10. Vacations**

*Create a new footnote in Article 32(e)(1) in the Videotape Agreement as follows:*

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

**11. Severance Pay**

a. *Modify Article 33(a) of the Videotape Agreement as follows:*

“(a) Employees employed by Producer shall receive the severance pay set forth below if they have worked the necessary qualified years for the Producer as follows:

Number of Consecutive Qualified Years Employee Already Has on the Date of Severance	Not Offered Employment Within Following Number of Elapsed Days After Severance Occurs	Maximum Number of Weeks of Severance Pay
1-2	90	1
3-4	90	2
5-8	90	3
9	90	4
10	270*	5
11-12	270*	6
13-14	270*	7

*(continued)*

(continued)

Number of Consecutive Qualified Years Employee Already Has on the Date of Severance	Not Offered Employment Within Following Number of Elapsed Days After Severance Occurs	Maximum Number of Weeks of Severance Pay
15	270*	8
16	270*	9
17	270*	10
18	270*	11
19	270*	12
20	270*	13

“\* If the employee is not offered comparable employment within ninety (90) days elapsed time after severance occurs, two (2) weeks of accrued severance pay shall be payable. If the employee he is not offered comparable employment within two hundred seventy (270) elapsed days time after severance occurs, the unpaid balance of the total accrued severance pay shall be payable.

“An employee with twelve (12) or more qualified years, whose employment is severed on or after [insert date that is September 29, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], shall receive an additional twenty-five percent (25%) of the applicable severance pay set forth above.”

- b. Add a footnote to the definition of a “qualified year” in Article 33(c) of the Videotape Agreement as follows.

“Effective [insert date that is September 29, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], the definition of a ‘qualified year,’ for purposes of Article 33(c), shall be applied in the following manner with respect to calendar year 2023: As to calendar year 2023 only, an employee shall be deemed to have a ‘qualified year’ if the employee has worked at least 94 days.”

c. *The following modification applies to Article 33(c) of the Videotape Agreement:*

Modify the definition of a ‘qualified year’ so that an employee whose employment is severed on or after [insert date that is September 29, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] is required to have 170 work days within a 365 consecutive day period (rather than 200 work days) in order to have a qualified year. The foregoing shall apply prospectively only (*i.e.*, it does not apply to qualified years for which the work days occurred prior to the effective date of this provision), except that when a 365 consecutive day lookback period includes days that fall both within the term of the 2021 Agreement and within the term of the 2024 Agreement, the employee will be awarded a qualifying year if the employee worked 170 days within that 365 consecutive day lookback period.

## 12. **Paid Sick Leave**

a. Expanded Paid Sick Leave

*Modify Article 46 of the Videotape Agreement as follows:*

### **“46. PAID SICK LEAVE”**

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

“(b) To be eligible to accrue paid sick leave, the employee must have worked for the Producer for at least thirty (30) days within a one (1) year period, such year to be measured, as designated by the Producer, as either a calendar year or starting from the employee's anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible employee has been employed by the Producer for ninety (90) days (forty-five (45) days, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]) (based on days worked or guaranteed), such period to be measured, as designated by the Producer, as either a calendar year or starting from the employee's anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Producer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days (no more than forty (40) hours or five (5) days, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]) during each year of employment as defined by the Employer in advance. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that cannot be waived in a collective bargaining agreement, any sick leave paid pursuant to the law shall count towards satisfying the Producer's obligations to provide paid sick leave under this Article.

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

“(d) Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the employee or the employee's "family member."<sup>11</sup> Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

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<sup>11</sup> "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*

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

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

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

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

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*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.

