LOCAL MEMORANDUM OF AGREEMENT OF AUGUST 1, 2024 BETWEEN ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS AND INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA AND LOCAL 728 THEREOF

THIS LOCAL MEMORANDUM OF AGREEMENT IS BETWEEN THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA AND STUDIO ELECTRICAL LIGHTING TECHNICIANS, LOCAL 728, I.A.T.S.E., ON THE ONE HAND, AND THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT "A" ATTACHED HERETO AND THOSE PRODUCERS WHICH HAVE EFFECTIVELY CONSENTED TO BE A PART OF THE SINGLE MULTI-EMPLOYER BARGAINING UNIT, ON THE OTHER HAND. THIS MEMORANDUM OF AGREEMENT IS EFFECTIVE AS OF AUGUST 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.

PROVISIONS

- 1. This Local Memorandum of Agreement along with any attachments or exhibits reflects the understanding reached between the parties and will be supplemented and/or modified to include appropriate changes and effective dates contained in the executed 2024 General Memorandum of Agreement.
- 2. All agreements are subject to the terms and conditions of any agreed-upon extensions.
- 3. All agreements are subject to final agreement in General Negotiations and to ratification and execution by the parties.
- 4. All issues not resolved herein are withdrawn.

EFFECT OF CHANGES

This Local Memorandum of Agreement and the applicable provisions of the General Memorandum of Agreement along with the remaining unchanged provisions of the 2021 Local Agreement shall be deemed to be the 2024 Local Agreement until such time as the Local Agreement can be amended in accordance with the changes contained in the Local and General Memorandum of Agreement.

WITNESSETH:

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

1. Chief Rigging Technician (U-1)

a. Effective as of [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], increase the minimum wage rates in Paragraphs 1 and Paragraph 31 of the Agreement applicable to "Chief Rigging Technicians" to match the minimum wage rates applicable to "Chief Lighting Technicians" (as set forth in the table below):

	Daily	Weekly
Paragraph 1 (other than	Schedule A Daily	Schedule B Weekly
on one-half hour prime	Employees –	Employees–
time dramatic	\$56.63 per hour	\$3,409.29 per week (\$55.89
television motion		per hour)
pictures recorded		
digitally)		
Paragraph 1 (on one-	Schedule A Daily	Schedule B-1
half hour prime time	Employees –	Weekly Employees –
dramatic television	\$56.63 per hour	\$3,073.95 per week (\$55.89
motion pictures		per hour)
recorded digitally)		
Paragraph 31	Schedule A	Schedule B
	Daily Employees –	Weekly Employees –
	\$56.63 per hour	\$3,912.30 per week (\$55.89
		per hour)

The foregoing rates shall be subject to any general wage increases agreed upon in the General negotiations in each year of the Agreement.

- b. Add a new footnote to the "Chief Rigging Technician" classification (Occ. Code #5421) in Paragraphs 1 and 31, as follows:
 - Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], when a 'Chief Rigging Technician' is employed for services other than motion picture production, the minimum wage rate applicable to a 'Sub-Foreperson' (Occ. Code #5411) shall apply."

2. New Classifications (U-2 and U-6)

a. Add a new footnote to Paragraphs 1 and 31 as follows:

"(fin #) Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification,

whichever is later], when a Producer elects to employ an individual under the job title of 'Lighting Fixtures Foreperson' (as designated in the deal memorandum), the minimum wage rate applicable to a 'Sub-Foreperson' (Occ. Code #5411) shall apply. It is understood that employees may perform fixtures work without the Producer being required to employ a 'Lighting Fixtures Foreperson,' provided that the employees performing fixtures work report to the Chief Rigging Technician, Assistant Chief Rigging Technician or Sub-Foreperson.'"

