#### MEMORANDUM OF AGREEMENT FOR THE SUPPLEMENTAL DIGITAL PRODUCTION AGREEMENT WITH MOTION PICTURE STUDIO MECHANICS, LOCAL 52, IATSE

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

This Agreement modifies the provisions of the 2018 Supplemental Digital Production Agreement with the Major Motion Picture Producers, as modified by the 2021 Memorandum of Agreement for the Supplemental Digital Production Agreement with the Major Motion Picture Producers (collectively hereinafter referred to as "the 2021 Local 52 SDPA"). All of the provisions of the 2021 Local 52 SDPA shall remain the same, except as changed herein.

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

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

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

#### 1. Term

The term of the 2024 Local 52 Supplemental Digital Production Agreement (the "2024 Local 52 SDPA) shall commence on October 1, 2024 and continue through September 30, 2027.

Make conforming changes as necessary, including as follows:

a. *Modify the introductory paragraph of the 2021 Local 52 SDPA as follows:* 

This Supplemental Digital Production Agreement (hereinafter "the Agreement") is made as of May 16, 2021 [insert date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] by and between Motion Picture Studio

Mechanics, Local 52 (hereafter "the Local Union" or "Local 52"), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter "AMPTP"), on behalf of those Producers listed in Exhibit "A" attached hereto, all of which constitute a multi-employer bargaining unit (hereinafter referred to individually as "the Producer" and collectively as "the Producers"), on the other hand. This Agreement shall be effective as of the first Sunday following the date that the AMPTP receives notice of ratification (i.e., June 12, 2022), except that when an effective date other than June 12, 2022 is specified, the provision shall be effective on the date specified. The terms and conditions of the 2018 Local 52 Supplemental Digital Production Agreement shall apply until June 12, 2022, except when an earlier date is specified in this Agreement. [insert date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], except to the extent that a contrary date is specified in this Agreement.

b. *Modify Article 11 of the 2021 Local 52 SDPA as follows:* 

#### "11. TERM OF AGREEMENT AND EFFECTIVE DATE

"The term of this Agreement shall be from May 16, 2021 October 1, 2024 to and including September 30, 20242027. The provisions of this Agreement shall be effective as of the first Sunday following the date that Local 52 gives notice of ratification to the AMPTP (i.e., June 12, 2022 [insert date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]), except to the extent that a contrary date is specified in this Agreement. except that when an effective date other than June 12, 2022 is specified, the provision shall be effective on the date specified. The terms and conditions of the 2018 Local 52 Supplemental Digital Production Agreement shall apply until June 12, 2022, expect when an earlier date is specified in this Agreement.

"On or before September 1, 20242027, the parties hereto shall meet to confer for the purpose of negotiating the terms of a new agreement to take effect on October 1, 20242027."

#### 2. General Wage Increases

Except as otherwise provided in this Agreement (including in Item 3 below), minimum wage rates in the 2021 Local 52 SDPA shall be increased as follows:

a. by seven percent (7%) effective [insert date that is September 29, 2024, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification] (the "Year 1 General Wage Increase");

- b. by an additional four percent (4%) effective [insert date that is September 28, 2025, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday that is one year following the business day on which the AMPTP receives notice of ratification] (the "Year 2 General Wage Increase"); and
- c. by an additional three and one-half percent (3.5%) effective [insert date that is October 4, 2026, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday that is two years following the business day on which the AMPTP receives notice of ratification] (the "Year 3 General Wage Increase").

These increases shall be compounded.

#### 3. Wage Rates on Certain Reality Programs

*Modify Article 12(a) of the 2021 Local 52 SDPA as follows:* 

#### "12. <u>WAGES</u>

- "(a) <u>Rates for Non-Dramatic Digital Television Motion Pictures, Other Than</u> Those Covered by Sideletter No. 3 to this Agreement
- "(1) Except as set forth in subparagraph (a)(2) below with respect to certain reality shows, the following wage schedules shall apply to employees employed under this Agreement in making digital recordings of non-dramatic television motion pictures, other than those covered by Sideletter No. 3 to this Agreement shall be paid not less than the following wage rates:

"(1)(i) For Daily Employees:

\* \* \*

"(2)(ii) For Weekly Employees:

\* \* \*

"(2) The following wage schedules shall apply to employees employed under this Agreement in making digital recordings of reality shows, other than those covered by Sideletter No. 3 to this Agreement; provided, however, that a reality show utilizing a DIY/"how to" or "docu-follow" format shall instead be subject to subparagraph (a)(1) above.

"This Article 12(a)(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 October 1, 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 October 1, 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 employed under this Article 12(a)(2), calculated by increasing the applicable wage rates in Article 12(a) of the 2021 Local 52 SDPA as follows:

- by an additional three percent (3%) prior to the Year 1 General Wage Increase effective [insert date that is September 29, 2024, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification]; and
- by an additional three percent (3%) prior to Year 2 General Wage Increase effective [insert date that is September 28, 2025, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday that is one year following the business day on which the AMPTP receives notice of ratification]; and
- to match the wage rates in Article 12(b) of the Local 52 SDPA effective [insert date that is October 4, 2026, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday that is two years following the business day on which the AMPTP receives notice of ratification];

provided, however, that in no event shall the applicable wage rates exceed those set forth in Article 12(b) of the 2024 Local 52 SDPA for the same time period.]