b. Housekeeping – Update Sick Leave Waivers

*Modify Article 47 of the Videotape Agreement as follows:*

**“47. WAIVER OF NEW YORK CITY SAFE AND EARNED SICK TIME ACT AND SIMILAR LAWS**

“The IATSE expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York City Earned Safe and Sick Time Act of 2013 (N.Y.C. Admin. Code, Section 20-911 *et seq.*); the New York State Paid Sick Leave Law of 2020 (New York Labor Law Section 196-B); ~~the Illinois Paid Leave for All Workers Act (P.A. 102-1143)~~; the Chicago Paid Sick Leave Ordinance (Section 6-105-045 of the Municipal Code of Chicago); ~~the Chicago Paid Leave and Paid Sick and Safe Leave Ordinance (Chapter 6-130 of the Municipal Code of Chicago)~~; the Cook County ~~Earned Paid~~ Sick Leave Ordinance (Chapter 42, Article I, Section 42-1 *et seq.* of the Cook County Code); the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section 12W); the Public Health Emergency Leave Ordinance (San Francisco Police Code Article 33P); the Paid Sick Leave Ordinance of Berkeley, California (Chapter 13.100 of the Berkeley Municipal Code); all requirements pertaining to “paid sick leave” in Chapter 37 of Title 5 of the Municipal Code of Emeryville, California, (including, but not limited to, Chapter 37.01.(e), 37.03, 37.07(a)(1)(ii)(B), and 37.07(f)); ~~the City of Los Angeles Emergency Order regarding Supplemental Paid Leave Due to COVID-19 (amended June 24, 2021); the Los Angeles County COVID-19 Worker Protection Ordinance (Title 8, Chapter 8.200 of the Los Angeles County Code); Los Angeles County Employee Paid Leave for Expanded Vaccine Access Ordinance (Title 8, Chapter 8.205 of the Los Angeles County Code); the Long Beach COVID-19 Paid Supplemental Sick Leave Ordinance (Chapter 8.110 of the Long Beach Municipal Code); the Oakland Paid Sick Leave Law (Section 5.92.030 of the Oakland Municipal and Planning Codes); the West Hollywood Sick Pay Ordinance (Section 5.130.030 of the West Hollywood Municipal Code); the Santa Monica Paid Sick Leave Ordinance (Chapter 4.62.025 of the Santa Monica Municipal Code); the Tacoma Paid Sick Leave Ordinance (Title 18, Chapter 18.10 of the Tacoma Municipal Code); the Arizona Earned Paid Sick Time Law (A.R.S. section 23-371 *et seq.*); the New Jersey Paid Sick Leave Act (N.J.S.A. 34:11D-1 *et seq.*); the Bloomfield Sick Leave for Private Employees Ordinance (Chapter 463 of the Code of the Township of Bloomfield, New Jersey); the East Orange Paid Sick Leave Ordinance (Chapter 140 of the Code of the City of East Orange, New Jersey ); the Jersey City Paid Sick Time Law (Chapter 4 of the Code of the City of Jersey City, New Jersey); the New Brunswick Paid Sick Time and Paid Safe Time Leave Ordinance (Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey); the Plainfield Sick Leave for Private Employees and City Employees Ordinance (Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey); the Irvington Paid Sick Time Ordinance (Chapter 277, Article I of the~~

Code of the Township of Irvington, New Jersey); the Montclair Paid Sick Leave Ordinance (Chapter 132, Article I of the Code of the Township of Montclair, New Jersey); the Morristown Paid Sick Leave Ordinance (Article XV, § 2-89, *et seq.* of the Code of the Town of Morristown, New Jersey); the Newark Sick Leave for Private Employees Ordinance (Chapter 16:18 of the Code of the City of Newark, New Jersey); the Passaic Paid Sick Leave for Private Employees Ordinance (Chapter 128, Article I of the Code of the City of Passaic, New Jersey); the Paterson Sick Leave for Private Employees Ordinance (Chapter 412 of the Paterson, New Jersey Code); the Trenton Paid Sick Leave Ordinance (Chapter 230 of the Code of the City of Trenton, New Jersey); the District of Columbia Accrued Safe and Sick Leave Act (Section 32-531 of the Code of the District of Columbia) (but only to the extent that an employee working within the District of Columbia is granted at least three (3) days of paid sick leave per calendar year pursuant to the provisions of Article 46 above) and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the IATSE and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.”

