AGREEMENT OF AUGUST 1, 2024 BETWEEN PRODUCER AND SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and its affiliate, STUDIO UTILITY EMPLOYEES, LOCAL 724, both affiliated with the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

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THIS AGREEMENT, executed as of August 1, 2024 between the Southern California District Council of Laborers and its affiliate,

STUDIO UTILITY EMPLOYEES, LOCAL 724

(hereinafter referred to as the "Local Union"), both affiliated with the Laborers' International Union of North America, AFL-CIO, (hereinafter referred to as the "Union"), on the one hand, and **THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT "A" ATTACHED HERETO, ALL OF WHICH CONSTITUTE A SINGLE MULTI-EMPLOYER BARGAINING UNIT** (each hereinafter respectively referred to as the "Producer" and collectively referred to as the "Producers"), on the other hand.

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

ARTICLE 1. Scope of Agreement

This Agreement shall be applicable to the classifications of employees listed in the "Wage Scales, Hours of Employment and Working Conditions" set forth herein, employed by Producer to perform services in the County of Los Angeles, or hired by the Producer in the County of Los Angeles to perform services outside the said County, but within the limits of the United States, its territories and Canada, or employed by Producer outside the County of Los Angeles but within the United States, its territories and Canada to perform services on distant location construction sites of production units originating from the County of Los Angeles.

The term "employee," as hereinafter used, shall be deemed to mean an employee subject to the terms and conditions of this Agreement.

This Agreement is applicable to the employees in the crafts and classifications covered hereunder who are on the payroll of Producer or on the payroll of any corporation, partnership, individual, association or organization located in and engaged in the production of a motion picture in Los Angeles County, California, in which picture the Producer has any financial interest. This Agreement shall be binding on the signatories hereto and all parties who by reason of mergers, consolidations, reorganizations, sale, assignment or the like shall succeed to, or become entitled to, a substantial part of the production business of any signatory, in and limited to Los Angeles County, California.

The parties confirm that this Agreement covers productions made for new media to the extent provided in Sideletter 10 of this Agreement.

ARTICLE 2. Recognition

The Producer recognizes the Union as the exclusive collective bargaining representative of all employees employed by Producer in the classifications listed in this Agreement. The Union makes this Agreement on behalf of such employees, the majority of whom the Union warrants are members of the Union in good standing.

ARTICLE 3. Union Security

(a) All employees subject to the provisions of this Agreement shall, as a condition of employment, be or become members of the Union on and after the thirtieth day following the first day of employment or the effective date of this Agreement, whichever is later.

(b) The parties hereto agree that the above union security provision shall be interpreted and enforced in accordance with and subject to the provisions of the National Labor Relations Act, as amended in 1947, or subsequent amendments thereto, or any other applicable law. In case of repeal or amendment of the Labor Management Relations Act of 1947 or in case of new legislation rendering permissible any union security to the Union greater than those specified in this Article of this Agreement, then and in such event, such provisions shall automatically be deemed substituted in lieu hereof. In such event, and if permissible under law, the Union agrees to supply adequate, competent and qualified employees for the job requirements of the Producers in the crafts and classifications covered by this Agreement and, if the Union fails to do so, the Producer may secure such employees from any source.

(c) Notwithstanding anything to the contrary contained herein, the Producer may employ or continue to employ any such employee who does not become or is not a member of the Union as above required, until: (1) the Union first gives the Producer a written notice that such then-employed employee has not become or is not then a member of the Union as above required, because of such employee's failure to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining such membership, as the case may be; and (2) such employee fails to tender to the Union such required periodic dues or initiation fees, as the case may be, within three (3) days after Producer receives such notice, in which event Producer, upon receipt of written notice by the Union requesting the discharge of such employee for non-membership, as herein provided, shall discharge said employee at the close of the shift on which such employee is working at the time Producer receives this notice.

(d) Producer agrees to inform the Union, in writing, within seven (7) days (Saturdays, Sundays and holidays excluded) from the date of employment hereafter, of the name and first date of employment of any employee subject to this Agreement. Producer shall not be deemed to be in default under this subparagraph (d) until the Union has notified the Producer in writing of a violation hereof, and the Producer has not, within three (3) days, complied with such notice.

(e) The Union agrees that it shall indemnify and save the Producer harmless from and against all liability or damages awarded or assessed against said Producer by the National Labor Relations Board, or from and against any liability or damages awarded or assessed against said Producer by any court upon appeal from any action taken by the National Labor Relations Board, when such liability or damages are sustained by reason of, or arising from, or out of the discharge by Producer of any employee subject to this Agreement for non-membership in the Union, which discharge is based upon the written notification by the Union to Producer that such employee has not become or is not then a member of the Union because of such employee's failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, or because of such employee's failure or refusal to complete membership.

ARTICLE 4. <u>Wage Scales, Hours of Employment and Working Conditions</u>

Wage scales, hours of employment and working conditions shall be as set forth in the "Wage Scales, Hours of Employment and Working Conditions" herein.

ARTICLE 5. <u>Better Conditions - Deal Memos - Personal Service Contracts</u>

Nothing in this Agreement shall prevent any individual from negotiating and obtaining from the Producer better conditions and terms of employment than those herein provided. Provided also, that the Producer, at its discretion, with or without Union consultation, may give any individual better conditions and terms than those herein provided.

The following, when individually negotiated pursuant to this Article, are subject to grievance and arbitration: the guaranteed period of employment, wage rate or salaries, the number of guaranteed hours, equipment rental and travel. If such items are included in a deal memo or personal service contract, a copy thereof shall, upon request, be furnished to the Local Union. Such deal memo or personal service contract shall conform, as a minimum, to the terms and conditions of this Agreement.

The following language shall be included in all deal memos or personal service contracts: "All provisions of this deal memo (or personal service contract) are subject to and must provide no less than the terms and conditions of the Producer – Studio Utility Employees, Local 724 Agreement."

Producer will notify the Union of the fact that it has executed any written personal service contract or deal memo with any person subject to this Agreement, and will certify that such personal service contract or deal memo conforms, at least, to the terms and conditions of this Agreement and that an extra copy of such contract has been furnished to the employee.

No such granting to any individual of better conditions and terms, if any, shall in any manner affect the conditions and terms herein provided, nor shall it be considered, in any manner, as a precedent for granting better conditions and terms than those herein provided to any other individuals or job.

ARTICLE 6. <u>Authority of Union and Producer</u>

The Union and the Producer each agrees that it will not maintain nor adopt any Articles or By-laws or any rules or orders which will prevent compliance with this Agreement.

ARTICLE 7. Grievance and Arbitration Procedure

In the event of any dispute between the Local Union or any of the persons subject to this Agreement and the Producer with regard to wage scales, hours of employment or working conditions or with regard to the interpretation of this Agreement concerning such provisions,[1] the procedure, unless otherwise specifically provided herein, shall be as follows:

Step One - The aggrieved party shall mail or deliver to the other party a written notice of the essential facts of the claim and concurrently furnish a copy of such notice to the designated Representative of the Local Union and Contract Services Administration Trust Fund (hereinafter "CSATF"). The representative of the Local Union and the designated representative of Producer shall immediately discuss the matter and the grievance shall be settled if at all possible. The decision, if any, of these representatives shall be final and binding upon the parties and any employees concerned.

Step Two - If the grievance is not settled within five (5) working days following the invocation of Step One, the aggrieved party may proceed to Step Two, by delivering or mailing, within five (5) days thereafter, a written demand, which shall include a statement of the particulars of the claim, upon the other party and upon the designated Representative of the Local Union and CSATF. Failure of the aggrieved party to so serve such demand shall constitute a waiver of the claim, unless the parties mutually stipulate otherwise in Step Two. Such stipulation shall be made a part of the record.

If the grievance is not settled within five (5) working days after the invocation of Step One and if the aggrieved party objects to submission of the dispute to Step Two, then it may proceed immediately to expedited or regular arbitration, as provided below, by delivering or mailing, within five (5) days thereafter, a written request for expedited arbitration or a written demand for regular arbitration, as provided below. If the responding party objects to submission of the dispute to Step Two, it shall so notify the other party at least three (3) days prior to the Step Two hearing. The aggrieved party shall thereupon have the right to proceed to expedited or regular arbitration, as provided below, within ten (10) working days after receipt of such notice from the responding party.

If such demand for Step Two proceedings is so served, the grievance shall be brought before the Grievance Committee as soon as

[1] Any such disputes that give rise to an alleged violation of Sections 8(a)(1) and/or 8(a)(3) of the National Labor Relations Act, or in which the facts alleged would constitute such a violation, are also subject to the grievance and arbitration procedure in this Article 7.

possible, but not later than twenty (20) working days following the receipt of such notice, unless either party objects to submission of the dispute to Step Two as provided above. The Grievance Committee shall consist of a designated Representative of the Local Union and a representative of CSATF.

The parties to the grievance shall be present and shall be responsible for the presentation of their own position at such time and place. Failure of either party to the grievance to comply with the foregoing requirements shall be deemed a waiver of the claim or waiver of any defense to the claim, as the case may be.

The Grievance Committee shall schedule the order of the grievances to be heard. Prior to beginning the hearing, the Committee shall attempt to assist the parties in mutually resolving the grievance. If the parties fail to resolve the grievance with the assistance of the Committee, either party shall have the right to opt out of the Step Two hearing before it begins and the aggrieved party may instead proceed to arbitration.

If neither party opts out of the Step Two hearing, the Grievance Committee will afford the parties an oral hearing on the merits of such grievance and render a written decision thereon within five (5) working days from the close of the hearing, but in no event later than twenty (20) working days after the hearing commenced. The Second Step shall be an informal one and for the purpose of resolving the grievance. The Committee shall determine its own rules and procedures. The decision of the Committee shall not be precedential. The decision of the Grievance Committee, if any, shall be final and binding upon the parties and any employees concerned.

Step Three - If no decision is rendered by the Grievance Committee within the above-mentioned period, by failing to agree or otherwise, then the parties may proceed to expedited or regular arbitration as provided below. In addition, if either party has elected to bypass Step Two as provided in the second paragraph under "Step Two" above, or has decided to opt out of Step Two as provided in the fifth paragraph under "Step Two" above, the parties may proceed to expedited or regular arbitration as provided below. In either case, the time limits for doing so shall be as provided under "Step Two" above, except when a party has elected to opt out of Step Two in accordance with the fifth paragraph under "Step Two" above, in which case the aggrieved party may proceed to regular or expedited arbitration, as provided below, by delivering or mailing to the other party and to CSATF, within ten (10) days after the date of the Step Two meeting, a written demand for expedited or regular arbitration.

(a) Expedited Arbitration

The aggrieved party may elect to proceed to expedited arbitration within five (5) working days following receipt of the Step Two decision in cases involving the discharge for cause of an employee subject to Paragraph 68 or within ten (10) working days following the completion of Step Two if no unanimous written decision resolving the dispute has been issued by the Grievance Committee. The aggrieved party may also elect to proceed to expedited arbitration following Step Two in cases wherein the claim for wages does not exceed fifteen thousand dollars ($15,000). The aggrieved party may also proceed to expedited arbitration following Step Two over disputes with regard to only the "Wage Scales, Hours of Employment and Working Conditions" provision of this Agreement, subject to this Article and provided the claim for damages does not exceed fifteen thousand dollars ($15,000). Any other case may be submitted to expedited arbitration only by the mutual agreement of the parties.

If an aggrieved party decides to so proceed to expedited arbitration, that party must, within five (5) working days after the close of Step Two as above mentioned, proceed by delivering or mailing to the other party a written request for such expedited arbitration. When mutual agreement to proceed to expedited arbitration is required, such party may, at the same time, request an invocation of the regular arbitration procedure provided for below and, in the event no such mutual agreement to proceed to expedited arbitration, when required, is received by the aggrieved party within five (5) working days after service of such request, the aggrieved party may proceed to the regular arbitration procedure provided below.

In the alternative, the aggrieved party may proceed to regular arbitration by delivering or mailing to the other party a written demand for regular arbitration within ten (10) calendar days following the close of Step Two, as above mentioned.

Failure of the aggrieved party to so serve such a request and/or demand within the respective prescribed periods shall constitute a waiver of the claim.

Cases that are submitted to expedited arbitration shall be heard within ten (10) working days after the other party receives the demand for expedited arbitration or within ten (10) working days after the other party gives notice of its agreement to proceed to expedited arbitration in cases in which the mutual agreement of the parties is required.

The Alliance of Motion Picture and Television Producers (hereinafter "the AMPTP") and the Chair of the Basic Crafts Unions shall forthwith appoint four (4) individuals and four (4) alternates with recognized experience as professional labor arbitrators as members of the standing panel of neutral arbitrators.

The parties agree to meet, following the conclusion of negotiations, for the purpose of modifying the expedited panel. During the term of this Agreement, the parties may mutually add the names of additional persons to the panel of neutral arbitrators to either supplement the panel or replace persons no longer available to serve.

From the panel of names of the neutral arbitrators set forth above, the arbitrators shall be assigned, depending upon their availability, in rotation, to the cases as they arise. The parties may, by mutual consent, select an arbitrator out of rotation provided that notice of their selection is given to CSATF prior to the appointment of the arbitrator next in rotation.

The expedited arbitration hearing shall be presided over by a neutral arbitrator assigned from the panel of neutral arbitrators. The Local Union and CSATF shall schedule the grievances to be heard as soon as reasonably practical after the selection of the neutral arbitrator, unless the parties and the neutral arbitrator mutually agree otherwise. If such person selected as the arbitrator is not available, another arbitrator shall be selected by the same process as above described.

The parties will not file post-hearing briefs and a stenographic record will not be made, but the parties may present a written statement of the facts. The neutral arbitrator shall have sole authority to rule on all motions and decide the case. The decision of the arbitrator shall be final and binding upon the parties and any employees concerned.

The neutral arbitrator shall render a written decision within five (5) working days from the conclusion of the hearing. The writing of an opinion will be at the discretion of the neutral arbitrator. The neutral arbitrator shall have the power to determine only the specific grievance or dispute as described in the first paragraph of this Article 7 and, when appropriate, award wage adjustments or damages consistent with the contract, in an amount not to exceed fifteen thousand dollars ($15,000), but shall not have the power to amend, modify or effect a change in any of the provisions of this Agreement, nor to determine jurisdictional disputes between the Union and any other labor organization. Except for disputes described in footnote 1 to the first paragraph of this Article 7, the arbitrator shall not have the power to determine disputes arising under Paragraph 67.1 of this Agreement, "Non-Discrimination;" such disputes are instead subject to non-binding mediation. The decision of the neutral arbitrator shall be non-precedential and the decision and/or opinion, if any, shall not be offered or admitted into evidence in any other proceeding other than: (1) a judicial action seeking confirmation, correction or vacation of said decision; or (2) a grievance or arbitration proceeding involving the same Producer and Local Union.

Fees and expenses of the arbitrator shall be borne equally by the parties to the dispute. All other costs shall be borne by the party incurring the same.

The bills of the arbitrator, together with a completed information form, shall be sent by the arbitrator to the Local Union and the Producer involved in the expedited arbitration, with copies to CSATF. The information form shall be jointly prepared by the Chair of the Basic Crafts and CSATF.

(b) Regular Arbitration - The aggrieved party may elect to proceed to regular arbitration within ten (10) working days following the completion of Step Two, if no agreement has been reached by the parties.

If such demand is served for regular arbitration, then the parties shall select a sole arbitrator to hear and determine the grievance by: (1) mutual agreement of the parties; or (2) by lot, from the list of arbitrators, under the following procedure: the name of the arbitrator shall be selected from the list of arbitrators obtained from the Federal Mediation and Conciliation Service (which the parties shall endeavor to maintain currently), within five (5) days of the receipt of such demand.

Such hearing shall be held within fourteen (14) days after the arbitrator is selected, at such time and place as the arbitrator shall determine. If the arbitrator so selected is unable or unwilling to undertake the arbitration within the time limit herein provided, another arbitrator shall be selected from such list. The decision of the arbitrator shall be rendered in writing, stating the reasons for the award, within thirty (30) days after the submission of the grievance for decision. The arbitrator's decision shall be final and binding upon the parties thereto and upon any employees concerned. The arbitrator shall have the power to determine the specific grievance or dispute as described in the first paragraph of this Article 7, but shall not have the power to amend, modify or effect a change in any of the provisions of this Agreement, nor to determine jurisdictional disputes between the Union and any other labor organization. Except for disputes described in footnote 1 to the first paragraph of this Article 7, the arbitrator shall not have the power to determine disputes arising under Paragraph 67.1 of this Agreement, "Non-Discrimination;" such disputes are instead subject to non-binding mediation.

Fees and expenses of the arbitrator and cost of a court reporter and original transcript, when jointly requested, shall be borne equally by the parties to the dispute; otherwise, the party making such request shall pay for it. All other costs shall be borne by the party incurring the same.

(c) Claims - Any claims for the payment of wages or severance pay, not presented under Step One within three hundred sixty-five (365) consecutive days after the employee is entitled to such wages or severance pay, shall be deemed to be waived. Any dispute as to the correct amount of payment of holiday or vacation pay, not presented under Step One within three hundred sixty-five (365) consecutive days after March 15 of the calendar year next following the calendar year in which such holiday or vacation pay, as the case may be, was earned, shall be deemed to be waived.

Any other claim or grievance not presented under Step One, within (1) sixty (60) calendar days after the occurrence of the subject matter of the grievance or (2) sixty (60) calendar days after the employee or the Union has had a reasonable opportunity to become aware of the occurrence, whichever of (1) or (2) is the later (but in any event not to exceed three hundred sixty-five (365) calendar days after the occurrence), shall be deemed to be waived. Time on distant location shall not be included in this period.

For the purpose of this Article, "aggrieved party" shall mean the Producer or the Union acting on its own behalf or on the behalf of an employee covered by this Agreement.

(d) In General - The time periods provided for herein may be extended by mutual written consent of the parties.

(e) Scheduling - In scheduling any grievance in Step Two or Step Three, preference shall be given to any grievance involving the discharge of an employee or a grievance involving the Industry Experience Roster.

(f) An arbitration award issued in either expedited or regular arbitration proceedings or a final and binding award rendered in Step Two of the grievance procedure which requires the payment of a specific sum of money shall be paid within thirty (30) days of the date of the award. If payment is not made within said period, interest shall accrue on the sum(s) due from the date of the award at the rate of one percent (1%) per month.

If a calculation is required to determine the specific amount(s) due under the award, the Producer shall calculate such amount(s) and shall notify the other party of the specific sum(s) due within sixty (60) days of the date of the award. If such calculation is not made or if notice is not given as required, interest shall accrue on the sum(s) due from the date of the award at a rate of one percent (1%) per month. If, after calculation, the parties disagree on the sum(s) due, or if the amount(s) due and owing under the award cannot be calculated within the sixty-day period as a result of factors beyond the control of the Producer, then no interest shall accrue upon the sum(s) due.

ARTICLE 8. Conflict With Laws

In the event that any provisions of this Agreement relating to the amounts and payment of wages or other financial benefits are affected by any legislation, decision of a court of competent jurisdiction or governmental regulation in such manner so that such wages or other financial benefits would be increased over, or decreased under, the amount intended to be paid by the parties hereto at the time of the execution of this Agreement, then each of the parties hereto agrees that upon written notice from the other party setting forth the provisions to be negotiated, they will renegotiate for modification of such provisions so that such provisions will conform to such legislation, decision of a court of competent jurisdiction or governmental regulation, as the case may be, and will provide, as nearly as possible, for payment of wages or other financial benefits in the amount intended to be paid by the parties hereto at the time of the execution hereof.

If the parties are unable to arrive at an agreement within thirty (30) days after delivery of such notice, then such provisions in question shall be immediately submitted to an Arbitration Committee composed of one member designated by the Producer, one member by the Union and an Impartial Chair, to be selected by such other two (2) members within ten (10) days following such thirty-day period provided above. This Arbitration Committee shall promptly proceed to hear and settle such matter. The authority of this Arbitration Committee to decide shall be limited solely to determining the appropriate modifications of such provisions so that such provisions will conform to such legislation, decision of a court of competent jurisdiction or governmental regulation, as the case may be, and will provide, as nearly as possible, for the payment of wages and other financial benefits in the amount intended to be paid by the parties at the time of execution of this Agreement.

The terms and conditions of such appropriate modifications, if any, by the said Arbitration Committee, shall be effective and operative as of the date on which the provisions, so modified accordingly, were so affected by any such legislation, decision of a court of competent jurisdiction or governmental regulation, as the case may be, in such manner and to the extent as above described and provided. The amounts and payments of wages or other financial benefits contained in such appropriate modifications, if any, made by such Arbitration Committee, shall be computed and paid thereunder retroactive to the effective date of such modifications. In the event that no such modifications can be made, as above provided, because of any legislation, decision of a court of competent jurisdiction or governmental regulation, Producer shall not be liable for any retroactive back pay adjustments, or any other penalty, if any such modification is thereafter permissible. The decision of the said Arbitration Committee shall be final and shall not be subject to the Grievance and Arbitration Procedure in Article 7 above, but its authority to decide shall be limited to the issue and remedy herein provided. The above procedure and conditions shall be the exclusive remedy for determining any dispute arising under this Article 8.

Upon written notice by such Arbitration Committee to the respective parties hereto, the modification of such provisions as determined by said Committee, as above provided, shall automatically become a part of this Agreement. Fees and expenses of the Impartial Chair shall be borne equally by the Union and the Producer.

ARTICLE 9. <u>Term of Agreement</u>

The term of this Agreement shall be for a period commencing with August 1, 2024 and extending to and including July 31, 2027.

The AMPTP, on behalf of the Producers listed in Exhibit "A" to this Agreement, shall have the right to reopen this Agreement for the purpose of renegotiating any and all provisions contained herein if the Union fails to substantially comply with its commitments as set forth in the Sideletter dated March 12, 2001 (Letter of Commitment). If the AMPTP does so, this Agreement shall expire sixty (60) days after the date of the reopening notice. Following the expiration date, the "No Strike, No Lockout" provisions of the Agreement (Article 24) shall not be applicable.

Either party may, by written notice (certified mail) to the other served on or before May 1, 2027, request renegotiation of the "Wage Scales, Hours of Employment and Working Conditions" of this Agreement. Such notice shall set forth in detail the proposals or recommendations of the party serving said notice of request for renegotiation. If such notice is served, the parties agree to commence negotiations within thirty (30) days after May 1, 2027 concerning the proposals or recommendations set forth in such notice and to continue negotiations diligently and in good faith on such proposals or recommendations which are submitted in such negotiations.

ARTICLE 10. Interpretation

Unless otherwise specifically defined herein, terms shall be given common meaning in the motion picture industry.

This Agreement hereby terminates and replaces the previous Agreement between the parties hereto entitled "Agreement of August 1, 2021 between Producer and Southern California District Council of Laborers and its affiliate, Studio Utility Employees, Local 724, both affiliated with the Laborers' International Union of North America, AFL-CIO."

It is clearly understood that the Laborers' International Union of North America, AFL-CIO or the Southern California District Council of Laborers shall not be liable for any violation of the provisions of this Agreement, except for such acts which were authorized or ratified by the said International or said District Council.

ARTICLE 11. Health Plan

(a) Producers, the IATSE, and the respective Basic Crafts Unions are parties to the "Agreement and Declaration of Trust establishing the Health Plan for the Employees of the Motion Picture Industry" (hereinafter referred to as the "Health Plan") made as of October 20, 1952. Such Health Plan was established in accordance with the provisions of the "Producer-I.A.T.S.E. and M.P.M.O. Supplemental Agreement of October 25, 1951."

(b) In accordance with Article V, Sections 1 and 2 of such Health Plan, and subject to the provisions for changes hereinafter set forth, the Producer shall make contributions to the Health Plan as follows:[2]

(1) Basic Rate. A Producer which qualifies as a "$15 Million Contributor" (as defined below) shall contribute to the Health Plan:

[2] The Health Plan contribution rate set forth in subparagraph (b) above includes the thirty and one-half cents ($0.305) hourly contribution that the bargaining parties agreed during the 2012 negotiations would be paid to the Health Plan, rather than to the Individual Account Plan as had been required under prior Agreements.

(i) five dollars seventy-one and three-tenths cents ($5.713) for each hour worked by or guaranteed an employee by such Producer on or after August 1, 2024 to and including August 3, 2024 under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked;

(ii) seven dollars ten and three-tenths cents ($7.103) for each hour worked by or guaranteed an employee by such Producer on or after August 4, 2024 to and including August 2, 2025 under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked;

(iii) seven dollars fifty-five and three-tenths cents ($7.553) for each hour worked by or guaranteed an employee by such Producer on or after August 3, 2025 to and including August 1, 2026 under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked; and

(iv) eight dollars and three-tenths cents ($8.003) for each hour worked by or guaranteed an employee by such Producer on or after August 2, 2026 to and including July 31, 2027 under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

It is understood that any Producer which has been recognized or is hereafter recognized by the Motion Picture Industry Pension and Health Plans as a "$15 Million Contributor," and any entity related to or affiliated with such Producer that exists now or may exist in the future, qualifies as a "$15 Million Contributor."

(2) Premium Rate. A Producer which does not qualify as a "$15 Million Contributor" (other than an Employer covered under Article 11(b)(3) below) shall contribute to the Health Plan:

(i) nine dollars ninety-six and three-tenths cents ($9.963) for each hour worked by or guaranteed an employee by such Producer on or after August 1, 2024 to and including August 3, 2024 under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked;

(ii) eleven dollars five and three-tenths cents ($11.053) for each hour worked by or guaranteed an employee by such Producer on or after August 4, 2024 to and including August 2, 2025 under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked;

(iii) eleven dollars ninety-one and three-tenths cents ($11.913) for each hour worked by or guaranteed an employee by such Producer on or after August 3, 2025 to and including August 1, 2026 under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked; and

(iv) twelve dollars seventy-seven and three-tenths cents ($12.773) for each hour worked by or guaranteed an employee by such Producer on or after August 2, 2026 to and including July 31, 2027 under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

(3) An Employer (as defined below) which is a "shop" or "facility" shall make contributions to the Plans on behalf of an employee at the same rate as Rate Group 48, which shall remain at least $2.00 above the Basic Rate in Article 11(b)(1) of the Agreement. The Employer must be signatory to a Basic Crafts Agreement and within the multi-employer bargaining unit represented by the AMPTP in the Basic Crafts negotiations.

The Directors of the Plan have established a definition of "shop" or "facility" for purposes of this provision. Any dispute whether an Employer qualifies as a "shop" or "facility" signatory to a Basic Crafts Agreement and within the multi-employer bargaining unit represented by the AMPTP in the Basic Crafts negotiations shall be resolved by the Directors of the Plan.

(4) Commencing with the quarter ending September 30, 2024 and at the end of every subsequent calendar quarter during the term of this Agreement, the consultants for the Health and Pension Plans shall project the level of reserves in the Active Employees Fund for the term of the Agreement.

If, at any time during the term of the Agreement, the consultants project that the level of reserves in the Active Employees Fund will fall below six (6) months, or that the level of reserves in the Retired Employees Fund will fall below eight (8) months, then the Basic Crafts Unions will reallocate up to one percent (1%) from wages and/or the Individual Account Plan, or any combination thereof, until such time as the reserves are restored to the six (6) or eight (8) month level, as applicable. It is understood that this may occur more than once during the term of the Agreement.

(c) In the event additional crafts and classifications of work shall, as herein provided, become subject to this Agreement subsequent to July 31, 2024, then and in such event, this Article 11 shall only be effective and applicable to employees thereafter employed hereunder by Producer in such crafts and classifications of work, commencing as of a date thereafter upon which the Producer and the Union shall mutually agree.

(d) When a minimum call is applicable and the employee works less than the minimum call, then the minimum call shall constitute time worked. Employees subject to this Agreement employed for full weeks under guaranteed weekly salary schedules shall be credited with not less than the hours guaranteed the employees under such guaranteed weekly salary schedule. In the event such employee works in excess of such applicable number of hours guaranteed in such weekly schedule, then additional contributions shall be made on such excess hours worked.

(e) For purposes of this provision, studio, nearby and distant location employment under "on call" weekly schedules shall be considered as follows:

(1) Partial week - fourteen (14) hours per day;

(2) Five day week - seventy (70) hours per week;

(3) Six day week - eighty-two (82) hours per week; and

(4) Seven day week - ninety-four (94) hours per week.

For the sixth day not worked on distant location, health contributions for "on call" employees shall be based on eight (8) hours. For the seventh day not worked on distant location, health contributions for "on call" employees shall be based on eight (8) hours.

(f) During the period August 1, 2024 to and including July 31, 2027:

Except for (i) eligibility standards, which shall be maintained at the level in effect on August 1, 2011, and (ii) the usual, customary and reasonable (UCR) schedules, which shall be maintained at the level in effect immediately following the replacement of INGENIX schedules in effect on August 1, 2009, all other benefits (including the bank of hours provision and dental and vision benefits) under the Active Employees Fund shall be maintained at the level in effect on August 1, 2009 in the following manner:

If, at any time during the term of this Agreement, the level of reserves in the Active Employees Fund drops below eight (8) months, the Trustees, in conjunction with the Plan consultants, shall review the projections as to future reserve levels. If the consultants project, taking into account a reasonable amount of Supplemental Markets income, that the level of reserves in the Active Employees Fund will fall below six (6) months during the term of this Agreement, the following steps shall be taken:

(1) First, monies received from Post '60s payments in excess of the amount needed to fund the additional check(s) for retired employees, as provided in Article 12(f)(2) of the 2001 Producer-Utility Employees, Local 724 Agreement, in Article 12(f)(1)(ii) of the 2004 and 2007 Producer-Utility Employees, Local 724 Agreement, and in Article 12(f) of the 2010 Producer-Studio Utility Employees, Local 724 Agreement, and in excess of the amount needed for an eight (8) month level of reserves in the Retired Employees Fund, shall be allocated to the Active Employees Fund;

(2) Thereafter, if the consultants project, taking into account a reasonable amount of Supplemental Markets income, that: (i) the reallocation of wages and/or contributions from the Individual Account Plan above will not restore the level of reserves in the Active Employees Fund to six (6) months during the term of the Agreement; and (ii) the level of reserves will drop below four (4) months during the term of this Agreement, then employer contributions will be increased to the amount and for such time as is necessary to create a four (4) month reserve level for the maintained benefits.

(g) The Affordable Care Act added a provision to the Internal Revenue Code to require a non-deductible excise tax (also known as the "Cadillac" tax) on certain employer-sponsored health coverage beginning in 2022. Although this provision was later repealed, as a matter of mutual concern, the parties agree in principle that the funds of the Health Plan should be used for the Plan's participants and their dependents and not diverted to the payment of an excise tax that is of no benefit to the Plan's participants and their dependents. In light of the foregoing, the bargaining parties agree to recommend to the Directors of the Health Plan that the Health Plan shall be operated in a manner such that no excise tax shall be owed at any time.

(h) It is understood and agreed that with respect to the employees subject to this Agreement who are employed by Metro-Goldwyn-Mayer, Inc., the following provisions shall also apply:

For the purposes of the following provisions of this Article, the above-mentioned Health Plan will be referred to as the "Health Plan" and the Retirement Plan for Employees of Metro-Goldwyn-Mayer, Inc. will be referred to as the "Retirement Plan."

Notwithstanding the extension of said termination date as aforesaid and notwithstanding any of the preceding provisions of this Article or of any provisions of the Health Plan, Producer shall not be obligated to establish a reserve for or to make payments into the Health Plan with respect to any employee of Producer who is or becomes a member of the Retirement Plan on or before March 1, 1961 while the employee is a member of the Retirement Plan, nor shall such employee be subject to the Health Plan during such period (except pursuant to the provisions of the last paragraph of this subparagraph (h)).

An employee who became a member of the Retirement Plan on or before March 1, 1961 shall not be considered to be subject to a "union welfare contract" effective as to such employee, within the meaning of Paragraph 36 of the Retirement Plan, during such time as such employee is a member of the Retirement Plan. An employee who withdrew from the Retirement Plan on or before March 1, 1961 shall be considered to be subject to a "union welfare contract" effective as to such employee, within the meaning of Paragraph 36 of the Retirement Plan.

Nothing herein set forth shall preclude an employee who elected to remain or become a member of the Retirement Plan on or before March 1, 1961, also to become or remain, independently and at the employee's own expense, subject to the Health Plan. Any employee who, pursuant to this Article, independently and at the employee's own expense becomes or remains subject to the Health Plan during any period when the employee is also a member of the Retirement Plan shall not be deemed to be an employee subject to a "union welfare contract" within the meaning of Paragraph 36 of the Retirement Plan. Any such employee shall pay the same amount into the Health Plan as would be paid or set up as a reserve with respect to such employee by Producer had such employee not been a member of the Retirement Plan.

Any person subject to this Agreement who continues in the employment of Metro-Goldwyn-Mayer, Inc. after that person's normal retirement date under the Retirement Plan, shall, during the period of such employment after such normal retirement date, be subject to the Health Plan.

(i) On an annual basis during the term of this Agreement, the AMPTP, the IATSE and the Chair of the Basic Crafts (on behalf of the Basic Crafts Group) shall jointly review the allocation to the Health Plan from the Supplemental Markets in conjunction with the allocation to the Pension Plan of Post-'60s monies. Any agreement mutually agreed upon by them shall become a part of this Agreement.

(j) Effective August 1, 2024, for a dental plan, the Producer shall contribute to the Health Plan eighteen and seven-tenths cents (18.7¢) for each hour worked by or guaranteed an employee by such Producer on or after August 1, 2024 under the terms of this Agreement, including "straight time" or "overtime" hours on any day worked. The provisions of subsections (c), (d) and (e) shall apply to the provisions of this subsection.

(k) Effective August 1, 2024, for a vision care plan, the Producer shall pay into the Health Plan five cents (5¢) for each hour worked by or guaranteed an employee by such Producer on or after August 1, 2024 under the terms of this Agreement, including "straight time" and "overtime" hours for any day worked. The provisions of subsections (c), (d) and (e) shall apply to this subsection.

(l) At least sixty (60) days prior to the expiration of this Agreement, the parties will meet to determine the impact of national/state health care reform and will negotiate new health care provisions accordingly.

(m) Allocation of Directors

Five (5) Director positions shall be appointed by the Basic Crafts Unions to the Health Plan, which will be filled by a maximum of eight (8) different persons. The Basic Crafts Unions shall appoint common Directors for each Plan, unless the Directors decide otherwise.

(n) The Basic Crafts Unions will be entitled to have three (3) representatives designated by the Chair of the Basic Crafts Unions on the committee that the AMPTP and the IATSE have established as part of their 2021 negotiations to conduct a study of the Motion Picture Industry Pension and Health Plans.

ARTICLE 12. Pension Plan

(a) Producers, the IATSE and the respective West Coast Locals are parties to the "Motion Picture Industry Pension Plan" (hereinafter referred to as the "Pension Plan") made as of October 26, 1953. Such Pension Plan was established in accordance with the provisions of the "Producer-I.A.T.S.E. and M.P.M.O. Amendment Agreement of October 26, 1953."

(b) In accordance with Article III, Sections 2 and 3 of the Pension Plan and subject to the provisions of such Pension Plan relating to private retirement plans, the Producer shall pay into the Pension Plan one dollar eighty and sixty-five hundredths cents ($1.8065) for each hour worked by or guaranteed an employee by such Producer during the period August 1, 2024 through July 31, 2027 under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

Such money paid by Producer into the Pension Plan shall not constitute nor be deemed to be wages due to the individual employees subject to this Agreement, nor shall said money paid into the Pension Plan in any manner be liable for or subject to the debts, contracts, liabilities or torts of such employees.

(c) When a minimum call is applicable and the employee works less than the minimum call, the minimum call shall constitute time worked. Employees subject to this Agreement employed for full weeks under guaranteed weekly salary schedules shall be credited with not less than the hours guaranteed the employee under such guaranteed weekly salary schedule. In the event such employee works in excess of such applicable number of hours guaranteed in such weekly schedule, then additional contributions shall be made on such excess hours worked.

(d) For purposes of this provision, studio, nearby and distant location employment under "on call" weekly schedules shall be considered as follows:

(1) Partial week - fourteen (14) hours per day;

(2) Five day week - seventy (70) hours per week;

(3) Six day week - eighty-two (82) hours per week; and

(4) Seven day week - ninety-four (94) hours per week.

For the sixth day not worked on distant location, pension contributions for "on call" employees shall be based on seven (7) hours. For the seventh day not worked on distant location, pension contributions for "on call" employees shall be based on eight (8) hours.

(e) In the event additional crafts and classifications of work shall, as herein provided, become subject to this Agreement subsequent to July 31, 2024, then and in such event, this Article 12 shall only be effective and applicable to employees thereafter employed hereunder by Producer in such crafts and classifications of work, commencing as of a date thereafter upon which the Producer and the Union shall mutually agree.

(f) (1) Contingent Pension Benefit Increase(s) Effective January 1, 2027 and Every Three (3) Years Thereafter.[3] The bargaining parties agree to recommend to the Directors of the Pension Plan the following pension benefit increase(s):

As soon as practicable following the end of the first quarter of 2027 and every three years thereafter ("the evaluation year"), the Health Plan's consultants, in conjunction with the Pension Plan's actuaries, shall determine whether each of the Active Health Fund and the Retired Employees Fund has at least eight (8) months of reserves as of January 1st of the evaluation year, and the Pension Plan's actuaries shall determine whether to certify that the Pension Plan is in the Green Zone in the evaluation year. The foregoing determinations shall be based upon the assumptions and methodologies, including but not limited to the funding priorities established for Supplemental Markets and Post '60s contributions, approved by the bargaining parties.

In the event that the Health Plan's consultants certify that each of the Active Health Fund and the Retired Employees Fund has at least eight (8) months of reserves on January 1st of the evaluation year, and the Pension Plan's actuaries certify that the Pension Plan is in the Green Zone in the evaluation year, the pension benefit accrual rates shall be increased, effective January 1st of the evaluation year, by fifteen percent (15%) retroactively for Credited Hours accumulated during the three-year period immediately following the most recent increase in the pension benefit accrual rate; provided, however, that the foregoing retroactive increase shall not apply to pensions (including Frozen Benefits) that went into pay status prior to January 1, 2024. For those individuals who had a Break in Service during the three-year period immediately preceding January 1st of the evaluation year, the increase shall apply only to Credited Hours accumulated after the date of the most recent Break in Service. (For example, an active participant in the Pension Plan on January 1, 2027 who failed to accumulate at least two hundred (200) Vested Hours in 2024 and 2025 is entitled to the fifteen percent (15%) increase only for those Credited Hours accumulated on or after January 1, 2026.) Any retroactive payments required above shall be made without interest and as soon as practicable following the consultants' certifications as provided above.

In the event that the reserve levels are below eight (8) months in the Active Health Fund or the Retired Employees Fund on January 1st of the evaluation year, or the Pension Plan is not certified to be in the Green Zone in the evaluation year, the benefit accrual rates for

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[3] This provision assumes that the term of the successor agreements to the 2024 IATSE Basic Agreement is three (3) years. If the term of a successor agreement is for a period other than three (3) years, the evaluation year shall be the final year of the applicable IATSE Basic Agreement and the period of the pension benefit increase shall be equivalent to such term.

Credited Hours accumulated since the most recent increase in the pension benefit accrual rate shall remain at the following rates:

(i) $0.03729 multiplied by the Participant's total Credited Hours accumulated during the Participant's first ten (10) Qualified Years;

(ii) $0.04972 multiplied by the Participant's total Credited Hours accumulated after the Participant has completed ten (10) Qualified Years.

(2) The bargaining parties agree to recommend to the Directors of the Pension Plan that the Pension Plan provide a thirteenth and fourteenth check on or about November 1st of each year of this Agreement to those retirees who retired on or before August 1, 2009 and who were employed under a predecessor to this Agreement, provided that the Pension Plan's actuaries, in conjunction with the Health Plan's consultants, determine, taking into account the costs of such thirteenth and fourteenth checks, that: (i) at least eight (8) months of reserves exist in each of the Active Employees Fund and the Retired Employees Fund at that time; (ii) the Plan is certified to be in the Green Zone in the calendar year in which the check(s) are paid; (iii) the cost of thirteenth and fourteenth checks, if any, granted during the term of the Agreement shall be amortized over the eight (8) year amortization period commencing January 1, 2025; and (iv) if there are insufficient funds in the Pension Plan after accounting for existing obligations to provide both a thirteenth and fourteenth check, then a thirteenth check will be provided.

(3) The bargaining parties agree to recommend to the Directors of the Pension Plan that the Pension Plan make a one-time payment equivalent to the value of one additional monthly check to those retirees who retired prior to January 1, 2025 and who were employed under this Agreement or a predecessor to this Agreement.