#### 4. **Special Conditions for Certain Motion Pictures**

a. For modifications to the wage rates, terms and conditions applicable under the 2024 Local 52 SDPA and/or the 2024 Local 52 Feature and Television Production Contract (the "Majors Agreement") (as applicable) (including the Sideletter re: "Special Conditions for One-Half Hour Pilots, One-Hour Pilots (Other Than One-Hour Prime Time Dramatic Pilots) and One-Hour Episodic Television Series (Other Than One-Hour Prime Time Dramatic Episodic Television Series)" of the 2024 Local 52 SDPA, the Sideletter re: "Special Conditions for (1) One-Half Hour Single Camera Dramatic Television Series, the Production of Which Commences On or After October 1, 2006; (2) One-Half Hour Single Camera Dramatic Pilots and Television Series Made for Basic Cable or The CW in Connecticut, Delaware or Pennsylvania, the Production of Which Commences On or After May 16, 2015; and (3) Non-Dramatic Series of Any Length, the

Production of Which Commences On or After October 1, 2006" of the 2024 Local 52 SDPA and the Sideletters re: "Productions Made for New Media" of the 2024 Local 52 Majors Agreement and the 2024 Local 52 SDPA) on the following types of motion pictures, see the charts attached as "Exhibit B" hereto:

- Employees working on the following motion pictures in New York and/or New Jersey under the Local 52 SDPA and/or Part A of the Local 52 Majors Agreement (as applicable):
  - 1. half-hour single camera prime time dramatic series;
  - 2. half-hour multi-camera prime time dramatic series;
  - 3. non-prime time single camera dramatic series;
  - 4. non-prime time one-hour dramatic series; and
  - 5. non-dramatic series of any length.
- ii. Employees working on the following motion pictures in Connecticut,
  Delaware and/or Pennsylvania under the Local 52 SDPA and/or Part B of
  the Local 52 Majors Agreement (as applicable):
  - 1. half-hour single camera prime time dramatic series;
  - 2. half-hour multi-camera prime time dramatic series;
  - 3. all programs and series (including mini-series) made for basic cable or The CW;
  - 4. non-prime time single camera dramatic series;
  - 5. non-prime time one-hour dramatic series; and
  - 6. non-dramatic series of any length

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

### b. <u>Modifications to Sideletter re: "Productions Made for New Media" in the</u> Local 52 Majors Agreement Incorporated by Reference

For clarity, the Sideletter re: "Productions Made for New Media" in the 2024 Local 52 SDPA will continue to incorporate by reference the Sideletter re: "Productions Made for New Media" of the Local 52 Majors Agreement, including:

i. the new Paragraph G re: High Budget AVOD and FAST Channel Programs (except that it shall apply to digital electronic recordings of entertainment motion pictures of the type traditionally covered under the Local 52 SDPA); and

ii. the new footnote concerning the episode length of High Budget SVOD, AVOD and Fast Channel series.

#### 5. **Benefits and Pension**

a. <u>Incorporate Contribution Rates and Benefit Improvements Under Motion</u>
Picture Industry Pension and Health Plan in Article 30 of the Local 52 SDPA

*Modify Article 30(a) of the 2021 Local 52 SDPA as follows:* 

## "30. PENSION, HEALTH AND INDIVIDUAL ACCOUNT PLAN CONTRIBUTIONS FOR EMPLOYEES EMPLOYED IN NEW YORK AND/OR NEW JERSEY

"The following shall apply with respect to pension, health and Individual Account Plan contributions for employees employed in New York and/or New Jersey.

"(a) The provisions of Section 12 ("Pension, Health and Individual Account Plans") as contained in the 20212024 Local 52 Feature and Television Production Contract shall be deemed incorporated herein, except that the hourly contribution rate to the Motion Picture Industry Health Plan under Section 12(a)(1)(ii)(A) for a Producer that qualifies as a "\$15 Million Contributor" shall increase by forty cents (\$0.40) per hour (to \$4.913 per hour) for each hour worked by or guaranteed an employee retroactive to October 3, 2021 (in lieu of August 1, 2021); by an additional forty cents (\$0.40) per hour (to \$5.313 per hour) for each hour worked by or guaranteed an employee effective October 2, 2022 (in lieu of July 31, 2022); and by an additional forty cents (\$0.40) per hour (to \$5.713 per hour) for each hour worked by or guaranteed an employee effective October 1, 2023 (in lieu of July 30, 2023)."

\* \* \*

## b. <u>Contribution Rates to the IATSE National Benefit Funds Under Article 32 of the Local 52 SDPA</u>

- i. Increase the aggregate daily contribution rates to the IATSE National Benefit Funds in Article 32(a) of the 2021 Local 52 SDPA to one hundred seventy-five dollars (\$175.00) per day effective [insert date that is September 29, 2024, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday following the business day on which the AMPTP receives notice of ratification], allocated as follows:
  - (1) \$136.00 per day allocated to the IATSE National Health and Welfare Fund;
  - (2) \$20.00 per day allocated to the IATSE Annuity Fund; and
  - (3) \$19.00 per day allocated to the IATSE National Pension Fund.
- Increase the aggregate daily contribution rates to the IATSE National ii. Benefit Funds in Article 32(a) of the 2021 Local 52 SDPA by an additional fifteen dollars (\$15.00) per day to a total of one hundred ninety dollars (\$190.00) per day effective [insert date that is September 28, 2025, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday that is one year following the business day on which the AMPTP receives notice of ratification] and by an additional fifteen dollars (\$15.00) per day to a total of two hundred five dollars (\$205.00) per day effective [insert date that is October 4, 2026, provided that the AMPTP receives notice of ratification on or before October 31, 2024; otherwise, insert date that is the first Sunday that is two years following the business day on which the AMPTP receives notice of ratification]. The allocation of these increases shall be the same as the allocation for the "non-Maryland" rates under the 2024 IATSE Area Standards Agreement.