### 13. **Bereavement Leave**

*Add the following as a new Article to the Videotape Agreement effective September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later.*

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

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

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

14. **Diversity, Equity and Inclusion**

*Modify Article 9 of the Videotape Agreement as follows:*

**“46. NON-DISCRIMINATION”**

~~“The parties agree to continue to comply with all applicable federal and state laws relating to non-discriminatory employment practices. reaffirm their commitment to a policy of non-discrimination in connection with the engagement of employees under this Agreement on the basis of race, color, religion, sex (including pregnancy), gender, gender identity, gender expression, veteran status, medical condition (including genetic characteristics), sexual orientation, age, national origin, disability as defined in the Americans with Disabilities Act, marital status, Union membership or any other basis prohibited by applicable law.~~

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

15. **Grievance Procedure**

- a. Modify the regular arbitration panel as follows:

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

- b. Modify the expedited arbitration panel as follows:

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

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

- d. Increase the limit for claimed damages under the expedited arbitration procedure from \$15,000 to \$25,000.
- e. In the event of an unreasonable delay in the grievance and arbitration procedure, the Union may contact the President of the AMPTP, who will endeavor to expedite a resolution of the matter.

16. **Artificial Intelligence, Effective Dates of Pension and Health Contribution Rate Increases and Effective Dates of CSATF Contribution Rate Increases**

*Incorporate by reference in the first paragraph of Article 34 of the Videotape Agreement the new Article in the Basic Agreement entitled "Artificial Intelligence," and revise to reflect the effective dates of increases in contribution rates to the Health Plan and to CSATF as follows:*

**"34. PENSION, WELFARE AND MISCELLANEOUS**

"The provisions of Article VI ('Insignia of IATSE'), VIII ('Foremen and Supervisory Employees'), XII ('Health Plan'), XIII ('Pension Plan'), XIII A ('Motion Picture Industry Individual Account Plan'), XIV ('Motion Picture Industry Health Plan - Retired Employees Fund'), XV ('Producer Retirement Plans'), XVI ('Report of Locations and Production Schedules'), XX ('Policy, Applicability of Agreement and Subcontracting'), and XXV ('Contract Services Administration Trust Fund') and [XLIX] ("Artificial Intelligence"), as contained in the 'Producer - I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement of 2024 2024 shall be deemed incorporated herein with the same force and effect as if fully set forth herein for the period October 1, 2024 October 1, 2024 through September 30, 2027 2024, except that: (a) the first increase in the contribution rates to the Health Plan shall be effective on [insert date that is September 29, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later;] (in lieu of August 4, 2024); the second increase shall be effective on [insert date that is September 28, 2025 or the first Sunday that is one year after the date on which the AMPTP receives notice of ratification, whichever is later] (in lieu of August 3, 2025); and the third increase shall be effective on [insert date that is October 4, 2026 or the first Sunday that is two years after the date on which the AMPTP receives notice of ratification, whichever is later] (in lieu of August 2, 2026); and (b) the first increase in the contribution rates to CSATF shall be effective on [insert date that is September 29, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later;] (in lieu of August 4, 2024); and the second increase in the contribution rate shall be effective on [insert date that is October 4, 2026 or the first Sunday that is two years after the date on which the AMPTP receives notice of ratification, whichever is later] (in lieu of August 2, 2026)-except that the increases in the contribution rates to the Health Plan shall be effective October 3, 2021 (in lieu of August 1, 2021), October 2, 2022 (in lieu of July 30, 2022) and October 1, 2023 (in lieu of July 30, 2023).

“In addition, Producer shall contribute to the IATSE Training Trust Fund (“IATTF”) on behalf of employees for whom contributions to CSATF are not otherwise due as provided above. The contribution rate to the IATTF shall be as provided in, and subject to the same conditions as set forth in, the then-current Theatrical and Television Motion Picture Area Standards Agreement (‘ASA’), which rate is fifteen cents (\$0.15) per hour during the term of this Agreement for each hour worked by such employee up to a maximum of twelve (12) hours per day.

“(a) Pay Television, Videodisc/Videocassette Markets

“If and when a program which has been produced primarily for the pay television and/or the videodisc/videocassette markets is subsequently broadcast on free television, the Producer will pay to the Motion Picture Industry Pension Plan four and five-tenths percent (4.5%) of the ‘Producer’s gross,’ as that term is defined in Article XXVIII(b)(1)(ii) of the ‘Producer - I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement of 2024 2021.’”