(g) It is understood that the bargaining parties and the Directors of the Pension Plan will take all necessary steps to assure the tax deductibility of employer contributions under the provisions of the Internal Revenue Code as it now exists or is hereafter amended.

(h) <u>Allocation of Directors</u>

Five (5) Director positions shall be appointed by the Basic Crafts Unions to the Pension Plan, which will be filled by a maximum of eight (8) different persons. The Basic Crafts Unions shall appoint common Directors for each Plan, unless the Directors decide otherwise.

ARTICLE 12A. Motion Picture Industry Individual Account Plan

(a) The Producer shall contribute to the Individual Account Plan eight percent (8%) of the scale Regular Basic Hourly Rate of pay on behalf of each employee employed by the Producer hereunder, for all hours worked by or guaranteed such employee during the period August 1, 2024 to and including July 31, 2027. (In the case of "on call" employees, such percentage payment shall be based on the scale "on call" rate.)

(b) The parties agree that each employee's Individual Account Plan shall vest after one (1) qualified year.

ARTICLE 13. Motion Picture Industry Health Plan - Retired Employees Fund

(a) Producer shall, for the period commencing August 1, 2024 to and including July 31, 2027, pay to the Industry Pension Plan through its Administrator, as agent for transmittal to the Motion Picture Industry Health Plan - Retired Employees Fund (subject to the provisions for changes hereinafter set forth) as follows:

(1) in the case of a Producer which qualifies as a "$15 Million Contributor" (as defined in Article 11(b)(i)), thirty cents ($0.30) for each hour worked by or guaranteed an employee by such Producer on or after August 1, 2024 to and including July 31, 2027 under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked; and

(2) in the case of a Producer which does not qualify as a "$15 Million Contributor" (as defined in Article 11(b)(i)), thirty cents ($0.30) for each hour worked by or guaranteed an employee by such Producer on or after August 1, 2024 to and including August 3, 2024 under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked, and eighty-six cents ($0.86) for each hour worked by or guaranteed an employee by such Producer on or after August 4, 2024 to and including July 31, 2027 under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

(b) When a minimum call is applicable and the employee works less than the minimum call, then the minimum call shall constitute time worked. Employees subject to this Agreement employed for full weeks under guaranteed weekly salary schedules shall be credited with not less than the hours guaranteed the employee under such weekly salary schedule. In the event such employee works in excess of such applicable number of hours guaranteed in such weekly schedule, then additional contributions shall be made on such excess hours worked.

(c) For the purposes of this provision, studio, nearby and distant location employment under "on call" weekly schedules shall be considered as follows:

(1) Partial week - fourteen (14) hours per day;

(2) Five day week - seventy (70) hours per week;

(3) Six day week - eighty-two (82) hours per week; and

(4) Seven day week - ninety-four (94) hours per week.

For the sixth day not worked on distant location, contributions to the Retired Employees Fund for "on call" employees shall be based on seven (7) hours. For the seventh day not worked on distant location, contributions to the Retired Employees Fund for "on call" employees shall be based on eight (8) hours.

(d) The above rate of contribution for a Producer which qualifies as a $15 Million Contributor (as defined in Article 11(b)(i)) of thirty cents ($0.30) per hour effective August 1, 2024 represents no increase over the rate of contribution required for the period August 1, 2021 to July 31, 2024.

The above rate of contribution for a Producer which does not qualify as a "$15 Million Contributor" (as defined in Article 11(b)(i)) of eighty-six cents ($0.86) per hour effective August 4, 2024 represents a fifty-six cent ($0.56) per hour increase over the rate of contribution required for the period August 1, 2021 to August 3, 2024.

(e) The bargaining parties agree to recommend to the Directors of the Motion Picture Industry Health Plan that the number of years required to qualify for retiree health coverage in the Retired Employees Fund shall increase, effective January 1, 2016, from fifteen (15) qualified years to twenty (20) qualified years for participants who have not earned at least one "Qualified Year" as of January 1, 2016. (The definition of "Qualified Year," as used herein, is as set forth in Section 24 of Article I of the Motion Picture Industry Pension Plan Restated 1993 Trust Agreement, revised March 2024.)

(f) During the period August 1, 2024 to and including July 31, 2027:

Except for (i) the Coordination of Benefits rules adopted on March 28, 2011 and made retroactive to January 1, 2011, which shall be maintained at the level in effect as of January 1, 2011, and (ii) the usual, customary and reasonable (UCR) schedules, which shall be maintained at the level in effect immediately following the replacement of the INGENIX schedules in effect on August 1, 2009, all other benefits (including dental and vision benefits) under the Retired Employees Fund shall be maintained at the level in effect on August 1, 2009, so long as it is prudent to do so, in the following manner:

If, at any time during the term of this Agreement, the level of reserves in the Retired Employees Fund drops below eight (8) months, the Trustees, in conjunction with the Plan consultants, shall review the projections as to future reserve levels. If the consultants project, taking into account a reasonable amount of Post '60s income, that the level of reserves will fall below four (4) months during the term of this Agreement, then employer contributions will be increased to the amount and for such time as is necessary to create a four (4) month reserve level for the maintained benefits.

(g) With respect to those employees who are not included within a unit covered by a collective bargaining agreement, but who are members of a group the Producer has designated as eligible employees in accordance with the requirements of the Industry Pension Plan and who are participants in the Industry Pension Plan, Producer hereby agrees that it shall likewise pay the above respective amounts for each hour worked by or guaranteed an employee by such Producer on and after August 1, 2024 as above defined.

(h) With respect to those employees who are members of a private retirement plan and who are members of a group such Producer designated in a sufficient written instrument to the Trustees of the Health Plan as eligible for the benefits referred to in this Article 13, such Producer hereby agrees that it shall likewise pay the above respective amounts for each hour worked by or guaranteed such employee by Producer on and after August 1, 2024, as above defined.

(i) The money received by the Administrator of the Industry Pension Plan from such payments, as above provided, shall be kept separate and apart from any funds of the Industry Pension Plan, and shall be paid to the Retired Employees Fund upon demand by such Health Plan. Such Retired Employees Fund shall provide for such health coverage and, under such conditions as the Directors of such Health Plan may determine to be appropriate, for the employees retired under the

Industry Pension Plan and the private retirement plans referred to in Article XV of the "Motion Picture Industry Pension Plan."

Such money paid by Producer to the Administrator of the Industry Pension Plan for transmittal shall not constitute nor be deemed to be wages due to the individual employees nor shall said money so paid into the Industry Pension Plan in any manner be liable for or subject to the debts, contracts, liabilities or torts of such employees.

(j) It is agreed and recommended that as a matter of funding policy, the Directors of the Health Plan shall continue to maintain the level of reserves in the Retired Employees Fund at eight (8) months at all times during the term of the Agreement.

Commencing with the quarter ending September 30, 2024 and at the end of every subsequent calendar quarter during the term of this Agreement, the consultants for the Health and Pension Plans shall project the level of reserves in the Retired Employees Fund for the term of the Agreement.

(k) Effective August 1, 2024, for a dental plan, the Producer shall pay into the Retired Employees Fund five and one-tenth cents (5.1¢) for each hour worked by or guaranteed an employee by such Producer on or after August 1, 2024 under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked. The provisions of subsections (b), (c), and (f) shall apply to this subsection.

(l) Effective August 1, 2024, for a vision care plan, the Producer shall pay into the Retired Employees Fund two cents (2.0¢) for each hour worked by or guaranteed an employee by such Producer on or after August 1, 2024 under the terms of this Agreement, including "straight time" and "overtime" hours for any day worked. The provisions of subsections (b), (c), and (f) shall apply to this subsection.

(m) At least sixty (60) days prior to the expiration of this Agreement, the parties will meet to determine the impact of national/state health care reform and will negotiate new health care provisions accordingly.

ARTICLE 13A. Loan-Out Companies

During such time as an employee is engaged by a borrowing Producer through the employee's loan-out company, the borrowing Producer shall make pension and health and CSATF contributions directly to the Motion Picture Industry Health Plan and the Motion Picture Industry Pension Plan on behalf of the employee so employed based upon hours worked or guaranteed. Contributions may not be made by loan-out companies.

ARTICLE 13B. <u>401(k) Plan Feasibility Study</u>

A committee shall be established consisting of representatives of the Producers, the IATSE and the Basic Crafts Unions to conduct a study of the feasibility of establishing a 401(k) plan funded solely by employee salary deferrals for participants in the Motion Picture Industry Pension Plan. In particular, the study is to focus on the following:

(a) Whether the establishment and administration of the 401(k) plan will cause the Producers to incur increased costs.

(b) Whether the Motion Picture Industry Pension and Health Plan would be able to administer the 401(k) plan as a separate plan.

(c) Whether the 401(k) plan is likely to or can be structured to satisfy all legal requirements for 401(k) plans (*e.g.*, Will it satisfy non-discrimination testing requirements? What are the consequences if it does not?)

The committee will convene as soon as reasonably practical. In the event that the IATSE chooses not to participate in the study, then the study shall be conducted solely with the Basic Crafts Unions and the AMPTP.

ARTICLE 14. <u>Pre '60 Theatrical Pictures; Pay Television</u>

(a) The exhibition of any motion picture by television for which a charge is paid by or assessed to or collected from the viewing audience, including subscription, telemeter, or any other method whereby a charge is paid by the viewing audience for the right to view such motion picture, is herein referred to as "pay television."

A "free television" picture is a motion picture initially released on television, other than pay television.

As to all motion pictures, it is recognized and acknowledged that the Producer has the unrestricted right to use, exhibit and market the same for any purpose, in any manner and by any method now known or hereafter developed, and that the Producer does not hereby relinquish or surrender any of its property rights therein. Except as otherwise specifically provided herein, the exhibition of a motion picture by pay television is theatrical exhibition and is merely an extension or substitute for the theatrical box office.

(b) It is expressly understood and agreed that the Union does not and will not make any claim for compensation or other payments with respect to the exhibition on any form of television (whether pay television or free television) of theatrical motion pictures, the principal photography of which commenced prior to January 31, 1960, and that, with respect to theatrical motion pictures, the principal photography of which commenced on or after such date, Producer's only obligation, with respect to the exhibition of such pictures on free television, is to make the payments as referred to in Article 15, entitled "Post '60 Theatrical Motion Pictures," or Article 21A., entitled "Special Residual Formula for Theatrical Motion Pictures Licensed to Free Television and/or Supplemental Markets for which a Minimum Guarantee or Non-Returnable Advance is Payable," and with respect to theatrical motion pictures, the principal photography of which commenced on or after August 1, 2024, Producer's obligations shall be those contained in this Agreement.

ARTICLE 15. <u>Post '60 Theatrical Motion Pictures</u>

(a) Theatrical motion pictures produced by Producer with employees employed by Producer under a Local 724 Agreement, the principal photography of which commenced on or after February 1, 1960, shall be governed by the following:

Theatrical motion pictures produced by Producer with employees employed by Producer under the Agreement of 1961 between these parties, the principal photography of which commenced in the period between February 1, 1960 and January 31, 1967, both dates inclusive, which motion pictures are released to free television, shall be governed by Article XIX of the IATSE Basic Agreement of 1961; provided, however, that as to such motion pictures, the principal photography of which commenced in the period between February 1, 1965 and January 31, 1967, both dates inclusive, Section 10 of the IATSE Basic Agreement of 1965 shall apply.

Theatrical motion pictures, the principal photography of which commenced in the period between February 1, 1967 and January 31, 1969, shall be governed by Article XIX of the IATSE Basic Agreement of 1967.

Theatrical motion pictures, the principal photography of which commenced in the period between February 1, 1969 and

January 31, 1973, shall be governed by Article XIX of the IATSE Basic Agreement of 1969.

Theatrical motion pictures, the principal photography of which commenced in the period between February 1, 1973 and January 31, 1976, shall be governed by Article XIX of the IATSE Basic Agreement of 1973.

Theatrical motion pictures, the principal photography of which commenced in the period between February 1, 1976 and July 31, 1979, shall be governed by Article XIX of the IATSE Basic Agreement of 1976.

Theatrical motion pictures, the principal photography of which commenced in the period between August 1, 1979 and July 31, 1982, shall be governed by Article XIX of the IATSE Basic Agreement of 1979 and the Amendment thereto.

Theatrical motion pictures, the principal photography of which commenced in the period between August 1, 1982 and July 31, 1985, shall be governed by Article XIX of the IATSE Basic Agreement of 1982.

Theatrical motion pictures, the principal photography of which commenced in the period between August 1, 1985 and July 31, 1988, shall be governed by Article 15 of the Local 724 Agreement of 1985.

Theatrical motion pictures, the principal photography of which commenced in the period between October 31, 1988 and July 31, 1991, or the answer print for which was delivered on or after November 1, 1990 but prior to August 1, 1991, shall be governed by Article 15 of the Local 724 Agreement of 1988, as amended.

Theatrical motion pictures, the principal photography of which commenced in the period between August 1, 1991 and July 31, 1994, shall be governed by Article 15 of the Local 724 Agreement of 1991.

Theatrical motion pictures, the principal photography of which commenced in the period between August 1, 1994 and July 31, 1997, shall be governed by Article 15 of the Local 724 Agreement of 1994.

Theatrical motion pictures, the principal photography of which commenced in the period between August 1, 1997 and July 31, 2001, shall be governed by Article 15 of the Local 724 Agreement of 1997.

Theatrical motion pictures, the principal photography of which commenced in the period between August 1, 2001 and July 31, 2004, shall be governed by Article 15 of the Local 724 Agreement of 2001.

Theatrical motion pictures, the principal photography of which commenced in the period between August 1, 2004 and July 31, 2007, shall be governed by Article 15 of the Local 724 Agreement of 2004.

Theatrical motion pictures, the principal photography of which commenced in the period between August 1, 2007 and July 31, 2010, shall be governed by Article 15 of the Local 724 Agreement of 2007.

Theatrical motion pictures, the principal photography of which commenced in the period between August 1, 2010 and July 31, 2012, shall be governed by Article 15 of the Local 724 Agreement of 2010.

Theatrical motion pictures, the principal photography of which commenced in the period between August 1, 2012 and July 31, 2015, shall be governed by Article 15 of the Local 724 Agreement of 2012.

Theatrical motion pictures, the principal photography of which commenced in the period between August 1, 2015 and July 31, 2018, shall be governed by Article 15 of the Local 724 Agreement of 2015.

Theatrical motion pictures, the principal photography of which commenced in the period between August 1, 2018 and July 31, 2021, shall be governed by Article 15 of the Local 724 Agreement of 2018.

Theatrical motion pictures, the principal photography of which commenced in the period between August 1, 2021 and July 31, 2024, shall be governed by Article 15 of the Local 724 Agreement of 2021.

Theatrical motion pictures, the principal photography of which commences in the period between August 1, 2024 and July 31, 2027, shall be governed by Article 15 of this Agreement.

Notwithstanding the wording of the second paragraph of paragraph (a) of Article XIX of the 1973 IATSE Basic Agreement, it was the intention and understanding of the parties that the allocation of the percentage payments as provided for in paragraph (b) of said Article XIX of the 1973 IATSE Basic Agreement was to apply to accountable receipts received by Producer between February 1, 1973 and February 1, 1976 derived from the distribution on free television of all applicable theatrical motion pictures, the principal photography of which commenced after January 31, 1960, regardless of which IATSE Basic Agreement applies. Because of such wording, however, a Producer may have allocated certain "percentage payments" in the proportion of seventy-five percent (75%) to the Motion Picture Industry Pension Plan and twenty-five percent (25%) to the Motion Picture Health and Welfare Fund, instead of fifty percent (50%) to the Pension Plan and fifty percent (50%) to the Motion Picture Industry Retiree Health and Welfare Fund. If the Producer did so allocate "percentage payments," such Producer shall, insofar as it is concerned, be deemed to have complied with its obligations to the applicable provisions of the 1973 IATSE Basic Agreement, but the Pension Plan shall refund to the Retiree Health and Welfare Fund one-third (⅓) of the seventy-five percent (75%) so allocated to the Pension Plan, and the Welfare Fund shall refund to the Retiree Health and Welfare Fund the whole of the twenty-five percent (25%) so allocated to the Welfare Fund.

The following provisions of this Article 15 relate and apply only to theatrical motion pictures produced by Producer with employees employed by Producer under this Agreement, the principal photography of which commenced on or after August 1, 2024, which motion pictures for the first time are, either during the term hereof or at any time thereafter, released to free television. (Such motion pictures are referred to in this Article as the "motion picture" or "motion pictures.") In addition, the allocation of percentage payments provided for in subparagraph (b)(1) of this Article 15 shall apply to all monies payable on and after August 1, 2024 for the distribution on free television of all motion pictures referred to in this subparagraph (a), regardless of which Local 724 Agreement governs.

(b) (1) As to each such motion picture (other than a motion picture included in a "qualifying transaction" described in Article 21A.), the Producer will pay nine percent (9%), hereinafter referred to as the "percentage payment," of the Producer's accountable receipts from the distribution of such motion picture on free television, computed as hereinafter provided to the Motion Picture Industry Pension and Health Plans, to be allocated as follows:

(i) First, to the defined benefit plan to fund the cost of: (A) the two (2) additional checks (*i.e.*, a 13th and 14th check) which were granted to all employees who retired prior to August 1, 2000 pursuant to the provisions of Article 12(f)(2) of the 2001 Producer-Studio Utility Employees, Local 724 Agreement with any amounts remaining as of December 31, 2024 amortized over eight (8) years; (B) the two additional checks (i.e., a 13th and 14th check) which were granted to all employees who retired prior to August 1, 2003 pursuant to the provisions of Article 12(f)(1)(ii) of the 2004 Producer-Studio Utility Employees, Local 724 Agreement with any amounts remaining as of December 31, 2024 amortized over eight (8) years; (C) the two additional checks (i.e., a 13th and 14th check) which were granted to all employees who retired prior to August 1, 2006 pursuant to the provisions of Article 12(f)(1)(ii) of the 2007 Producer-Studio Utility Employees, Local 724 Agreement, with any amounts remaining as of December 31, 2024 amortized over eight (8) years; and (D) the two additional checks (*i.e.*, a 13th and 14th check) which were granted to all employees who retired on or before August 1, 2009 pursuant to the provisions of Article 12(f) of the 2010 Producer-Studio Utility Employees, Local 724 Agreement, with any amounts remaining as of December 31, 2024 amortized over eight (8) years.

(ii) Then, next, to the Retired Employees Fund to the extent needed to fund an eight (8) month reserve.

(iii) Then, next, to the defined benefit plan to fund the cost of (A) the two additional checks (*i.e.*, a 13th and 14th check) granted in 2017 to all employees who retired on or before August 1, 2009 pursuant to the provisions of Article 12(f)(2) of the 2015 Producer - Studio Utility Employees, Local 724 Agreement, with any amounts remaining as of December 31, 2024 amortized over eight (8) years; (B) the two additional checks (*i.e.*, a 13th and 14th check) granted to all employees who retired on or before August 1, 2009 pursuant to the provisions of Article 12(f)(2) of the 2018 Producer – Studio Utility Employees, Local 724 Agreement, with any amounts remaining as of December 31, 2024 amortized over eight (8) years; (C) the two additional checks (*i.e.*, a 13th and 14th check) granted to all employees who retired on or before August 1, 2009 pursuant to the provisions of Article 12(f)(2) of the 2021 Producer – Studio Utility Employees, Local 724 Agreement, with any amounts remaining as of December 31, 2024 amortized over eight (8) years; and (D) the two additional checks (*i.e.*, a 13th and 14th check), or one additional check (a 13th check), granted during the term of this Agreement to all employees who retired on or before August 1, 2009 pursuant to the provisions of Article 12(f)(2) of this Agreement, amortized over eight (8) years.

(iv) Then, next, to the Active Employees Fund to the extent needed to fund a six (6) month reserve.

(v) Then, next, to the defined benefit pension plan to the extent that Supplemental Markets and New Media (as defined in Article III of Exhibit A of the Trust Agreement) monies are insufficient to fund the twenty-three percent (23%) increase in the defined benefit plan granted to active employees pursuant to the provisions of Article 12(f)(1)(i) of the 2001 Producer-Studio Utility Employees, Local 724 Agreement, the fifteen percent (15%) increase in the defined benefit plan granted to active employees pursuant to the provisions of Article 12(f)(1)(i) of the 2004 Producer-Studio Utility Employees, Local 724 Agreement and the ten percent (10%) increase in the defined benefit plan granted to active employees pursuant to the provisions of Article 12(f)(1)(i) of the 2007 Producer-Studio Utility Employees, Local 724 Agreement.

(vi) Then, next, to the Active Employees Fund of the Health Plan.

On an annual basis during the term of this Agreement, the Alliance of Motion Picture and Television Producers, the IATSE and the Chair of the Basic Crafts (on behalf of the Basic Crafts Group), shall jointly review this allocation in conjunction with the allocation to the Health Plan of Supplemental Markets payments. Any agreement on any reallocation of such monies mutually agreed upon by all of these parties shall become a part of this Agreement. The term "Basic Crafts Group," as used herein, refers to those unions (other than the IATSE) noted in this Article 15(e).

Exhibit A of each of the Pension Plan, Individual Account Plan and Health Plan (and the mechanical issues addressed therein), has been amended to express the agreements of the bargaining parties with respect to the foregoing allocation.

(2) The term "Producer's gross," as used herein, means the worldwide total gross receipts of Producer derived from the distributor of such motion picture (who may be the Producer or a distributor licensed by the Producer) from licensing the right to exhibit the motion picture on free television. If the distributor of the motion picture does not distribute the motion picture directly to free television, but employs a sub-distributor to so distribute the motion picture, then the "Producer's gross" shall be the worldwide total gross receipts derived from such sub-distributor from licensing the right to exhibit the motion picture on free television. In case of an outright sale of the free television distribution rights for the entire world, or any territory or country, the income derived by the seller from such sale, but not the income realized by the purchaser or licensee of such rights, shall be the "Producer's gross." If any such outright sale shall include free television exhibition rights, and other rights, then (but only for the purpose of the computation required

hereunder) the Producer shall allocate to the free television exhibition rights a fair and reasonable portion of the sales price which shall, for the purpose hereof, be the "Producer's gross." In reaching such determination, Producer may consider the current market value of free television exhibition rights in comparable motion pictures. If the Motion Picture Industry Pension and Health Plans shall contend that the amount so allocated was not fair and reasonable, such claim may be determined by submission to arbitration as herein provided and, in the event the Board of Arbitration shall find that such allocation was not reasonable and fair, it shall determine the fair and reasonable amount to be so allocated. If the outright sale includes free television distribution rights to more than one motion picture, Producer shall likewise allocate to each motion picture a fair and reasonable portion of the sales price of the free television rights and, if the Motion Picture Industry Pension and Health Plans contend that such allocation is not fair and reasonable, the question may be determined by submission to arbitration as above provided. If the Board of Arbitration shall find that such allocation was not fair and reasonable, it shall determine the fair and reasonable amount to be so allocated to each motion picture. The price received on the outright sale of only free television distribution rights in a single motion picture shall not be subject to arbitration. Sums paid to any advertising agency in connection with any exhibition of a motion picture on free television shall not be included in Producer's gross.

(3) The term "accountable receipts," as used herein, means the balance of the Producer's gross after deducting an arbitrary forty percent (40%) of the Producer's gross for distribution fees and expenses; except that in the case of an outright sale of free television distribution rights, there shall be deducted only an arbitrary ten percent (10%) of the Producer's gross for sales commissions and expenses of sale.

(4) Producer's obligation shall accrue hereunder only after accountable receipts are received by the Producer, but as to foreign receipts, such obligation shall accrue only when such receipts can be freely converted to U.S. dollars and are remitted to the United States and, until such time, no frozen foreign receipts shall be included in accountable receipts. Payments of amounts accruing hereunder shall be made quarterly on the basis of quarterly statements, as hereinafter provided. Frozen foreign receipts from free television shall be deemed to be released on a first-in, first-out basis, unless the authorities of the foreign country involved designate a specific period that would render such basis inapplicable. Such released funds shall be allocated between the motion picture and other motion pictures distributed by the distributor in the same ratio that receipts derived from the distribution of the motion picture on free television within the foreign country bear to the total receipts derived from the distribution of the motion picture and all other motion pictures on free television within the foreign country,

during the applicable period, unless the authorities of the foreign country involved require another method of allocation, in which case such other method shall be used. Foreign receipts shall be accounted for in U.S. dollars at the rate of exchange at which such receipts are actually converted and remitted and, should any discounts, taxes, duties or charges be imposed in connection with the receipt or remittance of foreign funds, only so much of such funds as remain thereafter shall be included in accountable receipts. Producer shall not be responsible for loss or diminution of foreign receipts as a result of any matter or thing not reasonably within the control of the Producer. The Motion Picture Industry Pension and Health Plans shall be bound by any arrangements made in good faith by the Producer, or for its account, with respect to the deposit or remittance of foreign revenue. Frozen foreign receipts shall not be considered trust funds and the Producer may freely commingle the same with other funds of the Producer. No sums received by way of deposits or security need be included in Producer's gross until earned, but when the Producer is paid a non-returnable advance by a distributor, such advance shall be included in the Producer's gross.

(5) If any license or outright sale of exhibition rights to the motion picture on free television includes as a part thereof any filmed commercial or advertising material, the Producer shall be permitted to allocate a reasonable amount (in accordance with then current standard charges in the industry) to such commercial or advertising material and the amount so allocated shall not be included in Producer's gross hereunder.

(6) Such payments made hereunder to the Motion Picture Industry Pension and Health Plans are not and shall not in any manner be construed to be wages due to any individual employee, nor in any manner be liable for or subject to the debts, contracts, liabilities or torts of any employee.

(7) Within a reasonable time after the close of the calendar or fiscal quarter, but not exceeding sixty (60) calendar days, Producer will furnish to the Motion Picture Industry Pension and Health Plans written reports showing the Producer's gross received from the sale, lease, license and distribution (whether by Producer or a distributor) of each such motion picture on free television. Such reports shall be furnished quarterly during each fiscal or calendar quarter of the Producer. Concurrently with the furnishing of each such report, the Producer will make the payments shown to be due by such report. All required payments shall be made by check payable to the order of and delivered to the Motion Picture Industry Pension and Health Plans. Each such quarterly statement shall designate the title of the motion picture involved. On request, the Producer shall make available to the

Motion Picture Industry Pension and Health Plans all accounting statements delivered by a distributor to the Producer, but only insofar as such statements relate to the Producer's gross. The Motion Picture Industry Pension and Health Plans shall have the right, at reasonable times, to examine the books and records of Producer insofar as they relate to the Producer's gross. Producer shall not be required to furnish any quarterly statement hereunder with respect to the motion picture prior to Producer's receipt of any Producer's gross with respect to the motion picture, or for any quarterly period during which no Producer's gross from the motion picture is received by the Producer.

(8) If the Producer shall sell, assign, transfer or otherwise dispose of the distribution rights to such motion picture on free television, or shall license the distribution rights to the motion picture on free television, Producer shall obtain from the buyer, licensee or distributor a separate agreement, made expressly for the benefit of the Motion Picture Industry Pension and Health Plans, as herein provided, requiring such buyer, licensee or distributor to comply with the provisions of this Article 15. Such agreement shall be in substantially the following form:

"The undersigned, ______________________________
(insert name of buyer, licensee or distributor)
herein for convenience referred to as the "Buyer," hereby agrees with ______________________________
(insert name of Producer)
that all theatrical motion pictures covered by this Agreement are subject to the provisions of Article 15 of the "Producer - Studio Utility Employees, Local 724 Agreement of 2024" relating to payments to the Motion Picture Industry Pension and Health Plans on release of a theatrical motion picture to free television; and, the said buyer hereby agrees, expressly for the benefit of the Motion Picture Industry Pension and Health Plans to abide by and perform the provisions of Article 15 of said Agreement and make said payments required thereby. It is expressly understood that the rights of Buyer to exhibit or license the exhibition of such motion pictures on free television shall be subject to and conditioned upon the payment to the Motion Picture Industry Pension and Health Plans, as provided in Article 15 of said Agreement, and it is agreed that said Motion Picture Industry Pension and Health Plans shall be respectively entitled to injunctive relief and damages against Buyer in the event such respective payments are not made.

"The undersigned agrees to keep or have access to complete records showing the income derived from the distribution of such motion pictures on free television within the entire territory for which Buyer is granted such rights and the Motion Picture Industry Pension and Health Plans shall have the right at all reasonable times to inspect such records. The undersigned shall give the Motion Picture Industry Pension and Health Plans prompt written notice of the date on which each motion picture covered hereby is first telecast on free television. An inadvertent failure to comply with said requirement of notice shall not constitute a default by the undersigned hereunder, provided such failure is cured promptly after notice thereof from the Motion Picture Industry Pension and Health Plans."

Producer agrees to give notice to the Motion Picture Industry Pension and Health Plans within thirty (30) days of each sale, transfer or license of the distribution rights to such a motion picture on free television, with the name and address of the buyer, assignee or distributor, and to deliver to the Motion Picture Industry Pension and Health Plans an executed copy of each assumption agreement entered into by the Producer. An inadvertent failure on the part of the Producer to comply with any of the provisions of this subparagraph (8) shall in no event constitute a default by the Producer hereunder or a breach of this Agreement, provided that such failure is cured promptly after notice thereof from the Motion Picture Industry Pension and Health Plans.

Upon delivery of such assumption agreement, and on condition that the Motion Picture Industry Pension and Health Plans approves in writing the financial responsibility of the buyer, Producer, or any subsequent owner obtaining the execution of such an assumption agreement, shall not be further liable to the Motion Picture Industry Pension and Health Plans for the keeping of any such records or the required payments insofar as they relate to the broadcast of the motion picture on free television; and, the Motion Picture Industry Pension and Health Plans agrees to look exclusively to the party last executing such an assumption agreement for the keeping of such records and payments.

(9) With respect to such motion picture, Producer agrees either to:

(i) include in any chattel mortgage, pledge or other lien or security agreement covering the motion picture, a provision made expressly for the benefit of the Motion Picture Industry Pension and Health Plans to the effect that the chattel mortgagee, pledgee, lien or security holder agrees that if such mortgage, pledge, lien or security agreement is foreclosed, and such mortgagee, pledgee, lien or security holder thereby obtains title to the motion picture and subsequently exhibits the motion picture on free television, then in such event, after such mortgagee, pledgee, lien or security holder has recouped its loan so secured, plus interest and all costs and expenses incident to foreclosure, such mortgagee, pledgee, lien or security holder will be bound by the provisions of this Article 15 with respect to payments to the Motion Picture Industry Pension and Health Plans thereafter becoming due and payable hereunder; provided, however, that nothing herein contained shall prevent such mortgagee, pledgee, lien or security holder who has acquired title to the motion picture from thereafter making a sale of the motion picture to a third party free and clear of any limitations or obligations whatsoever. Except as otherwise provided in this subsection (i), the rights of the Motion Picture Industry Pension and Health Plans shall be subordinate to the rights of such mortgagee, pledgee, lien or security holder; or

(ii) in the alternative, be bound by the provisions of this Article 15 with respect to payments to the Motion Picture Industry Pension and Health Plans, if any, due after such foreclosure shall have been made. In the event Producer elects this alternative, the provisions of subsection (i) above shall be inapplicable, and if the provisions referred to in subsection (i) above are not included in any such chattel mortgage, pledge, lien or security agreement, Producer shall be deemed to have elected the alternative provided for in this subsection (ii).

In the event of a foreclosure referred to in subsection (i) above, should the Producer distribute the motion picture for such mortgagee, pledgee, lien or security holder, Producer shall be bound during the period of such distribution by the provisions of this Article 15 with respect to payments due hereunder, to the same extent as the mortgagee, pledgee, lien or security holder under subsection (i) above. Any such payments made by the Producer as the distributor shall be credited against any obligation of the mortgagee, pledgee, lien or security holder that may be due or become due to the Motion Picture Industry Pension and Health Plans under subsection (i) above; it being understood that the Motion Picture Industry Pension and Health Plans shall be entitled to such respective payments but once.

The foregoing provisions of this subparagraph (9) shall not apply to any motion picture subject to any security instrument in existence on January 31, 1965.

(10) If, after January 31, 1976, the Producer enters into a contract with a so-called "independent producer" for the production and financing of a theatrical motion picture and the distribution thereof by the Producer or for the furnishing of all the employees covered

hereunder who are to be used in such theatrical motion picture (such contract being hereinafter referred to as an "independent contract"), Producer will include in such independent contract an agreement on the part of the independent producer, expressly for the benefit of the Motion Picture Industry Pension and Health Plans, that the independent producer will pay, on behalf of Producer, in the manner herein provided, the amounts, if any, required to be paid under the provisions of this Article 15 with respect to such motion picture. If such agreement on the part of the independent producer be not included in any independent contract prior to the exhibition of the motion picture on free television, the Producer shall be liable and responsible for the payments, if any, required to be made under the provisions of this Article 15 with respect to such motion picture. If such agreement on the part of the independent producer is included in the independent contract prior to exhibition of the motion picture on free television, then the Producer shall not be liable or responsible in any manner or to any extent with respect to the motion picture under the provisions of this Article 15. The Producer will notify the Motion Picture Industry Pension and Health Plans of any and all such independent contracts entered into by the Producer.

(c) With respect to theatrical motion pictures covered under this Article 15 and notwithstanding any provision in section (b) above to the contrary, the following shall govern the computation and remittance of the "percentage payment" as that term is defined in section (b) above:

(1) Definitions. For purposes of this section (c) and for no other purpose, the following terms shall have the meanings set forth below:

(i) "Production" or "produce" shall include both production and pre-production functions, but not post-production or distribution functions.

(ii) "Prorate" or "proration" shall mean the computation of the percentage payment by multiplying nine percent (9%) of accountable receipts by a fraction whose numerator consists of the total below-the-line labor cost of individuals subject to the IATSE Basic Agreement or hired from the jurisdiction of the union locals referred to in section (e) below working on the picture (whether in production or post-production but excluding distribution -- distribution, for the purposes of this Article, shall include all laboratory work other than that performed by employees charged directly to a picture) and whose denominator consists of the total below-the-line labor cost of all individuals working on the picture in job categories referred to either in the IATSE Basic Agreement or in the other collective bargaining agreements between Producer and the West Coast Studio Locals or between Producer and the unions referred to in section (e) below (whether in production or post-production but excluding distribution -- distribution, for the purposes of this Article, shall include all laboratory work other than that performed by employees charged directly to a picture).

(iii) "Individuals subject to the Basic Agreement" and "employees employed by Producer under this Agreement" include all persons working on the motion picture under the terms of the IATSE Basic Agreement or hired from the jurisdiction of union locals referred to in section (e) below who are hired to perform services in Los Angeles or hired in Los Angeles to perform services at a distant location whether hired by a Producer itself or employed indirectly by a Producer through loan-outs, payroll companies or comparable employing agents; provided, however, that individuals not specifically charged to the motion picture or who are included in general overhead and individuals such as projectionists, drivers and publicists engaged primarily in off-location services during the production of the motion picture are not included in the terms "made with two or more individuals subject to the IATSE Basic Agreement" or "Los Angeles production crew" as those terms are used in subsection (c)(3) below and are not included in either the numerator or denominator of the proration fraction described above.

(iv) "Foreign" means any theatrical motion picture for which twenty percent (20%) or more of the shooting days of principal photography takes place in a country other than the United States, its territories or Canada.

(v) "Domestic" means any theatrical motion picture which is not foreign.

(vi) "Los Angeles production crew," for purposes of determining whether percentage payments on domestic pictures may be prorated, shall mean persons hired from the jurisdiction of the IATSE West Coast Studio Locals or hired from the jurisdiction of the union locals referred to in section (e) below, employed by the Producer in production.

(vii) "Entire production crew," as such term is used herein, shall mean all individuals in job categories referred to either in the IATSE Basic Agreement or in the other collective bargaining agreements between Producer and the West Coast Studio Locals or between Producer and the unions referred to in section (e) below employed by the Producer on the production of the motion picture in question.

(viii) "Other collective bargaining agreements between Producer and the West Coast Studio Locals" means only those Local Agreements subject to the IATSE Basic Agreement.

(2) Foreign Pictures. Percentage payments shall be made on a prorated basis for any foreign picture made with two or more individuals subject to the IATSE Basic Agreement.

(3) Domestic Pictures.

(i) If two or more individuals subject to the IATSE Basic Agreement are employed on a domestic picture, it will be subject to liability for percentage payments to the extent hereinafter provided.

(ii) Except as provided in subsection (c)(3)(iii) below, percentage payments on domestic pictures will be nine percent (9%) of accountable receipts.

(iii) Percentage payments on a domestic picture shall be made on a prorated basis in either of the following events:

(A) If a majority of the shooting days of principal photography on the motion picture occurred inside the following states - Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Texas, Utah, Washington and Wyoming - and the Los Angeles production crew, as defined above, consists of twenty-nine (29) or fewer individuals. In determining whether twenty-nine (29) or fewer individuals are employed on the picture, the following shall be excluded: make-up artists, hairdressers and costumers who are specifically required to be furnished by the Producer in accordance with the personal service contract of an actor and those individuals engaged in post-production or distribution functions, including, but not limited to, editing and looping regardless of where or when those functions are performed; or

(B) If a majority of the shooting days of principal photography on the motion picture occurred outside of the following states -- Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Texas, Utah, Washington and Wyoming.

The Basic Crafts Unions shall have the right to reinstate the conditions for proration set forth in the Studio Utility Employees, Local 724 Agreement of 1988, as amended, if, after study and review by a joint Basic Crafts Union - AMPTP Committee, it is determined that the foregoing proration provisions have an adverse economic impact on the Pension and Health Plans. If the proration provisions under the 1988 Agreement, as amended, are reinstated, such provisions shall apply to domestic motion pictures which commence principal photography more than one hundred twenty (120) days after termination of the proration provisions set forth above.

(iv) As to any domestic picture on which the Producer intends to make percentage payments on a prorated basis, an Application to Prorate shall be delivered by the Producer to the Administrator of the Pension and Health Plans on or before the date the first percentage is due to the Plans from Producer. Said Application shall contain the following information: If the right to prorate is based upon the provisions of subsection (c)(3)(iii)(A) above, the aggregate salaries paid to the Los Angeles production crew and the aggregate salaries paid to the entire production crew; the number of individuals on the Los Angeles production crew; the number and job classifications of those individuals excluded pursuant to the provisions of subsection (c)(3)(iii)(A) above; the number of shooting days of principal photography occurring in the states listed in subsection (c)(3)(iii)(A) above; and the total other shooting days and the states in which said other shooting days occurred. If the right to prorate is based upon the provisions of subsection (c)(3)(iii)(B) above, the aggregate salaries paid to the Los Angeles production crew and the aggregate salaries paid to the entire production crew; the number of shooting days of principal photography occurring in the states listed in subsection (c)(3)(iii)(B) above; and the total other shooting days and the states in which said other shooting days occurred. If an Application to Prorate is submitted later than the dates specified above, it will nonetheless be deemed granted if the identified picture meets said criteria; provided, however, that, if the Administrator of the Pension and Health Plans deems it necessary, the Administrator may require a Producer submitting a late Application to Prorate to allow a special audit of the percentage payments due and the Motion Picture Industry Pension and Health Plans shall be reimbursed by the Producer for all reasonable fees and expenses incurred by the Motion Picture Industry Pension and Health Plans in performing said audit.

(d) (1) Producer will furnish to the Motion Picture Industry Pension and Health Plans written reports showing the Producer's gross received from the sale, lease, license and distribution (whether by Producer or a distributor) on free television of each motion picture subject to the provisions of this Article. In the written reports filed with the Motion Picture Industry Pension and Health Plans, the Producer shall indicate whether it is prorating on each picture being reported and, if so, what proration percentage is being applied and the basis for the Producer's right to prorate -- *i.e.*, whether proration is being applied pursuant to subsection (c)(2) or pursuant to subsection (c)(3)(iii)(A) or pursuant to subsection (c)(3)(iii)(B) above. Such reports shall be furnished quarterly during each fiscal year of the Producer.

Concurrently with the furnishing of each such report, the Producer will make the payments shown to be due by such report. All required payments shall be made by check payable to the order of and delivered to the Motion Picture Industry Pension and Health Plans. Each such quarterly statement shall designate the title of the motion picture involved. On request, the Producer shall make available to the Motion Picture Industry Pension and Health Plans all accounting statements delivered by a distributor to the Producer, but only insofar as such statements relate to the Producer's gross. The Motion Picture Industry Pension and Health Plans shall have the right, at reasonable times, to examine the books and records of Producer insofar as they relate to the Producer's gross and -- as to any motion picture for which Producer assumes as Buyer the obligation to make percentage payments pursuant to subsection (b)(8) above -- the documents reflecting or effectuating the purchase; provided that, with respect to these latter documents, the Producer may require the persons examining them to execute reasonable agreements to respect their confidentiality. Producer shall not be required to furnish any quarterly statement hereunder with respect to the motion picture prior to Producer's receipt of any Producer's gross with respect to the motion picture, or for any quarterly period during which no Producer's gross from the motion picture is received by the Producer.