#### 6. 401(k) Safe Harbor

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

#### 7. **Subcontracting**

Add a new Article 4.1 ("Notice of Subcontracting") to the 2024 Local 52 SDPA as follows:

#### **"4.1. NOTICE OF SUBCONTRACTING**

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

#### 8. **Overtime**

Modify Article 22(a) and (b) of the 2021 Local 52 SDPA as follows:

#### **"22. GOLDEN HOUR PROVISIONS**

- "(a) (1) All time worked at a nearby location (as defined in Article 20(a)(1)(ii) or Article 20(a)(3)(ii) of this Agreement for employees working within New York and/or New Jersey or as defined in Article 20(b)(2) for employees working within Connecticut, Delaware or that part of Pennsylvania within the geographic jurisdiction of the Feature and Television Production Contract) 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 time worked in excess of fourteen (14) consecutive hours and, effective [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], three (3) times the Regular Basic Hourly Rate for all time worked in excess of fifteen (15) consecutive hours (except that this triple time premium shall not apply to television motion pictures or seasons of series commencing principal photography prior to [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later].
- "(ii) For Daily Employees on the sixth or seventh days: Three (3) times the Regular Basic Hourly Rate.
- "(iii) For Weekly Employees during their regular workweek: Two (2) times the Regular Basic Hourly Rate <u>for all time worked in excess of fourteen</u> (14) consecutive hours and, effective [insert date that is October 1, 2024, or the first

Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later, three (3) times the Regular Basic Hourly Rate for all time worked in excess of fifteen (15) consecutive hours (except that this triple time premium shall not apply to television motion pictures or seasons of series commencing principal photography prior to [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]).

- "(iv) For Weekly Employees on a sixth or seventh consecutive day outside their regular workweek: Three (3) times the Regular Basic Hourly Rate.
- "(v) For Daily or Weekly Employees on holidays: Four (4) times the Regular Basic Hourly Rate.
- "(2) In a shift of work all of which occurs solely on the premises in a studio or within the thirty (30) mile zone (as defined in Article 20(a)(1)(i) or Article 20(a)(3)(i) of this Agreement for employees working within New York and/or New Jersey) or within the thirty (30) mile production zone (as defined in Article 20(b)(1) for employees working within Connecticut, Delaware or that part of Pennsylvania within the geographic jurisdiction of the Feature and Television Production Contract), 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 time worked in excess of twelve
  (12) consecutive hours and, effective [insert date that is October 1, 2024, or the first
  Sunday following the business day on which the AMPTP receives notice of ratification,
  whichever is later], three (3) times the Regular Basic Hourly Rate for all time
  worked in excess of fifteen (15) consecutive hours (except that this triple time
  premium shall not apply to television motion pictures or seasons of series
  commencing principal photography prior to [insert date that is October 1, 2024, or
  the first Sunday following the business day on which the AMPTP receives notice of
  ratification, whichever is later]).
- "(ii) For Daily Employees on the sixth or seventh days: Three (3) times the Regular Basic Hourly Rate.
- "(iii) For Weekly Employees during their regular workweek:
  Two (2) times the Regular Basic Hourly Rate for all time worked in excess of twelve
  (12) consecutive hours and, effective [insert date that is October 1, 2024, or the first

  Sunday following the business day on which the AMPTP receives notice of ratification,
  whichever is later], three (3) times the Regular Basic Hourly Rate for all time
  worked in excess of fifteen (15) consecutive hours (except that this triple time
  premium shall not apply to television motion pictures or seasons of series

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

"(iv) For Weekly Employees on a sixth or seventh consecutive day outside their regular workweek: Three (3) times the Regular Basic Hourly Rate.

"(v) For Daily or Weekly Employees on holidays: Four (4) times the Regular Basic Hourly Rate."

\* \* \*

#### 9. **Holiday Pay**

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

Modify Article 27(b), (c) and (e) of the 2021 Local 52 SDPA as follows:

#### **"27. HOLIDAYS**

\* \* \*

"(b) New Year's Day, <u>Martin Luther King Jr. Day</u>, Presidents' Day (third Monday in February), Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day shall be recognized as holidays. Effective January 1, <u>20232025</u>, <u>Martin Luther King Jr. Day Juneteenth</u> shall also be recognized as a holiday.

"If any of the above holidays falls on a Saturday, the preceding Friday shall be considered the holiday and if a holiday falls on Sunday, the following Monday shall be considered the holiday, except that on distant location, Saturday holidays will be recognized on Saturday.