*Make conforming changes.*

17. **Productions Made for New Media**

Incorporate the terms and conditions of the “Sideletter re: Productions Made for New Media” of the Videotape Agreement as a new Article in the Videotape Agreement, and renew the sunset clause therein, with the following modifications:

- a. Incorporate those modifications set forth in the charts attached as Exhibit “B” hereto, with respect to dramatic productions of the type traditionally covered by the Videotape Agreement.
- b. Apply the wage rates, terms and conditions for a non-dramatic program made for free television under the Videotape Agreement to all non-dramatic programs made for SVOD, AVOD or FAST Channels that are 20 minutes or more in length that commence principal photography on or after *[insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]* (or, in the case of a season of a series, the first episode of which commences principal photography on or after such date).
- c. Add a provision to the Videotape Agreement for Low Budget SVOD Programs commencing principal photography on or after *[insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]* (or, in the case of a season of a series, the first episode of which commences principal photography on or after such date) that corresponds to the same provision under the Basic Agreement (modified to apply to dramatic productions of the type traditionally covered by the Videotape Agreement) and modify the provision for Mid-Budget SVOD

Programs commencing principal photography on or after [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] (or, in the case of a season of a series, the first episode of which commences principal photography on or after such date) in the Videotape Agreement to match the same provision under the Basic Agreement (for dramatic productions of the type traditionally covered by the Videotape Agreement).

- d. Add a new subparagraph H. (and renumber the remaining subparagraphs accordingly) regarding High Budget, Mid Budget and Low Budget AVOD or FAST Channel Programs to the new Article in the Videotape Agreement that contains the terms and conditions of the “Sideletter re: Productions Made for New Media” of the Videotape Agreement as follows:

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

“(1) **Prospective Application**

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

“(a) any new season of a High Budget, Mid Budget or Low Budget AVOD or FAST Channel series for which principal photography of the first episode of the season commences on or after [September 29, 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 [September 29, 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 [September 29, 2024 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later].

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

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

“(a) Original and derivative scripted dramatic new media productions of the type traditionally covered by the Videotape Agreement<sup>[1]</sup> which meet the following ‘high budget’ criteria (hereinafter ‘High Budget AVOD or FAST Channel Programs’):

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

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

“(b) Original, live action dramatic new media productions of the type traditionally covered by the Videotape Agreement<sup>[1]</sup> which meet the following ‘mid budget’ criteria (hereinafter “Mid Budget AVOD or Fast Channel Programs”):

<b>“Length of Program as Initially Exhibited*</b>	<b>“Mid-Budget” Threshold</b>
20-35 Minutes	\$900,000 or more but less than \$1,300,000
36-65 Minutes	\$1,750,000 or more but less than \$2,500,000
66 Minutes or more	\$2,100,000 or more but less than \$3,000,000

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<sup>[1]</sup> Applies to digitally recorded High Budget AVOD or FAST Channel Programs (as described herein) of the type which, if produced for television, would be considered “non-prime time,” such as *Saved by the Bell*.

<sup>[1]</sup> Applies to digitally recorded Mid-Budget AVOD or FAST Channel Programs (as described herein) of the type which, if produced for television, would be considered “non-prime time,” such as *Saved by the Bell*.

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

“(c) Covered original, live action dramatic new media productions (other than an “Experimental New Media Production”) of the type traditionally covered by the Videotape Agreement<sup>[1]</sup> which meet the following criteria (hereinafter “Low Budget AVOD or FAST Channel Programs”):

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

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

“(3) **Terms and Conditions**

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

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

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

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

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<sup>[1]</sup> Applies to digitally recorded Low Budget AVOD or FAST Channel Programs (as described herein) of the type which, if produced for television, would be considered “non-prime time,” such as *Saved by the Bell*.

**(c) Low Budget AVOD or FAST Channel Programs**

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

Except as modified in this Memorandum of Agreement, terms and conditions in the “Sideletter re: Productions Made for New Media” of the Videotape Agreement in the 2021 Agreement shall otherwise remain unchanged.