(2) For each motion picture produced by Producer which the Producer plans to prorate (whether proration is being applied pursuant to subsection (c)(2) or pursuant to subsection (c)(3) above) for three (3) years after either the date of the first quarterly report showing a percentage payment on such motion picture or the receipt by the Motion Picture Industry Pension and Health Plans of the Producer's written request for audit of the percentage payments due, Producer shall maintain and make available to the Motion Picture Industry Pension and Health Plans and their auditors the following information: the names of the employees on the Los Angeles production crew; the names of the employees on the entire production crew; the names of all individuals subject to the IATSE Basic Agreement working on the motion picture (whether in pre-production, production or post-production functions); the names of all individuals who were not subject to the IATSE Basic Agreement but who worked on the motion picture in job categories referred to either in the IATSE Basic Agreement or in the other collective bargaining agreements between Producer and the West Coast Studio Locals or between Producer and the unions referred to in section (e) below; the total below-the-line labor costs of individuals subject to the IATSE Basic Agreement (whether in pre-production, production or post-production functions); and, the total below-the-line labor costs of all individuals working on the motion picture in job categories referred to either in the IATSE Basic Agreement or in the other collective bargaining agreements between Producer and the West Coast Studio

Locals or between Producer and the unions referred to in section (e) below.

(3) As to any motion picture subject to section (c) above for which Producer assumes the obligation to make percentage payments pursuant to subsection (b)(8) above, if Producer wishes to prorate its percentage payments for such motion picture, it shall obtain the records provided for in subsection (d)(2) above from the Producer of such motion picture.

(e) The provisions of this Article 15 were negotiated by the following unions for the benefit of the Motion Picture Industry Pension and Health Plans:

International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its territories and Canada; Studio Transportation Drivers, Local 399 of International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America; Local 40 of International Brotherhood of Electrical Workers; Local 724 of the Laborers' International Union of North America; Local 755 of the Operative Plasterers and Cement Masons International Association of United States and Canada; and, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of United States and Canada, Local 78.

Any reference in any other collective bargaining agreement (whether with one of the above unions or any other union or guild) to a "percentage payment" to the Motion Picture Industry Pension and Health Plans for the exhibition on free television of Post '60 Theatrical Motion Pictures, is and shall be deemed to be a reference to the "percentage payment" as set forth in this Article 15, which amount is the only amount, in the aggregate, which the Producer and all such unions have agreed upon for the benefit of the Motion Picture Industry Pension and Health Plans.

The compliance by Producer with the conditions set forth in this Article 15 likewise constitutes compliance as to all the unions.

(f) Notwithstanding anything herein to the contrary, the parties hereby confirm the following understanding and practices of the Producers with respect to the Post '60s provisions:

(1) Article 15 does not require a percentage payment to be made with respect to motion pictures on which the only employees employed under the Basic Agreement performed post-production (including editorial) work; and

(2) Article 15 does not require percentage payments to be made with respect to motion pictures which are produced by a producer which is not signatory to the Basic Agreement or the Basic Crafts Agreements.

ARTICLE 16. Policy, Applicability of Agreement and Subcontracting

(a) The purposes of this Article are to protect and preserve the work opportunities available to employees covered by this Agreement who have traditionally and historically performed the work covered by the classifications and job duties set forth in the IATSE Basic Agreement, the Videotape Electronics Supplemental Basic Agreement ("Videotape Agreement"), and the West Coast Studio Local and Basic Crafts Agreements.

These purposes are accomplished as follows:

(b) Policy

It is the policy of the Producer not to evade intentionally the provisions of the IATSE Basic Agreement, the Videotape Agreement, and the West Coast Studio Local and Basic Crafts Agreements by participating in the production of a motion picture, by providing financing or the guarantee thereof for the production of said motion picture, which picture has direct labor costs for bargaining unit work (other than a minimal amount) less favorable than those provided for under the IATSE Basic Agreement, the Videotape Agreement, and the West Coast Studio Local and Basic Crafts Agreements or other applicable collective bargaining agreements.

Nothing in this Article shall be deemed to extend the scope or jurisdiction of the IATSE Basic Agreement, the Videotape Agreement, the West Coast Studio Local or the Basic Crafts Agreements.

Negative pick-up transactions, distribution transactions, and production-distribution transactions which are *bona fide* are not covered by this Article 16, except that in the event the Producer enters into a production-distribution transaction, by providing financing or the guarantee thereof for the production of a motion picture under this Section, then the Producer shall notify the IATSE and Basic Crafts in writing at least thirty (30) days prior to the commencement of principal photography, providing the name of such motion picture, the name of the Producer and corporate entity and/or principals. If there are unusual circumstances in which the Producer cannot give such thirty (30) days notice, the Producer shall give at least ten (10) days notice prior to the commencement of principal photography.

(c) Applicability of Agreement

This Agreement shall be binding on the signatories hereto and all parties who by reason of mergers, consolidations, reorganizations, sale, assignment or the like shall succeed to, or become entitled to, a substantial part of the production business of any signatory, in and limited to Los Angeles County, California.

(d) Subcontracting

The parties recognize the existence of past subcontracting practices within the multi-employer bargaining unit. The parties agree that the rights, limitations and restrictions upon subcontracting practices set forth in the Basic Crafts Agreements shall remain in effect.

The Producer, as a matter of preservation of work for employees who have historically and traditionally performed work under the crafts and classifications as set forth in the Basic Crafts Agreements, agrees that as to bargaining unit work of a type which has not heretofore been subcontracted in the multi-employer bargaining unit, the Producer will subcontract such bargaining unit work to any other person, corporation, joint venture or entity only: (1) if the Producer first notifies the Chair of the Basic Crafts and the Union, when applicable, in writing of its intention to subcontract, and (2) the direct labor costs of the person, corporation, joint venture or entity who will perform such work under said subcontract are not less than the direct labor costs set forth in the Basic Crafts Agreements or other applicable collective bargaining agreements; or (3) if the Producer lacks the requisite technology, facilities or equipment to perform the work. In addition, the Producer agrees, effective November 1, 2024, to notify the Chair of the Basic Crafts and the Union in writing of its intention to subcontract bargaining unit work of a type that has heretofore been subcontracted in the multi-employer bargaining unit. Except with respect to such notice, nothing in the preceding sentence shall alter the parties' rights, limitations and restrictions with respect to subcontracting under this Article 16(d).

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

(f) A complaint by the IATSE or the Basic Crafts of a violation of this Article shall be submitted within fifteen (15) days after a written request to a special Producer-IATSE or Basic Crafts Committee for a resolution. The Producer's representation on the Committee shall consist of the AMPTP and the Producer involved in the complaint. Upon agreement by the AMPTP, the Producer involved and the IATSE or the Basic Crafts, the decision of the Committee shall be final and binding on the Producer involved and the IATSE or the Basic Crafts. If no resolution is reached by the Committee, the IATSE or Basic Crafts shall have the right to submit the dispute to a final and binding regular arbitration procedure as set forth in Article 7(b) of this Agreement.

ARTICLE 17. Charitable Contributions

Deductions made by Producer from the employee's pay check for charitable institutions shall be paid by Producer to such institutions within two (2) weeks after such deductions are made from the pay check. The Union shall give the Producer notice of any such failure to pay the institution and if the Producer fails to make such required payment within seven (7) days after such notice, such failure shall be deemed to be a breach of this Agreement by such delinquent Producer.

As to those Producers who, by prior arrangement with the respective institution or institutions, make such payments on a quarterly or other basis, then such above-mentioned two (2) week period shall be extended to the quarterly or other time basis as so arranged.

ARTICLE 18. Contract Services Administration Trust Fund

(a) Producer shall pay to the Industry Pension Plan through its Administrator, as agent for transmittal to Contract Services Administration Trust Fund ("CSATF"), sixty cents ($0.60) per hour for each hour worked by or guaranteed an employee by such Producer during the period commencing August 1, 2024 to and including August 3, 2024, sixty-three cents ($0.63) per hour for each hour worked by or guaranteed an employee by such Producer during the period commencing August 4, 2024 to and including August 1, 2026 and sixty-six cents ($0.66) per hour for each hour worked by or guaranteed an employee by such Producer during the period commencing August 2, 2026 to and including July 31, 2027 for employees who are subject to the Retired Employees Fund (on the same weekly and daily formula as the contributions paid under the Retired Employees Fund); provided, however, that in place and stead of the above cents per hour payments, such payments with respect to employees of laboratories shall be at the rate of one and seven-tenths cents ($0.017) per hour during the period commencing August 1, 2024 to and including August 3, 2024, one and seventy-nine hundredths cents ($0.0179) per hour during the period commencing August 4, 2024 to and including August 1, 2026 and one and eighty-seven hundredths cents ($0.0187) per hour during the period commencing August 2, 2026 to and including July 31, 2027.

The Producers have established CSATF for the purpose of providing a Fund to be used for the administration of apprenticeship and other training programs within the motion picture industry; maintenance of appropriately classified and delineated seniority rosters within the motion picture industry; administration of safety programs and studies within the motion picture industry; administering and financing physical examinations in connection with any uniform industry retirement programs; and, generally, for the carrying on of similar such programs for the administration of other industry-wide services, studies or education. Such Trust Fund shall be administered by a Board of Trustees who shall be appointed by the Alliance of Motion Picture and Television Producers.

The parties agree that CSATF shall provide required safety training to individuals listed on the Industry Experience Roster created pursuant to Paragraph 68(b) of this Agreement. The Union shall be given an opportunity to provide input to CSATF with respect to the safety training courses required for each of its classifications and the curriculum for those courses.

A $20.00 per hour stipend shall be paid to any individual for attending CSATF required safety training classes during non-work time. Effective January 1, 2025, the applicable stipend shall increase to $25.00 per hour. The stipend shall be paid to each individual in a single check within thirty (30) days following completion of all safety classes required for that individual's job classification. It is understood that any check so issued shall include payment for Course A of the Safety Pass Program, whether completed before or after the individual was placed on the Industry Experience Roster.

A $20.00 per hour stipend shall be paid to any individual who attends required harassment prevention training administered by CSATF during non-working time. Effective January 1, 2025, the applicable stipend shall increase to $25.00 per hour.

(b) CSATF shall provide Second Step grievance services.

(c) The money received by the Administrator of the Industry Pension Plan from such payments, as above provided, shall be kept separate and apart from any funds of the Industry Pension Plan and shall forthwith be paid to CSATF.

Such money so paid by Producer shall not constitute nor be deemed to be wages due to the individual employees nor shall said money so paid be in any manner liable for or subject to the debts, contracts, liabilities or torts of such employees.

The Producers shall provide the Basic Crafts with the CSATF certified annual financial statements and its quarterly activity statement.

Upon a joint request by the IATSE and the Basic Crafts, the committee of the IATSE and Basic Crafts, not to exceed five (5) members, shall meet with the Executive Committee of the CSATF Board of Trustees to discuss CSATF quarterly activities statement and other matters related to CSATF that may arise. Such a meeting shall be held on an *ad hoc* basis.

(d) All Industry Experience Rosters of those employees subject to CSATF are to be administered under CSATF.

Employees shall be required to complete Course A of the Safety Pass Program before being placed on the Industry Experience Roster.

(e) The Producers will establish a procedure whereby any interested party may contact CSATF to obtain information relative to the past employment of an individual on a specific motion picture. In response to such an inquiry, CSATF will make a good faith effort to contact the involved Producer and secure such information on behalf of the interested party. The Producer, on its part, will make a good faith effort to respond to such inquiries by CSATF.

(f) The Union shall provide CSATF with copies of any and all contracts that it enters into directly with a Producer.

(g) In the event that an individual contacts CSATF claiming that the individual did not receive a notification from CSATF, CSATF, after satisfying itself as to the identity of the individual, will email a copy of the notice to the individual. CSATF will copy the Union on such email transmission, barring any legal restrictions, such as privacy or other concerns. In addition, during the term of this Agreement, and barring any legal restrictions, such as privacy or other concerns, CSATF shall explore whether it is reasonably able to provide the Union with electronic access to CSATF's database of notices to its members.

The provisions of this Article are made expressly for the benefit of CSATF.

ARTICLE 18A. Training/Apprenticeship Programs

Producer agrees to recommend to CSATF that a training/apprenticeship program be established for Local 724.

ARTICLE 19. Implementation of Work Training Programs

A committee shall be convened for the purpose of formulating and implementing training programs.

ARTICLE 20. Labor-Management Meetings

The Producers and the Union agree to conduct meaningful labor-management meetings. A labor-management standing committee shall be established jointly by the Basic Crafts and the Producers which shall meet twice per year or on call of either the Basic Crafts or the Producers. A pre-meeting conference shall be held to review the subject matter of the agenda. The standing committee will set dates of each of its semi-annual meetings no later than January 15th of the year in which the meetings will be conducted.

ARTICLE 21. Supplemental Markets

(a) The provisions of this Article relate and apply only to motion pictures produced by Producer during the term hereof and subject to this Agreement:

(1) The principal photography of which commenced on or after August 1, 2024, which motion pictures are, either during the term hereof or at any time thereafter, released in Supplemental Markets (as defined below); and

(2) Produced with employees employed by Producer under this Agreement.

(3) Definition

The term "Supplemental Markets," as used in this Agreement, means only: The exhibition of motion pictures by means of cassettes (to the limited extent provided in subparagraph (i) of this paragraph (3)), or pay television, as those terms are hereafter defined in this paragraph (3), and the exhibition of television motion pictures on any commercial carrier such as commercial airlines, trains, ships and buses (referred to herein as "in-flight").

(i) Cassettes:

For the purposes of this Article, a cassette is any audio-visual device, including without limitation, cassette, cartridge, phonogram or other similar audio-visual device now known or hereafter devised, containing a motion picture (recorded on film, disc, tapes or other material) and designed for replay through a television receiver or comparable device. The sale or rental of cassettes for replay through a television receiver or comparable device in the home or in closed-circuit use, such as in hotel rooms, constitutes "Supplemental Markets."

(ii) Pay Television

The term "Pay Television," as used in this Article, shall mean exhibition on a home-type television screen by means of telecast, cable, closed circuit, satellite to home or CATV when a majority of licensed systems meet the following tests:

(a) a separate channel is provided for which the subscriber pays a separate fee (which fee is a substantial charge relative to other charges made to the subscriber) for that channel; and/or

(b) the subscriber pays for the motion picture or motion pictures selected (except that a motion picture or motion pictures selected for which only a token charge is made shall not be considered pay television); and/or

(c) the subscriber pays a fee for an encoded telecast, which fee is a substantial charge relative to other fees paid for encoded telecasts.

The foregoing tests cover those types of services and systems which exist in the industry today and are commonly understood in the industry today to be pay television services or systems.

The term "pay television," as used in this Article, shall also include the exhibition of motion pictures through a television receiver or comparable device by means of telecast, cable, closed circuit, satellite or CATV for which the viewing audience (whether by the individual viewer or by the hotel, motel, hospital or other accommodation where the viewer is) pays to receive the program by making a separate payment for such specific program. Exhibition in theaters or comparable places by such means is theatrical exhibition and shall not be considered pay television.

The term "Supplemental Markets" does not include the exhibition of a motion picture by cassette or otherwise over a television broadcast station or in theatrical exhibition, and for this purpose "theatrical exhibition" includes the educational market, the exhibition of theatrical motion pictures on any commercial carrier (referred to herein as "in-flight"), such as commercial airlines, trains, ships and buses, and other uses which have been traditionally considered theatrical exhibition of theatrical motion pictures, other than the specific home use hereinabove defined as the "Supplemental Markets" for cassettes.

Whenever reference is made in this Agreement to pay television, such reference shall be deemed to include only those uses of motion pictures as to which a charge is actually made to the subscriber for the program viewed, or for which the subscriber has the option, by additional payment, to receive special programming over one or more special channels. When no program charge or special channel charge is made to the subscriber in addition to the general charge, the transmission of motion pictures by telecast, cable, closed circuit, satellite or CATV is free television exhibition for the purposes of this Agreement, and such exhibition shall not be considered Supplemental Markets exhibition.

The Producers have agreed to the inclusion of "pay television" in the "Supplemental Markets" because, under the present pattern of distribution of motion pictures, "pay television" is supplemental to the primary market. The Producers reserve the right in future negotiations to contend that the pattern of release has changed so that "pay television" is no longer a Supplemental Market but constitutes or is a part of the primary market of distribution of motion pictures, and that, therefore, no additional payment pursuant to this Article 21 should be made with respect to the release of motion pictures (including those covered by this Agreement) in said market. Nothing herein shall limit the scope of negotiations on said subject. Furthermore, if the Producers in their collective bargaining agreement with the Directors Guild of America, Writers Guild of America or Screen Actors Guild-American Federation of Television and Radio Artists negotiate a provision treating pay-per-view exhibitions as part of the primary market, rather than supplemental markets, then such provision shall automatically be deemed included hereunder, based on a comparable formula as may have been applied in such DGA, WGA or SAG-AFTRA Agreement.

(b) (1) As to such motion pictures distributed in Supplemental Markets other than by means of cassettes (other than a motion picture included in a "qualifying transaction" described in Article 21A.), the following shall apply:

(i) The Producer will pay five and four-tenths percent (5.4%) (hereinafter referred to as the "percentage payment") of the

"Producer's gross" received therefrom, computed as hereinafter provided.

(ii) The term "Producer's gross," as used herein, means the worldwide total gross receipts derived by the distributor of the motion picture (who may be the Producer or a distributor licensed by the Producer) from licensing the right to exhibit the motion picture in Supplemental Markets other than by means of cassettes and including, in the case of a "foreign territorial sale" by the Producer, the income received from such sale by Producer but not the income received by "purchaser" or the "licensee."

(2) As to such motion pictures distributed in Supplemental Markets by means of cassettes (other than a motion picture included in a "qualifying transaction" described in Article 21A.), the following shall apply:

(i) The Producer will pay six and seventy-five hundredths percent (6.75%) of the "Producer's gross," as defined below, until the Producer's gross equals one million dollars ($1,000,000). Thereafter, Producer shall pay eight and one-tenth percent (8.1%) of "Producer's gross" in excess of one million dollars ($1,000,000).

(ii) If the Producer is the Distributor or the Distributor is owned by or affiliated with the Producer, the "Producer's gross" derived from the distribution of such motion pictures by cassettes shall be twenty percent (20%) of the worldwide wholesale receipts derived by the Distributor. In such cases, if the Distributor is also the retailer, a reasonable allocation of the retail gross receipts shall be made as between the Distributor as distributor and the Distributor as retailer, and twenty percent (20%) of the former only shall be deemed to be "Producer's gross." The reasonableness of such allocation shall be subject to arbitration and, in such arbitration, generally prevailing trade practices in the cassette industry with respect to dealings between non-related companies shall be relevant evidence.

If the Distributor is not the Producer and is not owned by or affiliated with the Producer, the "Producer's gross" shall be one hundred percent (100%) of the fees received by the Producer from licensing the right to distribute such motion picture by cassettes.

(3) The Producer's gross shall not include:

(i) Sums realized or held by way of deposit, as security, until and unless earned, other than such sums as are non-returnable;

(ii) Rebates, credits or repayments for cassettes returned (and, in this connection, the Producer shall have the right to set up a reasonable reserve for returns);

(iii) Sums required to be paid or withheld as taxes, in the nature of turnover taxes, sales taxes or similar taxes based on the actual receipts of such motion picture or on any monies to be remitted to or by the Producer, but there shall not be excluded from Producer's gross any net income tax, franchise tax or excess profit tax or similar tax payable by the Producer or such distributor on its net income or for the privilege of doing business;

(iv) Frozen foreign currency until the Producer shall either have the right to freely use such foreign currency, or Producer has the right to transmit to the United States such foreign currency from the country or territory where it is frozen. If such currency may be utilized or transmitted as aforesaid, it shall be deemed to have been converted to United States dollars at the rate of exchange at which said currency was actually transmitted to the United States as aforesaid, or, if not actually transmitted, then at the prevailing free market rate of exchange at the time such right to use or to transmit occurs. Frozen foreign currency shall be deemed to be unblocked on the basis of "first-in, first-out" unless otherwise allocated by local foreign fiscal authorities. Allocation of such unblocked funds as between revenue which serves as the basis of determining payments hereunder and other revenue shall be on a proportional basis, subject to different earmarking by local foreign fiscal authorities.

(v) Sums paid to any advertising agency in connection with any exhibition of a motion picture in Supplemental Markets.

(4) Such monies shall be paid to the Motion Picture Industry Health and Pension Plans and shall be allocated as follows:

(i) First, to the Pension Plan to fund the difference between (A) the "actuarially-required" contributions for the year, taking into account benefit increases and five (5) year vesting, and (B) the expected contributions for the Pension Plan year, subject to specified actuarial methods, provided that there are sufficient funds in the Active Employees Fund of the Health Plan to maintain benefits and a six (6) month reserve;

(ii) Then, next to the Retired Employees Fund of the Health Plan to the extent needed to fund an eight (8) month reserve;

(iii) Then, next, to the Pension Plan to the extent that Post '60s monies (as provided in Article 15(b)(1)(iii) of this Agreement) are insufficient to fund (A) the cost of the two additional checks (*i.e.*, a 13^{th} and 14^{th} check) granted in 2017 to all employees who retired on or before August 1, 2009 pursuant to the provisions of Article 12(f) of the 2015 Producer - Studio Utility Employees, Local 724 Agreement; (B) the cost of the two additional checks (*i.e.*, a 13^{th} and 14^{th} check) granted to all employees who retired on or before August 1, 2009 pursuant to the provisions of Article 12(f)(2) of the 2018 Producer-Studio Utility Employees, Local 724 Agreement; (C) the cost of the two additional checks (*i.e.,* a 13^{th} and 14^{th} check) granted to all employees who retired on or before August 1, 2009 pursuant to the provisions of Article 12(f)(2) of the 2021 Producer – Studio Utility Employees Local 724 Agreement; and (D) the cost of the two additional checks (*i.e.*, a 13^{th} and 14^{th} check), or one additional check (a 13^{th} check), granted to all employees who retired on or before August 1, 2009 pursuant to the provisions of Article 12(f)(2) of this Agreement;

(iv) Then, next, to fund the Active Employees Fund of the Health Plan.

Notwithstanding anything to the contrary in subparagraph (a) above, such allocation shall apply to monies payable on and after August 1, 2024 for the distribution of motion pictures in Supplemental Markets, regardless of which Agreement applies.

On an annual basis during the term of this Agreement, the Alliance of Motion Picture and Television Producers, the IATSE and the Chair of the Basic Crafts (on behalf of the Basic Crafts Group) shall jointly review this allocation in conjunction with a review of the allocation of Post '60s monies. Any agreement on any reallocation of such monies mutually agreed upon shall become a part of this Agreement. The term "Basic Crafts Group," as used herein, refers to those unions noted in Article 21(e).

Exhibit A of each of the Pension Plan, Individual Account Plan and Health Plan (and the mechanical issues addressed therein) has been amended to express the agreements of the bargaining parties with respect to the foregoing allocation.

(5) Such gross income realized in foreign currency in any reporting period required hereunder shall be deemed to be converted to United States dollars at the prevailing market rate of exchange at the close of such reporting period, except that when such gross income has actually been transmitted to the United States, it shall be deemed converted to United States dollars at the rate of exchange at which such foreign currency was actually so transmitted.

(6) Allocation of Producer's Gross

If any agreement for distribution in the Supplemental Market includes more than one motion picture, or includes both Supplemental Market rights and other rights, the Producer shall make a reasonable allocation for the purpose of determining payments due hereunder. If the Motion Picture Industry Pension and Health Plans contend that such allocation is not reasonable, then such claim shall be submitted to arbitration.

(7) Producer's obligation shall accrue hereunder only after "Producer's gross" is received by the Producer. Payments of amounts accruing hereunder shall be made quarterly on the basis of quarterly statements, as hereinafter provided. Should any discounts, taxes, duties or charges be imposed in connection with the receipt or remittance of foreign funds, only so much of such funds as remain thereafter shall be included in "Producer's gross." Producer shall not be responsible for loss or diminution of foreign receipts as a result of any matter or thing not reasonably within the control of the Producer. The Motion Picture Industry Pension and Health Plans shall be bound by any arrangement made in good faith by the Producer, or for its account, with respect to the deposit or remittance of foreign revenue. Frozen foreign receipts shall not be considered trust funds and the Producer may freely commingle the same with other funds of the Producer.

(8) If any license or outright sale of exhibition rights to the motion picture in Supplemental Markets includes as a part thereof any filmed commercial or advertising material, the Producer shall be permitted to allocate a reasonable amount (in accordance with then current standard charges in the industry) to such commercial or advertising material, and the amount so allocated shall not be included in Producer's gross hereunder.

(9) Such payments made hereunder to the Motion Picture Industry Pension and Health Plans are not and shall not in any manner be construed to be wages due to any individual employee, nor in any manner be liable for or subject to the debts, contracts, liabilities or torts of any employee.

(10) Within a reasonable time after the close of the calendar or fiscal quarter, but not exceeding sixty (60) calendar days, Producer will furnish to the Motion Picture Industry Pension and Health Plans written reports showing the Producer's gross received from the sale, lease, license and distribution (whether by Producer or a distributor) of each such motion picture in such Supplemental Markets. Such reports shall be furnished quarterly during each fiscal or calendar quarter of the

Producer. Concurrently with the furnishing of each such report, the Producer will make the payments shown to be due by such report. All payments shall be made by check payable to the order of and delivered to the Motion Picture Industry Pension and Health Plans. Each such quarterly statement shall designate the title of the motion picture involved. On request, the Producer shall make available to the Motion Picture Industry Pension and Health Plans all accounting statements delivered by a distributor to the Producer, but only insofar as such statements relate to the Producer's gross. The Motion Picture Industry Pension and Health Plans shall have the right, at reasonable times, to examine the books and records of Producer insofar as they relate to the Producer's gross. Producer shall not be required to furnish any quarterly statement hereunder with respect to the motion picture prior to Producer's receipt of any Producer's gross with respect to the motion picture, or for any quarterly period during which no Producer's gross from the motion picture is received by the Producer.

(11) If the Producer shall sell, assign, transfer or otherwise dispose of the distribution rights to such motion picture in such Supplemental Markets, or shall license the distribution rights to the motion picture in such Supplemental Markets, Producer shall obtain from the buyer, licensee or distributor a separate agreement, made expressly for the benefit of the Motion Picture Industry Pension and Health Plans requiring such buyer, licensee or distributor to comply with the provisions of this Article 21. Such agreement shall be in substantially the following form:

"The undersigned, ______________________________
(insert name of buyer, licensee or distributor)
herein for convenience referred to as the "Buyer," hereby agrees with ______________________________
(insert name of Producer)
that all motion pictures covered by this Agreement are subject to the provisions of Article 21 of the "Producer - Studio Utility Employees, Local 724 Agreement of 2024" relating to payments to the Motion Picture Industry Pension and Health Plans on release of a motion picture to Supplemental Markets and the said Buyer hereby agrees, expressly for the benefit of the Motion Picture Industry Pension and Health Plans to abide by and perform the provisions of said Basic Agreement and make said payments required thereby. It is expressly understood and agreed that the rights of Buyer to exhibit or license the exhibition of such motion picture in such Supplemental Markets shall be subject to and conditioned upon the payment to the Motion Picture Industry Pension and Health Plans as

provided in Article 21 of said Agreement, and it is agreed that said Motion Picture Industry Pension and Health Plans shall be entitled to injunctive relief and damages against Buyer in the event such payments are not made.

"The undersigned agrees to keep or have access to complete records showing the income derived from the distribution of such motion pictures in such Supplemental Markets within the entire territory for which Buyer is granted such rights and the Motion Picture Industry Pension and Health Plans shall have the right at all reasonable times to inspect such records. The undersigned shall give the Motion Picture Industry Pension and Health Plans prompt written notice of the date on which each motion picture covered hereby is first released in such Supplemental Markets. An inadvertent failure to comply with said requirement of notice shall not constitute a default by the undersigned hereunder, provided such default is cured promptly after notice thereof from the Motion Picture Industry Pension and Health Plans."

Producer agrees to give notice to the Motion Picture Industry Pension and Health Plans within thirty (30) days of each sale, transfer or license of the distribution rights to such a motion picture for Supplemental Markets, with the name and address of the Buyer, assignee or distributor, and to deliver to the Motion Picture Industry Pension and Health Plans an executed copy of each assumption agreement entered into by the Producer. An inadvertent failure on the part of the Producer to comply with any of the provisions of this subparagraph (11) shall in no event constitute a default by the Producer hereunder or a breach of this Agreement, provided that such failure is cured promptly after notice thereof from the Motion Picture Industry Pension and Health Plans.

Upon delivery of such assumption agreement, and on condition that the Motion Picture Industry Pension and Health Plans approves in writing the financial responsibility of the Buyer, Producer, or any subsequent owner obtaining the execution of such an assumption agreement, shall not be further liable to the Motion Picture Industry Pension and Health Plans for the keeping of any such records or the payment required hereunder insofar as they relate to the exhibition of the motion picture in Supplemental Markets, and the Motion Picture Industry Pension and Health Plans agree to look exclusively to the party last executing such an assumption agreement for the keeping of such records, payment and compliance with credit obligations.

(12) With respect to such motion picture, Producer agrees either to:

(i) include in any chattel mortgage, pledge or other lien or security agreement covering the motion picture a provision, made expressly for the benefit of the Motion Picture Industry Pension and Health Plans, to the effect that the chattel mortgagee, pledgee, lien or security holder agrees that if such mortgage, pledge, lien or security agreement is foreclosed, and such mortgagee, pledgee, lien or security holder thereby obtains title to the motion picture and subsequently exhibits the motion picture in Supplemental Markets, then in such event, after such mortgagee, pledgee, lien or security holder has recouped its loan so secured, plus interest and all costs and expenses incident to foreclosure, such mortgagee, pledgee, lien or security holder will be bound by the provisions of this Article 21 with respect to payments to the Motion Picture Industry Pension and Health Plans thereafter becoming due and payable thereunder; provided, however, that nothing herein contained shall prevent such mortgagee, pledgee, lien or security holder who has acquired title to the photoplay from thereafter making a sale of the motion picture to a third party free and clear of any limitations or obligations whatsoever. Except as otherwise provided in this subsection (i), the rights of the Motion Picture Industry Pension and Health Plans hereunder shall be subordinate to the rights of such mortgagee, pledgee, lien or security holder; or

(ii) in the alternative, be bound by the provisions of this Article 21 with respect to payments to the Motion Picture Industry Pension and Health Plans, if any, due after such foreclosure shall have been made. In the event Producer elects this alternative, the provisions of subsection (i) above shall be inapplicable, and if the provisions referred to in subsection (i) above are not included in any such chattel mortgage, pledge, lien or security agreement, Producer shall be deemed to have elected the alternative provided for in this subsection (ii).

In the event of a foreclosure referred to in subsection (i) above, should the Producer distribute the motion picture for such mortgagee, pledgee, lien or security holder, Producer shall be bound during the period of such distribution by the provisions of this Article 21 with respect to payments due hereunder, to the same extent as the mortgagee, pledgee, lien or security holder under subsection (i) above. Any such payments made by the Producer as the distributor shall be credited against any obligation of the mortgagee, pledgee, lien or security holder that may be due or become due to the Motion Picture Industry Pension and Health Plans under subsection (i) above; it being understood that the Motion Picture Industry Pension and Health Plans shall be entitled to such payments but once.

The foregoing provisions of this subparagraph (12) shall not apply to any motion picture subject to any security instrument in existence on the effective date of this Agreement.

(13) If, after the effective date of this Agreement, the Producer enters into a contract with a so-called "independent producer" for the production and financing of a theatrical motion picture and the distribution thereof by the Producer (such contract being hereinafter referred to as an "independent contract"), Producer will include in such independent contract an agreement on the part of the independent producer expressly for the benefit of the Motion Picture Industry Pension and Health Plans that the independent producer will pay, in the manner herein provided, the amounts, if any, required to be paid under the provisions of this Article 21 with respect to such motion picture. If such agreement on the part of the independent producer be not included in any independent contract prior to the exhibition of the motion picture in the Supplemental Markets, the Producer shall be liable and responsible for the payments, if any, required to be made under the provisions of this Article 21 with respect to such motion picture. If such agreement on the part of the independent producer is included in the independent contract prior to exhibition of the motion picture in the Supplemental Markets, then the Producer shall not be liable or responsible in any manner or to any extent with respect to the motion picture under the provisions of this Article 21. The Producer will notify the Motion Picture Industry Pension and Health Plans of any and all such independent contracts entered into by the Producer.

(14) If Producer increases the present Supplemental Markets "percentage payments" amount of "Schedule of Payments" in any other collective bargaining agreement to which the Producer is or becomes a party (*e.g.*, actors), then the five and four-tenths percent (5.4%) percentage payment, the six and seventy-five hundredths percent (6.75%) percentage payment and the eight and one-tenth percent (8.1%) percentage payments provided above in this Supplemental Markets provision shall be correspondingly increased.

(c) With respect to theatrical motion pictures covered under this Article 21 and notwithstanding any provision in section (b) above to the contrary, the following shall govern the computation and remittance of the "percentage payment" as that term is defined in section (b) above:

(1) Definitions. For purposes of this section (c) and for no other purpose, the following terms shall have the meanings set forth below:

(i) "Production" or "produce" shall include both production and pre-production functions, but not post-production or distribution functions.

(ii) "Prorate" or "proration" shall mean the computation of the percentage payment by multiplying five and four-tenths percent (5.4%) or six and seventy-five hundredths percent (6.75%) or eight and one-tenth percent (8.1%), whichever is applicable, of "Producer's gross" by a fraction whose numerator consists of the total below-the-line labor cost of individuals subject to the IATSE Basic Agreement or hired from the jurisdiction of the union locals referred to in section (e) below working on the picture (whether in production or post-production but excluding distribution -- distribution, for the purposes of this Article, shall include all laboratory work other than that performed by employees charged directly to a picture) and whose denominator consists of the total below-the-line labor cost of all individuals working on the picture in job categories referred to either in the IATSE Basic Agreement or in the other collective bargaining agreements between Producer and the West Coast Studio Locals or between Producer and the unions referred to in section (e) below (whether in production or post-production but excluding distribution -- distribution, for the purposes of this Article, shall include all laboratory work other than that performed by employees charged directly to a picture).

(iii) "Individuals subject to the Basic Agreement" and "employees employed by Producer under this Agreement" include all persons working on the motion picture under the terms of the IATSE Basic Agreement or hired from the jurisdiction of union locals referred to in section (e) below who are hired to perform services in Los Angeles or hired in Los Angeles to perform services at a distant location whether hired by a Producer itself or employed indirectly by a Producer through loan-outs, payroll companies or comparable employing agents; provided, however, that individuals not specifically charged to the motion picture or who are included in general overhead and individuals such as projectionists, drivers and publicists engaged primarily in off-location services during the production of the motion picture are not included in the terms "made with two or more individuals subject to the Basic Agreement" or "Los Angeles production crew" as those terms are used in subsection (c)(3) below and are not included in either the numerator or denominator of the proration fraction described above.

(iv) "Foreign" means any theatrical motion picture for which twenty percent (20%) or more of the shooting days of principal photography takes place in a country other than the United States, its territories or Canada.

(v) "Domestic" means any theatrical motion picture which is not foreign.

(vi) "Los Angeles production crew," for purposes of determining whether percentage payments on domestic pictures may be prorated, shall mean persons hired from the jurisdiction of the IATSE West Coast Studio Locals or hired from the jurisdiction of the union locals referred to in section (e) below, employed by the Producer in production.

(vii) "Entire production crew," as such term is used herein, shall mean all individuals in job categories referred to either in the IATSE Basic Agreement or in the other collective bargaining agreements between Producer and the West Coast Studio Locals or between Producer and the unions referred to in section (e) below employed by the Producer on the production of the motion picture in question.

(viii) "Other collective bargaining agreements between Producer and the West Coast Studio Locals" means only those Local Agreements subject to the IATSE Basic Agreement.

(2) Foreign Pictures. Percentage payments shall be made on a prorated basis for any foreign picture made with two or more individuals subject to the IATSE Basic Agreement.

(3) Domestic Pictures.

(i) If two or more individuals subject to the IATSE Basic Agreement are employed on a domestic picture, it will be subject to liability for percentage payments to the extent hereinafter provided.

(ii) Except as provided in subsection (c)(3)(iii) below: (A) percentage payments on domestic pictures distributed in Supplemental Markets other than by means of cassettes will be five and four-tenths percent (5.4%) of "Producer's gross;" and (B) percentage payments on domestic pictures distributed in Supplemental Markets by means of cassettes will be six and seventy-five hundredths percent (6.75%) on the first one million dollars of "Producer's gross," as that term is defined in subsection (b)(2)(ii) of this Article 21, and eight and one-tenth percent (8.1%) of "Producer's gross" in excess of one million dollars.

(iii) Percentage payments on a domestic picture shall be made on a prorated basis in either of the following events:

(A) If a majority of the shooting days of principal photography on the motion picture occurred inside the following states - Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Texas, Utah, Washington and Wyoming - and the Los Angeles production crew, as defined above, consists of twenty-nine (29) or fewer individuals. In determining whether twenty-nine (29) or fewer individuals are employed on the picture, the following shall be excluded: make-up artists, hairdressers and costumers who are specifically required to be furnished by the Producer in accordance with the personal service contract of an actor and those individuals engaged in post-production or distribution functions, including, but not limited to, editing and looping regardless of where or when those functions are performed; or

(B) If a majority of the shooting days of principal photography on the motion picture occurred outside of the following states -- Alaska, Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Texas, Utah, Washington and Wyoming.

The Basic Crafts Unions shall have the right to reinstate the conditions for proration set forth in the Studio Utility Employees, Local 724 Agreement of 1988, as amended, if, after study and review by a joint Basic Crafts Union - AMPTP Committee, it is determined that such proration provisions have an adverse economic impact on the Pension and Health Plans. If the proration provisions under the 1988 Agreement, as amended, are reinstated, such provisions shall apply to domestic motion pictures which commence principal photography more than one hundred twenty (120) days after termination of the proration provisions set forth above.

(iv) As to any domestic picture on which the Producer intends to make percentage payments on a prorated basis, an Application to Prorate shall be delivered by the Producer to the Administrator of the Pension and Health Plans on or before the date that the first percentage payment is due to the Plans from Producer. Said Application shall contain the following information: If the right to prorate is based upon the provisions of subsection (c)(3)(iii)(A) above, the aggregate salaries paid to the entire production crew; the number of individuals on the Los Angeles production crew; the number and job classifications of those individuals excluded pursuant to the provisions of subsection (c)(3)(iii)(A) above; the number of shooting days of principal photography occurring in the states listed in subsection (c)(3)(iii)(A) above; and the total other shooting days and the states in which said other shooting days occurred. If the right to prorate is based upon the provisions of subsection (c)(3)(iii)(B) above, the aggregate salaries paid to the Los Angeles production crew; the aggregate salaries paid to the entire production crew; the number of shooting days of principal photography occurring in the states listed in subsection (c)(3)(iii)(B) above; and the total other shooting days and the states in which said other shooting days occurred. If an Application to Prorate is submitted later than the dates specified above, it will nonetheless be deemed granted if the identified picture meets said criteria; provided, however, that, if the Administrator of the Pension and Health Plans deems it necessary, the Administrator may require a Producer submitting a late Application to Prorate, to allow a special audit of the percentage payments due and the Motion Picture Industry Pension and Health Plans shall be reimbursed by the Producer for all reasonable fees and expenses incurred by the Motion Picture Industry Pension and Health Plans in performing said audit.

(d) (1) Producer will furnish to the Motion Picture Industry Pension and Health Plans written reports showing the Producer's gross received from the sale, lease, license and distribution (whether by Producer or a distributor) in Supplemental Markets of each motion picture subject to the provisions of this Article. In the written reports filed with the Motion Picture Industry Pension and Health Plans, the Producer shall indicate whether it is prorating on each picture being reported and, if so, what proration percentage is being applied and the basis for the Producer's right to prorate -- *i.e.*, whether proration is being applied pursuant to subsection (c)(2) or pursuant to subsection (c)(3)(iii)(A) above or pursuant to subsection (c)(3)(iii)(B) above. Such reports shall be furnished quarterly during each fiscal or calendar quarter of the Producer. Concurrently with the furnishing of each such report, the Producer will make the payments shown to be due by such report.