#### "(c) Provisions for Holidays Not Worked

"Daily Employees

"Effective in the period January 1, 2021 to and including December 31, 2021 and in the period January 1, 2022 to and including December 31, 2022, a Daily Schedule employee shall receive 3.719 4% of his annual straight work time

earnings, including night premiums, as payment for holidays not worked. Effective in the period January 1, 20232025 to and including December 31, 20242026 and in the period January 1, 20242026 to and including December 31, 2027, a Daily Schedule employee shall receive 4.583% of his annual straight work time earnings, including night premiums, as payment for holidays not worked. Pay at straight time only for unworked holidays paid to Daily Schedule employees during distant location employment shall be offset against such employee's annual holiday compensation, computed as above.

\* \* \*

#### "(e) Weekly Schedule Employees

"The total amount of salary paid in the period January 1, 20212024 to and including December 31, 20212024 and in the period January 1, 2022 to and including December 31, 2022 to a Weekly Schedule employee hereunder for recognized holidays not worked shall be offset against an amount equal to 3.7194% of such employee's accumulated weekly schedule earnings within the same period. The employee shall be paid the amount by which such 3.7194% computation exceeds the amount of holiday pay such employee has received for such period for holidays not worked.

"The total amount of salary paid in the period January 1, 20232025 to and including December 31, 20232025 and in the period January 1, 20242026 to and including December 31, 20232026 and in the period January 1, 2027 to and including December 31, 2027 to a Weekly Schedule employee hereunder for recognized holidays not worked shall be offset against an amount equal to 4.583% of such employee's accumulated weekly schedule earnings within the same period. The employee shall be paid the amount by which such 4.583% compensation exceeds the amount of holiday pay such employee has received for such period for holidays not worked."

"The foregoing shall be subject to the following provisions:

- "(1) A day's holiday pay shall be considered as one-fifth (1/5) of such weekly schedule rate of pay.
- (2) Vacation pay, severance pay and premium pay for holidays actually worked shall be excluded from the applicable percentage computation required under this subparagraph.
- "(3) Additional holiday pay due hereunder shall be payable upon request <u>of-to</u> the employee after March 15 of the year subsequent to the calendar year in which such pay is earned.
- "(4) The applicable percentage computation described under this subparagraph shall not be applicable to any employee hereunder for any calendar year in

which he the employee is paid for nine (9) ten (10) (or ten (10), effective January 1, 20232025, eleven (11)) recognized holidays not worked."

#### 10. **Per Diem**

*Modify Article 20(a)(3)(B) of the 2021 Local 52 SDPA as follows:* 

- "(B) Per Diem
- "(1) The Producer shall pay per diem to the employee at the following rates per day:

| "Breakfast      | <del>\$10.00</del> |
|-----------------|--------------------|
| "Lunch          | <del>\$14.00</del> |
| "Dinner         | \$27.00            |
| "Total Per Diem | \$51.00            |

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

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

#### 11. Personal Vehicle Use/Mileage

- a. *Modify Article 20(b)(3) of the 2021 Local 52 SDPA as follows:* 
  - "(3) <u>Mileage Allowance</u>: Unless offered transportation by the Producer, employees traveling to any production location outside the "production zone" shall be paid a mileage allowance calculated at thirty cents (30¢) per mile the then-current IRS rate from the edge of the zone to the production location for all such authorized use of the employee's vehicle, except that effective July 17, 2022, employees shall be paid a mileage allowance calculated at the then-current IRS rate. Alternatively, the Producer may make other arrangements

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

b. Add a new Article 20.1 to the 2024 Local 52 SDPA as follows:

#### "20.1 USE OF PERSONAL VEHICLE

"Effective [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], for employees working on motion pictures in New York and/or New Jersey, when an employee uses a personal vehicle at the Producer's request to conduct business for the Producer during the workday (and not for commuting purposes), the Producer shall reimburse the employee for parking and toll road fees that are necessarily incurred and pre-approved by the Producer and for mileage at the then-current IRS rate or shall make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance). It is understood that if transportation is offered by the Producer, no reimbursement of any kind is required for the employee's use of a personal vehicle."

#### 12. Rest Period Penalty

- a. *Modify Article 24(a)(1) of the 2021 Local 52 SDPA as follows:* 
  - "(a) Daily Rest Period
    - "(1) (i) The daily rest period shall be ten (10) hours.
  - "(ii) (A) If the daily rest period is invaded by no more than two (2) hours when employed at a studio or by no more than one (1) hour when working on a nearby location or when transported from a studio to a location within the thirty (30) mile Columbus Circle Zone or within the 30-mile Buffalo Production Zone as defined in Article 20(a)(3), the employee shall be paid additional straight time for all such invaded time.
  - "(B) Effective [insert date that is the first Sunday that is 90 days after either October 1, 2024 or the business day on which the AMPTP receives notice of ratification, whichever is later], if the daily rest period is invaded as described in subparagraph (A) above, the employee shall be paid additional double time for all such invaded time. If the daily 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 daily rest period is invaded by more than one-half hour, the penalty shall be computed in one-tenth hour increments (e.g., a thirteen (13) minute invasion would result in payment of additional double time for one-half hour, and a thirty-six (36) minute invasion would result in payment of additional double time for six-

tenths of an hour). This subparagraph (B) shall not apply to television motion pictures or episodes of a series which commence principal photography prior to [insert date that is the first Sunday that is 90 days after either October 1, 2024 or the business day on which the AMPTP receives notice of ratification, whichever is later]."