**18. One-Half Hour Prime Time Dramatic Television Motion Pictures**

- a. The parties agree that new one-half hour single camera prime time dramatic television motion pictures or series, for which the principal photography of the motion picture or the first episode of the series (other than a pilot) commences on or after [*insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*], and new seasons of existing one-half hour single camera prime time dramatic series, for which the principal photography of the first episode of the new season commences on or after [*insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*], shall be covered by the 2024 Basic Agreement, including the terms and conditions of the Sideletter re: “Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series (Other than Pilots or Series Made for Basic Cable)” as incorporated in the 2024 Basic Agreement and in the West Coast Studio Local Agreements, rather than the 2024 Videotape Agreement. “Existing series” are series that were in production prior to [*insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*]. Parties to make conforming changes to the Videotape Agreement as set forth below.

- b. *Modify the fourth “whereas” clause of the Videotape Agreement as follows:*

“WHEREAS, the Producer and the IATSE are desirous of supplementing the Basic Agreement as between the parties hereto to the extent of establishing wage scales and working conditions whereby the Producers may utilize electronic video recording processes for the purpose of producing motion pictures other than motion pictures intended primarily for theatrical release and, in particular, to set forth with specificity the terms and conditions of employment for employees engaged in making digital recordings of non-dramatic television motion pictures or series, non-prime time dramatic television motion pictures or series and one-half hour prime time dramatic television motion pictures or series (but excluding new one-half hour single camera prime time dramatic television motion pictures)

or series recorded digitally, for which the principal photography of the motion picture or the first episode of the series (other than the pilot) commences on or after [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]) and excluding new seasons of existing one-half hour single camera prime time dramatic series, for which the principal photography of the first episode of the new season commences on or after [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later].”

- c. *Modify subparagraph (f) of Article 1 of the Videotape Agreement as follows:*

“(f) For employees engaged in making digital electronic recordings of one-half hour prime time dramatic television motion pictures or series (excluding new one-half hour single camera prime time dramatic television motion pictures recorded digitally, for which the principal photography of the motion picture or the first episode of the series (other than the pilot) commences on or after [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]) and excluding new seasons of existing one-half hour single camera prime time dramatic series, for which the principal photography of the first episode of the new season commences on or after [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]:

“(1) Wage scales shall be as set forth in the 2021-2024 West Coast Studio Local Agreements;

“(2) Working conditions shall be as set forth in this Agreement, except that the “Rest Periods” and “Night Premiums” provisions of the 2021-2024 West Coast Studio Local Agreements shall apply to employees (other than ‘on call’ employees) employed on one-half hour single camera prime time dramatic television motion pictures or series recorded digitally, for which the principal photography of the motion picture or of the first episode of the series (other than the pilot) commences before [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]) and to employees employed on new seasons of existing one-half hour single camera prime time dramatic series, for which the principal photography of the first episode of the new season commences before [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later];

[\*\*\*]

~~“(4) The special conditions set forth in Sideletter No. 2 of this Agreement shall apply to employees employed on one half hour single camera prime time dramatic television series recorded digitally, the production of which commenced on or after October 1, 2006 [Modify subparagraph 1(f)(4) to conform to the terms specified in the charts attached as Exhibit “B” hereto]~~

*Make conforming changes, including by updating the application of references, such as in footnote 5 to Article 16 “Night Premiums” and footnote 7 to Article 28 “Rest Periods,” to specify which one-half hour single camera prime time dramatic television motion pictures recorded digitally remain covered under the 2024 Videotape Agreement.*

## 19. **Rates on Certain Reality Programs**

*Modify Article 15(b) of the Videotape Agreement as follows:*

### **“(b) Rates for Non-Dramatic Programs**

“(1) The following wage schedules shall apply to Employees engaged under the provisions of this Agreement on new non-dramatic programs (e.g., talk shows, reality shows, game shows, “Judge” shows, “Entertainment Tonight”-type shows, variety shows, award/red carpet shows, parade shows, reality shows utilizing a DIY/“how to” or “docu-follow” format and reality shows not covered by Article 15(b)(2) below, etc.) (“new” shows are shows which were not in production as of August 18, 2003) shall be paid not less than the following wages:

\*\*\*\*

“(2) The following wage schedules shall apply to employees engaged under the provisions of this Agreement on a reality show, other than one utilizing a DIY/“how to” or “docu-follow” format:

“This Article 15(b)(2) shall only apply to new series or programs, for which the principal photography of the first episode of the series (other than a pilot) commences on or after [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], and new seasons of existing series, for which the principal photography of the first episode of the new season commences on or after [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later].