All required payments shall be made by check payable to the order of and delivered to the Motion Picture Industry Pension and Health Plans. Each such quarterly statement shall designate the title of the motion picture involved. On request, the Producer shall make available to the Motion Picture Industry Pension and Health Plans all accounting statements delivered by a distributor to the Producer, but only insofar as such statements relate to the Producer's gross. The Motion Picture Industry Pension and Health Plans shall have the right, at reasonable times, to examine the books and records of Producer insofar as they relate to the Producer's gross and -- as to any motion picture for which Producer assumes as Buyer the obligation to make percentage payments pursuant to subsection (b)(11) above -- the documents reflecting or effectuating the purchase; provided that, with respect to these latter documents, the Producer may require the persons examining them to execute reasonable agreements to respect their confidentiality.

Producer shall not be required to furnish any quarterly statement hereunder with respect to the motion picture prior to Producer's receipt of any Producer's gross with respect to the motion picture, or for any quarterly period during which no Producer's gross from the motion picture is received by the Producer.

(2) For each motion picture produced by Producer on which the Producer plans to prorate (whether proration is being applied pursuant to subsection (c)(2) or pursuant to subsection (c)(3) above) for three (3) years after either the date of the first quarterly report showing a percentage payment on such motion picture or the receipt by the Motion Picture Industry Pension and Health Plans of the Producer's written request for audit of the percentage payments due, Producer shall maintain and make available to the Motion Picture Industry Pension and Health Plans and their auditors the following information: the names of the employees on the Los Angeles production crew; the names of the employees on the entire production crew; the names of all individuals subject to the IATSE Basic Agreement working on the motion picture (whether in pre-production, production or post-production functions); the names of all individuals who were not subject to the IATSE Basic Agreement but who worked on the motion picture in job categories referred to either in the IATSE Basic Agreement or in the other collective bargaining agreements between Producer and the West Coast Studio Locals or between Producer and the unions referred to in section (e) below; the total below-the-line labor costs of individuals subject to the IATSE Basic Agreement (whether in pre-production, production or post-production functions); and, the total below-the-line labor costs of all individuals working on the motion picture in job categories referred to either in the IATSE Basic Agreement or in the other collective bargaining agreements between Producer and the IATSE West Coast Studio Locals or between Producer and the unions referred to in section (e) below.

(3) As to any motion picture subject to section (c) above for which Producer assumes the obligation to make percentage payments pursuant to subsection (b)(11) above, if Producer wishes to prorate its percentage payments for such motion picture, it shall obtain the records provided for in subsection (d)(2) above from the producer of such motion picture.

(e) The provisions of this Article 21 were negotiated by the following unions for the benefit of the Motion Picture Industry Pension and Health Plans:

International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada; Studio Transportation Drivers, Local

399 of International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America; Local 40 of International Brotherhood of Electrical Workers; Local 724 of the Laborers' International Union of North America; Local 755 of the Operative Plasterers and Cement Masons International Association of United States and Canada; and, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of United States and Canada, Local 78.

Any reference in any other collective bargaining agreement (whether with one of the above unions or any other union or guild) to a "percentage payment to the Motion Picture Industry Pension and Health Plans with respect to the exhibition of motion pictures in Supplemental Markets" is and shall be deemed to be a reference to the "percentage payment" as set forth in this Article 21, which amount is the only amount, in the aggregate, which the Producer and all such unions have agreed upon for the benefit of the Motion Picture Industry Pension and Health Plans with respect to the exhibition of motion pictures in Supplemental Markets.

The compliance by Producer with the conditions set forth in this Article 21 likewise constitutes compliance as to all the unions.

(f) Notwithstanding anything herein to the contrary, the parties hereby confirm the following understanding and practices of the Producers with respect to the Supplemental Markets provisions:

(1) Article 21 does not require a percentage payment to be made with respect to motion pictures on which the only employees employed under the Basic Agreement performed post-production (including editorial) work; and

(2) Article 21 does not require percentage payments to be made with respect to motion pictures which are produced by a producer which is not signatory to the Basic Agreement or the Basic Crafts Agreements.

(g) If any other Union or Guild negotiates, as part of its collective bargaining agreement with the AMPTP, residuals on product for iPods or similar devices, the Producers will meet with the Basic Crafts Unions to negotiate an appropriate residual formula.

ARTICLE 21A. Special Residual Formula for Theatrical Motion Pictures Licensed to Free Television and/or Supplemental Markets for which a Minimum Guarantee or Non-Returnable Advance is Payable

Should a Producer enter into a license agreement on or after August 1, 2015 with respect to theatrical motion pictures covered under this Agreement or under any prior Agreement that requires Post '60s or Supplemental Market payments, which license agreement provides a minimum guarantee or non-returnable advance to the Producer in exchange for theatrical distribution rights as well as distribution rights of the theatrical motion picture in free television and/or Supplemental Markets (hereinafter referred to as a "qualifying transaction"), the provisions of Articles 15 and 21 shall apply, except as provided below:

(a) The percentage payment to the Motion Picture Industry Pension and Health Plans shall be four and one-half percent (4.5%) of the "Producer's gross" which, as used herein, means the total license fees (including overage payments) received by the Producer in connection with the qualifying transaction described above. (Subparagraph (3) of Article 15(b) shall not apply to such percentage payment.) Such amount shall be in lieu of any percentage payment otherwise due to the Plans under the Post '60s and Supplemental Markets provisions of this Agreement (Articles 15 and 21) or any prior Agreement with respect to the market(s) included in such transaction (*i.e.*, it shall satisfy all residual payment obligations in connection with all residual-bearing markets covered by the transaction).

(b) Of the total contribution due to the Plans under subparagraph (a) above, thirty percent (30%) shall be allocated as provided in subparagraphs (i) through (vi) of Article 15(b)(1), and seventy (70%) shall be allocated as provided in subparagraphs (i) through (iv) of Article 21(b)(4).

(c) Once during the term of each Agreement that succeeds the 2015 Agreement, the parties will re-examine the blended contribution rate set forth in subparagraph (a) above.

ARTICLE 22. Rental Facilities

The Producers shall provide the Chair of the Basic Crafts timely advance written notice of a rental facilities deal for use of its Los Angeles studio production facilities when it has no financial interest in the picture. The Producer shall give telephonic notice prior to the written notice.

ARTICLE 23. <u>Report of Locations</u>

The Producers will notify the Chair of the Basic Crafts of all distant and nearby locations. This requirement is not intended to reduce the present right of any Local to receive such notice as provided in its current Local Agreement.

ARTICLE 24. <u>No Strike - No Lockout</u>

The Union agrees during the existence of this Agreement, unless the Producer fails to comply with an arbitration award, not to strike against, picket or boycott the Producer for any reason whatsoever, and to order its members to perform their obligations to the Producer hereunder and to use its best efforts to get the employees to perform such obligations. The Producer agrees not to engage in any lockout unless the Union fails to comply with an arbitration award. However, the Producer's or Union's properly-served notice to the other party of its intention to attempt to set aside an arbitration award in a court of competent jurisdiction (including continuation through the appropriate appeals procedure) shall not constitute failure to comply with said award.

The Producer will not discipline any employee covered by this Agreement because of the employee's refusal as an individual to cross a picket line, providing that such picket line has been sanctioned by Laborers' International Union of North America, AFL-CIO.

No employee covered by this Agreement shall be required by the Producer to go through any picket line where there is actual and imminent danger of bodily harm to the employee.

Notwithstanding anything herein contained, it is agreed that in the event the Producer is delinquent in the payment of its contributions to the Health or Pension Plans created under this Agreement, in accordance with the rules and regulations of the Directors of such Plans, after the Business Representative of the Local Union has given seventy-two (72) hours' written notice (excluding Saturdays, Sundays and holidays) to the Employer specifically identifying such delinquent payments, the Local Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting from such delinquent payments. This means that a delinquent employer would be responsible for any loss of health or pension benefits which occurs to a claiming employee as a result of the specified delinquencies. It is further understood that no claim could be made under this Paragraph for wages not earned by employees because of job action by the Local Union as applied to any delinquent Employer hereunder as a result of specified delinquencies.

ARTICLE 25. Employee Assistance Program for Drug and Alcohol Abuse

The Producers endorse the concept of the IATSE and Basic Crafts Locals for providing an employee assistance program for drug and alcohol abuse problems. Recognizing that such a program is best administered under the auspices of the Motion Picture Industry Health Plan, the Producers, in conjunction with the IATSE and the Basic Crafts Unions hereby recommend to the Board of Trustees of the Motion Picture Industry Health Plan that such an employee assistance program be added to the benefits provided by the Health and Welfare Fund. The Producers and the Union agree that among the resources to be considered by the Health Plan Trustees in implementing this program is the existing program of the Motion Picture and Television Fund, Alcoholics Anonymous and Narcotics Anonymous.

An employee who has an alcohol or drug abuse problem which interferes with job performance or attendance will be disciplined in accordance with normal disciplinary procedures. In such cases, before an employee is discharged or disciplinary action is taken, the Producer will give advance notice to the Union representative. As a part of those procedures or as an alternative thereto, such an employee may be referred to counseling through a qualified employee assistance program. Any employee who refuses to accept treatment through such a program or who is again disciplined or discharged pursuant to this section by the employer for unsatisfactory job performance or other misconduct arising out of or resulting from drug or alcohol abuse shall not be entitled to have the second or subsequent disciplinary action(s) reviewed pursuant to the grievance and arbitration procedure. Notwithstanding the participation by any employee in an employee assistance program created pursuant to this Agreement, the Producers and the IATSE, its Local Unions and the Basic Crafts recognize that each employee is and remains responsible for the employee's own satisfactory job performance.

ARTICLE 26. Change of Name by Producer

If the signatory Producer intends to change its name, written notice of the proposed change shall be promptly given to the Chair of the Basic Crafts.

ARTICLE 27. Payroll Companies and Paying Agents

The Producer agrees that it will not utilize the services of a payroll company or paying agent for the purpose of avoiding the provisions of this Agreement.

ARTICLE 28. Gender - Included Meanings

Words used in this Agreement in the masculine gender include the feminine and the neuter.

ARTICLE 29. Low Budget Features

The Union shall give good faith consideration on a case-by-case basis to requests for special conditions for low budget features (other than those covered by the Sideletter re Special Conditions for Movies for Television and Long Form Television Motion Pictures, Made for DVD Productions and Low Budget Theatrical Productions) committed to be produced in Los Angeles or with a Los Angeles-based crew.

ARTICLE 30. Payroll Deposit

(a) In the event that a Producer (i) has filed for bankruptcy protection or had a trustee/receiver appointed to handle its affairs within five (5) years prior to the commencement of principal photography on a given production; (ii) has no prior history with the Union; or (iii) fails to make payroll in a given payroll period, the Union may require such Producer to deposit with a payroll company of the Producer's choosing an amount equal to two (2) weeks of estimated payroll plus two (2) weeks of pension, health and IAP contributions for covered employees. Such amount shall be used solely for the purpose of satisfying amounts owed to covered employees and/or benefit plan(s), as applicable, under this Agreement.

(b) The Producer shall provide the Union with written verification of the payroll company's consent to hold the deposit, which must be executed by the payroll company.

(c) No later than four (4) weeks after the completion of principal photography for the production, the Union shall advise the Producer of any outstanding payroll obligations to the employees employed on the production and/or the respective benefit plan(s). Upon the expiration of such four (4) week period, the payroll company, with the approval of the Union, shall remit the amounts due for any undisputed items to the employee(s) to whom and/or benefit plan(s) to which such amounts are due and shall remit the balance of the deposit to the Producer, less an amount sufficient to pay the disputed payroll items, if any, which shall remain deposited with the payroll company.

(d) Any amounts relating to disputed wage claims plus pension, health and IAP contributions thereon shall remain deposited with the payroll company pending the settlement or resolution pursuant to Article 7 of this Agreement of claims relating thereto. For purposes of any arbitration hereunder, the arbitrator shall have the power to determine only claims relating to the payment of wages and benefit contributions thereon.

(e) The foregoing shall not apply (i) to a Producer signatory to this Agreement which, together with its related or affiliated entities, has made Supplemental Markets payments to the Motion Picture Industry Pension and Health Plans in an aggregate amount of not less than fifteen million dollars ($15,000,000) (or has made Post '60s payments of not less than six million dollars ($6,000,000)) during the three (3) year period beginning January 1, 1994 and ending on December 31, 1996, or in any subsequent three (3) consecutive year period, or (ii) to any of its related or affiliated entities.

(f) In lieu of making a deposit as required above, a signatory producer may obtain and provide to the Union a letter of guarantee from any commercial financial institution or from a Producer, or its related or affiliated entities, that meets the requirements of subparagraph (e) above, stating that it unconditionally guarantees the fulfillment of payroll obligations and fringe benefit contributions due employees under this Agreement with respect to a particular motion picture.

(g) In the event that a Producer fails to make a required deposit as set forth herein, the Union may direct the covered employees to withhold services from that Producer on the production from which the deposit is sought until the deposit is made or a letter of guarantee is provided as set forth in subparagraph (f) above.

ARTICLE 31. 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 January 1, 2025). (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 (90^{th}) day (forty-fifth (45^{th}) day effective January 1, 2025) 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 January 1, 2025), 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 of California shall be eligible for such sick leave commencing January 1, 2025.

(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 January 1, 2025) (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 January 1, 2025) 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 that law shall count towards satisfying the Producer's obligations to provide paid sick leave under this Article.

(c) For employees employed on an hourly or daily basis, 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 straight time hourly rate. For weekly employees (including "on call" employees), a day of sick leave pay shall be equal to one-fifth of the employee's weekly rate under the studio minimum wage scales or one-sixth of the employee's weekly rate under the distant location minimum wage scales (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). Replacements for weekly employees (including "on call" employees) may be hired on a *pro rata* basis of the weekly rate regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising the 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."[4] Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

(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 January 1, 2025) 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 January 1, 2025) as provided in subparagraph (a) above. Producer also shall notify the Local Union office 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 January 1, 2025, 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

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[4] "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. For purposes of this Article only, the definition of a "family member," as applied to an employee covered under this Agreement who is employed in California, shall include a designated person identified to the Producer by the employee at the time the employee requests paid sick leave to care for that person and shall be limited to one person so designated in a twelve (12) month period.

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 exercising the 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 herein.

ARTICLE 32. Waiver of New York City Earned Safe and Sick Time Act and Similar Laws

The Union 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 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 San Francisco 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 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); and 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 31 above); the Alaska Minimum Paid Sick Leave Benefit (Alaska Stat. §23.10.066-069) and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.

ARTICLE 33. <u>Project Information Sheet</u>

No later than two (2) weeks after opening a production office for a theatrical motion picture, television motion picture or covered program made for a subscription video-on-demand consumer pay new media platform ("SVOD Program"), the Producer shall provide written notice to the Basic Crafts Unions (with a copy to CSATF) of the following information, if known (or may submit the information, if known, in the form of a Project Information Sheet, attached to this Agreement as Exhibit "C") for each such picture or covered program on which employees are employed under this Agreement.

The notice shall contain at least the following information, if known:

(a) Project Title;
(b) Signatory Employer;
(c) Production Compan(ies), if different from Signatory Producer;
(d) Project Type (feature, television, or SVOD);
(e) Number of episodes in the initial order;
(f) Production office address and phone number;
(g) Line Producer/UPM/Labor Relations contact(s) with phone number(s) and email address(es); and
(h) Payroll service, if applicable.

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

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

ARTICLE 34. Diversity, Equity and Inclusion

(a) Statement of Commitment. Acknowledging the critical importance of diversity, equity and inclusion in the entertainment industry, Producers and the Union mutually reaffirm their commitment to make good faith efforts to increase employment opportunities for individuals from "underrepresented populations" in order to foster a more inclusive, equitable and diverse workforce in the motion picture industry. Historically, "underrepresented populations" have traditionally been defined as women, racial and ethnic minorities, LGBTQIA, persons with a disability and other protected categories; however, underrepresented populations may vary per classification.

In furtherance of this commitment, Producers, in partnership with the Union, seek to create one or more diversity, equity and inclusion initiatives that are designed to enhance employment opportunities, as well as equip participants with the requisite knowledge, skills and credentials to work successfully in the motion picture industry.

(b) Diversity, Equity and Inclusion Committee. The parties agree to form a Diversity, Equity and Inclusion Committee, consisting of Union and Producer representatives (hereafter "Committee"). The goal of the Committee is to track and enhance employment opportunities of individuals who are underrepresented in this industry, including but not limited to women, people of color, people with disabilities and LGBTQIA individuals. The Committee will share information and best practices for increasing diversity in this bargaining unit. It also will develop new initiatives aimed at increasing the employment of underrepresented groups. Those initiatives include on-the-job training program(s). Trainees in such program(s) shall be employed under the terms and conditions set forth for Occupation Code No. 5112 ("Entry Level Employee"), unless otherwise agreed by the Producer and the Union.

The Committee also shall explore the best means to identify and facilitate the hiring of individuals from underrepresented groups and under-served communities. The goal would be to allow for the identification of such individuals, including those who have special skills and abilities and those individuals who have not yet met, but are on their way to meeting, the requisite number of days of work experience to join the applicable Industry Experience Roster for Industry Group 1 or Entry Level Group.

In addition, the Committee shall create a joint mentorship program(s) to foster connections between mentors and individuals from underrepresented groups or under-served communities with the goal of greatly expanding access to those individuals' opportunities for employment in the industry. The Committee shall also discuss developing programs designed to support the development and career growth of individuals who are already on the roster in this bargaining unit. The Committee shall meet as soon as practicable after ratification of the Agreement.

(c) Self-Identification Data. During the 2021 negotiations, the parties discussed the efforts that have been made by the Producers and the Union to obtain information about the personal characteristics of their employees and membership through voluntary self-identification. The Union and the Producers recognize that obtaining such information is useful in expanding access to employment opportunities for underrepresented groups and for tracking the success of their efforts to diversify the workforce. To that end, the Union agrees to encourage its members to voluntarily self-identify when requested to do so by either the Union or a Producer, including when members are completing new membership paperwork for a Union or start paperwork for a Producer. The Union further agrees to share with the AMPTP or a Producer any diversity statistics that it currently possesses or develops in the future, upon request, no more frequently than twice per year. A Producer which has compiled aggregate diversity statistics covering this bargaining unit agrees to share the information with the Union upon request, no more frequently than twice per year.

(d) Roster Notice. As soon as the Industry Experience Roster has been exhausted and each day thereafter on which the roster is exhausted, the Union shall provide notice by email to the Producers' designated representatives, and the Producer may issue calls to a non-rostered individual for that day or the following workday.

ARTICLE 35. Reuse of High Budget SVOD Programs

For purposes of this Article 35, "High Budget SVOD Programs" are defined as original and derivative dramatic new media productions made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following "high budget" criteria:

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

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

Only those covered High Budget SVOD Programs on which two (2) or more "employees employed by Producer under this Agreement," as that term is used in Article 15(a) and in Article 21(a)(2) of this Agreement, are so employed 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 Agreement shall be governed by the residual formulas set forth in subparagraph (a) below of the 2024 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:

(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 August 4, 2024;

(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 August 4, 2024; and

(iii) one-time live action High Budget SVOD programs which commence principal photography on or after August 4, 2024.

(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 by Producer 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:

Exhibition Year	Contribution Rate
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 by Producer 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 video-on-demand 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 35.

(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 35, 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"[5]

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.[6]

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

(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.

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[5] 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.

[6] 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.

(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 August 4, 2024. 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).

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

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

=[70M hours ÷ 5.8 hours] ÷ 50M 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 five and four-tenths percent (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 Article XLIX(c)(i) ("Exhibition of Motion Pictures Transmitted Via New Media") of the IATSE Basic Agreement (subject to conforming changes as necessary).[7] 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-view as provided in the following provisions of this Agreement (subject to conforming changes as necessary):

- Article 21(b)(3)(i), (iii), (iv), (v); and
- Article 21(b)(5) - (12).

(7) Reuse on Pay Television and Cassettes

The applicable provisions of Article 21 with respect to exhibition on "pay television," as that term is defined in Article 21(a)(3)(ii) of this Agreement, shall apply when a covered High Budget SVOD Program is exhibited on pay television. The applicable provisions of Article 21 with respect to exhibition on "cassettes," as that term is defined in Article 21(a)(3)(i), shall apply when a covered High Budget SVOD Program is exhibited on videocassettes or DVDs.

[7] For example, the phrase "'Producer's gross' derived from new media exploitation" in the second paragraph of Article XLIX(c)(i) ("Exhibition of Motion Pictures Transmitted Via New Media") of the IATSE Basic Agreement shall be changed to "'Producer's gross' derived from the exploitation."

(8) General

It is understood that the tests for triggering Supplemental Markets payments set forth in Article 21 of this Agreement, including the understandings set forth in subparagraph (f), shall also apply to residual payments due under the terms of this subparagraph (a).

(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 five and four-tenths percent (5.4%) of the

"Producer's gross," as that term is defined in Article XLIX(c)(i) ("Exhibition of Motion Pictures Transmitted Via New Media") of the IATSE Basic Agreement 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) Reuse in Traditional Media

The applicable provisions of Article 21 with respect to exhibition on "pay television," as that term is defined in Article 21(a)(3)(ii) of this Agreement, shall apply when a covered High Budget SVOD Program is exhibited on pay television. The applicable provisions of Article 21 with respect to exhibition on "cassettes," as that term is defined in Article 21(a)(3)(i), shall apply when a covered High Budget SVOD Program is exhibited on videocassettes or DVDs.

(5) General

It is understood that the tests for triggering Supplemental Markets payments set forth in Article 21 of this Agreement, including the understandings set forth in subparagraph (f) of that Article, and the proration provisions in that Article, shall also apply to residual payments due under the terms of this subparagraph (b). Residual payments due under this subparagraph (b) shall be prorated in the same manner as are Supplemental Market monies under Article 21 of this Agreement.

WAGE SCALES, HOURS OF EMPLOYMENT AND WORKING CONDITIONS

I. STUDIO MINIMUM WAGE SCALE

1. (a) The following studio minimum wage scale shall be effective for the period commencing with August 1, 2024 to and including August 3, 2024.

Studio Utility Employees, Local 724 **8/1/24 – 8/3/24** Occ. Code No. Classification	Studio Minimum Rates	
	Schedule A[1] Daily Employees	Schedule C (Exempt)
	1½ after 8 and/or 40; Min. Call - 8 hrs.	Weekly "On Call"[2]
	Regular Basic Hourly Rate	
	Per Hour	Per Week
5100 Laborer Foreperson	$ 44.10[3]	$ 2,314.74
5101 Laborer Gang Boss	41.11	
5103 Gardener Gang Boss	44.72	
5111 Laborer	39.23	
5112 Entry Level Employee[6]	18.62	
5119 Pot Washer (Paint)	40.44	
5120 Concrete Tender	41.79	
5121 Plaster Tender (Hod Carrier)	41.79	
5122 Sand Blaster	40.71	
5125 Roofer	40.71	
5126 Tar Pot Man	40.71	
5129 Pneumatic Tool Operator[9]	41.11	
5133 Horticulturist	42.24	
5143 Gardener	39.97	
5151 Toolroom Keeper	40.44	
5152 "Hyphenate" Driver/Laborer	[10]	

Footnotes applicable to this Paragraph 1.(a) begin on page 91.

(b) The following studio minimum wage scale shall be effective for the period commencing with August 4, 2024 to and including August 2, 2025.

Studio Utility Employees, Local 724 **8/4/24 – 8/2/25** Occ. Code No. Classification	Studio Minimum Rates	
	Schedule A[1] Daily	Schedule C (Exempt)
	1½ after 8 and/or 40; Min. Call - 8 hrs.	Weekly "On Call"[2]
	Regular Basic Hourly Rate	
	Per Hour	Per Week
5100 Laborer Foreperson	$47.19[3, 4]	$ 2,551.07
5101 Laborer Gang Boss	43.99	
5103 Gardener Gang Boss	47.85	
5111 Laborer[5]	41.98	
5112 Entry Level Employee[6]	25.19	
5119 Pot Washer (Paint)[7]	43.27	
5120 Concrete Tender	44.72	
5121 Plaster Tender (Hod Carrier)[8]	44.72	
5122 Sand Blaster	43.56	
5125 Roofer	43.56	
5126 Tar Pot Man	43.56	
5129 Pneumatic Tool Operator[9]	43.99	
5133 Horticulturist	45.20	
5143 Gardener	42.77	
5151 Toolroom Keeper	43.27	
5152 "Hyphenate" Driver/Laborer	10	

Footnotes applicable to this Paragraph 1.(b) begin on page 91.

(c) The following studio minimum wage scale shall be effective for the period commencing with August 3, 2025 to and including August 1, 2026.

Studio Utility Employees, Local 724	Studio Minimum Rates	
	Schedule A Daily Employees[1]	Schedule C (Exempt)
8/3/25 – 8/1/26	1½ after 8 and/or 40; Min. Call - 8 hrs.	Weekly "On Call"[2]
	Regular Basic Hourly Rate	
Occ. Code No. Classification	Per Hour	Per Week
5100 Laborer Foreperson	$49.08[3, 4]	$2,653.11
5101 Laborer Gang Boss	45.75	
5103 Gardener Gang Boss	49.76	
5111 Laborer[5]	43.66	
5112 Entry Level Employee[6]	26.20	
5119 Pot Washer (Paint)[7]	45.00	
5120 Concrete Tender	46.51	
5121 Plaster Tender (Hod Carrier)[8]	46.51	
5122 Sand Blaster	45.30	
5125 Roofer	45.30	
5126 Tar Pot Man	45.30	
5129 Pneumatic Tool Operator[9]	45.75	
5133 Horticulturist	47.01	
5143 Gardener	44.48	
5151 Toolroom Keeper	45.00	
5152 "Hyphenate" Driver/Laborer	[10]	

Footnotes applicable to this Paragraph 1.(c) begin on page 91.

(d) The following studio minimum wage scale shall be effective for the period commencing with August 2, 2026 to and including July 31, 2027.

Studio Utility Employees, Local 724 **8/2/26 – 7/31/27** Occ. Code No. Classification	Studio Minimum Rates	
	Schedule A Daily Employees[1]	Schedule C (Exempt)
	1½ after 8 and/or 40; Min. Call - 8 hrs.	Weekly "On Call"[2]
	Regular Basic Hourly Rate	
	Per Hour	Per Week
5100 Laborer Foreperson	$50.80[3, 4]	$2,745.97
5101 Laborer Gang Boss	47.35	
5103 Gardener Gang Boss	51.50	
5111 Laborer[5]	45.19	
5112 Entry Level Employee[6]	27.11	
5119 Pot Washer (Paint)[7]	46.58	
5120 Concrete Tender	48.14	
5121 Plaster Tender (Hod Carrier)[8]	48.14	
5122 Sand Blaster	46.89	
5125 Roofer	46.89	
5126 Tar Pot Man	46.89	
5129 Pneumatic Tool Operator[9]	47.35	
5133 Horticulturist	48.66	
5143 Gardener	46.04	
5151 Toolroom Keeper	46.58	
5152 "Hyphenate" Driver/Laborer	[10]	

Footnotes applicable to this Paragraph 1.(c) begin on page 91.

1 "Off Production" Employees - Ten Hour/Four Day Workweek – The Producer may schedule "off production" employees to work on a daily basis with a ten (10) hour minimum call at straight time, provided the employee is guaranteed forty (40) hours within the employee's workweek. An individual employed on the basis of a ten hour/four day workweek shall be paid time and one-half for the fifth or sixth day worked within the employee's workweek and double time for the seventh day worked within the employee's workweek. The guaranteed pay of such employees who absent themselves without the Producer's consent may be reduced by one-fourth (1/4) of the weekly guarantee for each day of absence.

2 "On Call" Employee Work on Recognized Holidays – An employee hired under the "on call" schedule who is specifically instructed and required by Producer to perform work on a recognized holiday, under the direction and control of Producer, shall be paid an additional one-fifth (1/5) of the "on call" weekly rate in effect for each such day so worked.

"On Call" Employee Work on Six (6) or Seven (7) Days Within the Employee's Workweek - An employee hired under the "on call" schedule who is specifically instructed and required by Producer to perform work on six (6) or seven (7) days within the employee's workweek, under the direction and control of the Producer, shall receive one and one-half times one fifth (1/5) of the "on call" weekly rate in effect for the sixth or seventh day(s) so worked.

The term "rate in effect" means wage scale plus amount in excess of scale, if any.

3 For facilities employees, this schedule may be used only if an "on call" Schedule C person is also employed.

4 The minimum wage rate applicable to the Schedule A Laborer Foreperson who is designated by the Construction Coordinator as the lead Laborer Foreperson on a production shall be $48.60 per hour from August 4, 2024 to August 2, 2025; $50.54 per hour from August 3, 2025 to August 1, 2026; and $52.31 per hour from August 2, 2026 to July 31, 2027. Application of this wage rate is limited to one Schedule A Laborer Foreperson on the production.

5 Effective August 4, 2024, an employee who is required by the Producer to perform lead abatement, asbestos removal or mold removal or handle biohazardous material shall be paid two dollars ($2.00) per hour more than the Laborer rate while performing that work. Producer shall not, as a result of this Agreement, reduce the

hourly wage rate of any hazmat employee employed by the Producer prior to the effective date of this provision.

6 All persons subject to this Agreement (including furniture movers) hired on or after August 1, 1988 who are not eligible for placement on the Industry Experience Roster as of that date may be hired as Entry Level employees. The wage progression for such employees shall be as follows:

Length of Experience	**Wage Scale Progression**	**8/1/24 – 8/3/24**
0 to 80 days		$18.62
81 to 160 days	70% of the Journeyman level rate	27.46
161 to 240 days	75% of the Journeyman level rate	29.42
241 to 320 days	80% of the Journeyman level rate	31.38
321 to 400 days	85% of the Journeyman level rate	33.35
401 to 480 days	90% of the Journeyman level rate	35.31
Over 480 days	Journeyman level rate	39.23

Length of Experience	**Wage Scale Progression**	**8/4/24- 8/2/25**	**8/3/25- 8/1/26**	**8/2/26- 7/31/27**
0 to 80 days	60% of the Journeyman level rate	$25.19	$26.20	$27.11
81 to 215 days	80% of the Journeyman level rate	$33.58	$34.93	$36.15
216 to 350 days	90% of the Journeyman level rate	$37.78	$39.29	$40.67
Over 350 days	Journeyman level rate	$41.98	$43.66	$45.19

CSATF will establish a procedure to certify the length of experience of all persons covered under the above wage scale progression.

It shall be the obligation of the employee to:

(1) request such certification;

(2) assist when necessary in obtaining the information required for certification;

(3) verify to the Producer employing the employee the status of the employee's certified length of experience and wage scale progression. (An employee shall not be entitled to a wage scale progression until the employee has obtained certification from CSATF and verified such certification with the Producer.)

It shall be the obligation of the Producer to provide the employee and CSATF with employment information when necessary to certify length of experience and to determine the appropriate wage scale progression.

7 Effective August 4, 2024, the Pot Washer (Paint) (Occ. Code 5119) rate shall be payable to employees assigned to work in the paint shop or the paint department.

8 Effective August 4, 2024, the Plaster Tender (Hod Carrier) (Occ. Code 5121) rate shall be payable to employees assigned to work in the plaster shop or with a group of plasterers on production.

9 Including hand-supported motor-driven post-hold diggers, chain saws, motor-operated weed spraying machines, hand-operated fork lifts.

10 Hyphenate Drivers

(a) Persons employed in the Hyphenate Driver job classification may be assigned to perform lot jobs such as routine or minor repairs, maintenance of buildings and grounds, electrical maintenance, furniture moving and similar facility jobs.

(b) Hyphenate Driver job assignments will be posted for a period of five (5) working days to allow qualified persons to bid.

The Producer will select based on qualifications; however:

(1) preference shall be given to persons with seniority within their respective bargaining units (listed above) when the employees applying for such bid job possess,

in the opinion of the Producer, the requisite skill, ability and personal qualification;

(2) to the extent practicable and consistent with the skill, ability and personal qualification requirements set forth above, the Producer shall in good faith endeavor to select Hyphenate Drivers on a balanced basis, selecting an equal number of employees to fill Hyphenate Driver openings from each of the affected Locals.

Each of the affected Local Unions will be given reasonable advance notice prior to the posting of such bid job(s). Prior to implementation of the bid job, the Producer will submit to the Local Union all pertinent information, such as job description, wage rate, basis of employment and person selected. A person so selected may be retained out of seniority for the duration of the assignment, which shall be for a period of one year unless work is no longer available. Such job(s) shall be subject to bidding each year.

When performing such work, the employee(s) will be paid the higher of the applicable wage rates, plus an additional $2.00 per hour ($3.50 per hour effective August 4, 2024).

2. <u>Classification and Wage Schedule</u>

Each employee shall be notified at the time of employment under which classification and wage schedule the employee is employed. The employee shall also be notified before any change of classification or wage schedule is effective and such change shall not be retroactive. However, employees may be adjusted retroactively when misclassified. The employee's classification and wage schedule shall be shown on the time card.

2.1 <u>Report of New Hires</u>

Producer will provide a report of new hires, if any, to the Union not less frequently than weekly. Producer satisfies the foregoing obligation if it provides the Union with a daily report of employees, including new hires. Producer shall not be deemed to be in default under this Paragraph until the Union has notified the Producer in writing of a violation hereof, and the Producer has not, within three (3) business days, provided such report.

3. **Payroll Week**

The full payroll week shall be from midnight Saturday to midnight Saturday.

4. **Fractional Payroll Week**

The parties confirm that any day worked in a partial workweek either before or after one (1) full week of employment may be prorated at one-fifth (1/5) of the studio weekly "on call" rate for each studio workday.

II. STUDIO WORKING CONDITIONS

The provisions of this Section II. shall not be applicable where otherwise provided nor shall they be applicable to employees hired under the "on call" schedule.

5. **Night Premiums**

Work time for "off production" employees shall be paid for according to the following schedule:

(a) Employees called to work between 6:00 a.m. and 8:00 p.m. shall receive a ten percent (10%) premium for all time worked between 8:00 p.m. and 6:00 a.m.

(b) Employees called to work between 8:00 p.m. and 4:00 a.m. shall receive a twenty percent (20%) premium for all time worked.

(c) Employees called to work between 4:00 a.m. and 6:00 a.m. shall receive a twenty percent (20%) premium for all time worked until 6:00 a.m., and straight time for the remainder of the minimum call.

6. **Minimum Calls**

(a) The minimum call is a guarantee of employment for the number of hours of the minimum call indicated in the wage schedules.

(b) Employees shall hold themselves in readiness to serve the Producer during the period of the minimum call and such additional time as the Producer may require.

(c) Minimum calls for Daily Schedule employees are subject to the provisions of Paragraph 14.

(d) A four (4) hour minimum call shall apply for any day on which an employee, at the request of an individual Producer, reports for safety or harassment prevention training. A weekly "on call" employee who reports for safety or harassment prevention training shall be paid one-tenth of the weekly "on call" rate for each such day.

7. Overtime

(a) All time and one-half, "not less than one and one-half," double time, Golden Hour pay and pay for the sixth or seventh day worked in the employee's workweek, and pay for Sundays and holidays in excess of the Regular Basic Hourly Rate are paid as overtime compensation and shall not be compounded.

(b) Overtime paid on a daily basis shall be computed at the Regular Basic Hourly Rate in effect when the overtime occurs.

(c) Overtime paid on a weekly basis shall be computed at the mean Regular Basic Hourly Rate.

(d) Night premiums shall be included as a part of the Regular Basic Hourly Rate in computing overtime.

(e) Meal delay penalties (Paragraph 20), truck travel allowances (Paragraph 28), pay for call-back intervening time of less than four (4) hours (Paragraph 10) and hazardous work allowances (Paragraph 52) shall be included as a part of the Regular Basic Hourly Rate in computing overtime required by the Fair Labor Standards Act.

8. Workweek; Sixth or Seventh Day Worked in an Employee's Workweek

(a) The regular studio workweek shall consist of any five (5) consecutive days out of seven (7) consecutive days, commencing with the first of such five (5) days. However, the five (5) consecutive day requirement shall not apply upon the commencement of any regularly-scheduled five-day-per-week shift. (For example, on starting a new shift, a schedule that provides for an employee to work on Monday and Tuesday, with Wednesday and Thursday as the regular days off, and is followed by work on Friday through the following Tuesday does not violate the five (5) consecutive days requirement.)

(b) Time and one-half shall be paid for the employee's sixth day of work within a workweek. Double time shall be paid for the employee's seventh day of work within a workweek. If an employee works six (6) or seven (7) days within the employee's workweek, the sixth or seventh day worked shall be subject to Paragraph 5, "Night Premiums." All employees are paid at their scheduled Regular Basic Hourly Rates. The minimum call for such days is as specified in Paragraph 6.

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

If a weekly employee or a regularly-scheduled, five-day-per-week daily employee is required to work six (6) days in the employee's workweek, the Producer shall make reasonable good faith efforts to schedule the employee to work on six (6) consecutive days. Any unresolved dispute as to whether the Producer has made such reasonable good faith efforts shall be submitted to the Chair of the Basic Crafts Unions and the President of the AMPTP for resolution.

(c) Except as provided in this subparagraph, a workday starting on one calendar day and running into the next calendar day shall be credited to the first calendar day. The foregoing rule shall not apply in the following situations: (1) An "on production" employee whose fifth day of work in a workweek occurs on a Friday and whose shift commences after 8:00 p.m. and overlaps into Saturday shall be paid time and one-half for the hours worked on Saturday; and (2) an employee whose work shift overlaps into a holiday or from a holiday into the next day shall be paid in accordance with the "Provisions for Holidays Worked" under this Agreement for those hours worked on the calendar holiday.

(d) The guaranteed pay of weekly employees who absent themselves without the Producer's consent may be reduced one-fifth (1/5) of the weekly guarantee for each day of absence.

(e) (1) In situations involving a change of schedule for regularly-scheduled employees, accommodations will be made, to the extent practicable, to avoid a reduction in the number of workdays for the employee, without requiring the employer to pay premium pay.

(2) The Producer shall give reasonable notice of a change of shift (*e.g.*, from a Monday through Friday shift to a Tuesday through Saturday shift) to regularly-scheduled employees. In the event that the employee would receive fewer than two (2) days off in the workweek as a result of the shift change, the following alternatives shall be available:

(i) As to "off production" employees:

(A) If the Producer and the employee so agree, the employee may work at straight time without having two (2) days off;

(B) The Producer may require employees to take an additional day off (and such scheduling shall not be deemed to constitute a prohibited relay call), thereby avoiding premium pay; or

(C) The Producer must pay the employee time and one-half if it requires the employee to work on the day which would otherwise be the employee's regularly-scheduled day off.

(ii) As to "on production" employees, once during the production of a motion picture, or in the case of episodic television, once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one week), the Producer may shift the workweek for employees working on production without incurring extra costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off in the prior workweek and/or by shifting a workweek commencing on a Tuesday to a workweek commencing on a Monday, provided that the intervening Sunday is a day off. Otherwise, the Producer must pay the employee appropriate premium pay if it requires the employee to work on the day(s) which would otherwise be the employee's regularly-scheduled day(s) off.

(iii) In addition to the shift in the workweek outlined in subparagraph (ii) above, the Union agrees that it will not unreasonably deny a request to shift the workweek of production employees without incurring additional costs when a production travels to a new city.

(3) The Producer shall endeavor to make reasonable accommodations for regularly-scheduled employees on payroll who do not wish to change to a new shift that includes Saturday or Sunday as regularly-scheduled workday(s).

(f) The Producer shall not lay off and rehire the same employee within the same workweek for the purpose of avoiding premium pay.

(g) Assignments to regularly-scheduled, five-day-per-week shifts that include Saturday and/or Sunday shall be based upon seniority as required by Paragraph 68. If such position cannot be filled on the basis of seniority, Producer shall solicit volunteers to work such shifts. In the event of an insufficient number of volunteers to fill such positions, the Producer may hire as provided in this Agreement.

(h) Employees who are not on the payroll of the Producer will not be taken off the roster for refusal to accept calls for work on Saturday and/or Sunday. In other cases, the exceptions to roster removal set forth in Paragraph 68 of this Agreement shall continue to apply.

(i) In the event an employee is absent on a regularly-scheduled workday and offers to work an additional day in such workweek to compensate for the day of absence, and the Producer accepts such offer, such employee shall be paid at straight time for such "make-up" day.

(j) In the event a holiday falls on an employee's regularly-scheduled workday and the employee is not required to work on such holiday, but is required to work on either or both of the employee's regularly-scheduled days off in that workweek, such employee shall be paid time and one-half for work on one of such regularly-scheduled days off and, in addition, shall be paid double time for work on the second of such regularly-scheduled days off.