- "(iii) Otherwise, If the daily rest period is invaded by more than two (2) hours when employed at a studio or by more than one (1) hour when working on a nearby location or when transported from a studio to a location within the thirty (30) mile Columbus Circle Zone or within the 30-mile Buffalo Production Zone as defined in Article 20(a)(3), the penalty for an invasion of the daily rest period shall be as provided in Article 22(b) above."
- b. *Modify Article 24(b)(4) of the 2021 Local 52 SDPA as follows:* 
  - "(4) (i) The penalty for invasion of the weekend rest periods as set forth in subparagraph (b)(1)-(3) above shall be payment of additional straight time for the invaded hours only.
  - "(ii) Effective [insert date that is the first Sunday that is 90 days after either October 1, 2024 or the business day on which the AMPTP receives notice of ratification, whichever is later, the penalty for invasion of the weekend rest periods as set forth in subparagraph (b)(1)-(3) above shall be a payment of additional double time for the invaded hours only. If the daily 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 daily rest period is invaded by more than one-half hour, the penalty shall be computed in onetenth 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 sixtenths of an hour). This subparagraph (ii) shall not apply to television motion pictures or episodes of a series which commence principal photography prior to [insert date that is the first Sunday that is 90 days after either October 1, 2024 or the business day on which the AMPTP receives notice of ratification, whichever is later\."

c. *Modify Article 26(a)(1) of the 2021 Local 52 SDPA as follows:* 

#### "26. <u>CALL-BACKS</u> (Distant Location)

\* \* \*

#### "(a) <u>Daily Rest Period on Distant Location</u>

"(1)  $\underline{\text{(i)}}$  The daily rest period shall be nine (9) hours on distant location.

"(ii) (A) If the daily rest period is invaded by no more than one (1) hour, the employee shall be paid additional straight time for all such invaded time.

Effective [insert date that is the first "(B) Sunday that is 90 days after either October 1, 2024 or the business day on which the AMPTP receives notice of ratification, whichever is later, if the daily rest period is invaded by no more than one (1) hour, the employee shall be paid additional double time for all such invaded time. If the daily 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 daily rest period is invaded by more than one-half hour, the penalty shall be computed in one-tenth hour increments (e.g., a thirteen (13) minute invasion would result in payment of additional double time for one-half hour, and a thirty-six (36) minute invasion would result in payment of additional double time for six-tenths of an hour). This subparagraph (B) shall not apply to television motion pictures or episodes of a series which commences principal photography prior to insert date that is the first Sunday that is 90 days after either October 1, 2024 or the business day on which the AMPTP receives notice of ratification, whichever is later\."

"(iii) If the daily rest period is invaded by more than one (1) hour, then the penalty shall be as provided in Article 22(b) above."

#### 13. Firearm Safety

Modify Article 44 of the 2021 Local 52 SDPA as follows:

#### **"44. ON-SET FIREARM SAFETY MEETINGS**

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

"Before any use of a firearm in a rehearsal and/or on-camera sequence or off-camera use, all persons involved must be thoroughly briefed at an on-site safety meeting where the firearms will be used. This meeting shall include an "on-site walk through" and/or "dry-run" with the Property Master (or, in <a href="https://www.his/her-the">his/her-the</a>

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

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

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

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

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

Add a new Article 46 to the 2024 Local 52 SDPA as follows:

#### **"46. WORK IN EXTREME HEAT AND COLD**

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

#### 15. Travel Days

- a. *Modify Article 20(b)(7) of the 2021 Local 52 SDPA as follows:* 
  - "(7) "Travel Only" Day: For any day of the week (including holidays) on which an employee travels only, the employee shall receive an allowance of four (4) hours of pay at straight time or pay for time actually traveled, whichever is greater, but in no event more than eight (8) hours of pay at straight time.

    Effective [insert date that is October 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], Producer shall make pension and health contributions based on one-half of the applicable daily contributions if the employee's actual travel time on such day is six (6) hours or less and a full day of contributions if the employee's actual travel time on such day exceeds six (6) hours."
- b. Modify Article 25(a) of the 2021 Local 52 SDPA as follows:
  - "(a) This subparagraph (a) applies to employees working on motion pictures in New York and/or New Jersey. For employees working on motion pictures in Connecticut, Delaware or that part of Pennsylvania within the geographic jurisdiction of the Feature and Television Production Contract, see Article 20(b)(7).

"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 October 1, 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."

#### 16. Courtesy Housing or Transportation

Modify Article 42 of the 2021 Local 52 SDPA as follows:

#### **"42. COURTESY HOUSING OR TRANSPORTATION**

"(a) Effective October 29, 2018, upon request of an employee who When an employee is required to work in excess of fourteen (14) hours within a radius of thirty (30) miles of Columbus Circle in the New York metropolitan area or within a radius of thirty (30) miles of Independence Hall in Philadelphia, Pennsylvania and who advises the Producer that he/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, the Producer shall have no responsibility for the personal vehicle of the employee an employee who elected to use his or her personal vehicle in lieu of 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

<sup>&</sup>lt;sup>1</sup> Round trip transportation may include public transportation if reasonable under the circumstances.

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.