*“[Insert wage rate tables, and corresponding footnotes, for daily employees and weekly employees, calculated by increasing the applicable wage rates in the current Article 15(b)(1) and (2) as follows:*

- *by an additional three percent (3%) prior to the general wage increase effective [insert date that is September 29, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]; and*
- *by an additional three percent (3%) prior to the general wage increase effective [insert date that is September 28, 2025, or the first Sunday that is one year following the business day on which the AMPTP receives notice of ratification, whichever is later].*
- *To match the wage rates in Article 15(a)(1) and (2) effective [insert date that is October 4, 2026, or the first Sunday that is two years following the business day on which the AMPTP receives notice of ratification, whichever is later].”*

*Make conforming changes to the remainder of Article 15(b), including by renumbering the existing Articles 15(b)(1) and 15(b)(2).*

20. **Videotape Agreement Sideletters**

- a. Incorporate the terms and conditions of the Sideletter re: “Special Conditions For New One-Half Hour Single Camera Dramatic Television Series and Non-Dramatic Series of Any Length, the Production of Which Commences On or After October 1, 2006” with the modifications set forth in the charts attached as Exhibit “B” hereto, in the body of the Videotape Agreement. Except as modified in this Memorandum of Agreement, terms and conditions in the Sideletter re: “Special Conditions For New One-Half Hour Single Camera Dramatic Television Series and Non-Dramatic Series of Any Length, the Production of Which Commences On or After October 1, 2006” of the Videotape Agreement in the 2021 Agreement shall otherwise remain unchanged.
- b. Incorporate the terms and conditions of the Sideletter re: “Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series, the Production of Which Commences On or After October 1, 1993,” with the modifications set forth in the charts attached as Exhibit “B” hereto, in the body of the Videotape Agreement. Except as modified in this Memorandum of Agreement, terms and conditions in the Sideletter re: “Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series, the Production of Which Commences On or After October 1, 1993” of the Videotape Agreement in the 2021 Agreement shall otherwise remain unchanged.

- c. Incorporate the terms and conditions of the Sideletter re: "Productions Made for Basic Cable," with the modifications set forth in the charts attached as Exhibit "B" hereto, in the body of the Videotape Agreement. Except as modified in this Memorandum of Agreement, terms and conditions in the Sideletter re: "Productions Made for Basic Cable" of the Videotape Agreement in the 2021 Agreement shall otherwise remain unchanged.

21. **Camera Operators Executing Tracking Shots on Non-Dramatic Programs**

*Add a new subparagraph (k) to Article 38 of the Videotape Agreement as follows:*

"(k) If a Camera Operator employed on a non-dramatic program is required to execute a tracking shot while supporting a weighted load (e.g., walking while utilizing a Steadicam or similar unsupported camera platform), Producer will take steps to ensure that the Camera Operator can move safely, including, if necessary, utilizing a spotter."

22. **Staffing and Assignment**

*Modify Article 38(c)(2) so that the Director of Photography may choose to operate the camera on non-studio pickups/reality-type shooting utilizing just one (1) camera for non-dramatic shows, as follows:*

"Except as provided in subparagraph (2) below, for each camera in operation, one camera operator, when required to operate such camera, shall be assigned and, while so assigned to operate such camera, shall not be called upon to perform other duties.

"(2) Notwithstanding the foregoing:

"(a) When two or more cameras are used on a television motion picture and the Director of Photography makes a request to operate one of the cameras, he the Director of Photography may do so, provided that:

"(i) the Producer notifies the Local Union and the International Union of the request; and

"(ii) a Camera Operator is engaged to operate the other camera, and is employed on the same day as the Director of Photography is operating.

"(b) When one camera is used on a non-studio or reality pick up on a non-dramatic program produced under this Agreement, and the Director of Photography makes a request to operate the camera (such request shall not be a condition of employment), the Director of Photography may do so, provided that the Producer notifies the Local Union and the International Union of the request."

23. **Gender Neutral Language**

Modify the Videotape Agreement to use gender neutral language that is grammatically correct.