(k) When a holiday falls on a regularly-scheduled employee's day off, the employee may request, within fourteen (14) days after the holiday, an unpaid compensatory day off to be scheduled on a date mutually agreeable to the employee and the Producer.

(l) An employee who is a member of an "on production" crew shall not be replaced on that production for the purpose of avoiding premium pay for the sixth or seventh consecutive day worked in a workweek.

9. Holidays

(a) Work time on holidays shall be subject to Paragraph 5, "Night Premiums." All employees are paid at their scheduled Regular Basic Hourly Rates. Minimum calls are as specified in Paragraph 1 above.

An employee shall not be taken off a weekly schedule solely for the purpose of evading the holiday obligation under this Paragraph.

(b) New Year's Day, Martin Luther King Jr. Day, 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, 2025, Juneteenth shall also be a recognized 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.

For work performed in Canada, Producer may elect to observe the following Canadian holidays in lieu of the referenced holidays listed in subparagraph (b) above:

(i) Victoria Day in lieu of Memorial Day; and

(ii) Canada Day in lieu of Independence Day (July 4th);

provided that the two holidays are within the employee's period of employment and the Producer gives no less than two (2) weeks' notice to the affected employee, unless the employee has been employed fewer than two (2) weeks prior to the first of the two holidays, in which case the Producer will provide notice to the affected employee at the time of hire. When the employee has not been employed on the Canadian holiday set forth above, but is employed to work on the U.S. holiday, the employee shall be paid a premium for the corresponding U.S. holiday. The Union will not unreasonably deny requests to exchange other Canadian holidays for those listed in subparagraph (b) above (such as Family Day in lieu of Presidents' Day or Easter Monday in lieu of Good Friday).

(c) Provisions for Holidays not Worked

Daily Employees

Effective in the period January 1, 2024 to and including December 31, 2024, a Daily Schedule employee shall receive 4% of annual straight work time earnings, including night premiums, as payment for holidays not worked. Effective in the period January 1, 2025 to and including December 31, 2025, 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, a Daily Schedule employee shall receive 4.583% of 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.

(d) Provisions for Holidays Worked

Daily Employees shall receive double the Regular Basic Hourly Rate.

(e) The total amount of salary paid in the period January 1, 2024 to and including December 31, 2024 to an employee hired under the "on call" Schedule hereunder for recognized holidays, both worked and unworked, shall be offset against an amount equal to 4% of such employee's accumulated weekly schedule earnings within the same period. The employee shall be paid the amount by which such 4% 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, 2025 to and including December 31, 2025, and in the period January 1, 2026 to and including December 31, 2026, to an employee hired under the "on call" Schedule hereunder for recognized holidays, both worked and unworked, 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% computation 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) No clause.

(2) "Weekly schedule of pay," in the case of an employee hired under the "on call" schedule, shall be deemed to mean the pay rate specified in the wage scale, plus overscale payment, if any. A day's holiday pay for such schedule shall be considered as one-fifth (1/5) of such weekly schedule rate of pay, plus overscale payment, if any, for studio workweeks, and one-sixth (1/6) of such rate of pay for distant location workweeks.

(3) Vacation pay, severance pay and premium pay for holidays actually worked shall be excluded from the applicable percentage computation required under this subparagraph (e) above.

(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 the employee is paid for ten (10) recognized holidays not worked (eleven (11) recognized holidays not worked effective January 1, 2025).

(f) Presentation of Claim For Holiday Pay

(1) Producers that currently pay for holidays on a weekly basis shall continue to adhere to their existing practice. Producers that currently pay for holidays pursuant to subparagraph (2) below may instead elect on a production-by-production basis to pay on a weekly basis.

(2) Producers that currently make holiday payments at the end of the calendar year shall elect one of the following procedures for employees on layoff and for employees on payroll:

(i) With respect to employees on layoff:

(A) On or after March 15, but no later than March 31, of the year following the calendar year in which holiday pay was earned, the Producer shall either:

(1) mail or deliver to such employee holiday pay; or

(2) notify each such employee to claim holiday pay pursuant to the provisions of this Agreement.

(B) In the event the Producer mails the employee's holiday paycheck and it is returned or if the employee fails, within thirty (30) days following the date of mailing of the notice referred to in subparagraph (2)(i)(A)(2) above, to claim holiday pay, the Producer shall notify the Union of the names of those employees who have not claimed holiday pay. In the case of employees whose checks were returned, the Producer shall also forward the returned check(s) to the Union.

(C) The Union shall endeavor to locate any employee who has not claimed holiday pay. If it does so, it shall forward to the employee the check or otherwise advise the employee of the department of the Producer to contact to claim such pay.

(D) If the Union is unable, within thirty (30) days following its receipt of the notice referred to in subparagraph (2)(i)(B) above, to locate such employee(s), the Union shall so advise the Producer and return any unclaimed check(s) to the Producer.

(E) On or about March 15 of the second calendar year following the year in which holiday pay was earned ("the second calendar year"), employees who have not claimed their holiday pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Motion Picture Industry Pension Plan. On or about May 15 of the second calendar year, Producer will furnish to the Union a list showing the names of those employees who have not claimed holiday pay and the amount of holiday pay due to each, together with a notice that unless claimed by July 15, such holiday pay will be sent to the Motion Picture Industry Pension Plan.

(F) On or about July 15 of the second calendar year, unclaimed holiday pay will be contributed to the Motion Picture Industry Pension Plan and credited to the appropriate employee pension plan account. Money so contributed shall not be returned to the employee and shall fully discharge the Producer's and the Union's obligations hereunder to the employee with respect to the payment of holiday pay.

(ii) With respect to employees on payroll:

(A) On or after March 15, but no later than March 31, of the year following the calendar year in which holiday pay was earned, the Producer shall either:

(1) mail or deliver to such employee holiday pay; or

(2) notify each such employee to request holiday pay pursuant to the provisions of this Agreement.

(B) In the event the employee fails to request such holiday pay within thirty (30) days after the date of mailing of the notice referred to in subparagraph (2)(ii)(A)(2) above, the Producer shall notify the Union of the names of those employees who have not claimed such pay.

(C) The Union shall, within thirty (30) days after receipt of the notice referred to in subparagraph (2)(ii)(B) above, endeavor to notify the employee and advise the employee to claim holiday pay.

(D) On or about March 15 of the second calendar year, employees who have not claimed their holiday pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Motion Picture Industry Pension Plan. On or about May 15 of the second calendar year, Producer will furnish to the Union a list showing the names of those employees who have not claimed holiday pay and the amount of holiday pay due to each, together with a notice that unless claimed by July 15, such holiday pay will be sent to the Motion Picture Industry Pension Plan.

(E) On or about July 15 of the second calendar year, unclaimed holiday pay will be contributed to the Motion Picture Industry Pension Plan and credited to the appropriate employee pension plan account. Money so contributed shall not be returned to the employee and shall fully discharge the Producer's and Union's obligations hereunder with respect to the payment of holiday pay.

(3) New signatory Producers shall adhere to the practice of paying holiday pay currently on a weekly basis unless other arrangements are made by them with the Union.

10. Call-backs

The daily rest period following dismissal shall be eight (8) hours for "off production" employees, except that for "off production" employees who report for work outside a studio but within the studio zone (or secondary studio zone), the daily rest period shall be ten (10) hours; nine (9) hours for "on production" employees at the studio; ten (10) hours following any day worked within the studio zone (or secondary studio zone) for an employee who reports for work outside a studio but within the studio zone (or secondary studio zone); nine (9) hours for "on production" employees on nearby locations; and eight (8) hours for "off production" employees on nearby locations.

When the daily rest period is invaded, intervening time of less than four (4) hours between dismissal and call-back for work shall be work time; intervening time of four (4) or more hours shall not be work time. When intervening time is less than four (4) hours, such time may be applied as part of the "call-back" guarantee. All employees are paid at their scheduled Regular Basic Hourly Rates.

Minimum Guarantees for "Call-backs" During Daily Rest Period Following Dismissal

Classification	Any Day Other than a Holiday or the Sixth or Seventh Day Worked in an Employee's Workweek	Sixth or Seventh Day Worked in an Employee's Workweek or Holidays*
Daily Employees	4 hours at time and one-half; time and one-half thereafter	3 hours at double time; double time thereafter
Weekly Employees	½ minimum call	½ minimum call

*The above "call-back" guarantees for the sixth or seventh day worked in an employee's workweek or holiday do not apply when employee reports to work on such days within the appropriate daily rest period following dismissal from work starting on the previous day. In such event, the "call-back" guarantee is the minimum call in hours as specified in Paragraph 1.

10.1. Weekend Rest Period[8]

(a) Weekend Rest Period for Employees Who Work a Five (5) Consecutive Day Workweek

An employee who works five (5) consecutive days in the workweek shall be entitled to a weekend rest period of fifty-four (54) hours, inclusive of the daily rest period.

The weekend rest period may be reduced to fifty (50) hours, inclusive of the daily rest period, in the following circumstances:

(1) the fifth day of the workweek is no longer than twelve (12) hours worked; and either

(2) (i) exterior night shooting, as called for in the script, is scheduled for the fifth day of the workweek;

(ii) work on the fifth day of the workweek takes place at a shooting location, access to which is limited to certain hours; or

(iii) work on the fifth day of the workweek is delayed due to health and safety concerns as a result of weather or a natural hazard that occurs during the course of the employee's work shift.

(3) Producer may utilize the foregoing exceptions:

(i) once on a one-time motion picture 66 minutes or more but less than 85 minutes in length;

(ii) no more than once every six (6) weeks on episodic series and mini-series;

(iii) twice on a theatrical motion picture or on a one-time motion picture 85 minutes or more in length.

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[8] If the production's first workweek is a partial workweek, the weekend rest period shall apply as if it were a full workweek.

(b) Weekend Rest Period for Employees Who Work a Six (6) Consecutive Day Workweek

An employee who works six (6) consecutive days in the workweek shall be entitled to a rest period of thirty-two (32) hours, inclusive of the daily rest period.

(c) Weekend Rest Period for Employees Whose Sixth Day Worked Occurs on the Seventh Day of the Workweek

An employee whose sixth day worked occurs on the seventh day of the workweek shall be entitled to a rest period of thirty-two (32) hours between the fifth day worked and the seventh day of the workweek, inclusive of the daily rest period.

(d) Measurement of the weekend rest period shall be the same as applies to the daily rest period.

(e) For motion pictures, parts of a mini-series or episodes of a series which commence principal photography prior to November 3, 2024, the penalty for invasion of the rest period provisions in subparagraphs 10.1(a)-(c) above shall be payment of additional straight time for the invaded hours only.

Effective for motion pictures, parts of a mini-series or episodes of a series which commence principal photography on or after November 3, 2024, the penalty for invasion of the rest period provisions in subparagraphs (a) – (c) above shall be payment of additional double time for the invaded hours only. 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).

(f) The foregoing rest periods shall not apply to a workweek shift.

11. Golden Hour Provisions

(a) (1) All time worked at a studio zone (or secondary studio zone) location or nearby 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:

Occurring on Any Day Other than a Holiday or the Sixth or Seventh Day Worked in an Employee's Studio Workweek: Two and one-half times (2.5x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours and three times (3x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of sixteen (16) consecutive hours (three times (3x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours on motion pictures, new mini-series and seasons of series commencing principal photography on or after August 4, 2024).

Occurring on the Sixth Day Worked in an Employee's Studio Workweek: Three and three-fourths times (3.75x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours and four and one-half times (4.5x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of sixteen (16) consecutive hours (four and one-half times (4.5x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours on motion pictures, new mini-series and seasons of series commencing principal photography on or after August 4, 2024).

Occurring on the Seventh Day Worked in an Employee's Workweek or Holiday: Five times (5x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours and six times (6x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of sixteen (16) consecutive hours (six times (6x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours on motion pictures, new mini-series and seasons of series commencing principal photography on or after August 4, 2024).

(2) In a shift of work all of which occurs solely on the premises in a studio, all time worked by "on production" employees in excess of fourteen (14) hours (including meal periods) and all time worked by "off production" employees 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 at the following rates:

Occurring on Any Day Other than a Holiday or the Sixth or Seventh Day Worked in an Employee's Studio Workweek: Two times (2x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours (twelve (12) consecutive hours in the case of "off production" employees) and three times (3x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of sixteen (16) consecutive hours (three times (3x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours on motion pictures, new mini-series and seasons of series commencing principal photography on or after August 4, 2024).

Occurring on the Sixth Day Worked in an Employee's Studio Workweek: Three times (3x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours (twelve (12) consecutive hours in the case of "off production" employees) and four and one-half times (4.5x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of sixteen (16) consecutive hours (four and one-half times (4.5x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours on motion pictures, new mini-series and seasons of series commencing principal photography on or after August 4, 2024).

Occurring on the Seventh Day Worked in an Employee's Studio Workweek or Holiday: Four times (4x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours (twelve (12) consecutive hours in the case of "off production" employees) and six times (6x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of sixteen (16) consecutive hours (six times (6x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours on motion pictures, new mini-series and seasons of series commencing principal photography on or after August 4, 2024).

(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 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 Paragraph 21(d)(3) below 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 fourteen (14) work hours shall be Golden Hours and shall be paid for in accordance with subparagraph (2) above.

(b) Once an employee is on Golden Hours, all work time thereafter (including meal periods, but excluding interruptions as defined below) shall be paid for at the applicable Golden Hour rate until the employee shall have received the applicable daily rest period. (Deductible meal periods shall not be included in work time which is to be paid for at the applicable Golden Hour rate for "on production" employees employed on television productions whose shift of work occurs solely on the premises in studio, at a studio zone (or secondary studio zone) location, at a nearby location, or at a combination of a studio and a studio zone (or secondary studio zone) and/or nearby location.)

If an employee reaches the Golden Hour rate applicable to the seventh day worked and continues to work past midnight on such seventh day worked, such rate shall apply until the employee is dismissed for a period of four (4) or more consecutive hours. If such dismissal is for four (4) or more hours but less than eight (8) hours, the employee shall revert to the regular weekday Golden Hour rate until dismissed for a period of eight (8) consecutive hours.

(c) To determine (1) when Golden Hours begin, or (2) the number of Golden Hours to be paid for once Golden Hours have begun, the following provisions shall apply:

WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK TO WORK IS LESS THAN FOUR (4) HOURS	WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK TO WORK IS BETWEEN FOUR (4) HOURS AND THE END OF THE APPLICABLE DAILY REST PERIOD	WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK EXCEEDS THE APPLICABLE DAILY REST PERIOD
(Work Time)	(Interruption)	(Full Daily Rest Period)
Intervening time is work time and is added to previous and subsequent work time.	Intervening time is not work time, but previous and subsequent work time are added together to determine (1) and (2) above.	Intervening time breaks accumulation of hours toward the Golden Hour point and stops Golden Hours if once begun.

(d) No clause.

(e) Compensation for Golden Hours shall be used only to pay for Golden Hours and shall supersede and replace any other compensation for work time during Golden Hours. However, in the event of a forced call, Golden Hours may be used to fulfill minimum call guarantees on the day(s) of the forced call.

12. Interchange of Job Classifications

(a) Any employee may be required to perform work in any job classification listed in the wage scale (Paragraph 1).

(b) For work time in a classification higher than employee's current classification, the provisions of Paragraph 13 shall apply.

(c) Work time in either a higher or a lower classification shall be credited to fulfill the minimum call of the current classification.

13. Working in Higher Classification

If two (2) or more hours of the workday are worked pursuant to a designated supervisor's authorization in a higher classification than the classification under which the employee is called for work, the higher rate shall prevail for the entire workday. The employee reverts to the regular classification the next day unless notified to the contrary.

14. Layoff Provisions

This provision applies to "off production" employees only.

(a) Any employee not personally notified of discharge at the end of a shift, who reports for work at the employee's next regular shift, shall be considered as having been called for a minimum call. Shifts commencing on days that would otherwise constitute the sixth or seventh day worked in the employee's workweek shall not be considered as regular shifts.

(b) No calls may be canceled after an employee has been dismissed for the day and has left the studio premises.

(c) The employee and the Union shall be notified of layoff and/or work call at the earliest time reasonably possible.

In order to implement this policy, upon the request of any Business Representative, a joint meeting will be arranged with the appropriate Executive, the Labor Relations Manager and the Producer's Department Head to discuss the above policy as applied to the Union.

If, subsequent to such meeting, the Union at any time believes that the notification policy is not being administered properly, it will discuss the matter with the Producer's Labor Relations Manager.

If the Union is not satisfied with the results following its discussion with the Labor Relations Manager, it may refer the matter to the Industry-Union Standing Committee.

15. Change and Cancellation of Calls

(a) With respect to "on production" employees, calls may be changed if made: (1) before 8:00 p.m. of the day preceding the call for any day other than the sixth or seventh day worked in the employee's workweek; or (2) with six (6) hours notice on the day of the call, provided that such notice is given after 7:00 a.m. on the day of the call.

(b) If, at the time of a call, the employee called is not on the employer's payroll, such call may not be canceled. The foregoing shall be applicable whether such employee is an "on production" or "off production" employee.

16. No Clause.

17. Time Cards and Computation of Work Time

(a) The employee's classification and wage schedule, starting and finishing time, deductible meal periods, rate changes and penalties, if any, shall be shown on the time card. Any items changed after time card is approved must be reviewed by the employee.

(b) Work time shall be computed from time ordered to report at department headquarters until dismissed at department headquarters.

(c) All time shall be computed in one-tenth hour (six minute) periods.

18. Stand-by Calls

There shall be no stand-by or relay calls. Holidays or days that would otherwise constitute the sixth or seventh day are not considered regular days of work. When an employee is dismissed on the fifth day worked in the workweek with a call for work on the first day of the following workweek, it shall not be considered a relay or stand-by call.

The parties confirm that the relay call prohibition shall not apply in connection with a holiday. Thus, the prohibitions set forth in this clause do not apply to an employee who is not required to report to work on the day immediately prior to or following a holiday, which day would otherwise be a regularly-scheduled workday. For example, suppose an employee ordinarily works on a Monday through Friday schedule and

December 25 (the Christmas holiday) falls on a Thursday. If the employee is not required to report to work on Friday, the employee may be given a call for the following Monday (December 29). As a further example, suppose the same facts as above except that Christmas falls on a Tuesday. If the employee is not required to work on the preceding Monday (December 24), the employee may be given a call on the preceding Friday (December 21) to return to work on Wednesday (December 26).

19. Pay-off Requirements

(a) The regular pay day will be on Thursday (holiday weeks excluded). When employee is laid off, the employee shall be paid by the next regular pay day or the pay check will be mailed or made available at a specific location in the county where the employee was hired or performed labor by the next regular pay day. All employees will be offered the option of direct deposit for payment of their wages.

The regular pay day will be on Friday for employees working on distant location.

(b) If, due to the fault of the Producer, an employee does not receive wages or salary on a timely basis, the Producer shall, within three (3) days after being so notified by the employee, issue a check in payment of same to the employee.

(c) The Producer agrees to use its best efforts to break down overtime payments on the employee's pay check stub and to show amounts paid as meal penalties.

(d) Employees hired under the "on call" schedule shall be paid for work on recognized holidays, and for sixth and seventh days worked in an employee's workweek not later than the second Thursday following the payroll week in which such days are worked.

20. Meal Periods and Meals

The meal period provisions below apply to both "on production" and "off production" employees.

(a) Meal periods shall be not less than one-half (½) hour nor more than one (1) hour in length. Not more than one meal period shall be deducted from work time for an employee during the minimum call. A second meal period may be deducted from work time for those employees who work in excess of the minimum call. The minimum guarantee of work time after an evening meal shall be one and one-half

(1½) hours. This guarantee does not apply when such meal is supplied at the Producer's expense.

(b) The employee's first meal period shall commence within six (6) hours following the time of first call for the day; succeeding meal periods for the same employee shall commence within six (6) hours after the end of the preceding meal period. An employee's first meal period shall commence no earlier than two (2) hours after such employee reports for work, except as provided in subparagraph (d) below.

There will be a twelve (12) minute grace period, which is not to be a scheduled grace period, prior to imposition of any meal penalty.

(c) The meal interval may be extended one-half (½) hour without penalty when used only for wrapping up or overlapping shifts on production units on shooting days, if the employee is dismissed within one-half (½) hour. Shooting may be included in such wrapping-up period as described in the next subparagraph. In the case of Gang Bosses and/or other "off production" employees who normally overlap shifts, the meal interval will be extended not to exceed one-half (½) hour without penalty.

During the one-half (½) hour wrap-up period, at the expiration of the sixth hour, the Producer may complete the camera take in progress, but may not commence another take.

However, if an additional camera take occurs during such wrap-up period, or if such period is used for shooting only, the meal delay penalty provisions shall apply. Failure to dismiss the employee within the one-half (½) hour automatically cancels the right to extend the meal interval without penalty.

(d) If any member of the company after commencement of work time is given a reasonable hot meal, without deducting the time spent in eating (30 minutes) from work time, then the first meal period may be six (6) hours after such hot meal.

(e) When an "on production" employee is away from home studio, Producer will supply meals (except when work is at another studio which has adequate meal facilities).

(f) When an "off production" employee on a nearby location is required to work where convenient meal facilities are lacking, the Producer will furnish meals unless employee is notified the night before reporting for work that the employee is to work where such facilities are lacking. However, in no event shall such employee be required to furnish more than one meal per day.

(g) When the Producer furnishes meals to a shooting unit off any lot, and an "off production" crew is working on the same site at the same time for the same unit, the Producer will likewise furnish meals to the "off production" crew.

(h) The meal penalty for delayed meals shall be computed as follows:

First one-half (½) hour meal delay or fraction thereof..$10.00

Second one-half (½) hour meal delay or fraction thereof..$12.50

Third and fourth one-half (½) hour meal delay or fraction thereof..$15.00

Fifth and each succeeding one-half (½) hour meal delay or fraction thereof.............................$25.00

For any workweek in which an employee is entitled to more than twenty (20) meal period penalties, all subsequent meal period penalties for that employee in that workweek shall be compensated at one (1) hour of pay at the prevailing rate for each one-half (½) hour of meal delay or fraction thereof.

Such allowance shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee.

(i) A box lunch is not considered an adequate second meal or wrap meal under this provision, unless box lunches are being provided for the entire crew for that specific meal.

(j) As an alternative to the provisions of subparagraphs (a) through (i) above as they relate to "on production" employees, the Producer, at its option, may institute "French hours" on a daily basis for "on production" employees, so long as a "French hours" system applies to all crew members. Meal time shall not be deductible.

III. STUDIO ZONE AND SECONDARY STUDIO ZONE DEFINITIONS AND WORKING CONDITIONS

21. Studio Zone

(a) Studio Zone Defined

The studio zone shall be the area within a circle of thirty (30) miles in radius from Beverly Boulevard and La Cienega Boulevard, Los Angeles, California and includes Agua Dulce, Castaic (including Lake Castaic), Leo Carillo State Beach, Ontario International Airport, Piru and Pomona (including the Los Angeles County Fair Grounds). The Metro-Goldwyn-Mayer, Inc. Conejo Ranch property shall be considered as within the thirty (30) mile studio zone. (See Exhibit "Z" attached.)

(b) Work Time

Studio rates and working conditions shall prevail for all work performed within the studio zone. However, for newly-called employees and those employees notified on the previous day prior to their departure from the studio (or the zone location) to report at the zone location, work time shall begin and end at the zone location; otherwise, work time shall begin and end at the studio. Such work time includes travel time both ways between the studio and the zone location.

(c) Transportation Within the Studio Zone

Except as is otherwise provided herein, with respect to work at any studio zone location, Producer shall either furnish transportation to the employee or, at its option, may require employee to report at such location, in which case it will allow mileage of thirty cents ($0.30) per mile computed between the studio and zone location and return. This allowance shall be paid in petty cash on the day the mileage is incurred. Employee shall not be requested to transport other employees or equipment (other than trade tools). The studio shall have the right to require the employee to report (subject to the same mileage allowance between the studio and the pick-up point) at a pick-up point within the studio zone for subsequent transportation furnished by the studio from such pick-up point to nearby location and return to the pick-up point. Work at another studio is not a "zone location." The Union will not unreasonably deny a request for waiver of the mileage allowance for employees who report to a "zone location" which is a regular place of employment for a production. As to theatrical motion pictures only, the Producer shall not be required to pay a mileage allowance to any employee reporting to a "zone location" within Los Angeles County which is within a ten (10) mile radius from a point to be designated by the Producer. Commencing outside the ten (10) mile radius, a mileage allowance will be paid as provided above. Secured parking will be provided at such locations as hereinafter required in this provision.

The parties agree that the Long Beach Dome, located in Long Beach, California, is a "studio" within the meaning of this Paragraph 21. Therefore, no mileage allowance is required to be paid to employees who report to the Long Beach Dome for work.

Employees who have reported or were directed to report to a location within the studio zone may instead be required to report to a studio when work cannot be performed at the location due to weather conditions, the illness of a performer, director, etc. or other unforeseen event. Under such circumstances, the employees who have reported to the location site may be required to use their own vehicles for transportation to the studio. In that event, the time spent traveling from the location to the studio shall be work time and the work shift shall end at the studio.

(d) Reporting Within the Zone

As to an employee reporting to a designated site within the studio zone:

(1) If there are any moves required in the studio zone from one location to another, the employees will be transported to and from such other location.

(2) All "on production" or "off production" work must be done within the studio zone.

(3) Golden Hours - When this provision applies, if an employee reports for work outside a studio and within the studio zone, the Golden Hour pay rates will commence after twelve (12) elapsed hours, except that on television productions, Golden Hour pay rates for "on production" employees will commence after twelve (12) hours worked as provided in Paragraph 11(a)(3).

(e) Parking Facilities

When an employee reports for work within the studio zone other than at a studio, the Producer will pay for parking in a supervised public parking lot. If no such public parking is available, the Producer will provide supervised or secured parking.

(f) Material Violations

If the Local Union claims that a material violation of Paragraph 21 is occurring with respect to the employees covered by this Agreement, then:

(1) Such Local Union shall immediately notify the designated representative of Producer, the Chair of the Basic Crafts, the AMPTP and CSATF.

(2) Such Local Union and such representative of the Producer shall immediately settle the dispute or determine whether or not there is a material violation of this Section.

(3) In the event the Local Union and the Producer do not settle the dispute or make such a determination as above provided, then the Basic Crafts, the AMPTP and CSATF must, within twenty-four (24) hours after receipt of such notice of the alleged material violation, determine whether or not there is such a material violation. Such a determination shall be final and binding upon the parties and the employees subject to this Agreement.

If it is so determined that there is such a material violation, this studio zone provision: (i) with respect to television films, shall be suspended in respect to production of the television episode involved; and (ii) with respect to a theatrical motion picture, shall be suspended in respect to production of the theatrical picture involved for a period of fifteen (15) calendar days following the determination that there is such a material violation. Provided, however, Producer shall not reschedule the shooting from the zone to the studio in order to avoid the application of this provision.

(4) Alleged violations of this studio zone provision shall not be subject to the Grievance and Arbitration Procedure of Article 7.

22. Secondary Studio Zone

(a) The secondary studio zone shall be the area extending ten (10) miles from the perimeter of the studio zone and including John Wayne Airport and the City of Huntington Beach. It does not include any of the areas that fall within the definition of the studio zone in Paragraph 21 above.

(b) When an employee is directed to report to a location within the secondary studio zone, the following shall apply:

(1) Producer shall notify employees not less than twenty-four (24) hours in advance that it intends to require employees to report to a location within the secondary studio zone. Such notification shall not constitute a work call.

(2) Mileage shall be paid from the studio or production office to and from the location within the secondary studio zone. In addition, the Producer shall pay a $4.50 per day allowance to each employee asked to report within the secondary studio zone.

(3) Courtesy housing shall be offered to those employees who work in excess of twelve (12) hours in the secondary studio zone.

(4) Rest periods shall be calculated from the perimeter of the thirty-mile studio zone.

(5) Except as otherwise provided in this Paragraph 22, all of the other provisions applicable to an employee reporting within the thirty-mile studio zone shall apply.

23. Zone Waivers

The Union agrees to not unreasonably deny waivers for locations, such as Lake Hughes, Elizabeth Lake and the Nikken Building in Irvine, that are outside the thirty (30) mile Studio Zone and the Secondary Studio Zone, to be treated as within the Secondary Studio Zone.

24. No Clause.

IV. NEARBY LOCATION DEFINITIONS AND WORKING CONDITIONS

25. Nearby Locations Defined

Nearby locations are those locations outside of the studio zone (or secondary studio zone) on which employees are not lodged overnight, but return to the studio or home at the end of the workday.

26. Work Time; Travel Time

Studio rates and working conditions shall prevail on nearby locations. Work time shall begin when ordered to report at the studio and continue until dismissed at the studio. Travel time to and from the location shall be work time.

27. Transportation

The studio shall furnish transportation to and from nearby locations.

28. Truck Travel Allowances

Employees riding trucks to and from nearby locations shall receive truck travel allowances of twenty-five cents (25¢) per hour or fraction thereof for such time traveled. The minimum allowance each way is one (1) hour. Such allowance shall be in addition to the compensation for work time during travel and shall not be applied as part of any guarantee.

29. Golden Hours

Travel time shall be considered as work time in the computation of Golden Hours. In addition, Paragraphs 11(a)(1) and (3), (b), (c) and (e) shall apply.

30. No Clause.

V. DISTANT LOCATION MINIMUM WAGE SCALE

31. (a) (1) The following distant location wage scale shall be effective for the period commencing with August 1, 2024 to and including August 3, 2024.

Studio Utility Employees, Local 724	Distant Location Minimum Rates	
	Schedule A Daily	Schedule C (Exempt)
8/1/24 – 8/3/24	1½ after 8 and/or 40; Min. Call - 9½ hrs. (excl. Sundays)	Weekly "On Call"
	Regular Basic Hourly Rate	
Occ. Code No. Classification	Per Hour	Per Week
5100 Laborer Foreperson	$44.10[1]	$2,314.74[3]
5101 Laborer Gang Boss	41.11	
5103 Gardener Gang Boss	44.72	
5111 Laborer	39.23	
5112 Entry Level Employee[5]	18.62	
5119 Pot Washer (Paint)	40.44	
5120 Concrete Tender	41.79	
5121 Plaster Tender (Hod Carrier)	41.79	
5122 Sand Blaster	40.71	
5125 Roofer	40.71	
5126 Tar Pot Man	40.71	
5129 Pneumatic Tool Operator[8]	41.11	
5133 Horticulturist	42.24	
5143 Gardener	39.97	
5151 Toolroom Keeper	40.44	

Footnotes applicable to this Paragraph 31.(a)(1) begin on page 124.

(2) The following distant location wage scale shall be effective for the period commencing with August 4, 2024 to and including August 2, 2025.

Studio Utility Employees, Local 724	Distant Location Minimum Rates	
	Schedule A Daily	Schedule C (Exempt)
8/4/24 – 8/2/25	1½ after 8 and/or 40; Min. Call - 9½ hrs. (excl. Sundays)	Weekly "On Call"
	Regular Basic Hourly Rate	
Occ. Code No. Classification	Per Hour	Per Week
5100 Laborer Foreperson	\$47.19[1, 2]	\$2,551.07[3]
5101 Laborer Gang Boss	43.99	
5103 Gardener Gang Boss	47.85	
5111 Laborer[4]	41.98	
5112 Entry Level Employee[5]	25.19	
5119 Pot Washer (Paint)[6]	43.27	
5120 Concrete Tender	44.72	
5121 Plaster Tender (Hod Carrier)[7]	44.72	
5122 Sand Blaster	43.56	
5125 Roofer	43.56	
5126 Tar Pot Man	43.56	
5129 Pneumatic Tool Operator[8]	43.99	
5133 Horticulturist	45.20	
5143 Gardener	42.77	
5151 Toolroom Keeper	43.27	

Footnotes applicable to this Paragraph 31.(a)(2) begin on page 124.

(3) The following distant location wage scale shall be effective for the period commencing with August 3, 2025 to and including August 1, 2026.

Studio Utility Employees, Local 724	Distant Location Minimum Rates	
	Schedule A Daily	Schedule C (Exempt)
8/3/25 – 8/1/26	1½ after 8 and/or 40; Min. Call - 9½ hrs. (excl. Sundays)	Weekly "On Call"
	Regular Basic Hourly Rate	
Occ. Code No. Classification	Per Hour	Per Week
5100 Laborer Foreperson	$49.08[1, 2]	$2,653.11[3]
5101 Laborer Gang Boss	45.75	
5103 Gardener Gang Boss	49.76	
5111 Laborer[4]	43.66	
5112 Entry Level Employee[5]	26.20	
5119 Pot Washer (Paint)[6]	45.00	
5120 Concrete Tender	46.51	
5121 Plaster Tender (Hod Carrier)[7]	46.51	
5122 Sand Blaster	45.30	
5125 Roofer	45.30	
5126 Tar Pot Man	45.30	
5129 Pneumatic Tool Operator[8]	45.75	
5133 Horticulturist	47.01	
5143 Gardener	44.48	
5151 Toolroom Keeper	45.00	

Footnotes applicable to this Paragraph 31.(a)(3) begin on page 124.

(4) The following distant location wage scale shall be effective for the period commencing with August 2, 2026 to and including July 31, 2027.

Studio Utility Employees, Local 724	Distant Location Minimum Rates	
	Schedule A Daily	Schedule C (Exempt)
8/2/26 – 7/31/27	1½ after 8 and/or 40; Min. Call - 9½ hrs. (excl. Sundays)	Weekly "On Call"
Occ.	Regular Basic Hourly Rate	
Code No. Classification	Per Hour	Per Week
5100 Laborer Foreperson	$50.80[1, 2]	$2,745.97[3]
5101 Laborer Gang Boss	47.35	
5103 Gardener Gang Boss	51.50	
5111 Laborer[4]	45.19	
5112 Entry Level Employee[5]	27.11	
5119 Pot Washer (Paint)[6]	46.58	
5120 Concrete Tender	48.14	
5121 Plaster Tender (Hod Carrier)[7]	48.14	
5122 Sand Blaster	46.89	
5125 Roofer	46.89	
5126 Tar Pot Man	46.89	
5129 Pneumatic Tool Operator[8]	47.35	
5133 Horticulturist	48.66	
5143 Gardener	46.04	
5151 Toolroom Keeper	46.58	

Footnotes applicable to this Paragraph 31.(a)(4) begin on page 124.

1 For facilities employees, this schedule may be used only if an "on call" Schedule C person is also employed.

2 The minimum wage rate applicable to the Schedule A Laborer Foreperson who is designated by the Construction Coordinator as the lead Laborer Foreperson on a production shall be $48.60 per hour from August 4, 2024 to August 2, 2025; $50.54 per hour from August 3, 2025 to August 1, 2026; and $52.31 per hour from August 2, 2026 to July 31, 2027. Application of this wage rate is limited to one Schedule A Laborer Foreperson on the production.

3 This rate is for five (5) days only. See subparagraph (f) for rates applicable to six (6) days and seven (7) days within a payroll week.

4 Effective August 4, 2024, an employee who is required by the Producer to perform lead abatement, asbestos removal or mold removal or handle biohazardous material shall be paid two dollars ($2.00) per hour more than the Laborer rate while performing that work. Producer shall not, as a result of this agreement, reduce the hourly wage rate of any hazmat employee employed by the Producer prior to the effective date of this provision.

5 All persons subject to this Agreement (including furniture movers) hired on or after August 1, 1988 who are not eligible for placement on the Industry Experience Roster as of that date may be hired as Entry Level employees. The wage progression for such employees shall be as follows:

Length of Experience	**Wage Scale Progression**	**8/1/24-8/3/24**
0 to 80 days		$18.62
81 to 160 days	70% of the Journeyman level rate	$27.46
161 to 240 days	75% of the Journeyman level rate	$29.42
241 to 320 days	80% of the Journeyman level rate	$31.38
321 to 400 days	85% of the Journeyman rate	$33.35
401 to 480 days	90% of the Journeyman level rate	$35.31
Over 480 days	Journeyman level rate	$39.23

Length of Experience	Wage Scale Progression	8/4/24-8/2/25	8/3/25-8/1/26	8/2/26-7/31/27
0 to 80 days	60% of the Journeyman level rate	$25.19	$26.20	$27.11
81 to 215 days	80% of the Journeyman level rate	$33.58	$34.93	$36.15
216 to 350 days	90% of the Journeyman level rate	$37.78	$39.29	$40.67
Over 350 days	Journeyman level rate	$41.98	$43.66	$45.19

CSATF will establish a procedure to certify the length of experience of all persons covered under the above wage scale progression.

It shall be the obligation of the employee to:

(1) request such certification;

(2) assist when necessary in obtaining the information required for certification;

(3) verify to the Producer employing the employee the status of the employee's certified length of experience and wage scale progression. (An employee shall not be entitled to a wage scale progression until the employee has obtained certification from CSATF and verified such certification with the Producer.)

It shall be the obligation of the Producer to provide the employee and CSATF with employment information when necessary to certify length of experience hours and to determine the appropriate wage scale progression.

6 Effective August 4, 2024, the Pot Washer (Paint) (Occ. Code 5119) rate shall be payable to employees assigned to work in the paint shop or the paint department.

7 Effective August 4, 2024, the Plaster Tender (Hod Carrier) (Occ. Code 5121) rate shall be payable to employees assigned to work in the plaster shop or with a group of plasterers on production.

8 Including hand-supported motor-driven post-hold diggers, chain saws, motor-operated weed spraying machines, hand-operated fork lifts.

(b) No clause.

(c) Employees hired under the "on call" schedule shall receive, in addition to their current studio rate, a distant location allowance of six dollars ($6.00) per diem.

(d) The regular distant location workweek shall consist of any six (6) consecutive days out of any seven (7) consecutive days, commencing with the first of such six (6) days. However, the six (6) consecutive day requirement shall not apply upon the commencement of any regularly-scheduled six-day-per-week shift. (For example, on starting a new shift, a schedule that provides for an employee to work on Monday and Tuesday, with Wednesday as a regular day off, and is followed by work on Thursday through the following Saturday does not violate the six (6) consecutive days requirement.)

An employee who is not required to work on the sixth or seventh day in the employee's workweek on distant location shall receive an allowance equivalent to four (4) hours of straight time pay at the scheduled minimum wage rate, plus pension and health contributions for eight (8) hours.

The Union agrees to consider in good faith, on a production-by-production basis, requests for a waiver of the requirement to pay an eight (8) hour allowance for the seventh day not worked on distant location. Such requests shall be made to the Chair of the Basic Crafts Unions.

The day of departure and the day of return shall be considered distant location days.

(e) Sixth and Seventh Day in an Employee's Workweek on Distant Location

For the seventh day worked in an employee's workweek on distant location, the following shall apply: All employees are paid at their scheduled Regular Basic Hourly Rates. The minimum call is eight (8) hours. All allowances and computations are separate and apart from the six-day workweek.

Daily and Weekly Employees	
Sixth or Seventh Day Not Worked in the Employee's Workweek	Allowance of 4 hours pay at straight time at the minimum wage rate (not work time), plus pension and health contributions for eight (8) hours.
Seventh Day Worked in the Employee's Workweek	Double time, separate and apart.

(See Paragraph 39 for work-and-travel.)

(f) Payment Provisions Applicable to the Sixth and Seventh Days in an Employee's Workweek on Distant Location and to Partial Workweeks for Employees Hired under the "On Call" Schedule

(1) Notwithstanding any other provision of this Agreement, the following shall apply to employees hired under the "on call" schedule with respect to employment on the sixth or seventh day in an employee's workweek on distant location, whether work is performed or not:

(i) For each sixth day worked in an employee's workweek during a full six (6) day workweek, employee shall receive one and one-half times one-fifth (1/5) of the "on call" weekly rate in effect in addition to the "on call" salary in effect.

(ii) For each sixth day not worked in an employee's workweek during a full six (6) day workweek, employee shall receive one-twelfth (1/12) of the scheduled minimum "on call" weekly rate, plus pension and health contributions for seven (7) hours.

(iii) For each seventh day not worked in an employee's workweek, employee shall receive an allowance equal to one-twelfth (1/12) of the scheduled minimum "on call" weekly rate, plus eight (8) hours for the seventh day not worked.

(iv) For each seventh day worked in an employee's workweek, if employee actually performs work at the direction of the Producer, employee shall be paid an additional amount equal to one-third (⅓) of the "on call" weekly rate in effect. Said amount shall be paid in addition to any amount due for the sixth day in an employee's workweek on distant location pursuant to the above subparagraphs.

The term "rate in effect" means wage scale plus amounts in excess of scale, if any.