- "(b) The following applies to an employee working on a motion picture in New York and/or New Jersey who reports to a location outside the 'thirty (30) mile report-to zone,' and who is provided courtesy housing:
- "(i) The employee's work time ends upon arrival at the courtesy housing (except as provided in subparagraph (iii) below).
- "(i) If the employee has a call for the same Producer on the next day: The measurement of the employee's daily rest period shall begin when the employee arrives at the courtesy housing on the previous day and end when the employee departs the courtesy housing for the call on the next day. The amount of time it takes to travel from the courtesy housing to the production location on the next day shall be added to the employee's work time on the next day.
- "(iii) If the employee does not have a call for the same Producer on the next day but is entitled to a weekend rest period: The amount of time required for the employee to travel from the production location to either a mutually-agreed upon point in the area bounded by 125th Street and the Battery or to the perimeter of the area bounded by 125th Street and the Battery shall be added to the employee's work time for the previous day and to the measurement of the employee's weekend rest period. (For clarity, this added time shall be in lieu of the time it takes to travel from the production location to the courtesy housing.)"
- "(c) The following applies to an employee working on a motion picture in Connecticut, Delaware or that part of Pennsylvania within the geographic jurisdiction of the Feature and Television Production Contract who reports to a location outside the 'production zone,' and who is provided courtesy housing:
- "(a) The employee's work time ends upon arrival at the courtesy housing (except as provided in subparagraph (c) below).
- "(b) If the employee has a call for the same Producer on the next day: The measurement of the employee's daily rest period shall begin when the employee arrives at the courtesy housing on the previous day and end when the employee departs the courtesy housing for the call on the next day. The amount of time it takes to travel from the courtesy housing to the production location on the next day shall be added to the employee's work time on the next day.

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

#### 17. **Artificial Intelligence**

Incorporate the new Article entitled "Artificial Intelligence" from the 2024 Local 52 Majors Agreement in a new Article 46 to the 2024 Local 52 SDPA as follows:

#### "46. ARTIFICIAL INTELLIGENCE

"The provisions of Article 20 ('Artificial Intelligence') as contained in the 2024 Local 52 Feature and Television Production Contract and the Sideletter re: 'Artificial Intelligence' shall be deemed incorporated herein for the period *insert the date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*] through September 30, 2027."

#### 18. **Bereavement Leave**

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

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

"An employee who is absent from work due to bereavement leave will be reinstated to the employee's original position on the production upon return, provided that the position continues to exist; however, for continuity purposes, 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."

#### 19. **Bulletins**

#### a. 12-Minute Meal Grace

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

"During the 2024 negotiations for the Local 52 Majors Agreement and Supplemental Digital Production Agreement, the Union raised concerns that Employers use the twelve (12) minute grace period to delay meal periods beyond six (6) hours from call or the last meal period (without payment of meal penalties) on a daily or planned basis.

"This bulletin is a reminder that under the Local 52 Majors Agreement and Supplemental Digital Production Agreement, the twelve (12) minute grace period 'shall not be scheduled nor automatic nor is it intended for everyday use.' Please be sure that production personnel are aware of this restriction on the use of the twelve (12) minute grace period."

#### b. Climate Control

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

"During the 2024 negotiations for the Local 52 Majors Agreement and Supplemental Digital Production Agreement, the Union discussed that employees, both on and off production, work under varied conditions, including a wide range of temperatures. The Union raised concerns regarding on and off production employees' receipt of accommodations for heating (when working in a cold environment) and cooling (when working in a hot environment).

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

#### c. Restrooms and Menstrual Products

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

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

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

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

#### 20. Start Paperwork

Add the following as a new subparagraph (e) to Article 15 of the 2021 Local 52 SDPA:

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

#### 21. Severance Pay

a. Modify Article 29 of the 2021 Local 52 SDPA as follows:

#### **"29. SEVERANCE PAY**

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

"An employee with twelve (12) or more qualified years, whose employment is severed on or after [insert date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], shall receive an additional twenty-five percent (25%) of the applicable severance pay set forth above."

<sup>\*</sup> 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 he the employee 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.

b. Add a footnote to the definition of a "qualified year" in Article 29(c) of the 2021 Local 52 SDPA as follows.

"Effective [insert date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], the definition of a 'qualified year,' for purposes of Article 29(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 29(c) of the 2021 Local 52 SDPA:

Modify the definition of a 'qualified year' so that an employee whose employment is severed on or after [insert date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] 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.

#### 22. Sick Leave

*Modify Article 41(b) of the 2021 Local 52 SDPA as follows:* 

#### "41. <u>SICK LEAVE</u>

\* \* \*

- "(b) <u>Paid Sick Leave Outside of the State of New York</u>: The following is applicable to employees working under this Agreement outside the State of New York:
- "(1) Accrual. Commencing June 1, 2022, eligible Eligible employees covered by this Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the 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 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.)

"(2)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 has not been waived in this 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 41(b).

\* \* \*

"(6) Producer shall advise the employee of the designated Producer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 41(b). The Producer will also indicate which period (*i.e.*, calendar year or the employee's anniversary date) 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 (2) above or which period (*i.e.*, calendar year or the employee's anniversary date) the Producer selected to apply the bank of three (3) sick days (five (5) sick days, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of

**ratification, whichever is later**) as provided in subparagraph (1) above. Producer also shall notify Local 52 of the name and contact information of the designated Producer representative or department."

\* \* \*

#### 23. Gender Neutral Language

Modify the 2021 Local 52 SDPA to use gender neutral language that is grammatically correct, including changing "Foreman/Foremen" to "Foreperson/Forepersons."