- b. *Modify Footnote 2 to Paragraph 1 and Footnote 3 to Paragraph 31 as follows:*
 - "Special Lighting Technician's Rate will be paid: (1) for fixtures; (2) for lighting still set-ups off shooting set; (3) for gas-driven wind machines, when assigned by Producer to employees hereunder; (4) to spotlight technicians operating any type lamp used as a spot-light; (5) for lightning equipment; (6) to "on production" employees who work four (4) or more hours of the workday in an aerial lift used as a lighting platform, which lift is at a height of at least thirty-five (35) feet; and (7) to technicians engaged in balloon lighting operations; and (8) effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], for technicians engaged in lighting control network installation and troubleshooting. It is understood that no more than one employee on the 'off production' crew and one employee on the 'on production' crew shall be entitled to payment under (8) in the preceding sentence."
- c. Add a new footnote to the "Lighting Programmer" (Occ. Code #5422) classifications in Paragraph 1 and 31 as follows:
 - Effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], when an individual employed on an 'off-production' lighting crew is assigned to operate the lighting console for purposes of testing rigging, the minimum wage rate applicable to a 'Lighting Programmer' (Occ. Code #5422) shall apply to that individual for all time worked in that role."
- d. i. Effective as of [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], add a new classification of "Assistant Chief Rigging Technician" as Occ. Code #5420 to Paragraphs 1 and 31 in the Agreement, at the same wage rate as the "Assistant Chief Lighting Technician" (as set forth in the table below):

	Daily	Weekly
Paragraph 1 (other than	Schedule A Daily	Schedule B Weekly
on one-half hour prime	Employees –	Employees–
time dramatic	\$51.40 per hour	\$3,081.11 per week (\$50.51
television motion	_	per hour)
pictures recorded		_
digitally)		
Paragraph 1 (on one-	Schedule A Daily	Schedule B-1
half hour prime time	Employees –	Weekly Employees –
dramatic television	\$51.40 per hour	\$2,778.05 per week (\$50.51
motion pictures		per hour)
recorded digitally)		_
Paragraph 31	Schedule A	Schedule B
	Daily Employees –	Weekly Employees –
	\$51.40 per hour	\$3,535.70 per week (\$50.51
	_	per hour)

The foregoing rates shall be subject to any general wage increases agreed upon in the General negotiations in each year of the Agreement.

- ii. Add the following definition to Paragraph 97 ("Job Definitions and Duties") of the Agreement:
 - "(d) An Assistant Chief Rigging Technician assists the Chief Rigging
 Technician in the supervision of the lighting rigging crew in
 connection with the electrical rigging of all sets in addition to other
 assigned duties."

3. Tool Rental (U-5)

Add a new footnote to the "Running Repair Technician" (Occ. Code # 5425), "Special Lighting Technician" (Occ Code #5431) and "Gang Boss" (Occ Code # 5441) classifications in Paragraph 1 and 31 as follows:

"[fn #] If a Producer is unable to, or chooses not to, obtain a specialized tool from a third party source, it may instead secure the specialized tool from a "Running Repair Technician" (Occ. Code # 5425), "Special Lighting Technician" (Occ Code #5431) or "Gang Boss" (Occ Code # 5441) employed hereunder upon reaching agreement as to the rental price."

4. <u>Entertainment Electrician Certification</u> (U-8)

During the 2024 negotiations, the parties discussed the value of employee participation in the Entertainment Technician Certification Program ("ETCP"). The parties recognize that participation in the ETCP allows employees to develop knowledge and skills

beneficial for employment as an electrician in the motion picture industry, which, in turn, benefits the productions on which they are employed.

Accordingly, the parties hereby agree that an individual who obtains the ETCP certification (or recertification) on or after [insert date that is August 1, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] shall be entitled to a stipend of \$500.00 from Contract Services Administration Trust Fund (CSATF) provided that the individual: (1) has worked at least 600 hours under the Local 728 Agreement in the calendar year preceding the date on which the certification or recertification is obtained; (2) is active on the Industry Experience Roster at the time the payment is requested; and (3) presents to CSATF appropriate proof of the 600 hours worked and the certificate received in connection with the ETCP certification (or recertification).

The parties also affirm that CSATF shall continue its policy of reimbursing individuals for examination fees associated with obtaining the ETCP certification or recertification who meet the qualifications set forth above.

Requests for payment must be submitted to CSATF no later than 6 months after the effective date of the individual's certification (or recertification).

FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT "A" ATTACHED HERETO AND THOSE PRODUCERS WHICH HAVE EFFECTIVELY CONSENTED TO BE PART OF THE SAID MULTI-EMPLOYER BARGAINING UNIT

President, AMPIP	2
FOR THE INTERNATIONAL ALLIA	NCE OF THEATRICAL STAGE EMPLOYEES
	ANS, ARTISTS AND ALLIED CRAFTS OF THI
UNITED STATES, ITS TERRITORIES	S AND CANADA

Date: 07/18/2024

STUDIO ELECTRICAL LIGHTING TECHNICIANS, LOCAL 728

Greg Reeves
Business Representative – Secretary

Matthew D. Loeb International President

EXHIBIT "A" AMPTP-represented Companies

12:05 AM Productions, LLC

1440 Productions LLC

20th Century Studios, Inc.

300 Pictures, Inc.

40 North Productions, LLC

4423 Productions LLC

50/50 Studio Productions, LLC

7 Friends Pictures Inc.

A Little Bit Fuzzy Productions, LLC

ABC Signature, LLC

ABC Studios New York, LLC

Abominable Pictures Inc.

Academy Lighting Consultants, Inc

Academy of Motion Picture Arts and

Sciences

Adobe Pictures, Inc.

AE Ops, LLC

Alameda Productions, LLC

Alcon Entertainment, LLC

Alive and Kicking, Inc.

Ambient Sounds Productions LLC

American Costume Corp.

AOH Special, Inc.

Apple Studios LLC

Apple Studios Louisiana LLC

Arteraft Productions Inc.

Ascension Films Inc.

Aspect Ratio, Inc.

Atelier Eidos Inc. dba Bill Hargate

Costumes

Atlantic Pictures, LLC

Backlight Productions LLC

Base Light Productions LLC

B-Cam Productions LLC

Beachwood Services, Inc.

Big Indie Pictures, Inc.

Big Ticket Television Inc.

Black Label Media, LLC

Bonanza Productions Inc.

Breakout Kings Productions LLC

Brightstar TFCF Productions LLC

Broken Foot Production, Inc.

Bronson Avenue LLC

BTW Productions, Inc.

Bumper Productions LLC

Camdrew Productions LLC

Canada Premiere Pictures Inc.

Capital Concerts, Inc.

Carnival Row Productions, LLC

Cartoon Network Studios, Inc.

Cast & Crew Production Services, LLC

Castle Rock Pictures, Inc.

CBB Productions

CBS Studios Inc.

Century Productions LLC

Charlestown Productions LLC

Chime Productions, LLC

ChubbCo FilmCo

Classic Films Inc.

Columbia Pictures Industries, Inc.

Corrado Mooncoin Holdings LLC

Countess Productions LLC

Country Music Association, Inc.

CPT Holdings, Inc.

Cranetown Media LLC

Create Harmony Media Inc.

Crews Unlimited II Inc

Crown City Pictures Inc.

Culture Crew Productions, Inc.

Cush Light LLC

Dae Light Media, LLC

Delta Blues Productions LLC

Digital 49 Productions, Inc.

DreamWorks Animation Television Post-

Production, LLC

DreamWorks Post-Production L.L.C.

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Dutch Boy Productions, LLC DW Dramatic Television L.L.C. DW SKG TV L.L.C. DW Studios Productions L.L.C. Dyminium Productions, LLC

Electric Entertainment, Inc.
EPSG Management Services
Extreme Reach Productions Payroll, Inc.
Eye Productions Inc.

Favian Wigs Inc.
Film 49 Productions, Inc.
Finnmax, LLC
Focus Features Productions LLC
Fox Alternative Entertainment, LLC
Fox Studio Lot, LLC
Frank & Bob Films II, LLC
Frankie and Jude Productions, LLC
FRB Productions, Inc.
FTP Productions, LLC

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

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

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

Jax Media, LLC Jay Squared Productions LLC JC Backings Corporation JMX, LLC

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

Legendary Features Productions US, LLC
Legendary Pictures Productions LLC
Legendary Television Animation, LLC
Lennox House Pictures Inc.
LGTV Productions, Inc.
Lightsavior Productions LLC
Lime Grove Productions, LLC
Linear Productions LLC
Lions Gate Productions, LLC
Liquid Music, Inc.
Louisiana Premiere Productions LLC
Lucid Studios Inc.

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

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Nametag Production Inc.

Netflix Animation, LLC

Netflix Productions, LLC

Netflix Series Animation, LLC

Netflix Studios, LLC

New Line Productions, Inc.