Notwithstanding any agreement between employee and Producer, the aggregate compensation paid to such employee shall not be less than the scheduled studio weekly minimum "on call" rate plus any additional compensation due for the sixth or seventh day in the employee's workweek as required hereinabove and any additional compensation due for work on a recognized holiday as required hereinbelow.

In no event shall such employee hired under the "on call" schedule receive less than the scheduled studio weekly minimum "on call" rate plus one-sixth (1/6) of such scheduled weekly minimum "on call" rate for such six (6) days worked or the scheduled studio weekly minimum "on call" rate plus one-third (⅓) of such scheduled weekly minimum "on call" rate for such seven (7) days worked.

(2) Partial Workweek

In a partial workweek consisting of studio workdays and distant location workdays, studio days shall be prorated at one-fifth (1/5) of the scheduled studio minimum salary rate and distant location days shall be prorated at one-sixth (1/6) of such rate; provided, however, that for any five (5) consecutive days within the same payroll week, an employee shall be paid not less than the scheduled studio minimum salary rate.

(g) Holidays on Distant Location

(1) All employees are paid at their scheduled Regular Basic Hourly Rates. Minimum calls are as specified in Paragraph 31. Payment shall be made or work time credit shall be given in accordance with the following schedule:

Daily Employees

Holidays not Worked	Work time credit of minimum call. This is compensation for readiness to perform services even though no actual work is required.
Holidays Worked	Double time. (Hours worked are excluded from weekly computation for the six-day workweek.)

(See Paragraph 39 for work-and-travel.)

(2) If a holiday falls on a Saturday, it will be observed on a Saturday.

(3) If an employee hired under the "on call" schedule is specifically instructed and requested by Producer to perform work on a recognized holiday on distant location, under the direction and control of Producer, Producer shall pay such employee one-sixth (1/6) of the employee's "on call" weekly salary in effect for each such recognized holiday so worked. Said amount shall be payable not later than the second Thursday following the employee's return to the studio.

(h) No clause.

(i) The parties confirm that any day worked in a partial workweek either before or after one (1) full week of employment may be prorated at the rate of one-sixth (1/6) of the distant location "on call" weekly rate for each distant location workday.

32. Minimum Calls and Allowances on Distant Location

(a) Except as provided in Paragraph 32(b) below, all employees are guaranteed pay for the scheduled minimum call as work time for each weekday on distant location.

(b) Daily and weekly employees are guaranteed a four (4) hour straight time allowance at the minimum wage rate (not work time) for the sixth or seventh day not worked in the employee's workweek, plus pension and health contributions for eight (8) hours.

(c) Minimum call time and cumulative work time are recognized as work time and employees shall hold themselves in readiness to serve the Producer during such times.

33 - 35. No Clauses.

VI. DISTANT LOCATION DEFINITIONS AND WORKING CONDITIONS

(Only Paragraphs 36, 37, the second and third sentences of Paragraph 39(a) and Paragraph 39(f) of this Section VI are applicable to employees hired under the "on call" schedule.)

36. Distant Locations Defined

Distant locations are locations on which the employee is required to remain away and be lodged overnight.

37. Traveling Expenses and Accommodations

(a) Traveling Expenses

The employee's necessary traveling expenses, meals and lodging shall be made available at the Producer's expense. For travel anywhere in the United States, Canada and Mexico, the Producer shall furnish air transportation to and from distant location. For travel outside the United States, Canada and Mexico, employees shall be furnished business class air transportation, except that when business class accommodations are not available, employees shall travel first class. Producer agrees to use its best efforts to furnish and maintain, during travel time, reasonably comfortable riding conditions in the class of transportation provided, avoiding overcrowding and providing proper space for baggage and tools.

Producer will direct the employee that the employee must use the Producer's form of transportation to distant location. In those instances in which Producer purchases public air transportation to and from such location site, the Producer agrees to purchase tickets refundable only to Producer.

(b) Accommodations

Employees on distant location shall be entitled to single room housing when it is reasonably available.

38. No Clause.

39. Travel Time, Work-and-Travel Conditions and Pay Provisions

(a) An employee (other than an "on call" employee) who is transported by airplane, train, bus or other private or common carrier by the Producer to distant location on any day of the week (including holidays) and who is not required to work on such travel day shall receive an allowance of four (4) hours of pay at straight time or pay for time traveled, whichever is greater, but in no event more than eight (8) hours of pay at straight time. "On call" employees who travel only to or from distant location shall be paid an allowance of one-sixth (1/6) of the scheduled minimum weekly "on call" rate for any day so traveled. Effective August 4, 2024, 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.

(b) No clause.

(c) Travel-and-Work or Work-and-Travel

Travel time within the minimum call shall be paid for as work time and computed towards the commencement of Golden Hours, but shall not be paid for at the Golden Hour rate. If travel time occurs outside the minimum call, it shall be deemed to be "work time," but shall not be used in determining the commencement of Golden Hours. However, travel time occurring outside the minimum call and between the hours of 6:00 p.m. and 6:00 a.m., when sleeping accommodations are provided, shall not be deemed to be travel time or work time.

For example - (applicable only when the minimum call is nine and one-half (9½) hours):

(1) On day of departure, employee travels ten (10) hours, then works five and one-half (5½) hours. All hours are deemed work time and fifteen (15) hours are computed toward Golden Hours.

(2) On day of return, employee works eight (8) hours and travels seven (7) hours. All hours are deemed work time but only nine and one-half (9½) hours are computed toward Golden Hours.

(d) Other Travel Provisions

(1) Distant location working conditions shall apply on the day of departure, day of return and intervening days.

(2) Local Travel Time

There shall be no deduction from work time for local travel time on distant locations. For the purposes of this Paragraph, "local travel time" is defined as the actual time consumed at the beginning and end of each day's work in transporting the employee to and from the housing base at distant location and the shooting site or place of work.

(e) Time Spent Waiting to Travel on Day of Departure from Distant Location

On the day of departure from a distant location, when sleeping accommodations at the location are not available to the employee after 9:00 p.m., time spent after 9:00 p.m. in waiting for transportation, when the minimum call is not in effect, shall be compensated for as an allowance.

(f) Travel Insurance

The Producer shall provide accidental death insurance in a sum not less than one hundred thousand dollars ($100,000) for the benefit of the employee's designated beneficiary when the employee is required to travel at the request of the Producer in transportation furnished by the Producer.

Employees shall be permitted to fill out a form specifying a beneficiary. Such form shall be filed with the designated representative of the Producer.

An employee, by refusing in good faith to travel by airplane, will not jeopardize future working opportunities on assignments which do not require travel by airplane.

(g) Truck Travel

An employee required to ride a truck and assigned to and responsible for the care of the cargo in transit shall be deemed working and not traveling for the purposes of Golden Hours.

40. No Clause.

41. Call-backs (Daily Rest Period)

The daily rest period following dismissal shall be eight (8) hours on distant location.

When the daily rest period is invaded, intervening time of less than four (4) hours between dismissal and call-back for work shall be work time; intervening time of four (4) or more hours shall not be work time. When intervening time is less than four (4) hours, such time may be applied as part of the "call-back" guarantee. All employees are paid at their scheduled Regular Basic Hourly Rates.

Minimum Guarantees for "Call-backs" During Daily Rest Periods Following Dismissal		
Classification	Any Day Other than a Holiday or the Sixth or Seventh Day Worked in an Employee's Workweek	Holidays or Sixth or Seventh Day Worked in an Employee's Workweek*
Daily Employees	4 hours at 1 ½; 1½ thereafter	3 hours at double time; double time thereafter
Weekly Employees	½ minimum call	½ minimum call

*The above "call-back" guarantees for the sixth or seventh day worked in an employee's workweek and holidays do not apply when employee reports to work on such days within the appropriate daily rest period following dismissal from work starting on the previous day. In such event, the "call-back" guarantee is the minimum call in hours as specified in Paragraph 31.

41.1. <u>Weekend Rest Period on Distant Location</u>[9]

Paragraph 10.1 shall apply on distant location, except that the weekend rest periods on distant location shall be measured "set-to-set" or, if the employee is not employed on a set, "worksite-to-worksite," meaning the measurement for the weekend rest period shall commence upon dismissal at the set (or at the worksite) and end at call time at the set (or at the worksite).

42. <u>No Clause</u>.

43. <u>Sixth Day Worked on Distant Location</u>

The sixth day worked in an employee's workweek on distant location is a straight time day.

[9] If the production's first workweek is a partial workweek, the weekend rest period shall apply as if it were a full workweek.

44. Golden Hours on Distant Location

(a) Travel time to be used in the computation of Golden Hours shall be subject to the following:

If travel time, with other than truck transportation as above provided in Paragraph 39(g), added to recesses (if any) immediately before and after such travel, totals less than eight (8) hours, such interval shall be deemed an "interruption" for the purposes of Golden Hours, but if such interval equals eight (8) or more hours, it shall be considered a "full daily rest period."

(b) The rate for Golden Hours, as defined in Paragraph 11(a)(1), for distant location employment shall be as follows:

(1) For such employment occurring on any day other than a holiday or the seventh day worked in an employee's workweek, two and one-half times (2.5x) the employee's scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours (including meal periods) from the time of reporting for work and three times (3x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of sixteen (16) consecutive hours (three times (3x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours on motion pictures, new mini-series and seasons of series commencing principal photography on or after August 4, 2024).

(2) For such employment occurring on a holiday or the seventh day worked in the employee's workweek, five times (5x) the employee's scheduled Regular Basic Hourly Rate for all hours worked in excess of fourteen (14) consecutive hours (including meal periods) from the time of reporting for work and six times (6x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of sixteen (16) consecutive hours (six times (6x) the scheduled Regular Basic Hourly Rate for all hours worked in excess of fifteen (15) consecutive hours on motion pictures, new mini-series and seasons of series commencing principal photography on or after August 4, 2024).

(c) In addition, Paragraphs 11(b), (c) and (e), as modified in this Paragraph, shall apply.

45. Meal Periods on Distant Location

(a) Meal periods (not counted as time worked) shall be not less than one-half (½) hour nor more than one (1) hour. The first meal period after reporting for work shall be called not later than six (6) hours after reporting for work, and subsequent meal periods shall be called not later than six (6) hours after the expiration of the previous meal period, except the interval prior to the last meal period of the day may be extended to six and one-half (6½) hours without penalty provided the employee performs no work on the shooting site after such meal. There will be a twelve (12) minute grace period, which is not to be a scheduled grace period, prior to imposition of any meal penalty.

(b) If an employee works fewer than nine and one-half (9½) hours on a shift, only one meal is to be deducted. If the employee works nine and one-half (9½) hours or more, more than one meal period may be deducted.

(c) The meal penalty for delayed meals shall be computed as follows:

First one-half (½) hour meal delay or fraction thereof.. $10.00

Second one-half (½) hour meal delay or fraction thereof.. $12.50

Third and fourth one-half (½) hour meal delay or fraction thereof... $15.00

Fifth and each succeeding one-half (½) hour meal delay or fraction thereof............................. $25.00

For any workweek in which an employee is entitled to more than twenty (20) meal period penalties, all subsequent meal period penalties for that employee in that workweek shall be compensated at one (1) hour of pay at the prevailing rate for each one-half (½) hour of meal delay or fraction thereof.

Such allowance shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee.

(d) As an alternative to the provisions of subparagraphs (a) through (c) above as they relate to "on production" employees, the Producer, at its option, may institute "French hours" on a daily basis for "on production" employees, so long as a "French hours" system applies to all crew members. Meal time shall not be deductible.

46. Night Premiums on Distant Location

There are no night premiums on distant location.

47. Time Cards on Distant Location

Time cards shall be approved by a representative of the Producer. The employee's classification and wage schedule, starting and finishing time, deductible meal periods, rate changes and penalties, if any, shall be shown on the time card. Any items changed after time card is approved must be reviewed by the employee.

48. Clean-Up Facilities on Location

With respect to employees who are required by Producer to travel on public transportation on a work-and-travel day, upon completion of work on the day of departure from a location, the Producer shall make available two (2) rooms where members of the crew who performed manual work may change and wash up, unless rooms are not available as a result of circumstances beyond the Producer's control.

With respect to employees who are required by Producer to travel on public transportation on a work-and-travel day, upon completion of work at the studio on the day of departure, an adequate opportunity shall be afforded members of the crew who performed manual work to change and wash up.

If such opportunity and facilities are not so made available to such employee as required above, each such employee shall be paid, in addition to other compensation, an allowance at straight time for the length of the return travel time.

49. Other Working Conditions

Unless modified by Paragraphs 31 to 48 inclusive, all other studio working conditions shall prevail on distant location.

50. Distant Location Assignments

(a) When set construction takes place on a distant location site of Producer's production unit originating from Los Angeles County and a substantial construction crew consisting of prop makers, painters and/or plasterers is sent from Los Angeles County to such set construction location, the Producer agrees to consider in good faith employing one

(1) Laborer subject to the terms of this Agreement on such location when needed.

Disputes arising under this provision shall be submitted for resolution to a special Joint Cooperative Committee, instead of to grievance and arbitration as provided in Article 7. The Joint Cooperative Committee shall consist of an equal number of Union and Producer representatives, including at least one (1) representative of the Union and one (1) representative of the AMPTP. The Cooperative Committee shall convene within forty-eight (48) hours after notice of the dispute is given to the AMPTP.

(b) When one (1) or more employees subject to Paragraph 68 are assigned to a distant location construction site and the provisions of Paragraph 61 require the assignment of one (1) or more Gang Bosses, employees subject to Paragraph 68 shall be such Gang Boss or Gang Bosses.

(c) Available qualified employees hired outside of the County of Los Angeles to perform services covered by this Agreement shall be deemed to be working within a studio or studio zone (or secondary studio zone), as the case may be; provided, however, that a sixth day worked by such employee in the workweek shall be a time and one-half (1½) day. Such employee shall be subject to and covered by all of the provisions of this Agreement except the following:

Article 11 ("Health Plan"), Article 12 ("Pension Plan"), Article 12A. ("Motion Picture Industry Individual Account Plan"), Article 13 ("Motion Picture Industry Health Plan - Retired Employees Fund"), Article 14 ("Pre '60 Theatrical Motion Pictures"), Article 15 ("Post '60 Theatrical Motion Pictures"), Article 18 ("Contract Services Administration Trust Fund"), Article 21 ("Supplemental Markets"), Article 21A. ("Special Residual Formula for Theatrical Motion Pictures Licensed to Free Television and/or Supplemental Markets for which a Minimum Guarantee or Non-Returnable Advance is Payable"), Paragraph 37 ("Traveling Expenses and Accommodations"), Paragraph 39 ("Travel Time, Work-and-Travel Conditions and Pay Provisions"), Paragraph 68 ("Seniority"), Paragraph 72 ("Vacations") and Paragraph 74 ("Severance Pay").

Paragraph 9 ("Holidays") shall be applicable only if a designated holiday is worked.

(d) When set construction is to take place on a distant location site of Producer's production unit originating from Los Angeles County to a distant location construction site, Producer shall give the Union as much advance notice of such matters as is reasonably possible.

(e) When Producer requires employees to perform work covered by this Agreement who are to be hired on location, Producer shall notify the Union, which shall advise the Producer if qualified employees are available at the location site to perform such work. If no qualified employees are available, the Producer may hire other persons to perform such work from any source. Qualified employees shall not be considered available at the location site if Producer is required to transport them to or to house them at the location site. Producer shall not be required to house or transport employees covered by this Agreement who are hired outside the County of Los Angeles.

(f) The amount of fringe benefit contributions to be paid on behalf of employees hired outside Los Angeles County shall be subject to negotiation between such employees' Local Union and the Producer. In no event shall such contributions exceed the amount payable for pension and health, plus vacation and holiday pay, under this Agreement.

(g) The provisions of this Paragraph 50 shall only remain operable so long as the Union retains jurisdiction throughout the United States and Canada.

VII. GENERAL CLAUSES

51. Hazardous Work

The employee selected to perform hazardous work and Producer are to negotiate and agree upon a rate in advance for such work and, if no agreement is so reached, the employee will not jeopardize working opportunities by refusing to perform work that is considered hazardous. The employee may request the assistance of the Business Representative of the Union in such negotiations.

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

Producer shall not require an employee to handle or otherwise work with a hazardous material unless that employee has been trained to work with that material.

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

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

52. Allowances for Hazardous Work

The following allowances shall be paid for hazardous work:

(a) For taking motion pictures on aerial flights or submarine diving, employee shall receive sixty dollars ($60.00) per flight or dive, but with a maximum of payment in a single shift of one hundred eighty dollars ($180.00).

(b) Any employee designated by Producer to work completely under water using a diving mask, air helmet or diving suit, including skin diving, will be paid a bonus of twenty-five percent (25%) of the employee's rate in effect at the time of such performance, except when the total time required by the employee to perform such work, including diving, is less than one (1) hour. The provisions of Paragraph 13 shall apply when such work is one (1) hour or more.

(c) Any employee designated and required by Producer to dive to a depth of fifteen (15) feet or more in water using a diving mask, air helmet or diving suit, including skin diving, will be paid an allowance of sixty dollars ($60.00) for each dive, with a maximum payment in a single shift of one hundred eighty dollars ($180.00). Such allowance shall supersede and replace the twenty-five percent (25%) bonus referred to in subparagraph (b) above.

An employee who is required to dive under water twenty (20) feet or more shall be accompanied by another diver.

53. Abnormally Cold or Wet Work

Producer will provide suitable wearing apparel for abnormally cold or wet work.

54. Overscale Employees

Rates of pay of overscale employees shall not be reduced by reason of this wage agreement.

55. Nearby and Distant Locations

Producer will notify Union of locations and names of crew assigned thereto. Notice of same shall be given twenty-four (24) hours in advance for work on distant locations. For work on nearby location, notice shall be given as soon as practicable.

56. Promotions

In filling positions subject to this Agreement which may be vacated or created from time to time, the Producer will, as far as practicable, give preference to the following employees, in the order named, who, in the Producer's opinion, are qualified to fill such positions; first, to such employees on the Studio Seniority Roster, then, next, to such employees in Group 1 of the Industry Experience Roster who are currently employed by Producer; then, next, to other such employees in Group 1 of the Industry Experience Roster.

57. Earnings Reports

At the end of each quarter, the Producer will submit a list of its employees subject to this Agreement, showing each employee's earnings for that quarter.

Effective January 1, 2025, the list described in the preceding paragraph shall show each employee's earnings and benefits contributions for that quarter. Such earnings and contributions will be broken down in an Excel spreadsheet(s) or comparable format by: straight time earnings; each type of overtime earnings; meal penalties; allowances (broken down to the extent possible in meal allowances, cellphone reimbursements, car allowances or rentals, kit or tool allowances or rentals); hours of pension contributions; hours of health contributions; and IAP contributions.

58. Personal Service Contracts

Producer will notify Union in writing stating that wages and conditions are at least equal to the minimum requirements of this wage agreement.

59. Studio Pass

The duly authorized Business Representative of the Union shall be furnished a pass to the studio. Such pass will permit driving the Representative's car into the Producer's studio, lot or ranch, provided such is the custom and practice. Such Representative shall be permitted to visit any portion of the studio, lot or ranch necessary for the proper conduct of the business of the Union during working hours.

60. Stewards

The Union may designate or redesignate, from the Studio Seniority Roster described in Paragraph 68(a) herein, if there is one, or otherwise from the Industry Experience Roster, an employee as a Steward to inspect all working conditions affecting the terms of this Agreement. Each such designation or redesignation, as the case may be, shall be for a period of not longer than six (6) months. The Union may make such a designation or redesignation or remove such Steward at any time, but shall discuss the matter with the Producer before doing so.

It shall be the responsibility of the Steward to settle minor grievances with the head of the department in which the grievance arises and, in the event such grievance cannot be adjusted, to notify the Business Representative. The Steward so designated shall be permitted to perform these duties, but such duties shall not unduly interfere with the Steward's work, and the Steward shall not leave the assigned station without notifying an immediate supervisor.

Such Steward, during the above-described term as Steward, shall not be laid off, or when on layoff shall be the first to be rehired, so long as there is work available for the Steward in the Steward's department; provided that: such Steward is willing to do, and is qualified physically and possesses the necessary ability and skill for, the particular work to be performed; such Steward shall not have any such preference in layoff or rehire over the Department Head, if there is any in the unit, or over any employee classified and paid as a foreperson, gang or shift boss in a "station job" or supervisory employee; such preference in layoff or rehire shall not apply on the sixth or seventh day worked in such Steward's workweek or holidays, nor to station jobs, nor when it would disturb the continuity of a project; such Steward shall not have such preference over employees who have been specially rehearsed or cued for a job, nor over persons operating specialized equipment; provided, however, that when additional employees are added to a project in the studio on the sixth or seventh day in such Steward's workweek or a holiday, Producer shall make a reasonable effort to offer such employment to such Steward when practical; provided, however, that such Steward is not then otherwise employed on another project which is not then completed and provided the Steward has just completed the Steward's previous shift and is still on the studio premises. Such Steward shall be subject to the provisions of Paragraph 68. Producer's right to discharge such Steward for cause shall not be limited in any manner by this provision.

61. Gang Bosses

(a) Gang Boss rates will be paid to those workers designated by the Producer to take charge of a crew of employees or a project. The Producer will not unreasonably fail to designate a Gang Boss on such jobs or projects that require Gang Boss supervision.

(b) An employee subject to the terms and conditions of this Agreement who supervises one (1) or more Gang Bosses shall receive the Foreperson's rate of pay.

(c) When a crew of employees subject to this Agreement is composed of a preponderance of persons receiving rates higher than the rate of Laborer, Occ. Code #5111, the rate of the Gang Boss in charge of such crew for more than two (2) hours shall be increased to a rate not less than fifteen percent (15%) above the highest rate paid to any classification within such crew.

62. Leave of Absence

A regular employee's request for a leave of absence, not to exceed six (6) months, will be given consideration by the Producer and Producer will not unreasonably refuse to grant such a leave of absence for good cause, provided the employee's services can be reasonably spared. All such leaves of absence will be in writing. No such leave of absence will be extended beyond six (6) months, except for compelling reasons.

62.1. Bereavement Leave

The following is effective August 4, 2024. In the event of the death of a "family member"[10] 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

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[10] "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.

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 has been employed by the Producer for at least thirty (30) days in California shall be entitled to an additional two (2) days of unpaid bereavement leave in the event of the death of a "family member."[7]

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.

63. Subcontracting

The Producer shall not contract out to any individual, firm, partnership or corporation any work covered hereunder which, as a matter of Producer's historical custom and practice, has been performed by persons covered hereunder, which work would otherwise be performed by available qualified personnel subject to this Agreement, without first engaging in a meaningful discussion with the Union (which may include, where practicable, a meeting at the Union's request) of the reasons for the subcontracting.

64. Safety

(a) It is agreed by the parties that too great an emphasis cannot be placed on the need to provide a safe working environment. In that context, it shall be incumbent on each employer (herein referred to as the Producer) to furnish employment and a place of employment which are safe and healthful for the employees therein; to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful; to do every other thing reasonably necessary to protect the life, safety and health of employees. Correspondingly, no employer shall require or permit any employee to go or be in any employment or place of employment which is not safe and healthful. In addition, every employer and every employee shall comply with occupational safety and health standards and all rules, regulations and orders pursuant to applicable laws which are applicable to the employer's or employee's own actions and conduct; no person (employer or employee) shall remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning, furnished for the use in any employment or place of employment; no person shall interfere with the use of any method or process adopted for the protection of any employee, including the employee's own protection, in such employment or place of employment.

(b) Rigid observance of safety regulations must be adhered to and willful failure of any employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to a clear and present danger to life or limb, or for making a good faith report to the individual's supervisor, the Department Head or the Unit Production Manager relating to the safety of another employee exposed to a clear and present danger to life or limb. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Producer and the Union therefore undertake to promote in every way possible the realization of the responsibility of the individual employee with regard to preventing accidents to the employee or other employees. For purposes of this subparagraph (b), the question whether an employee has made a report in good faith is subject to the grievance and arbitration procedure set forth in Article 7 of this Agreement.

(c) It is also agreed that when unresolved or continuing disputes exist regarding Safety and Health compliance, noncompliance or interpretation therein of Title 8, Chapter 4, Subchapter 7, General Industry Safety Orders, said disputes shall be referred to the AMPTP and CSATF-administered Labor-Management Safety Committee for review, investigation, interpretation and advisory recommendations to the Employer(s). It is understood that it is not the responsibility of the Safety Committee, or any member of the Committee, the IATSE or its Local Unions, the Basic Crafts, CSATF or the AMPTP to implement or comply with any such recommendations.

(d) The Labor-Management Safety Committee shall meet at least once a month.

(e) The cost of the Labor-Management Committee will be borne by CSATF.

(f) A separate bulletin shall be issued by the AMPTP to provide the following:

(1) The Producers reaffirm their commitment to regularly inspect the studio working areas and to establish preventive maintenance procedures to assure safe working conditions.

(2) Complaints of unsafe conditions will be promptly investigated by the Producer and appropriate action will be taken if the Producer finds that an unsafe condition does exist.

(3) Each Producer will designate an individual as the responsible safety officer for its respective studio, facility, laboratory or location site. Except on location, each safety officer will have a well-publicized "hot-line" phone number which employees can anonymously call to alert management to any existing safety problems which may require correction.

(4) The Producers will provide access to all working areas to the Safety Director of CSATF so that the Safety Director will periodically inspect same.

(5) Communication regarding safety policy will be made available to all affected employees directly or by posting on bulletin boards.

65. Pneumatic Tool Operators

The Producer shall continue its usual custom and practice with reference to the assignment of pneumatic tool operators.

66. Bulletin Boards

Producer will make available in an appropriate area in the studio (such as Department Headquarters) a glass-enclosed bulletin board which can be locked. It shall be at least 3 x 2 feet in size. The material posted shall be subject to review by Producer.

67. Forepersons and Supervisory Employees

Notwithstanding anything contained in the Constitution and By-laws of the Union, or in the obligation taken by a person upon becoming a member of the Union, or otherwise, which directly, indirectly or impliedly places upon a foreperson (or any person who is a supervisory employee within the meaning of that term as set forth in the Labor Management Relations Act of 1947, as amended), the duty or obligation to accord an unlawful employment preference to members of the Union, such foreperson or supervisory employee shall not give or recommend any unlawful employment preference and the Union shall not in any manner discipline or threaten with discipline any such foreperson or supervisory employee for failing or refusing to give or recommend any such unlawful employment preference.

67.1 <u>Non-Discrimination</u>

The parties agree to continue to comply with all applicable federal and state laws relating to non-discriminatory employment practices.

Except for those disputes described in footnote 1 to the first paragraph of Article 7, disputes arising under this provision are not subject to the provisions of Article 7, **"Grievance and Arbitration Procedure;"** such disputes are instead subject to non-binding mediation.

68. <u>Seniority</u>

(a) <u>Maintenance of Seniority Roster</u>

(i) Except as is provided in Paragraph 68(a)(ii) of the 1991 Local 724 Agreement, the Producer has established and will maintain a Studio Seniority Roster composed of those employees who were on the Studio Seniority Roster as of August 1, 1991.

An employee who is removed or terminated from the Studio Seniority Roster, as provided in subparagraph (d) of this Paragraph 68, shall not be replaced and no further additions shall be made to such Roster.

(ii) Persons shall be listed on such Seniority Roster in the order of their seniority, based on the calendar year in which they were assigned to said Seniority Roster. In determining such seniority year in which an employee shall be classified, any employee who has had a break of six (6) or more consecutive months in employment with the Producer since the year 1937 (except for military service and for absence from work for a *bona fide* illness, which for this purpose shall be disregarded) shall be classified in the calendar year in which the employee is first employed by the Producer after the termination of the most recent break of six (6) or more consecutive months of employment with the Producer. Such year of classification shall be deemed the year of "original employment with Producer" for the purposes of this Paragraph 68. When claims for credit of time are made on account of a *bona fide* illness, the burden of proving such illness is on the employee.

(b) Maintenance of Industry Experience Roster

Under prior collective bargaining agreements, signatory Producers have established an Industry Experience Roster, which will be maintained under this Agreement, composed of the names of employees subject to this Agreement who were included on said roster on July 31, 2024 and employees who thereafter satisfactorily fulfill all of the eligibility provisions set forth under the Entry Level Group, below, including employees who actually performed services hereunder in one or more of the job classifications covered by this Agreement in the production of motion pictures in the motion picture industry in Los Angeles County or who have been hired hereunder in said County and performed such services outside said County.

The physical maintenance of said roster shall be under the supervision of CSATF.

The Industry Experience Roster shall consist of two (2) groups: Industry Group 1 and the Entry Level Group.

Industry Group 1

Industry Group 1 of said Industry Experience Roster shall consist of persons who were in Industry Group 1 of the Industry Experience Roster on July 31, 2024 and those persons who are transferred from the Entry Level Group to Industry Group 1 in accordance with the provisions set forth below.

Entry Level Group

The Entry Level Group shall consist of persons who are employed after August 1, 1988 in the classifications covered by the Agreement and who perform such services hereunder for the Producer in any job classifications covered by this Agreement, for a total of at least thirty (30) actual workdays, collectively, with one or more Producers engaged in the production of motion pictures in the motion picture industry in Los Angeles County, provided that all such workdays were performed within a period of twelve (12) consecutive months immediately preceding the date of submitting an application, as provided below, to be placed on said Industry Experience Roster. After any such person has actually worked as provided above in any one or more of the job classifications covered by this Agreement, Producer may review the work record of such person and if, in the opinion of the Producer, such person possesses sufficient skill and ability to meet the employment requirements of Producer, Producer may then place the name of such person in the Entry Level Group of said Industry Experience Roster. If such person does not, in the opinion of the Producer, have the required skill and ability, such person shall not be added to the said Roster and such employment shall not be recognized as experience in the motion picture industry for any purpose under the terms of this Agreement.

Any person in the Entry Level Group who has over 350 days of work experience, as certified by CSATF, shall be transferred to Industry Group 1 of the Industry Experience Roster.

(c) Layoffs, Calls and Recalls

Seniority and preference of employment shall prevail in layoffs, calls and recalls to work as follows:

Such preference of employment in calling and recalling to work shall be given by Producer in such job classifications to the available qualified persons as follows: in the order listed, employees who are classified in the earliest seniority calendar year shall be called or recalled first; thereafter, the next such preference shall be given to said available, qualified persons who are in Industry Group 1; thereafter, the next such preference shall be given to said available qualified persons in the Entry Level Group. In the event that there are insufficient available qualified persons who are in the respective seniority calendar years or Industry Group 1 or the Entry Level Group to meet the employment requirements of the Producer, then Producer may secure employees from any source.

In the event of layoffs in such job classifications, the Producer shall lay off employees in the inverse order of seniority calendar years as follows: First, all such non-industry group employees shall be laid off; then, next, such employees who are in the Entry Level Group; then, next, such employees who are in Industry Group 1; then, lastly, in the order listed, those employees classified in the most recent seniority calendar year shall be laid off. The above layoff provisions with respect to Weekly Schedule employees shall be effective as of the completion of such employees' current assignment.

Employees on distant location may be retained out of Seniority or Industry Group status, until the return of the Company to the studio.

In administering such hiring, layoff and rehiring, the Producer, upon giving advance notice to the Local Union, may: (1) call, retain or recall out of the respective Seniority or Industry Experience status an employee because of special studio experience, skill and qualifications for the duties and/or equipment necessary for operation; or

(2) call or recall, and thereafter retain, out of the respective Studio Seniority or Industry Experience Group status, an employee because there are insufficient qualified available persons in the Studio or Industry Experience Rosters, respectively, as above provided.

In the event that it is not possible for the Producer to give such advance notice to the Local Union, Producer may so call, retain or recall out of the respective Studio Seniority or Industry Experience status, as above provided, but shall notify the Local Union as soon as possible thereafter. If no protest is presented to Producer by the Union Representative within twenty-four (24) hours after receipt of such notice, Sundays and recognized holidays excepted, the protest shall be deemed to be waived. If the Union shall protest, the Union Representative shall promptly discuss with the Director of Industrial Relations of Producer the application of such exception and settle the dispute if at all possible.

In the event of a failure to settle the dispute in the discussion, as provided above, the matter shall be subject only to the expedited arbitration procedure provided for in Article 7, and shall be heard within three (3) working days from the time of notification by the Union to CSATF of the failure to settle such dispute. Such procedure shall be limited as herein provided. Failure or refusal of such representative of either party to meet at the appointed time shall constitute an automatic and final withdrawal or approval of the protest, as the case may be.

If, in such expedited arbitration procedure, it is determined there was no need so to call, retain or recall an employee out of Studio Seniority or out of Industry Experience status, as the case may be, the arbitrator may require Producer to forthwith employ a person in Studio Seniority or Industry Experience Roster status, whichever the case may be. If the matter is so determined, the individual may be immediately awarded back pay, if any, but in no event more than three (3) days back pay. No other penalty may be imposed on the Producer. The decision in such expedited arbitration shall be final and binding and the expedited arbitrator's authority to decide shall be limited to the issue and remedy herein provided. The above procedure shall be the exclusive remedy for any dispute arising under this Paragraph and such dispute shall not be subject to the provisions of Article 7 of this Agreement.

Any employee laid off out of Seniority or Industry Experience Roster status under these circumstances shall be the first rehired for normal employment. Such employees shall be governed by the regular seniority and preference provisions for layoff (including the application of the above exceptions) upon the completion of their special assignment.

Unless otherwise provided in this Agreement, each qualified person in any respective calendar seniority year or Industry Group shall have equal preference of employment with all other qualified persons in that respective seniority calendar year or Industry Experience Group, as the case may be, and Producer shall have complete freedom of selection within such respective seniority year or Industry Group, as the case may be, for the purpose of hiring, layoff and rehiring.

(d) Removal of Person from Producer's Industry Experience Roster and Studio Seniority Roster

(1) A person shall be removed from the Industry Experience Roster and the Studio Seniority Roster for the following reason:

If such person has not been employed within the crafts and classifications of work of such roster under this Agreement within a consecutive three (3) year period. In such event, CSATF will notify, in writing, the Local Union and the involved person at the person's last known address of the intended removal and specify the date of such removal. Such notice shall be given not less than fifteen (15) business days prior to removal of such person from the Industry Experience Roster. The Local Union and/or the involved person shall have the right to challenge the removal based on good and sufficient cause existing for the person's being unavailable for employment under the Agreement within the three (3) year period, by submitting a written protest within ten (10) business days following receipt of the notice of intention to remove the individual from the Roster. If no protest is filed within said time period, the right to protest is waived.

In the event of a protest, the person's name will not be removed from the Industry Experience Roster until the matter has been determined.

Protests involving removal shall be subject to the same procedure outlined regarding placements, except that when references are made to "Producer(s)" in said procedure, such reference shall be deemed to mean CSATF for the purpose of this removal procedure.

(2) A person may be removed by the Producer from its Industry Experience Roster and the Studio Seniority Roster for any of the following reasons:

(i) Discharge by the Producer for cause. Producer will immediately notify employee and Local Union and will reduce the cause for discharge into writing and mail or deliver same to the employee, the Local Union and CSATF. In the event the discharge is not protested in writing within ten (10) calendar days from receipt by the Union of notice (excluding Saturdays, Sundays and holidays), the discharge shall be deemed to be for cause and shall not be subject to the grievance procedure hereunder or any other procedure. If such protest is made within such ten (10) day period, it shall immediately be submitted to Step One of the grievance procedure in Article 7. Either party may, within the time provided in Step One, elect to go either (A) to Steps Two and Three of the grievance procedure or (B) directly to expedited arbitration. The selection by either party of expedited arbitration shall prevail. Three discharges for just cause shall subject the employee to automatic removal from the Industry Experience Roster.

(ii) Voluntary resignation.

(iii) Refusal to accept work offered by Producer, unless:

(A) the employee is currently employed elsewhere in the motion picture industry; or

(B) for any other reason approved by Producer in writing.

(iv) Unauthorized leave of absence.

(v) Absence because of illness exceeding one (1) year, provided the Union receives written notice before the employee is taken off the Roster.

(vi) Retirement under the Motion Picture Industry Pension or private company pension plan; however, the employer may employ such employee as though the employee had not been removed from such Roster.

(vii) Death.

(viii) A person may be removed from the Studio Seniority Roster only if the person is not hired, or laid off and not rehired, under the terms and conditions of this Agreement, within a period of nine (9) consecutive months.

(3) A person on the Producer's Industry Experience Roster who is called for work and is properly unavailable for work may be temporarily removed from such Roster until the person notifies the

Producer of the person's availability. During the time the person is so temporarily removed from such Roster, the Producer is not obligated to call such person.

A person on the Industry Experience Roster (or a person on both the Industry Experience Roster and a Studio Seniority Roster) who fails to complete successfully legally-required industry safety courses within six (6) months after placement thereon, or in the case of online courses within ninety (90) days after placement thereon, or refresher Safety Pass training and/or harassment prevention training by a date scheduled by CSATF, or a "hyphenate" driver/laborer (Occ. Code No. 5152) who fails to renew all required forklift certifications within six (6) months after notice by CSATF of the recertification deadline, shall be suspended from the Industry Experience Roster (and Studio Seniority Roster, if applicable). During the time the person is so suspended from such Roster(s), the Producer is not obligated to call such person. Such person shall be reinstated to that person's former position on the Roster upon successful completion of said courses and/or training or upon renewal of all required forklift certifications, as applicable.

(e) Establishing Eligibility

In order for any eligible person to be placed on the Industry Experience Roster of Producer, such person shall make written application to be placed on such Roster on application forms provided for such purpose, and must satisfactorily complete the "A" safety training course and the harassment prevention training course through CSATF.

Any person claiming to have fulfilled the Industry Experience Roster requirements shall have the burden of establishing and proving such claims.

With respect to calls for work, the Producer's call record shall be *prima facie* evidence of the fact that such person was called and said call record shall be available for inspection by the Union.

(f) Roster Certification Form

The Producers and the Union have jointly developed a form for use by all Employers to notify CSATF that an individual is being certified for Roster placement. The form includes provisions for:

(1) The number of qualifying days worked by the employee;

(2) The roster classification within which the employee worked; and

(3) A notation whether the work performed was satisfactory or unsatisfactory.

(g) Posting

Said Industry Experience Roster as compiled by the Producer shall be posted by the Producer as soon as practical on the bulletin board in the applicable studio departments. A copy of such Roster shall be furnished to the Union and the Union shall post a copy of such Roster on the bulletin board at its designated business office as soon as practical. The availability of the Industry Experience Roster on CSATF's website satisfies these posting requirements.

The said roster shall be revised from time to time as required.

(h) Discharges

Discharges shall not be affected by the seniority provisions of this Agreement.

(i) Superannuation

Employees who have had a seniority status of ten (10) or more years with the Producer and who are unable to fulfill normal working requirements by reason of any infirmity or incapacity may be placed upon a superannuated list for employment by the Producer at wage scales and working conditions for such persons negotiated between the Producer and the Union.

In such cases, employees affected may protest such classification to the Director of Industrial Relations of the Producer or to the Director of Industrial Relations together with any other executive designated by Producer. The decision of management shall be final, and such dispute is not subject to the grievance procedure set forth in Article 7 of this Agreement for the settlement of disputes.

Nothing contained in this section relating to superannuation shall in any manner whatsoever affect or limit the Producer's rights as provided in subparagraph (h) of this Paragraph 68 relating to discharges.

(j) Roster Arbitration Procedure

Disputes regarding the placement of any person on or the removal of any person from the Industry Experience Roster arising from the contention that the person is not eligible to be placed on the Roster under the applicable Agreement shall be resolved in the following manner:

(1) CSATF shall notify the Local Union involved of its intention to place a person on the Industry Experience Roster. The Local Union may protest the intended action of CSATF within ten (10) business days by a written notice to CSATF. The affected Local shall have the right to challenge any roster placement with respect to the qualifications required pursuant to subparagraphs (f)(1) and (f)(2) above. In the event of a protest, CSATF shall notify the Producer(s) involved and the person. The person will not be placed on the roster until the matter has been determined. Upon such protest, a hearing shall be scheduled before the impartial arbitrator. If no protest is filed within ten (10) business days, the respective parties waive the right to protest.

(2) The Local Union and the Producers agree to submit to final and binding arbitration, before the impartial arbitrator, disputes involving the placement of any person on the Industry Experience Roster in accordance with this Article.

(3) The Local Union and Producers select Richard Jarrard to act as the impartial arbitrator in all cases submitted to arbitration under this Article. In the event that the impartial arbitrator is unable or unwilling to act, an alternate arbitrator shall be selected by mutual agreement of the Producer(s) and the Local Union.