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|-------------|----------|----------|-----------|----------------|------------|-----------------|------------|
| <b>BEHA</b> | LF OF TH | IE COMPA | ANIES LIS | STED ON E      | XHIBIT "A" | <b>ATTACHED</b> | HERETO     |

|                                | Date:                                   |
|--------------------------------|---|
| Carol A. Lombardini, President |   |
|                                |   |
| MOTION PICTURE STUDIO MECHANIC | CS, LOCAL 52, I.A.T.S.E. & M.P.T.A.A.C. |
|                                |   |
|                                | Date:                                   |
| William Klatt, President       |   |

#### **EXHIBIT "A"**

## Companies Represented by the AMPTP in the 2024 Local 52 Negotiations

1440 Productions LLC20th Century Studios, Inc.

ABC Signature, LLC

ABC Studios New York, LLC Abominable Pictures, Inc. Adobe Pictures, Inc.

AE OPS LLC

Alcon Entertainr

Alcon Entertainment, LLC Alive and Kicking, Inc American Underdog, LLC Apple Studios LLC

Apple Studios Louisiana LLC

Belladonna Productions, Inc

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

Brain Trust LLC

CBS Studios Inc.

Charlestown Productions LLC

Code Entertainment, Inc.

Columbia Pictures Industries, Inc.

Commotion Pictures, L.L.C.

Community Films LLC

Corporate Management Solutions, Inc.

dba CMS Productions

CPT Holdings, Inc.

Cranetown Media LLC

Dick Clark Productions, LLC

DW Studios Productions L.L.C.

Echo Lake Productions, LLC

Epic Level Entertainment, Ltd.

Eye Productions Inc.

Film 49 Productions, Inc.

Finnmax, LLC

Focus Features Productions LLC

Go Fly Productions LLC

Going Local Productions, LLC

Goldcrest Features Inc.

Golden Tradewinds LLC

**GWave Productions, LLC** 

Hop, Skip & Jump Productions, Inc.

Horizon Scripted Television Inc.

Hostage Productions, Inc.

Hungry Heart Media, Inc. dba Wondros dba

Pony Show Entertainment

I Like Pie, Inc

I Still Believe, LLC

Inclined Productions. Inc.

**Ironworks Productions Inc** 

Island Studios, LLC fka Island Film Studios,

LLC

It's Possible Productions, LLC

Jax Media, LLC

Jay Squared Productions LLC

Kapital Productions, LLC

Ken Ehrlich Productions, Inc

Kenwood TV Productions, Inc.

Legendary Features Productions US, LLC

Legendary Pictures Productions, LLC

Lizzio Productions, Inc. dba Alienlight

**Pictures** 

Madison Productions, Inc.
Main Gate Productions LLC
Marvel Picture Works LLC
Menaker Productions, LLC
Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures Inc.
MGM Television Entertainment Inc.
Michael Schrom & Company LLC

Netflix Productions, LLC Netflix Studios, LLC New Line Productions, Inc. Next Wednesday Inc

Minim Productions, Inc.

Old Harbor Productions, Inc On The Brink Productions, Inc. One Knife At A Time Productions, LLC Onyx Collective Productions, Inc. Open 4 Business Productions LLC

Pacific 2.1 Entertainment Group, Inc.
Palladin Productions LLC
Paramount Overseas Productions, Inc.
Paramount Pictures Corporation
Paramount Worldwide Productions, Inc.
Picrow Inc.
Picrow Streaming Inc.

Pitch Black Development, LLC

Remote Broadcasting, Inc.
Renato Basile Entertainment, Inc
River Road Entertainment Productions, LLC
Rose City Pictures, Inc.

S & K Pictures, Inc.
Salty Pictures, Inc.
San Vicente Productions, Inc.
Screen Gems Productions, Inc.
SLO Productions Inc.
Spyglass Media Group, LLC
Stalwart Productions LLC
State Line Films, INC.
Stu Segall Productions, Inc.

Topanga Productions, Inc.
TPS Production Services, LLC
Turner Films, Inc.
TVM Productions, Inc.
Twentieth Century Fox Film Corporation
d/b/a 20th Television

Universal Content Productions LLC
Universal Pictures a Division of Universal
City Studios LLC
Untitled Inc

Victor House Films, LLC Village Roadshow Productions Inc.

Walk By Faith Film, LLC
Warner Bros. Pictures
Warner Bros. Television
Warner Specialty Productions Inc.
Washington Square Films Inc.
wiip Productions, LLC
Woodridge Productions, Inc.

XOF Studios, LLC

YNFS Productions LLC

#### EXHIBIT B

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

For new seasons of series for which the first episode of the season commences principal photography on or after [insert date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later].

|            | LE CAMERA PRIME TIME DRAMATIC SERIES (INCLUDING ALL 20-<br>E CAMERA HIGH BUDGET SVOD, AVOD AND FAST-CHANNEL |
|------------|---|
| Wage Rates | • Seasons 1 & 2: Section 1(a)(2) rates reduced by 3%  |
|            | • Seasons 3+: Section 1(a)(2) rates   |
|            | TI-CAMERA PRIME TIME DRAMATIC SERIES (INCLUDING ALL 20-<br>I-CAMERA HIGH BUDGET SVOD, AVOD AND FAST-CHANNEL |
| Wage Rates | • Seasons 1+: Section 1(a)(2) rates   |
| Holidays   | • Seasons 1+: 100% unworked holiday pay   |
| Vacation   | • Seasons 1+: 100% vacation pay   |