New Regency Productions, Inc.

Next Step Productions LLC

Nila Inc.

Ninjutsu Pictures, Inc.

NM Talent Inc.

NS Pictures, Inc.

Old School Productions LLC

Olive Avenue Productions LLC

Olive Productions, LLC

On The Brink Productions, Inc.

One Eighty Productions LLC

Onyx Collective Productions, Inc.

Open 4 Business Productions LLC

Orange Cone Productions LLC

Orchard Road Productions, LLC

Over the Pond Productions, Inc.

Pace Pictures LLC

Pacific 2.1 Entertainment Group, Inc.

Palladin Productions LLC

Paradise Productions, Inc.

Parallax TV Productions LLC

Paramount Overseas Productions, Inc.

Paramount Pictures Corporation

Paramount Worldwide Productions, Inc.

Pat & Mike Productions, Inc.

Patch Bay Productions LLC

Picrow Inc dba Pictures in a Row

Picrow Streaming Inc.

Pitch Black Development, LLC

PP21 Productions LLC

Produced Bayou, Inc.

Production Partners, Inc.

Program Productions, Inc.

Proximity Productions LLC

Purple Tally Productions, Inc.

Ouest Productions, Inc.

R/H Factor, Inc.

Radford Graphics, LLC

Random Pictures Inc.

Raquel Productions Inc.

Rat Pac Controls Services Inc.

Red Zone Pictures, Inc.

Redemption Pictures, Inc.

Remote Broadcasting, Inc.

Renato Basile Entertainment, Inc.

Reunion 2017 LLC

River Road Entertainment Productions, LLC

Riverboat Productions, LLC

Rocart Inc.

Rose City Pictures, Inc.

Rozar Pictures, LLC

Ruff Draft Productions, LLC

S&K Pictures, Inc.

Salt Spring Media, Inc.

Salty Pictures, Inc.

Scenic Express, Inc.

Scope Productions, LLC

Screen Gems Productions, Inc.

Serendipity Productions, Inc.

Shovel Buddies, LLC

Signature Post Services LLC

Singular Productions LLC

Skycrew Sports Productions, LLC

Skydance Animation, LLC

Skydance Features, LLC

Skydance Pictures, LLC

SLO Productions Inc.

Smallville Studios Inc.

Sony Pictures Studios, Inc.

Sound One, Inc

South Circle Productions LLC

South Lake Audio Services, LLC

South Rock Productions LLC

Spectral Motion, Inc.

Spellman Desk Company, Inc

Stage 6 Films, Inc.

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Stage Call Inc.

Stalwart Productions LLC

Stash Productions Inc.

Stinger Productions LLC

Stitch Costume LLC

Story Ink, Ltd.

Storybuilders, LLC

Storyteller Production Co., LLC dba Amblin

Partners

Stu Segall Productions, Inc.

Studio Productions, Inc.

Studios Competition Productions, LLC

Take Note, Inc

The Dawgs Sound Design, Inc.

The Lippin Group Inc

The Power LLC

Theatrical Resources, LLC

Theoretical Pictures, Inc.

Topanga Productions, Inc.

Tough House Productions

TPS Production Services, LLC

Trackdown Productions, Inc.

Triple Horse Studios LLC

Triple Point Productions LLC

Turner Films, Inc.

TVM Productions, Inc.

Twentieth Century Fox Film Corporation

dba 20th Television

Uncle Easy Productions LLC

Universal Animation Studios LLC

Universal City Studios LLC

Universal Content Productions LLC

Upside Down Productions Inc.

Valkyrie of Iron, LLC.

Vertical Hold Productions LLC

Volt Lites, Inc.

WAG Pictures Inc.

Walden Media Productions LLC

Walk by Faith Film, LLC

Walt Disney Pictures

Warner Bros. Animation Inc.

Warner Bros. Advanced Media Services,

Inc.

Warner Bros. Pictures

Warner Bros. Studio Operations

Warner Bros. Television

Warner Specialty Productions Inc.

Warner Specialty Video Productions Inc.

Waveform Productions LLC

Westwind Studios, LLC

wiip Productions, LLC

Wild Canary Animation, Inc.

Woodridge Productions, Inc.

XOF Studios, LLC

YNFS Productions LLC