(4) In an arbitration conducted pursuant to this Article, CSATF shall participate as an administrative witness and a custodian of records. Any person whose intended roster placement is involved in such dispute shall be entitled to have counsel present at the arbitration at that person's own expense. This provision shall not be construed as conferring upon such person the rights of a third party to the arbitration, and such arbitration will be solely between the Producer(s) and the Local Union.

(5) The impartial arbitrator shall hold a hearing within ten (10) business days after receipt of a request from the Local Union or Producer(s). Such hearing shall be held on an informal basis. The arbitrator shall have the authority to establish uniform and equitable procedures for the conduct of the hearing.

(6) The award of the arbitrator shall be rendered in writing within ten (10) business days after the conclusion of the hearing unless the time is expressly extended by the Producer(s) and the Local Union. The written award of the impartial arbitrator shall be final and binding upon the Local Union, CSATF, the Producer(s) and any person whose roster placement is at issue. In the event that the award of the impartial arbitrator is to place the individual's name on the roster, the person's roster date shall be retroactive to the date that said person would have been placed on the roster but for said protest.

(7) The fees of the impartial arbitrator and the costs of the arbitration, if any, shall be shared equally by the Producer(s) and by the Local Union. All other costs and fees shall be borne by the party incurring same.

69. Substituting for Department Head

Whenever the Producer designates an employee to substitute for a department head or assistant department head, for periods of time such as vacations, extended leave of absence or prolonged illness, such employee will be paid, during the substitution period, at the highest weekly rate in the wage schedule applicable to the classification in which the substitution occurs or, if the relieving employee is then receiving such highest weekly rate, such employee shall receive as additional compensation a bonus of fifteen percent (15%), but in no case more than the current rate of the person for whom such employee substitutes.

70. Reporting of Accidents

The nature and place of hospitalization of all accident cases requiring hospitalization shall be reported to the Union as soon as practicable after the accident.

71. Employees in the Armed Services

Recognizing the moral and legal responsibility to the employees subject to this Agreement who have entered into the Armed Services, the Producer and the Union agree that they have a joint responsibility (subject to the then-existing statutes) in the reinstatement of such employees to the jobs such employees held prior to their entry into the Armed Services.

Producers and the Union agree that employees temporarily holding such jobs will be displaced by such returning employees.

72. **Vacations**

Vacations with pay will be allowed as follows:

(a) Daily Schedule Employees

(1) Vacation pay for a person employed solely under a Daily Schedule shall be computed at the rate of four percent (4%) of total annual earnings for those hours worked at straight time, including hours worked on night premiums at straight time and hours paid as vacation time, during the employee's personal income tax reporting year.

(2) Employees must actually take time off from work for paid vacations in accordance with the following schedule:

For Daily Schedule Employees	
Straight time hours worked in preceding year:	Straight time working days required to be taken off:
1,928.0 and over (inclusive)	10
Between 1,734.4 and 1,927.9 (inclusive)	9
Between 1,540.8 and 1,734.3 (inclusive)	8
Between 1,347.2 and 1,540.7 (inclusive)	7
Between 1,153.6 and 1,347.1 (inclusive)	6
Between 960.0 and 1,153.5 (inclusive)	5
Between 766.4 and 959.9 (inclusive)	4
Between 572.8 and 766.3 (inclusive)	3
Between 379.2 and 572.7 (inclusive)	2
Between 185.6 and 379.1 (inclusive)	1
185.5 and under (inclusive)	0

Employees with 50% Additional Vacation Pay (See (e) below)	
1,888.0 and over (inclusive)	15
Between 1,761.6 and 1,887.9 (inclusive)	14
Between 1,635.2 and 1,761.5 (inclusive)	13
Between 1,508.8 and 1,635.1 (inclusive)	12
Between 1,382.4 and 1,508.7 (inclusive)	11
Between 1,256.0 and 1,382.3 (inclusive)	10
Between 1,129.6 and 1,255.9 (inclusive)	9
Between 1,003.2 and 1,129.5 (inclusive)	8
Between 876.8 and 1,003.1 (inclusive)	7
Between 750.4 and 876.7 (inclusive)	6
Between 624.0 and 750.3 (inclusive)	5
Between 497.6 and 623.9 (inclusive)	4
Between 371.2 and 497.5 (inclusive)	3
Between 244.8 and 371.1 (inclusive)	2
Between 118.4 and 244.7 (inclusive)	1
118.3 and under (inclusive)	0

(b) "On Call" Weekly Employees (including combinations of Weekly and Daily Schedule employment):

*Straight Time Days Worked in Preceding Year	Days of Vacation With Pay in Succeeding Year
Over 200	10 (maximum)
Between 181 and 200	9
Between 161 and 180	8
Between 141 and 160	7
Between 121 and 140	6
Between 101 and 120	5
Between 81 and 100	4
Between 61 and 80	3
Between 41 and 60	2
Between 21 and 40	1
**20 and under	0

*For vacation purposes only, full six-day weekly schedule workweeks on distant location shall be credited as five (5) days worked. In addition, one workday shall be counted for each paid vacation day.

**Employees who are employed less than twenty-one (21) days and who do not qualify for a day's vacation pay under this provision shall be paid vacation pay as follows:

Daily Schedule Employment:	4% of straight time earnings including hours worked on night premiums at straight time.
Weekly Schedule Employment:	4% of guaranteed weekly earnings.

(c) To determine, for vacation purposes, the number of days worked in any work week, the following formulae shall be used:

(1) Daily Schedule Employees (who also worked under a weekly schedule in the preceding year):

Studio Employment

$\frac{5}{40}$ x Total hours worked at straight time (including hours worked on weekday night premiums) to a maximum of forty (40) hours.

(2) Cumulative Weekly or "On Call" Weekly Employees:

Days worked are equal to the number of weekday minimum calls paid for days other than sixth or seventh days in the employee's workweek, subject to the provisions of Paragraph 72(b)*, above.

(d) To determine, for vacation purposes, the rate at which each vacation day shall be paid, the following formulae shall be used:

(1) Daily Schedule Employees (who also worked under a weekly schedule in the preceding year): One (1) day is equal to eight (8) hours average pay at straight time.

(2) Rates of pay shall be those in effect during the year in which the vacation is earned ("preceding year").

(3) "On Call" Weekly Schedule Employees: One (1) day is equal to pay of one-fifth (1/5) of the weekly rate in effect at start of vacation.

(e) Additional Vacation Provisions

The following additional vacation provisions shall apply to Weekly or Daily Schedule employees who meet the necessary eligibility qualifications:

(1) Eligibility Requirements

Commencing with vacations earned in the year 1979 and payable in the year 1980 and thereafter, eligible employees shall be those employees who actually worked for Producer for eight (8) consecutive "eligible" years, with an aggregate of not less than 1,600 "straight time" days worked with Producer in such eight (8) years.

As used in this provision, the term "year" shall mean the employee's personal income tax earnings year (also hereinafter referred to as "tax year"); the term "eligible year" shall mean a tax year in which the employee worked one hundred (100) or more "straight time" days for Producer;[11, 12] the term "straight time" days shall be deemed to include the five (5) or six (6) days of employment, as the case may be, specified under the respective five (5) or six (6) day cumulative weekly schedules.

Any tax year in which the employee actually works less than one hundred (100) "straight time" days for Producer shall be excluded in computing the required eight (8) "eligible" tax years, and the "straight time" days worked in such year shall not be counted in computing the required aggregate of 1,600 "straight time" days to be worked in such eight (8) tax years.

Employees who fail to work more than one hundred (100) "straight time" days for such employer in each of any two (2) consecutive tax years shall, at the end of such second year, be considered new employees hereunder with no previous employment credit with Producer for the purpose of establishing the above eligibility requirements. Provided, however, that in determining such two (2) consecutive years, no year shall be included (and the "straight time" days worked in such year shall not be counted for any eligibility purposes hereunder) in which the employee could not work one hundred (100) "straight time" days for Producer due to either or both of the following:

(i) The period of recorded leaves of absence granted by Producer;

(ii) For the period during which the employee was absent and physically unable to work for Producer solely as a result of an "industrial accident" occurring to such employee while employed by Producer.

(2) <u>Vacation Days and Pay</u>

Commencing with October 26, 1955, such weekly or daily employees who become eligible on or after such date, as above provided, shall, beginning with the date they so become eligible, earn with Producer fifty percent (50%) more in vacation time and money

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11 The term "eligible year" shall be applied in the following manner with respect to calendar year 1988 to take account of the WGA strike: As to calendar year 1988 only, an employee shall be deemed to have an "eligible year" if the employee has worked at least seven-twelfths (7/12) of the number of days otherwise required under Paragraph 72(c) to attain an eligible year. Thus, any employee who has worked 58 or more "straight time" days for Producer during calendar year 1988 shall be deemed to have an "eligible year" for purposes of the additional vacation provision.

12 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.

based upon the applicable weekly or daily employee[13] vacation schedule set forth above; any such employee shall be limited to earning a maximum of only fifteen (15) days vacation per year. Provided, that for the remainder of any such tax year in which such an employee becomes eligible, the employee shall only earn additional vacation time and money, as above provided, based solely on the "straight time" days the employee worked for Producer after the employee became eligible and within the remaining portion of each year, to be computed separate and apart at the rate of one-half of the vacation benefit specified under the above applicable daily or weekly vacation schedule.

(3) Loss of Eligibility

Employees who become eligible, as above provided, but who thereafter either resign from employment with Producer or fail to work for Producer more than one hundred fifty (150) "straight time" days[14] in any one tax year shall, as of the last day of such tax year or, in the case of resignation, the date of such resignation, lose such eligibility and right to earn the additional vacation days and pay above provided; in such event, they shall thereupon be considered new employees hereunder with no previous employment credit with Producer for the purpose of subsequently establishing the above eligibility requirements.

In determining whether any employee loses eligibility for failure to work for Producer more than one hundred fifty (150) "straight time" days in a tax year, as above provided, no such year shall be counted for this purpose in which the employee could not work at least one hundred fifty-one (151) "straight time" days for Producer due to either or both of the following:

(i) The period of recorded leaves of absence granted such employee by Producer;

(ii) The period during which such employee was absent and physically unable to work for Producer solely as a result of an "industrial accident" occurring to that employee while employed by Producer.

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13 Vacation pay for such employee employed solely under a daily schedule shall be computed at the rate of 6.2762% instead of 4% as set forth in subparagraph (a)(1), above, of this Paragraph 72.

14 For purposes of calendar year 1988, the "more than one hundred fifty (150) 'straight time' days" requirement shall be reduced to "More than eighty-eight (88) 'straight time' days" to take account of the WGA strike.

(4) Eligibility Credit

For the purposes of determining "eligible" years and "loss of eligibility" only, as above provided, employees who leave the employ of Producer to perform military service and who remain in the Armed Forces of the United States in accordance with the applicable National Selective Service Act (or other subsequently enacted comparable national legislation then in effect pertaining to such service), shall be credited as having worked for Producer the number of applicable days the employee would normally have been employed by Producer for "straight time" days in each workweek of the period of such service.

(f) Daily and Weekly Schedule Employees

(1) Vacations are earned in one personal income tax earnings year and are paid for in the succeeding calendar year.

(2) Vacations shall not be cumulative between calendar years and shall be taken at times approved by the Producer.

(3) Days that would otherwise constitute the sixth or seventh day worked in the employee's workweek and holidays occurring during vacation periods are not counted as days granted.

(4) When any portion of the vacation period is less than a full payroll week, by mutual agreement between the Producer and the employee, the Producer may grant leave of absence without pay for the remaining fractional portion of the payroll week.

(5) Eligible employees who are no longer employed at the beginning of the calendar year in which their vacation pay for the preceding year is payable may obtain such vacation pay at any time subsequent to March 15 by notifying the Producer of their desire to obtain such vacation pay. Such notice shall set forth a date on or subsequent to the date of notice for the commencement of the period to which such vacation pay shall apply. The designation of such commencement date shall be at the sole discretion of such employees, and the Producer agrees to pay such employees the vacation pay due on or prior to such commencement date, but in no event shall the Producer be obligated to make such payment prior to March 15.

(6) In the event of a layoff, an employee eligible for vacation shall not be required to take vacation at time of layoff.

(7) Each eligible employee shall, if the employee so desires, submit to the department head, prior to June 1st, three (3) vacation dates in the order of the employee's preference. In the event that none of the three (3) preferential dates is granted, the department head may establish date of vacation if conditions permit. However, the department head shall give any such employee not less than one week's notice as to date of vacation unless, upon the request of the employee, it is otherwise mutually agreed. Employees who do not submit preferential dates shall receive vacations on dates subject to the discretion of the department head.

(8) Producer shall pay an eligible employee a vacation pay check not later than noon of the pay day preceding the commencement day of vacation, provided the employee has made a request to Producer for such vacation check at least one week prior to such pay day preceding the commencement of such vacation.

(9) If a successor company buys out Producer and continues the operation of Producer's studio, and if the buying company continues the employment at the studio of an employee of Producer, such employee shall retain with the buying company the employee's appropriate vacation pay experience credit accrued with the selling company. If such employee is not so continued in employment by the buying company, then only Producer is responsible for any vacation pay due the employee at the time of termination. If such employee is offered employment by the buying company, but elects not to continue the employee's employment with the buying company, the employee shall be entitled to accrued vacation pay from Producer.

(10) Presentation of Claim for Vacation Pay

(i) Producers that currently pay for vacations on a weekly basis shall continue to adhere to their existing practice. Producers that currently pay for vacations pursuant to subparagraph (ii) below may instead elect on a production-by-production basis to pay on a weekly basis.

(ii) Producers that currently make vacation payments at the end of the calendar year shall elect one of the following procedures for employees on layoff and for employees on payroll:

(A) With respect to employees on layoff:

(1) On or after March 15 of the year following the calendar year in which vacation pay was earned, the Producer shall either:

(a) mail or deliver to such employee vacation pay; or

(b) notify each such employee to claim vacation pay pursuant to the provisions of this Agreement.

(2) In the event the Producer mails the employee's vacation paycheck and it is returned or if the employee fails, within thirty (30) days following the date of mailing of the notice referred to in subparagraph (ii)(A)(1)(b) above, to claim vacation pay, the Producer shall notify the Union of the names of those employees who have not claimed vacation pay. In the case of employees whose checks were returned, the Producer shall also forward the returned check(s) to the Union.

(3) The Union shall endeavor to locate any employee who has not claimed vacation pay. If it does so, it shall forward a check to the employee or otherwise advise the employee of the department of the Producer to contact to claim such pay.

(4) If the Union is unable, within thirty (30) days following its receipt of the notice referred to in subparagraph (ii)(A)(2) above, to locate such employee(s), the Union shall so advise the Producer and return any unclaimed check(s) to the Producer.

(5) On or about March 15 of the second calendar year following the year in which vacation pay was earned ("the second calendar year"), employees who have not claimed their vacation pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Motion Picture Industry Pension Plan. On or about May 15 of the second calendar year, Producer will furnish to the Union a list showing the names of those employees who have not claimed vacation pay and the amount of vacation pay due to each, together with a notice that unless claimed by July 15, such vacation pay will be sent to the Motion Picture Industry Pension Plan.

(6) On or about July 15 of the second calendar year, unclaimed vacation pay will be contributed to the Motion Picture Industry Pension Plan and credited to the appropriate employee pension plan account. Money so contributed shall not be returned to the employee and shall fully discharge the Producer's and the Union's obligations hereunder to the employee with respect to the payment of vacation pay.

(B) With respect to employees on payroll:

(1) On or after March 15 of the year following the calendar year in which vacation pay was earned, the Producer shall either:

(a) mail or deliver to such employee vacation pay; or

(b) notify each such employee to request vacation pay pursuant to the provisions of this Agreement and schedule a vacation according to this Agreement.

(2) In the event the employee fails to request such vacation pay and/or to schedule a vacation within thirty (30) days after the date of mailing of the notice referred to in subparagraph (ii)(B)(1)(b) above, the Producer shall notify the Union of the names of those employees who have not claimed such pay.

(3) The Union shall, within thirty (30) days after receipt of the notice referred to in subparagraph (ii)(B)(2) above, endeavor to notify the employee and advise the employee to schedule a vacation.

(4) On or about March 15 of the second calendar year, employees who have not claimed their vacation pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Motion Picture Industry Pension Plan. On or about May 15 of the second calendar year, Producer will furnish to the Union a list showing the names of those employees who have not claimed vacation pay and the amount of vacation pay due to each, together with a notice that unless claimed by July 15, such vacation pay will be sent to the Motion Picture Industry Pension Plan.

(5) On or about July 15 of the second calendar year, unclaimed vacation pay will be contributed to the Motion Picture Industry Pension Plan and credited to the appropriate employee pension plan account. Money so contributed shall not be returned to the employee and shall fully discharge the Producer's and Union's obligations hereunder with respect to the payment of vacation pay.

(iii) New signatory Producers shall adhere to the practice of paying vacation pay currently on a weekly basis unless other arrangements are made by them with the Union.

73. **Jurisdictional Disputes**

The Union agrees to cooperate in good faith with the Producer and other Local Unions in the industry in working out a method for the determination of jurisdictional disputes without work stoppages. Appropriate clauses shall be incorporated in this Agreement to cover any method or means that shall be agreed upon.

74. **Severance Pay**

(a) General

(1) (i) An employee employed by the Producer under this Agreement or its predecessor agreements for one or more qualified years (as defined in subparagraph (f) hereof) whose employment is severed after August 1, 2024; or

(ii) an employee who had at least one (1) qualified year (as defined in Paragraph 74(f) of this Agreement) as of August 1, 1985 who has made the required application for retirement to the Motion Picture Industry Pension Plan at least sixty (60) days prior to retiring or has made the required application for retirement to any private retirement plan referred to in Article XV of the Trust Agreement of the Motion Picture Industry Pension Plan and who retires

shall receive the applicable severance pay set forth below (as modified by subparagraphs (c) and (d) hereof) unless such employee is disqualified for severance pay purposes pursuant to subparagraph (e) hereof.

Qualified Years	Number of Weeks of Severance Pay
1 - 2	1
3 - 4	2
5 - 8	3
9	4
10	5
11 - 12	6
13 - 14	7
15	8
16	9
17	10
18	11
19	12
20	13

An employee with twelve (12) or more qualified years whose employment is severed on or August 4, 2024, or whose retirement date is on or after August 4, 2024, shall receive an additional twenty-five percent (25%) of the applicable severance pay set forth above.

The rate at which severance pay is payable shall be determined in the same manner as the rate at which vacation pay is determined under the vacation pay provisions of this Agreement; provided, however, that the base period used in computing the employee's average earnings shall, for the purpose of severance pay, be based on the twelve (12) consecutive month period ending on the date of severance, instead of the employee's personal income tax earnings year used in computing vacation pay.

(2) Ninety (90) elapsed days after severance occurs such employee shall be entitled to:

(i) one (1) week of said severance pay if the employee has two (2) or less qualified years as of date of severance;

(ii) two (2) weeks of said severance pay if the employee has three (3) or more qualified years as of date of severance; provided, however, such employee shall not receive such severance pay if within such ninety (90) day period the employee receives the following employment by Producer:

(A) five (5) days employment, not necessarily consecutive, if the employee has one (1) or two (2) qualified years as of the date of such severance;

(B) eight (8) days employment, not necessarily consecutive, if the employee has three (3) qualified years as of the date of such severance;

(C) ten (10) days employment, not necessarily consecutive, if the employee has four (4) or more qualified years as of the date of such severance.

(3) If such employee entitled to severance pay after ninety (90) elapsed days has five (5) or more qualified years as of the date of severance, the employee shall be entitled to the balance of accrued severance pay ninety (90) elapsed days following the completion of the first ninety (90) day period, unless during the second ninety (90) day period the employee receives fifteen (15) days employment by Producer, not necessarily consecutive.

(b) Payment of Full Severance Pay

Once an employee has received full accrued severance pay, pursuant to subparagraph (a) above, the employee shall thereafter be a new employee for severance pay purposes and future computation of qualified years shall apply only to employment by Producer, if any, after the receipt of such full severance pay.

(c) Offset

If an employee on the date of severance of employment with Producer after January 31, 1961 would otherwise already have five (5) or more qualified years with Producer, the employee shall be entitled to the total number of weeks of severance pay, as provided in (a) above, less an "offset" in the number of weeks of any severance pay the employee received from Producer before January 31, 1961 in connection with employment which is considered in the computation of such qualified years or with "bridged" years as referred to in subparagraph (f) hereof. This "offset" shall apply only towards payments due after the completion of the second of two ninety (90) day periods referred to in subparagraph (a)(3) above. In this instance, payment by Producer of full severance pay to employee prior to January 31, 1961 shall not break the employee's employment with such Producer for purposes of computing consecutive qualified years hereunder.

(d) Reduction of Severance Pay Amounts

Any severance pay paid to an employee after January 31, 1961 shall correspondingly reduce the total number of weeks of severance pay to which the employee is thereinafter entitled before again becoming a new employee hereunder. An employee who receives or has received full severance pay hereunder after January 31, 1961 shall be considered to be a new employee thereafter for severance pay purposes.

(e) Disqualification for Severance Pay

Employees hereunder shall be disqualified for severance pay in accordance with the provisions of subparagraphs (1) and (2) below.

(1) Refusal of Offers of Employment

If an employee rejects an offer of employment from Producer hereunder during either of the ninety (90) day periods referred to in subparagraph (a)(3) hereof, such employee shall lose qualification for severance pay and, if subsequently rehired, shall be rehired as a new employee for severance pay purposes. If any employee was not available or could not be reached when called for work by Producer, the employee shall be deemed to have rejected an offer of employment; provided, however, that:

(i) Producer shall be obligated, in the event of such rejection or unavailability, to notify the Union on the same day by telephone unless the Union office is not open, in which case such notification must be made on the next following workday, and to confirm such call by letter posted on the day of such notification to the Union.

(ii) If Producer is unable to reach the employee (including such inability to reach because no one answers employee's phone), Producer shall be obligated to telephone the Union and request the Union to make the call, in which event the Union shall either promptly confirm to the Producer by telephone its inability to reach the employee or advise the Producer by telephone that it has reached the employee and of the results of such call.

(iii) It is recognized that in certain circumstances it may be difficult for an employee to accept a call immediately when currently employed at another studio. It is further recognized that in certain circumstances it may be difficult for the employee, as well as a hardship to the studio at which the employee is then employed, to be required to accept a call immediately without any notice to the employee's then present employer. It is believed that in the great majority of cases reasonable consideration would be given so that the employee would not lose severance pay credits. To this end, it is the intent of the parties hereto that if an employee who is qualified for severance pay has been laid off by a studio and, within either of the ninety (90) day periods referred to, such studio recalls the employee at a time when such employee is unable to accept such recall because of other employment in the motion picture industry, then either of such ninety (90) day periods shall be deemed extended by a period equivalent to the period of employment for which the employee was being recalled, but in no event to exceed twenty (20) days. In the event such employee is again recalled within either of the ninety (90) day periods and does not accept such recall because of other employment in the motion picture industry, or for any other reason except as otherwise herein provided, then such employee shall lose qualification for severance pay and, in the event the employee is subsequently rehired by the Producer, then such rehire shall be as a new employee for severance pay purposes, except that if the employee's call was on a daily basis, there may be two (2) extensions of either of the ninety (90) day periods by reason of inability to accept calls because of employment elsewhere in the motion picture industry.

(iv) If the employee is unavailable to accept such recall because of employment outside the motion picture industry at the time of such recall, the employee shall have a maximum of two (2) days after the date of such recall to become available and, if the employee fails to do so, then such employee shall lose qualification for severance pay and, if the employee is subsequently rehired, shall be a new employee for severance pay purposes.

(2) Severance Beyond Control of Producer

In the event any severance is the result of a dismissal due to seniority requirements, a voluntary resignation or a layoff as a result of physical incapacity, epidemic, fire, action of the elements, strike,[15] walkouts, labor dispute, governmental order, court order or order of any other legally constituted body, act of God, public enemy, war, riot, civil commotion or for any other cause beyond the control of the Producer, whether of the same or any other nature, the employee shall not be entitled to any severance pay arising out of the completion of both of the ninety (90) day periods following such severance. In the event any severance is the result of dismissal for cause, the employee so severed shall be disqualified for severance pay.

(f) Qualified Years

As used herein, the term "qualified years,"[16, 17] with respect to any employee, shall refer to the number of consecutive periods of three hundred sixty-five (365) consecutive days each, calculated backward from the date of severance, in each of which the employee has been employed by Producer for the number of workdays (including paid vacation days as workdays) specified in the applicable paragraph below:

(1) An employee whose employment is severed prior to August 4, 2024 or whose retirement date is prior to August 4, 2024

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15 The 1988 strike by the Writers Guild of America shall not be considered a disqualifying event for purposes of severance pay. Instead, any periods provided in Paragraph 74 shall be tolled for the duration of the WGA strike (March 7, 1988 through August 7, 1988).

16 The definition of a "qualified year," for purposes of this Paragraph 74(f), shall be applied in the following manner with respect to calendar year 1988 to take account of the Writers Guild of America strike: As to calendar year 1988 only, an employee shall be deemed to have a "qualified year" if the employee has worked at least seven-twelfths (7/12) of the number of days otherwise required under this Paragraph to attain a "qualified year." Thus, any employee who has worked one hundred seventeen (117) or more workdays during calendar year 1988 shall be deemed to have a "qualified year" for purposes of this provision.

17 Effective August 4, 2024, the definition of a "qualified year," for purposes of Paragraph 74(f), 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 ninety-four (94) days.

must have two hundred (200) or more workdays to be credited with a qualified year.

(2) An employee whose employment is severed on or after August 4, 2024 or whose retirement date is on or after August 4, 2024 must have two hundred (200) or more workdays to be credited with a qualified year when the three-hundred sixty-five (365) day period consists solely of days occurring prior to August 1, 2024. When the three-hundred sixty-five (365) day period includes day(s) occurring on or after August 1, 2024, the employee must have one hundred seventy (170) or more workdays to be credited with a qualified year.

It is understood and agreed that if, in any such three hundred sixty-five (365) day period, such employee was employed by Producer for fewer than two hundred (200) workdays (or one hundred seventy (170) workdays, if applicable), such three hundred sixty-five (365) day period shall not be counted as a qualified year but shall be "bridged" for severance pay purposes, with the result that any such three hundred sixty-five (365) day period or periods prior to such "bridged" year in which employee was employed by Producer for two hundred (200) or more workdays (or one hundred seventy (170) or more workdays, if applicable), shall be counted as a qualified year; provided, however, that any three hundred sixty-five (365) day period in which employee received any authorized leave of absence without pay shall be extended by the length of such leave and provided, further, that the computation of qualified years shall be subject to the following exceptions:

(3) An employee who is determined to have fewer than two (2) qualified years shall be credited with a qualified year only if, in addition to having been employed for at least two hundred (200) or more days (or one hundred seventy (170) or more days, if applicable) in the three hundred sixty-five (365) days immediately preceding the date of severance, the employee was employed for at least one (1) day during the first six (6) months of the eighteen (18) month period immediately preceding the date of severance, in which case the employee shall be credited with one (1) qualified year.

(4) Any period of two hundred seventy (270) consecutive days commencing prior to January 31, 1961 in which such employee was not actually employed by Producer will be deemed to have broken the employment record of such employee and no period prior to the completion of such two hundred seventy (270) days shall be considered in determining qualified years of such employee.

(5) With respect to any severance of employment of an employee which occurred between February 1, 1961 and January 31,

1965, both dates inclusive, the passage of two hundred seventy (270) days following such severance in which such employee was not employed and did not receive an offer of comparable employment under the terms and conditions specified in the predecessor collective bargaining agreement of this Agreement shall result in such individual being a new employee for severance pay purposes upon the completion of such two hundred seventy (270) day period.

(6) If an employee on the date of the severance of employment under this Agreement after January 31, 1961 with Producer would otherwise have had one (1), two (2), three (3) or four (4) consecutive "qualified years" with Producer, but had received full severance pay prior to February 1, 1965, then the employee shall be deemed to be a new employee for severance pay purposes after being rehired and the applicable consecutive qualified years shall be based and computed only upon employment with Producer after becoming a new employee.

(g) Severance Obligation of Successor Company

If a successor company buys out Producer and continues the operation of Producer's studio, and if the buying company continues the employment at the studio of an employee of Producer, such employee shall retain with the buying company the employee's appropriate severance pay experience credit accrued with Producer and the employee's employment shall not be considered to be terminated for severance pay purposes as a result of such successor company's acquisition of Producer. If such employee is not so continued in employment by the buying company, then Producer is responsible for any severance pay due the employee at the time of termination. If such employee is offered employment by the buying company, but elects not to continue employment with the buying company, the employee shall not be entitled to any severance pay from either Producer or buying company.

(h) Presentation of Claim for Severance Pay

Any claim for the payment of severance pay, not presented to the Producer within three hundred sixty-five (365) calendar days after the date upon which the employee is qualified under this Paragraph for such severance pay, shall be deemed to be waived.

75. No Clause.

76. **Re-employment of Former Labor Union Officers**

Any employee who has been employed by the Producer for the twelve (12) consecutive months (and has actually received pay for two hundred (200) or more days in that period) immediately prior to the date of election or appointment to a paid full-time job with a labor organization in the motion picture industry shall be re-employed in the employee's former job within ninety (90) days after leaving the Union position, on the same basis and seniority as though the employee had never left such job with Producer. Provided, however, that such job is available at the time of request for re-employment; that the job is not then held by an employee holding a personal service contract; that the employee, in the opinion of the Producer, is qualified and able to perform the duties required in such job, and that such employee has made application within thirty (30) days of leaving the Union position.

If such position has been abolished or the labor requirements of the Producer have materially changed, then subject to the above conditions, the Producer will give such employee preference of employment for any job available within the classifications of the bargaining unit.

77. **Return of Transferred Employee to Bargaining Unit**

Any employee of the Producer subject to this Agreement who is transferred or promoted to a position with Producer outside the classifications of the bargaining unit may, at the sole discretion of the Producer, upon the termination of such transfer or promotion, be restored to a position within the classifications of the bargaining unit on the same basis and seniority as though the employee had never been transferred or promoted from such bargaining unit. Provided, however, that such employee makes application with Producer for reinstatement to such position within the bargaining unit within ninety (90) days after severance from the position to which the employee had been transferred or promoted, as above described.

78. **Technological Change**

(a) Definition of Technological Change

As used herein, the term "technological change" means the introduction of any new or modified devices or equipment for the purpose of performing any work by employees covered by this Agreement which directly results in a change in the number of employees employed under this Agreement or which results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof, if any, provided herein, or in requiring substantially different training, qualification or skills therefor.

(b) Producer's Right to Institute Technological Changes

The parties hereto agree that Producer has the unrestricted right to make technological changes and that such right shall not be subject to grievance or arbitration or any other proceeding. However, Producer's right to make technological changes shall be subject to the provisions of subparagraphs (c), (d), (e) and (f) of this Paragraph 78.

(c) Notice of Technological Change

If Producer proposes to make any technological change, it shall give written notice thereof to Union and to any other Union affected by such change. Such notice shall be given as soon as possible but not less than thirty (30) days prior to instituting such change.

(d) Retraining

If any technological change permanently displaces any person in the performance of such person's job classification for Producer, and

(1) such person, as of the date of such displacement, is entitled under the provisions of Paragraph 74 hereof ("Severance Pay") to be credited with at least one (1) "qualified year" arising out of that employment by Producer; and

(2) such person is qualified to be retrained for an available job resulting from such technological change or for other jobs which Producer has available within Union's jurisdiction, or within the jurisdiction of any other Union which is a party to the Memorandum of Agreement of 1965, or for any other available job opportunity with Producer, then:

Producer agrees to endeavor to retrain such person for such available job at Producer's expense, in which event the provisions of subparagraph (e), below, shall not apply. Union agrees, notwithstanding anything in this Agreement to the contrary, to permit such retraining and to cooperate with Producer with respect thereto. Union further agrees, for the benefit of other Union parties to the Memorandum of Agreement of 1965, in consideration of the inclusion in their respective contracts of a clause identical with this Paragraph 78, to permit retraining within this Union's jurisdiction of employees displaced from jobs within the jurisdiction of such other Union parties; provided, however, that such other Union parties' displaced employees are qualified for retraining in this Union's jurisdiction and provided, further, that such permission shall be on condition (applicable to this Paragraph 78 only) that this Union has been notified of such available job and within forty-eight (48) hours thereafter (excluding Saturdays, Sundays and holidays) is unable to furnish competent available persons on the Industry Experience Roster or Studio Seniority Roster, if any (applicable to this Union), to fill such available job. Any such person offered retraining pursuant to this subparagraph (d) shall, of course, have the right to reject the same, but any such rejection shall discharge Producer's obligations under this Paragraph 78 unless the job opportunity for which Producer offered retraining was at a lower rate of pay than the job from which employee is being displaced.

(e) Displacement Pay

If any such technological change permanently displaces any person in the performance of that job classification for Producer, and

(1) such person, as of the date of such displacement, is entitled under the provisions of Paragraph 74 hereof ("Severance Pay") to be credited with at least one (1) "qualified year" arising out of employment by Producer; and

(2) such person makes written application to Producer within thirty (30) days after such displacement to receive displacement pay (as herein defined), then:

Producer shall pay the amount of compensation set forth in the following table and, upon such payment, such person shall be removed from the Industry Experience Roster, so far as such Producer is concerned, and from the Studio Seniority Roster, if any.

Qualified Years as of the Date of Displacement	Number of Weeks of Displacement Pay Payable
1 or 2	1
3	1½
4	2
5 to 9 (inclusive)	3
10 or 11	5
12 or 13	6
14 or 15	7
16 or 17	8
18 or 19	9
20 or more	10

The payment of displacement pay, as above provided, shall be separate and apart from any obligation Producer may have to pay severance pay to such displaced person under the provisions of Paragraph 74 hereof ("Severance Pay"). Notwithstanding anything in this subparagraph (e) to the contrary, no such displaced person shall be eligible for displacement pay if:

(i) Producer offers the training referred to in subparagraph (d) above and such person rejects it, unless the training rejected is for a job at a lower rate of pay, or

(ii) such person is offered a job by Producer at an equal or better rate of pay, or

(iii) such person accepts any job with Producer even though such job is at a lower rate of pay.

(f) Negotiation of New Rates

If any technological change results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof, if any, provided herein, or in requiring substantially different training, qualification or skills therefor, and either the Producer or the Union desires to negotiate a new rate or classification for such job, the party desiring such negotiation shall give written notice to such effect to the other party within thirty (30) days following the date upon which any such job is so affected. Upon receipt of such notice, the parties shall immediately endeavor to agree upon the proper classification or rate for such job. Any such agreement shall be final and binding upon the parties concerned. If no such agreement is reached within thirty (30) days after such written notice is received, either party to this Agreement may, within thirty (30) days thereafter, invoke Step Two of the grievance procedure provided in Article 7 hereof or, if they mutually agree to waive Step Two, may proceed immediately to Step Three of the grievance procedure so provided. The rate or classification determined by such agreement or by any arbitration pursuant to Step Three of the grievance procedure shall be effective retroactive to the date upon which any employee commenced performing services in any such affected job, but no reduction in rate shall be retroactive.

(g) Experimental Technological Changes

The provisions of subparagraphs (c), (d), (e) and (f) above shall not apply to any experimental technological change except that if any such change becomes other than experimental and any increased rate for a job affected thereby is negotiated pursuant to subparagraph (f) above, such increased rate shall be retroactive to the date upon which an employee commenced performing the changed services in such affected job. As used herein, the term, "experimental technological change" shall mean a technological change which is instituted by Producer for the primary purpose of determining, under operating conditions, the feasibility and adequacy of performance of any new or modified device or equipment; provided, however, that the change shall no longer be considered experimental after the date upon which its operation by persons under the jurisdiction of this Agreement is no longer subject to supervision by the technicians or engineers concerned with its development. Nothing in this subparagraph (g) shall be construed to deprive Union of jurisdiction over any job over which it otherwise has jurisdiction hereunder.

(h) Disputes Concerning Retraining, Displacement Pay and Negotiation of New Rates

If a dispute arises between Union and Producer with respect to any determination required by subparagraphs (d), (e), (f) or (g) of this Paragraph 78, such dispute shall be subject to the grievance procedure set forth in Article 7 of this Agreement, but any award arising out of such grievance or arbitration shall be limited to the enforcement of the provisions of said subparagraphs hereof and shall not affect Producer's right to make technological changes.

79. Cell Phone Allowance

When a Producer requires an employee to use the employee's personal cell phone in order to perform the duties of the job, the Producer shall pay the employee an allowance of three dollars ($3.00) per day, not to exceed fifteen dollars ($15.00) per week. This provision is not applicable when the Producer provides a cell phone or other device (*e.g.*, an iPad) to the employee for work-related purposes or when the Producer makes other arrangements with the employee for payment as allowed under applicable law.

80. No Clause.

VIII. DUTIES AND DIVISIONS OF WORK

81. Duties and Divisions of Work

The work specifically described and defined below as the jurisdiction of Local 724 shall be the work of Local 724 employees hereunder.

(a) "JURISDICTIONAL AGREEMENT BETWEEN THE INTERNATIONAL HOD CARRIERS BUILDING AND COMMON LABORERS' UNION OF AMERICA (IHCB & CLU of A) AND THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS (IATSE)

"(1) All laborers working on stages or sets and locations during the actual shooting of a picture shall be the work of Motion Picture Crafts Service, Local #727, IATSE.

"(2) All laborers' work in the construction of new sets shall be the work of Local #724, IHCB & CLU of A, including the servicing of the IATSE Carpenter, Sheet Metal Worker, Motion Picture Set Painters, Local #729 and Motion Picture Studio Cinetechnicians, Local #695C.

"(a) All labor work in connection with the servicing of the following IATSE Locals shall be the work of Local #727, IATSE:

"Local #44 - Motion picture studio property persons, swing gang persons, nursery persons, set dressers, propmakers, prop-miniature persons, upholsterers, drapers and special effects persons (with the exception of the carpenter and sheet metal worker).

"Local #80 - Motion Picture Studio Grips.

"Local #165 - Motion Picture Studio Projectionists, Moving Picture Machine Operators.

"Local #468 - Studio Mechanics.

"Local #659 - Camera Persons.

"Local #683 - Laboratory Technicians.

"Local #695 - Sound Technicians.

"Local #705 - Motion Picture Costumers.

"Local #706 - Make-up Artists and Hair Stylists.

"Local #728 - Motion picture studio chief set electricians, floor persons, lamp operators and all persons employed on all electrical apparatus used in the making and taking of motion and still pictures, except that used in sound recording.

"Local #729 - Motion Picture Set Painters ("on production" only).

"Local #767 - First Aid Employees.

"Local #776 - Motion Picture Film Editors.

"Local #790 - Motion Picture Studio Art Craftspersons.

"Local #818 - Publicists.

"Local #839 - Motion Picture Screen Cartoonists.

"Local #847 - Set Designers and Model Makers.

"Local #854 - Story Analysts.

"Local #871 - Script Supervisors.

"Local #876 - Art Directors.

"Local #884 - Motion Picture Studio Teachers and Welfare Workers.

"(b) All other Laborers' work not herein defined, including the servicing of all crafts not listed in (2)(a), shall be performed by the members of Local #724, IHCB & CLU of A.

"(3) The wrecking of all sets and the carrying out of all scrap and refuse after all walls and units that are to be saved have been removed by the IATSE shall be the work of Local #724, IHCB & CLU of A.

"(4) The transporting of walls and units to and from the stages to scene docks for storage or use is to be the work of Local #727, IATSE.

"(a) All walls and units transported from the mill to the stages or direct to the location shall be the work of Local #724, IHCB & CLU of A (with the exception of Twentieth Century-Fox Studios, Metro-Goldwyn-Mayer Studios and Universal City Studios).

"(5) The cleaning of lumber, stock platforms and scraping and washing of stock flats used in previous sets is to be done by members of Local #724, IHCB & CLU of A.

"(a) The term "stock platforms" applies only to the platform which is used in the building of a floor and is not to be construed with camera or light platforms.

"(6) The stand-by work, the sweeping and cleaning up of stages and sets during the actual shooting of a picture shall be done by members of Local #727, IATSE.

"(7) The sweeping and cleaning up of stages shall be the work of members of Local #727, IATSE.

"(a) The sweeping and cleaning of stages by the members of Local #724, IHCB & CLU of A, shall be around the area of active construction.

"(8) The collecting and handling of refuse and debris that is to be burned or disposed of is to be done by members of Local #724, IHCB & CLU of A.

"(9) The maintenance of permanent lawns, permanent landscapes and permanent streets shall be done by the members of Local #724, IHCB & CLU of A.