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

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

Carol A. Lombardini  
President

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

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

Matthew D. Loeb  
International President

**EXHIBIT “A”**  
**Companies Represented by the AMPTP**  
**in the 2024 IATSE Videotape Agreement Negotiations**

12:05 AM Productions, LLC	Camdrew Productions LLC
1440 Productions LLC	Capital Concerts, Inc.
20th Century Studios, Inc.	Carnival Row Productions, LLC
40 North Productions, LLC	Cast & Crew Production Services, LLC
4423 Productions LLC	CBB Productions
50/50 Studio Productions, LLC	CBS Studios Inc.
A Little Bit Fuzzy Productions, LLC	ChubbCo FilmCo
ABC Signature, LLC	Columbia Pictures Industries, Inc.
ABC Studios New York, LLC	Corrado Mooncoin Holdings LLC
Abominable Pictures Inc.	Country Music Association, Inc.
Academy Lighting Consultants, Inc	CPT Holdings, Inc.
Academy of Motion Picture Arts and Sciences	Cranetown Media LLC
AE Ops, LLC	Crews Unlimited II Inc
Alameda Productions, LLC	Culture Crew Productions, Inc.
Alcon Entertainment, LLC	Cush Light LLC
Alive and Kicking, Inc.	DAE Light Media, LLC
Ambient Sounds Productions LLC	Delta Blues Productions LLC
American Costume Corp.	Digital 49 Productions, Inc.
AOH Special, Inc.	DreamWorks Animation Television Post-Production, LLC
Apple Studios LLC	DreamWorks Post-Production L.L.C.
Apple Studios Louisiana LLC	DW Dramatic Television L.L.C.
Artcraft Productions Inc.	DW SKG TV L.L.C.
Ascension Films Inc.	DW Studios Productions L.L.C.
Aspect Ratio, Inc.	Dyminium Productions, LLC
Atelier Eidos Inc. dba Bill Hargate Costumes	Electric Entertainment, Inc.
Atlantic Pictures, LLC	EPSG Management Services
Backlight Productions LLC	Extreme Reach Productions Payroll, Inc.
Base Light Productions LLC	Eye Productions Inc.
B-Cam Productions LLC	Film 49 Productions, Inc.
Big Indie Pictures, Inc.	Finnmax, LLC
Big Ticket Television Inc.	Focus Features Productions LLC
Black Label Media, LLC	Fox Alternative Entertainment, LLC
Bonanza Productions Inc.	Fox Studio Lot, LLC
Breakout Kings Productions LLC	Frank & Bob Films II, LLC
Brightstar TFCF Productions LLC	Frankie and Jude Productions, LLC
Bronson Avenue LLC	FRB Productions, Inc.
BTW Productions, Inc.	FTP Productions, LLC
Bumper Productions LLC	

Gemini 3 Productions, Inc.  
Goldcrest Features, Inc.  
Goodnight Industries, Inc. dba Goodnight and Company  
Grass Skirt Digital Productions, Inc.  
Green Set Inc.  
GWave Productions, LLC

Hop, Skip & Jump Productions, Inc.  
Horizon Scripted Television Inc.  
Hostage Productions, Inc.  
Hydronaut Productions, LLC

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

Jax Media, LLC  
Jay Squared Productions LLC  
JMX, LLC

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

Legendary Features Productions US, LLC  
Legendary Pictures Productions LLC  
Legendary Television Animation, LLC  
LGTV Productions, Inc.  
Lime Grove Productions, LLC  
Linear Productions LLC  
Lions Gate Productions, LLC  
Lucid Studios Inc.

Madison Productions, Inc.  
Main Gate Productions LLC  
Main Lot Productions LLC  
Marvel Film Productions LLC  
Marvel Picture Works LLC  
Media Services Processing, LLC  
Mesquite Productions, Inc.  
Metro-Goldwyn-Mayer Pictures Inc.

MGM Television Entertainment Inc.  
Milk Street Productions, LLC  
Minassian Productions Inc.  
Minim Louisiana Productions, LLC  
Minim Productions, Inc.  
Mountainair Films Inc.  
MRZ Sound Inc dba Martell Sound

Nametag Production Inc.  
Netflix Studios, LLC  
New Regency Productions. Inc.  
Next Step Productions LLC  
Nila 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.