# SPECIAL CONDITIONS EMPLOYEES EMPLOYED IN CONNECTICUT, DELAWARE AND/OR PENNSYLVANIA

## UNDER THE 2024 LOCAL 52 SDPA AND/OR UNDER PART B OF THE 2024 LOCAL 52 MAJORS AGREEMENT (AS APPLICABLE)

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

| HALF-HOUR SINGLE CAMERA PRIME TIME DRAMATIC SERIES (OTHER THAN SERIES MADE FOR BASIC CABLE OR THE CW) INCLUDING ALL 20-35 MINUTE SINGLE CAMERA HIGH BUDGET SVOD, AVOD AND FAST-CHANNEL SERIES |  |  |
|---|--|--|
| Wage Rates  | <ul> <li>Seasons 1 &amp; 2: Section 26(a)(3)(i) rates reduced by 3%</li> <li>Seasons 3+: Section 26(a)(3)(i) rates</li> </ul>                    |  |
| Holidays  | <ul> <li>Season 1: no unworked holiday pay</li> <li>Season 2: 50% unworked holiday pay</li> <li>Seasons 3+: 100% unworked holiday pay</li> </ul> |  |
| Vacation  | <ul> <li>Season 1: no vacation pay</li> <li>Season 2: 50% vacation pay</li> <li>Seasons 3+: 100% vacation pay</li> </ul>                         |  |
| HALF-HOUR MULTI-CAMERA PRIME TIME DRAMATIC SERIES (OTHER THAN SERIES MADE FOR BASIC CABLE OR THE CW) INCLUDING ALL 20-35 MINUTE MULTI-CAMERA HIGH BUDGET SVOD, AVOD AND FAST-CHANNEL SERIES   |  |  |
| Wage Rates  | • Seasons 1+: Section 26(a)(3)(i) rates  |  |
| Holidays  | • Seasons 1+: 100% unworked holiday pay  |  |
| Vacation  | • Seasons 1+: no vacation pay  |  |

| ALL PROGRAMS AND S | ERIES (INCLUDING MINI-SERIES) MADE FOR BASIC                    |
|--------------------|---|
| CABLE OR THE CW    |   |
| Wage Rates         | Long-form television motion pictures and mini-series:           |
|                    | • Section 26(a)(3)(i) rates                                     |
|                    | Pilots and episodic series:                                     |
|                    | • Pilot and Season 1: Section 26(a)(3)(i) rates reduced by 10%  |
|                    | • Seasons 2 & 3: Section 26(a)(3)(i) rates reduced by 3%        |
|                    | • Seasons 4+: Section 26(a)(3)(i) rates                         |
| Holidays           | Long-form television motion pictures and mini-series:           |
|                    | No unworked holiday pay   |
|                    | Pilots and episodic series:                                     |
|                    | Pilot and Season 1: no unworked holiday pay                     |
|                    | • Season 2: 50% unworked holiday pay                            |
|                    | • Seasons 3+: 100% unworked holiday pay                         |
| Vacation           | Long-form television motion pictures and mini-series:           |
|                    | No vacation pay   |
|                    | Other than half-hour single camera dramatic pilots and episodic |
|                    | series:   |
|                    | No vacation pay   |
|                    | Half-hour single camera dramatic pilots and episodic series:    |
|                    | Pilot and Season 1: no vacation pay                             |
|                    | • Season 2: 50% vacation pay                                    |
|                    | • Seasons 3+: 100% vacation pay                                 |

## <u>SPECIAL CONDITIONS – EMPLOYEES EMPLOYED ON NON-PRIME TIME</u> <u>DRAMATIC AND NON-DRAMATIC SERIES UNDER THE 2024 LOCAL 52 SDPA</u>

For new seasons of non-prime time dramatic and non-dramatic series for which the first episode of the season commences principal photography on or after [insert date that is October 1, 2024 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later].

| HALF-HOUR SINGLE CAMERA NON-PRIME TIME DRAMATIC SERIES (OTHER |   |  |  |
|---|---|--|--|
| THAN SERIES MADE FOR BASIC CABLE OR THE CW)                   |   |  |  |
| Wage Rates  | Half-hour single camera non-prime time dramatic series made     |  |  |
|   | for television:   |  |  |
|   | • Seasons 1 & 2: Article 12(b) rates reduced by 3%              |  |  |
|   | • Seasons 3+: Article 12(b) rates                               |  |  |
|   |   |  |  |
| ONE-HOUR NON-PRIME T  | ONE-HOUR NON-PRIME TIME DRAMATIC SERIES (OTHER THAN SERIES MADE |  |  |
| FOR BASIC CABLE OR THE CW)                                    |   |  |  |
| Wage Rates  | One-hour non-prime time dramatic series made for television:    |  |  |
|   | • Seasons 1 & 2: Article 12(b) rates reduced by 3%              |  |  |
|   | • Seasons 3+: Article 12(b) rates                               |  |  |
|   | ` '   |  |  |
| NON-DRAMATIC SERIES OF ANY LENGTH                             |   |  |  |
| Wage Rates  | Non-dramatic series of any length made for television:          |  |  |
|   | • Seasons 1 & 2: Article 12(a) rates reduced by 3%              |  |  |
|   | • Seasons 3+: Article 12(a) rates                               |  |  |
|   | ``  |  |  |