Pace Pictures LLC  
Pacific 2.1 Entertainment Group, Inc.  
Palladin Productions LLC  
Paradise Productions, Inc.  
Parallax TV Productions LLC  
Paramount Overseas Productions, Inc.  
Paramount Pictures Corporation  
Paramount Worldwide Productions, Inc.  
Pat & Mike Productions, Inc.  
Patch Bay Productions LLC  
Picrow Streaming Inc.  
Pitch Black Development, LLC  
PP21 Productions LLC  
Produced Bayou, Inc.  
Production Partners, Inc.  
Program Productions, Inc.  
Proximity Productions LLC  
Purple Tally Productions, Inc.

Quest Productions, Inc.

R/H Factor, Inc.

Raquel Productions Inc.

Remote Broadcasting, Inc.

Renato Basile Entertainment, Inc.

River Road Entertainment Productions, LLC

Rocart Inc.

Ruff Draft Productions, LLC

Salt Spring Media, Inc.

Salty Pictures, Inc.

Scenic Express, Inc.

Screen Gems Productions, Inc.

Serendipity Productions, Inc.

Shovel Buddies, LLC

Singular Productions LLC

Skydance Pictures, LLC

Skydance Features, LLC

Skydance Animation, LLC

Skycrew Sports Productions, LLC

Smallville Studios Inc.

Sony Pictures Studios, Inc.

Sound One, Inc

South Circle Productions LLC

South Lake Audio Services, 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.

Studio Productions, Inc.

Studios Competition Productions, LLC

Take Note, Inc

The Dawgs Sound Design, Inc.

The Lippin Group Inc

Theatrical Resources, LLC

Topanga Productions, Inc.

Tough House Productions

TPS Production Services, LLC

Trackdown Productions, Inc.

Triple Horse Studios LLC

Triple Point Productions LLC

Turner Films, Inc.

TVM Productions, Inc.

Twentieth Century Fox Film Corporation  
dba 20th Television

Uncle Easy Productions LLC

Universal Animation Studios LLC

Universal City Studios LLC

Universal Content Productions LLC

Vertical Hold Productions LLC

Walden Media Productions LLC

Walk by Faith Film, LLC

Walt Disney Pictures

Warner Bros. Studio Operations

Warner Bros. Television

Waveform Productions LLC

wiip Productions, LLC

Woodridge Productions, Inc.

XOF Studios, LLC

YNFS Productions LLC

**EXHIBIT “B”**  
**2024 IATSE VIDEOTAPE AGREEMENT NEGOTIATIONS**

**SPECIAL CONDITIONS SIDELETTERS**

For motion pictures, new seasons of series and new mini-series for which principal photography commences on or after *[insert date that is September 29, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

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

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

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

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

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

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

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

DESCRIPTION		TERMS AND CONDITIONS
<b>VIDEOTAPE AGREEMENT SIDELETTER No. 2 – SINGLE CAMERA HALF-HOUR DRAMATIC PROGRAMS (OTHER THAN SINGLE CAMERA HALF-HOUR PRIME TIME DRAMATIC PROGRAMS) AND NON-DRAMATIC PROGRAMS OF ANY LENGTH</b>		
1.	Wage Rates	Season 1: 3% reduction Season 2: 3% reduction Seasons 3+: Videotape Agreement rates
2.	Overtime	<ul style="list-style-type: none"> <li>• 1.5x after 8 hours worked, except as otherwise provided in Videotape Agreement</li> <li>• 2x after 12 hours worked</li> <li>• 3x after 15 hours elapsed</li> </ul>
3.	Holidays	Season 1: no unworked holiday pay Season 2: 50% unworked holiday pay Seasons 3+: 100% unworked holiday pay
4.	Vacation	Season 1: no vacation pay Season 2: 50% vacation pay Seasons 3+: 100% vacation pay
5.	Transportation Allowance	No transportation allowance (\$0.30/mile) for transportation in Los Angeles County within 10-mile radius
6.	Interchange	Per Videotape Agreement
7.	Other terms and conditions	Per Videotape Agreement