"(a) This is not to be construed to conflict with the gathering, placing of flowers, foliage or greens to be used for sets or photography.

"(10) Manual transportation of heavy bungalows or dressing rooms on wheels shall be the work of Local #727, IATSE.

"(11) The opening and closing of doors, when shooting unit is in production, shall be done by members of Local #727, IATSE.

"(12) The collecting of artificial snow that is being removed from a live set between shots shall be the work of members of Local #727, IATSE. The swamping on the truck or tractor hauling the snow away shall be the work of the members of Local #724, IHCB & CLU & A.

"(13) Gravel, sand, etc., for roads, walks, etc., in connection with construction work, belongs to Local #724, IHCB & CLU of A. Handling of same after construction work finished and dirt for mounds as foundations for property workers belongs to Local #727, IATSE.

"(14) Washing windows to remove construction soil is the function of Local #724, IHCB & CLU of A. After set turned over for production, washing windows is the work of Local #727, IATSE.

"(15) An outdoor street is not a stage. While shooting a street scene, labor work belongs to Local #727, IATSE; however, while set or street is standing between productions, Local #724, IHCB & CLU of A, cleans same.

"(16) It is agreed on construction locations if only partial work for either Local #724, IHCB & CLU of A, or Local #727, IATSE, the men can interchange their jurisdiction.

"(17) The transporting to and from places of storage and firing of all Salamanders when used on production is the work to be performed by the members of Local #727, IATSE.

"This complete understanding and Agreement shall supersede any and all other documents, understandings and/or Agreements entered into prior to this date.

"The above Agreement shall become effective immediately and Locals affiliated with the International Unions affected shall be bound by its terms and conditions.

"THIS AGREEMENT AGREED TO AS OF THIS DATE AND TO BECOME EFFECTIVE IMMEDIATELY.

/s/ RICHARD F. WALSH
RICHARD F. WALSH, INTERNATIONAL PRESIDENT
FOR: International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators (IATSE)

/s/ J. V. MORESCHI
J. V. MORESCHI, GENERAL PRESIDENT

By: /s/ LEE LALOR
LEE LALOR, VICE PRESIDENT

FOR: International Hod Carriers' Building and Common Laborers' Union of America (IHCB & CLU of A)

DATED THIS 14th DAY OF SEPTEMBER, 1963"

(b) The striking of stage set floor covering materials, including, but not limited to, such floor covering materials as Masonite, Celotex, imitation cement squares, plywood and asphaltum board and the removal from the stage floor of nails used to fasten floor covering materials to the stage floor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT "A" ATTACHED HERETO, ALL OF WHICH CONSTITUTE A SINGLE MULTI-EMPLOYER BARGAINING UNIT

By: ______________________ Date: 5/21/26
Gregory J. Hessinger
President, AMPTP

STUDIO UTILITY EMPLOYEES, LOCAL 724

By: ______________________ Date: 5/14/26
Alex Aguilar Jr.
Business Manager/Secretary-Treasurer

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS, and its affiliate, STUDIO UTILITY EMPLOYEES, LOCAL 724, both affiliated with the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

By: ______________________ Date: 05/20/2026
Jon Preciado
Business Manager
Southern District Council of Laborers

By: ______________________ Date: 05/20/2026
Peter Santillan
Secretary/Treasurer
Southern District Council of Laborers

By: ______________________ Date: 5/21/26
Sergio Rascon
President
Southern District Council of Laborers

EXHIBIT "A"

COMPANIES IN THE MULTI-EMPLOYER UNIT
REPRESENTED BY ALLIANCE OF MOTION PICTURE
AND TELEVISION PRODUCERS

1440 Productions LLC
20th Century Studios, Inc.
40 North Productions, LLC

ABC Signature, LLC
ABC Studios New York, LLC
Abominable Pictures Inc.
AE Ops, LLC
Alameda Productions, LLC
Alcon Entertainment, LLC
Alive and Kicking, Inc.
Apple Studios LLC
Artcraft Productions Inc.
Ascension Films Inc.

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

Carnival Row Productions, LLC
Cast & Crew Production
Services, LLC
CBB Productions
CBS Studios Inc.
ChubbCo FilmCo
Columbia Pictures Industries,
Inc.
Corrado Mooncoin Holdings
LLC
Corporate Management
Solutions, Inc dba CMS
Productions
CPT Holdings, Inc.

DAE Light Media, LLC
Dean River Productions Inc.
Dyminium Productions, LLC

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

Film 49 Productions, Inc.
Fox Studio Lot, LLC
Frank & Bob Films II LLC
FTP Productions, LLC

Goldcrest Features, Inc.
Goodnight Industries, Inc. dba
Goodnight and Company

HBO Entertainment, Inc.
HBO Films, Inc.
Hydronaut Productions, LLC

Inclined Productions, Inc.

Jax Media, LLC

Kapital Productions, LLC

Legendary Features Productions
US, LLC
Legendary Pictures Productions,
LLC
Legendary Television
Animation, LLC

Madison Productions, Inc.
Media Services Processing, LLC
Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures
Inc.

MGM Television Entertainment Inc.
Milk Street Productions, LLC
Minim Productions, Inc.
Mountainair Film Inc.

Netflix Productions, LLC
Netflix Studios, LLC
New Regency Productions, Inc.
Next Step Productions LLC
Nila Inc.
North Center Productions, Inc.

Olive Productions, LLC
Onyx Collective Productions, Inc.
Open 4 Business Productions LLC
Orchard Road Productions, LLC
Over The Pond Productions, Inc.

Pacific 2.1 Entertainment Group, Inc
Paramount Overseas Productions, Inc.
Paramount Pictures Corporation
Paramount Worldwide Productions, Inc.
pg County, LLC
Picrow Inc dba Pictures in a Row
Picrow Streaming Inc.

Raquel Productions Inc.
Remote Broadcasting, Inc.
River Road Entertainment Productions, LLC
Ruff Draft Productions, LLC

San Vicente Productions, Inc.
Screen Gems Productions, Inc.
Serendipity Productions, Inc.
Sony Pictures Studios, Inc.
South Circle Productions LLC
South Rock Productions LLC
Stage 6 Films, Inc.
Steptinpooh, LLC
Story Ink, Ltd.
Storyteller Productions Co., LLC dba Amblin Partners
Stu Segall Productions, Inc.

The Book of Jobs LLC
Theatrical Resources, LLC
Topanga Productions, Inc.
Trackdown Productions, Inc.
Turner Films, Inc.
TVM Productions, Inc.
Twentieth Century Fox Film Corporation
Twentieth Century Fox Film Corporation d/b/a 20th Television

Universal City Studios LLC
Universal Content Productions LLC

Walden Media Productions LLC
Walk By Faith Film, LLC
Walt Disney Pictures
Warner Bros. Pictures
Warner Bros. Studio Operations
Warner Bros. Television
Warner Specialty Productions Inc.
wiip Productions, LLC
Woodridge Productions, Inc.

XOF Studios, LLC

EXHIBIT "B"

PAYROLL COMPANIES' AGREEMENT

This Agreement is made and entered into between ____________________ (herein "The Payroll Company"), and Studio Utility Employees, Local 724 (herein "Union"), an unincorporated association, upon the following terms, conditions and recitals:

I. The Payroll Company is a payroll service for the motion picture and television industries and is an employer member of the multi-employer bargaining unit represented by the Alliance of Motion Picture & Television Producers, Inc., described in the Producer - Studio Utility Employees, Local 724 Agreement (hereinafter "Agreement") to which The Payroll Company is a signatory.

II. The Payroll Company's employment of persons subject to the Agreement and its responsibility to the Union therefor shall be governed by the following:

A. The Payroll Company shall give advance notice to the Union of its involvement in connection with any motion picture or television production when services falling within the work jurisdiction of the Agreement are to be performed. Effective for new seasons of episodic series, the first episode of which commences principal photography on or after August 4, 2024, the Payroll Company will provide notice to the Union in advance of each new season of the series in which it is involved as the primary employer. Said advance notice shall be given as soon as practicable, but in no event later than the Monday immediately following the issuance of the first payroll covering employees under the Agreement. Said notice may be oral and confirmed in writing within two (2) working days thereafter and shall include the following:

1. Name of production company and producer;
2. Title of production;
3. Season of the series, if applicable;
4. Nature of production (Theatrical, Television, Commercial, Videotape);
5. Scheduled pre-production, production, and post-production dates;
6. Production locations; and
7. Whether The Payroll Company is the "primary" or "secondary" employer as those terms are herein defined.

The Payroll Company, in addition to the foregoing notice to the Union, shall also, on its own behalf as a "primary" employer, comply with any notification provisions contained within the Agreement or, when the Payroll Company is the "secondary" employer, require the "primary" employer to comply therewith.

In the event a Payroll Company consistently fails to give notice as required by this Section, then an arbitrator in an arbitration proceeding shall have the authority to issue an appropriate remedy.

Absent receipt of the aforementioned notice from the Payroll Company, The Payroll Company will not be deemed to have any responsibility for any production merely because someone other than a designated representative of The Payroll Company represents to the Union that it is utilizing the services of The Payroll Company unless The Payroll Company is in fact providing such services and failed to give the notice called for herein. Notwithstanding any other provision herein, in the event The Payroll Company fails to give the advance notice as above required as to more than one (1) production or season of a series, the Union shall have the right to cancel this Payroll Companies' Agreement as to such Payroll Company upon fifteen (15) days' written notice. The Union shall notify The Payroll Company of the first violation, which may be oral and confirmed in writing later.

B. The scope of The Payroll Company's responsibility to the Union and to persons performing services subject to the Agreement shall be based on whether The Payroll Company is deemed a "primary" employer or a "secondary" employer insofar as the employees performing such services are concerned.

1. The Payroll Company shall be deemed the "primary" employer when it is providing services to a customer producer/employer which is not a member of the multi-employer bargaining unit described in the Agreement.

(a) In its position as a "primary" employer, The Payroll Company shall provide services to a customer producer/ employer only on the basis that persons working in the crafts and classifications designated in the Agreement are employed under the Agreement to the same extent as would be required of any other Producer signatory to the Agreement.

Notwithstanding any other provision, in the event a Payroll Company violates the above requirement as a "primary" employer as to more than one (1) production, the Union shall have the right to cancel this Agreement as to such Payroll Company upon fifteen (15) days' written notice. The Union shall notify The Payroll Company of the first violation, which may be oral and confirmed in writing later.

In the event a Payroll Company fails to provide coverage to employees under the Agreement as required above, an arbitrator shall have the authority to issue an award as to the full measure of damages.

(b) When a client requests a Payroll Company to act as the primary employer for a theatrical or television motion picture with respect to those employees engaged in covered classifications under the Agreement, including any new season of an episodic series, The Payroll Company shall notify the Union of that fact within one (1) business day after the client requests The Payroll Company to so act as the primary employer for that picture. In the event the Union is engaged in negotiations with said client, the Union shall notify The Payroll Company and the AMPTP of that fact within one (1) business day after receipt of said notice from The Payroll Company. Thereafter, The Payroll Company shall not act as the primary employer under this Agreement without the consent of the Union. If The Payroll Company does not receive an objection from the Union within said one (1) business day, The Payroll Company may act as the primary employer under this Agreement.

(c) No contributions will be accepted from The Payroll Company on behalf of employees employed by an employer which is not a signatory to a collective bargaining agreement requiring contributions to the Plans if the non-signatory employer employs one or more "controlling employees."

A "controlling employee" is defined as any employee who performs work within any job classification covered by a collective bargaining agreement with a Union party to the Motion Picture Industry Pension and/or Health Plans ("Plans") requiring contributions to be made to the Plans and who is also an officer or controlling shareholder of the non-signatory employer or the spouse of such an officer or controlling shareholder. The term "controlling shareholder" means a person who owns ten percent (10%) or more of the voting power of the corporation.

The Payroll Company shall be required to submit a completed Non-Signatory Employer Data Sheet in the form required by the Plans with respect to each production or other project on which The Payroll Company is to act as the primary employer.

2. The Payroll Company shall be deemed a "secondary" employer when it is providing services to a customer producer/employer which is a member of the multi-employer bargaining unit described in Agreement and The Payroll Company's customer producer/employer shall be deemed the "primary" employer in such instances.

C. In those situations in which The Payroll Company is the primary employer, The Payroll Company shall be deemed the Producer and shall have full responsibility for compliance with all of the terms and conditions of the Agreement, including compliance with requirements in the Local Agreements relating to deal memos and personal services contracts, until such time as The Payroll Company gives the Union written notice of cancellation of its agreement with its customer producer/employer and notwithstanding said notice of cancellation, The Payroll Company shall remain responsible for all wages (including wages for reasonable time spent by an employee in returning equipment or properties for which the employee is responsible), fringe benefits and conditions of employment to the effective date of the cancellation and notice to the Union and, on distant location, all expenses due and costs of transportation and salaries for such transportation time, and for any residual payments (Post '60 payments or Supplemental Market payments) resulting from the performance of services prior to the notice of said cancellation unless and until The Payroll Company shall be relieved of responsibility for such residual payments pursuant to the procedures set forth in this Exhibit "B." In addition to all other required information, The Payroll Company shall specify in all reports to the Motion Picture Industry Pension Plan and the Motion Picture Industry Health Plan the name of the customer/producer employer, the title of the production, the season of the episodic series if applicable, and the classification(s) of employees covered by the Trust Fund payments.

When acting as the "primary employer" for a theatrical motion picture, The Payroll Company shall be prohibited from processing and/or issuing any payroll checks for or on behalf of its customer producer/employer until such time as The Payroll Company has secured from its customer producer/employer an executed Assumption Agreement, as provided below, and delivered same to the Administrator of the Motion Picture Industry Pension and Health Plans. The Assumption Agreement shall be substantially in the following form:

"In consideration of the Agreement between the undersigned Producer, ________________________________(herein

(insert name of Producer)

for convenience referred to as 'Producer'), and

____

(insert name of Payroll Company)

(herein for convenience referred to as 'The Payroll Company'), under which The Payroll Company has agreed to furnish payroll services for the theatrical motion picture presently entitled, '______________________________'

(insert name of motion picture)

(hereinafter for convenience referred to as 'the motion picture'), the Producer hereby agrees that the motion picture is covered by and subject to the following agreements (check the box(es) of those that are applicable):

☐ The Producer - I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement of 2024 ('the IATSE Basic Agreement');

☐ The Animation Guild, Local 839 Agreement of 2024 ('the Cartoonists Agreement');

☐ The Producer - Studio Transportation Drivers, Local 399 Agreement of 2024 ('the Teamsters (Drivers) Agreement');

☐ The Producer - International Brotherhood of Electrical Workers, Local 40 Agreement of 2024 ('the IBEW Agreement');

☐ The Producer - United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 78 Agreement of 2024 ('the Plumbers Agreement');

☐ The Producer - International Hod Carriers, Building and Common Laborers Union, Studio Utility Employees, Local 724 Agreement of 2024 ('the Laborers Agreement');

☐ The Producer - Operative Plasterers and Cement Masons International Association of the United States and Canada, Local 755 Agreement of 2024 ('the Plasterers Agreement')

"Producer further agrees that the motion picture is covered by and subject to the provisions of Article 15 of the Agreement, *'Post '60 Theatrical Motion Pictures,'* and/or the corresponding provisions of the other applicable Agreements referred to above (*i.e.*, the applicable provisions of The Animation Guild Agreement, Article XIX of the IATSE Basic Agreement, Article 15 of the Teamsters (Drivers) Agreement, Article 15 of the IBEW Agreement, Article 15 of the Plumbers Agreement, Article 15 of the Laborers Agreement and Article 15 of the Plasterers Agreement), pertaining to payments due when theatrical motion pictures, the principal photography of which commenced in the period August 1, 2024 through July 31, 2027, are released to free television and to the provisions of Article 21 of the Agreement, *'Supplemental Markets,'* and/or the corresponding provisions of the other applicable Agreements referred to above (*i.e.*, the applicable provisions of The Animation Guild Agreement, Article XXVIII of the IATSE Basic Agreement, Article 21 of the Teamsters (Drivers) Agreement, Article 21 of the IBEW Agreement, Article 21 of the Plumbers Agreement, Article 21 of the Laborers Agreement and Article 21 of the Plasterers Agreement), pertaining to payments due for the release of theatrical motion pictures in Supplemental Markets.

"Producer hereby agrees, expressly for the benefit of the Motion Picture Industry Pension and Health Plans ('the Plans') to assume the obligations of said provisions and to make the payments to the Plans required thereby. It is expressly understood and agreed that the rights of Producer to exhibit or license the exhibition of such motion pictures on free television and/or in Supplemental Markets shall be subject to and conditioned upon payment to the Plans as provided in the respective applicable provisions referred to hereinabove. It is agreed that such Plans shall be entitled to injunctive relief and damages against Producer in the event such payments are not made.

"The Producer agrees to keep or have access to complete records showing the income derived from the distribution of such motion pictures to free television and/or Supplemental Markets and the Plans shall have the right at all reasonable times to inspect such records. The Producer shall give the Plans prompt written notice of the date on which the motion picture is first telecast on free television and/or is first released in Supplemental Markets. An inadvertent failure to comply with said notice requirements shall not constitute a default by the Producer, provided that such failure is cured promptly after notice thereof from the Plans.

"Producer further agrees that in the event of a sale, transfer, license or assignment of the free television distribution rights or the Supplemental Markets distribution rights to the above-referenced motion picture, Producer will obtain from the buyer, transferee, licensee or assignee an Assumption Agreement substantially in the form set forth above and shall provide an executed copy of such Assumption Agreement to the Plans. In such event, Producer shall give notice to the Plans, within thirty (30) days of each sale, transfer, license or assignment of such distribution rights, with the name and address of the buyer, transferee, licensee or assignee."

Upon the execution and delivery of such Assumption Agreement to the Administrator of the Motion Picture Industry Pension and Health Plans, The Payroll Company shall not be further liable to the Plans for the keeping of any records required under the *"Post '60 Theatrical Motion Pictures"* provisions or the *"Supplemental Markets"* provisions nor for the payments required thereunder for the exhibition of the motion picture in Supplemental Markets and/or on free television, and the Plans shall look exclusively to the Producer or any subsequent party last executing such an Assumption Agreement for the keeping of such records and compliance with such payment obligations.

D. In those situations in which The Payroll Company is a secondary employer, The Payroll Company's responsibility shall be limited to the monies advanced by the primary employer to The Payroll Company for wage payments, allowances, penalties, fringe benefits and payroll taxes for payment to or on behalf of persons who performed services subject to the Agreement. Provided, however, that should the primary employer default in its payment obligations to The Payroll Company and The Payroll Company not promptly cancel its agreement with the primary employer and simultaneously notify the Union of said termination, as hereinafter provided, then The Payroll Company shall be responsible for the wage payments, allowances, penalties, fringe benefits and payroll taxes owing to or on behalf of individuals who performed services subject to said Agreement for all hours worked by said persons through the end of the workday on which said notice or cancellation is given to the Union. In such event, The Payroll Company shall also be responsible for the payment of expenses and costs of transportation and salaries for transportation time, but only if The Payroll Company has expressly assumed responsibility therefor. When The Payroll Company acts only as a secondary employer, the Union shall deem The Payroll Company an agent of the primary employer and The Payroll Company shall have no responsibility for matters outside of its control such as, but not limited to, staffing requirements, seniority, work rules, jurisdictional problems or residual payments (Post '60 payments or Supplemental Market payments). With reference to such items, the Union shall look exclusively to the primary employer for responsibility. Furthermore, nothing contained in this Agreement shall in any way reduce, diminish or prejudice any legal or equitable right or claim that the Union could assert directly against any primary employer if this Agreement did not exist.

E. Once having given the notice to the Union described in Paragraph A., the scope of The Payroll Company's responsibility as delineated herein shall continue until such time as The Payroll Company serves a notice of contract termination upon its customer producer/employer and simultaneously delivers a copy of said termination notice to the Union.

Except as otherwise expressly provided in Paragraph C. above, upon delivery of said notice of termination to the Union, The Payroll Company shall forthwith be relieved of all further responsibility for services to be performed in connection with the production therein involved on and after the day immediately following the workday on which said notice of termination is delivered to the Union.

On distant location productions, reasonable notice of termination, whenever possible, must be given to the Union, and employees covered by the Agreement shall be paid, in addition to their salaries and conditions, all hotel and meal expenses and costs of transportation and salaries for such transportation time.

F. The Payroll Company shall remit vacation and holiday pay payments to the employees either on a weekly basis with their paychecks or by payment in full no later than with their final paycheck at the end of production. Any payments of unworked holiday pay made to an employee on a production shall be credited against the 4% accrual (4.583% accrual effective January 1, 2025). For the purpose of this provision, the "end of production" is defined as: (1) for television series, upon conclusion of the production season for episodes ordered and produced; (2) on television "movies of the week" and theatrical features, upon conclusion of principal photography; and (3) for post-production, upon conclusion of post-production work.

G. This Agreement is effective for a term coinciding with the term of the Agreement to which The Payroll Company is a party and shall be extended and renewed from time to time to the same extent that said Agreement is hereafter extended or renewed.

EXHIBIT "C"

BASIC CRAFTS-PRODUCER PROJECT INFORMATION SHEET

Please complete the following, if known, for each project employing employees covered by one or more of the Basic Crafts Agreements and working in the United States.

Please send completed form to callboard@ht399.org and contracts@csatf.org.

PROJECT TITLE:______________________________

SIGNATORY EMPLOYER:______________________________

PRODUCTION COMPANY (if different than signatory entity):______________________________

PRODUCTION LOCATIONS:______________________________

PRODUCTION OFFICE ADDRESS: ______________________________

Tel:______________ Email: ______________

PAYROLL COMPANY: ______________________________

LABOR RELATIONS CONTACT:______________________________

Tel:______________ Email: ______________

LINE PRODUCER: ______________________________

Tel:______________ Email: ______________

UPM:______________________________

Tel:______________ Email: ______________

PRINCIPAL PHOTOGRAPHY START DATE:______________________________

TRANSPORTATION COORDINATOR:______________________________

Tel:______________ Email: ______________

TRANSPORTATION CAPTAIN:______________________________

Tel:______________ Email: ______________

LOCATION MANAGER:______________________________

Tel:______________ Email: ______________

CASTING DIRECTOR:______________ ASSOCIATE CASTING:______________

PROJECT TYPE (pick one):

☐ **FEATURE:**

BUDGET: ☐ $8 Million or Less ☐ More Than $8 Million

☐ **TELEVISION:**

INTENDED FOR EXHIBITION ON: ☐ Network ☐ Basic Cable ☐ Pay TV ☐ Other:__________

LENGTH OF EPISODE: ☐ ½ hour ☐ 1 hour ☐ Other:__________

TYPE: ☐ Pilot ☐ Series ☐ Long-Form ☐ Other:______

☐ **SCRIPTED DRAMATIC SVOD:** Platform Name:______________________________

☐ Pilot:

Length: ☐ 20-35 minutes ☐ 36-65 minutes ☐ 66+ minutes

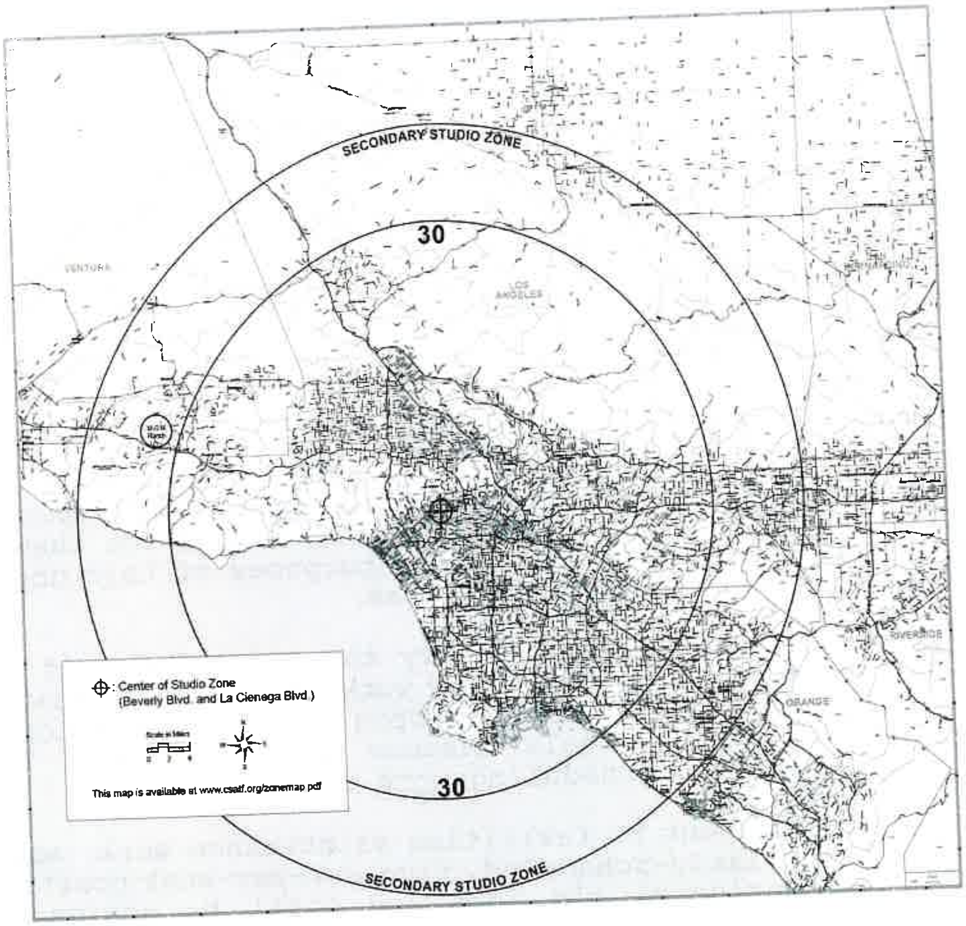
☐ One-Time Program (Other Than a Pilot):

20-35 minutes	☐ **less than $1.5 million**	☐ **$1.5 million but less than $5 million**	☐ **$5 million or more**
36-65 minutes	☐ **less than $1.5 million**	☐ **$1.5 million but less than $10 million**	☐ **$10 million or more**
66+ minutes	☐ **less than $3 million**	☐ **$3 million but less than $10 million**	☐ **$10 million or more**

☐ Episodic Series/Mini-Series: Total # of Episodes/Parts:______________

20-35 minutes	☐ **less than $1.5 million**	☐ **$1.5 million but less than $5 million**	☐ **$5 million or more**
36-65 minutes	☐ **less than $1.5 million**	☐ **$1.5 million but less than $10 million**	☐ **$10 million or more**
66+ minutes	☐ **less than $2 million**	☐ **$2 million but less than $10 million**	☐ **$10 million or more**

EXHIBIT "Z"
STUDIO ZONE AND SECONDARY STUDIO ZONE MAP



<u>Studio Zone Defined</u> - The Studio Zone shall be the area within a circle thirty (30) miles in radius from Beverly Blvd. and La Cienega Blvd., Los Angeles, California and includes Agua Dulce, Castaic (including Lake Castaic), Leo Carillo State Beach, Ontario International Airport, Piru and Pomona (including the Los Angeles County Fair Grounds). The Metro-Goldwyn-Mayer, Inc. Conejo Ranch property shall be considered as within the Studio Zone.

<u>Secondary Studio Zone Defined</u> - The Secondary Studio Zone extends ten (10) miles from the perimeter of the Studio Zone and includes John Wayne Airport and the City of Huntington Beach.

This map is available at <u>www.csatf.org/zonemap.pdf</u>.

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
14144 VENTURA BOULEVARD
SHERMAN OAKS, CALIFORNIA 91423
(818) 995-3600
FAX (818) 789-7431

J. NICHOLAS COUNTER III
PRESIDENT

As of October 31, 1988

Guy Johnson
Business Representative
Studio Utility Employees
Local #724
6700 Melrose Avenue
Los Angeles, California 90038

Re: 1988 Local #724 Agreement; Workweek Provision

Dear Guy:

In implementing the new workweek provision with respect to "off production" employees, the parties agree to conduct themselves in a manner that is consistent with the purposes of this provision as expressed in the following guidelines:

(i) The Producer shall notify the Local Union if employees are employed on a regular workweek schedule that includes Saturday and/or Sunday. Upon request of the Local Union, the Producer shall discuss with the Local Union its reasons for scheduling work on those days.

(ii) With respect to facilities maintenance work, assignments to regularly-scheduled, five-day-per-week positions shall be considered bid jobs and shall be assigned to the senior qualified bidder. If no employee bids for such assignment, the assignment shall be made in inverse order of seniority. Such bids shall be in effect for a period of six (6) months, at which point they will be rebid. Employees employed in such bid jobs may be retained out of Studio Seniority at time of layoff.

(iii) This new workweek provision is intended to be used for improving efficiencies and economies or where there is a necessity to perform the work outside the Monday through Friday period.

Sincerely,

J. Nicholas Counter III

JNC:sjk

SIDELETTER NO. 1

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
15503 Ventura Boulevard
Encino, California 91436-3140
(818) 995-3600
Fax (818) 382-1793

J. Nicholas Counter III
President

As of August 1. 1994

Leo Reed
Secretary Treasurer
Studio Transportation Drivers
Local #399
P.O. Box 6017
North Hollywood, CA 91603

Guy Johnson
Business Representative
Studio Utility Employees
Local #724
6700 Melrose Avenue
Los Angeles. CA 90038

Tim Dixon
Business Representative
International Brotherhood of
Electrical Workers, Local #40
5643 Vineland Avenue
North Hollywood, CA 91601

Mark Seay
Business Representative
Ornamental Plasterers, Modelers
and Sculptors, Local #755
13949 Ventura Blvd., Suite 305
Sherman Oaks, CA 91423

Re: 1994 Basic Crafts Memoranda of Agreement

Gentlemen:

This will confirm that the interchange language in items 5 and 6 of the Memoranda of Agreement, covering new one-hour episodic television series and pilots and movies-for-television and long-form television productions, respectively, has been deleted as unnecessary. All parties agree that each of the Basic Crafts Agreements already provides for complete interchange within the bargaining unit on such productions.

Sincerely,

J. Nicholas Counter III

JNC:sjk

SIDELETTER NO. 2

ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS
15503 Ventura Boulevard
Encino, California 91436-3140
(818) 995-3600
Direct Dial (818) 382-1710
Fax (818) 382-1793

J. Nicholas Counter III
President

As of August 1, 1994

Earl Brendlinger
Business Representative
Studio Utility Employees
Local #724
6700 Melrose Avenue
Los Angeles, CA 90038

Dear Earl:

This will confirm the agreement reached in the course of negotiations leading to the 1994 Producer-Studio Utility Employees, Local #724 Agreement that the Union may, on an individual company-by-company basis, discuss work opportunities for employees covered by this Agreement in the handling of hazardous waste material.

Sincerely,

J. Nicholas Counter III

JNC:sjk

ACCEPTED AND AGREED:

Earl Brendlinger

SIDELETTER NO. 3

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403
Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Gregory J. Hessinger
President

Direct: 818.935.5901

As of August 1, 2004
Revised as of August 1, 2007
Revised as of August 1, 2010
Revised as of August 1, 2012
Revised as of August 1, 2015
Revised as of August 1, 2018
Revised as of August 1, 2021
Revised as of August 1, 2024

Alex Aguilar Jr.
Business Manager/Secretary-Treasurer
Studio Utility Employees, Local 724
6700 Melrose Avenue
Los Angeles, California 90038

Re: **Special Conditions for One-Hour Episodic Television Series, the Production of Which Commenced Prior to August 1, 2003, and for One-Half Hour and One-Hour Pilots**

Dear Alex:

This will confirm the agreement reached in the 2004 negotiations and confirmed in the 2007, 2010, 2012, 2015, 2018, 2021 and 2024 negotiations, to apply the following special conditions to pre-production and production of new one-hour episodic television series, the production of which commenced prior to August 1, 2003, and all pilots (half-hour or one-hour) which are committed to be produced in Los Angeles:

a. Wages

i. This subparagraph a.i. applies to pilots commencing principal photography prior to August 4, 2024 and seasons of one-hour episodic television series, the production of which commenced prior to August 1, 2003.

For pilots and the first year of any such series, except series which receive a short order of seven or fewer episodes in the first year, the wage rates set forth in the 2024 Producer-Studio Utility Employees, Local 724 Agreement (hereinafter the "Agreement") for the period immediately preceding the period in question shall apply (*e.g.*, during the period

August 4, 2024 to August 2, 2025, the wages for the period July 30, 2023 to August 3, 2024 shall apply);* thereafter, the wage rates in the Agreement shall apply.

For series which receive a short order of seven (7) or fewer episodes in the first year, the wage rates set forth in the Agreement for the period immediately preceding the period in question shall apply for the first two (2) years of the series; thereafter, the wage rates in the Agreement shall apply.

ii. This subparagraph a.ii. applies to pilots commencing principal photography on or after August 4, 2024.

For pilots, the wage rates set forth in the Agreement, reduced by three percent (3%), shall apply.*

b. Vacation - No vacation pay shall be payable for a pilot and the first year of any series; in the second year of the series, vacation will be payable at one-half of the applicable percentage in the Agreement; thereafter, the vacation provisions in the Agreement shall apply.

c. Holidays Not Worked - No unworked holiday pay shall be payable for a pilot and the first year of any series; in the second year of the series, unworked holiday pay will be payable at one-half of the applicable percentage in the Agreement; thereafter, the unworked holiday provisions in the Agreement shall apply.

d. Holidays Worked - Each employee working on a holiday shall be paid a minimum of eight (8) hours at double time for such holiday.

e. Overtime - Daily overtime for hours worked shall be paid at the rate of time-and-one-half for each hour worked after eight (8) work hours, except as otherwise provided in the Agreement; golden hours shall be paid for each hour worked after twelve (12) work hours.

f. Transportation Allowance - With respect to employees reporting to a "studio zone location," as described in the Agreement, Producer shall not be required to pay a transportation allowance to any employee who travels to any location in Los

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* For convenience, the wage rates for productions covered under this Sideletter appear on pages 202 through 222.

Angeles County within a ten (10) mile radius from a point to be determined by the Producer. Producer shall give prior notice to the Chair of the Basic Crafts (with copies to the other Basic Crafts Unions) of the point so designated. Such point may be changed by Producer at the beginning of each season. Commencing outside the ten (10) mile radius, a transportation allowance will be paid pursuant to the Agreement. Secured parking will be provided at such locations in accordance with the Agreement.

If the foregoing comports with your understanding of our agreement, please so indicate by executing this sideletter in the space reserved for your signature.

Sincerely,

Gregory J. Hessinger

GJH:cpb

ACCEPTED AND AGREED:

Alex Aguilar Jr.
Business Manager/Secretary-Treasurer

The following minimum wage scale is effective for the period commencing with August 1, 2024 to and including August 3, 2024 and applies to motion pictures covered under Sideletter Nos. 4 or 5.*

Studio Utility Employees, Local 724		Studio Minimum Rates	
		Schedule A Daily[1]	Schedule C (Exempt)
8/1/24 – 8/3/24		1½ after 8 and/or 40; Min. Call - 8 hrs.	Weekly "On Call"[2]
		Regular Basic Hourly Rate	
Occ. Code No.	Classification	Per Hour	Per Week
5100	Laborer Foreperson	$42.82[3]	$2,247.32
5101	Laborer Gang Boss	39.91	
5103	Gardener Gang Boss	43.42	
5111	Laborer	38.09	
5112	Entry Level Employee[6]***	18.08	
5119	Pot Washer (Paint)	39.26	
5120	Concrete Tender	40.57	
5121	Plaster Tender (Hod Carrier)	40.57	
5122	Sand Blaster	39.52	
5125	Roofer	39.52	
5126	Tar Pot Man	39.52	

Studio Utility Employees, Local 724 **8/1/24 – 8/3/24** Occ. Code No. Classification	Studio Minimum Rates	
	Schedule A Daily[1]	Schedule C (Exempt)
	1½ after 8 and/or 40; Min. Call - 8 hrs.	Weekly "On Call"[2]
	Regular Basic Hourly Rate	
	Per Hour	Per Week
5129 Pneumatic Tool Operator[9]	39.91	
5133 Horticulturist	41.01	
5143 Gardener	38.81	
5151 Toolroom Keeper	39.26	
5152 "Hyphenate" Driver/Laborer	[10]	

Footnotes applicable to this Wage Schedule begin on page 91.

* See Sideletter Nos. 4, 5, 8 and 10 for a detailed description of the conditions under which motion pictures are covered under the terms and conditions of Sideletter Nos. 4 and 5.

*** Footnote 6 on page 92 is modified to provide that the following wage progression for entry level employees be used in lieu of the rates on page 92:

Length of Experience	**Wage Scale Progression**	**8/1/24 – 8/3/24**
0 to 80 days		$18.08
81 to 160 days	70% of the Journeyman level rate	26.66
161 to 240 days	75% of the Journeyman level rate	28.57
241 to 320 days	80% of the Journeyman level rate	30.47
321 to 400 days	85% of the Journeyman level rate	32.38
401 to 480 days	90% of the Journeyman level rate	34.28
over 480 days	Journeyman level rate	38.09

The following "Three Percent (3%) Reduction" wage scale is effective for the period commencing with August 4, 2024 to and including August 2, 2025 and applies to motion pictures covered under Sideletter Nos. 4 or 5.* For clarity, this wage scale applies to motion pictures commencing principal photography on or after August 4, 2024, and new seasons of series and new mini-series, the first episode or part of which commences principal photography on or after August 4, 2024.

Studio Utility Employees, Local 724 **8/4/24 – 8/2/25** ***[3% reduction effective 8/4/24]*** Occ. Code No. Classification	Studio Minimum Rates	
	Schedule A Daily[1]	Schedule C (Exempt)
	1½ after 8 and/or 40; Min. Call - 8 hrs.	Weekly "On Call"[2]
	Regular Basic Hourly Rate	
	Per Hour	Per Week
5100 Laborer Foreperson	$45.77[3, 4**]	$2,474.54
5101 Laborer Gang Boss	42.67	
5103 Gardener Gang Boss	46.41	
5111 Laborer[5]	40.72	
5112 Entry Level Employee[6***]	24.43	
5119 Pot Washer (Paint)[7]	41.97	
5120 Concrete Tender	43.38	
5121 Plaster Tender (Hod Carrier)[8]	43.38	
5122 Sand Blaster	42.25	
5125 Roofer	42.25	
5126 Tar Pot Man	42.25	

Studio Utility Employees, Local 724 **8/4/24 – 8/2/25** ***[3% reduction effective 8/4/24]*** Occ. Code No. Classification	Studio Minimum Rates	
	Schedule A Daily[1]	Schedule C (Exempt)
	1½ after 8 and/or 40; Min. Call - 8 hrs.	Weekly "On Call"[2]
	Regular Basic Hourly Rate	
	Per Hour	Per Week
5129 Pneumatic Tool Operator[9]	42.67	
5133 Horticulturist	43.84	
5143 Gardener	41.49	
5151 Toolroom Keeper	41.97	
5152 "Hyphenate" Driver/Laborer	10	

Footnotes applicable to this Wage Schedule begin on page 91.

* See Sideletter Nos. 4, 5, 8 and 10 for a detailed description of the conditions under which motion pictures are covered under the terms and conditions of Sideletter Nos. 4 and 5.

** Footnote 4 on page 91 is modified as follows: The minimum wage rate applicable to the Schedule A Laborer Foreperson who is designated by the Construction Coordinator as the lead Laborer Foreperson on a production shall be $47.14 per hour. Application of this wage rate is limited to one Schedule A Laborer Foreperson on the production.

*** Footnote 6 on page 92 is modified to provide that the following wage progression for entry level employees be used in lieu of the rates on page 92:

Length of Experience	**Wage Scale Progression**	**8/4/24 – 8/2/25**
0 to 80 days	60% of the Journeyman level rate	$24.43
81 to 215 days	80% of the Journeyman level rate	32.58
216 to 350 days	90% of the Journeyman level rate	36.65
over 350 days	Journeyman level rate	40.72

The following "One-Year Lag" wage scale is effective for the period commencing with August 4, 2024 to and including August 2, 2025 and applies to motion pictures covered under Sideletter Nos. 4 or 5.* For clarity, this wage scale applies to motion pictures commencing principal photography prior to August 4, 2024, and seasons of series and mini-series, the first episode or part of which commences principal photography prior to August 4, 2024.

Studio Utility Employees, Local 724 **8/4/24 – 8/2/25** ***["One-year lag" rates]*** Occ. Code No. Classification	Studio Minimum Rates	
	Schedule A[1] Daily Employees	Schedule C (Exempt)
	1½ after 8 and/or 40; Min. Call - 8 hrs.	Weekly "On Call" [2]
	Regular Basic Hourly Rate	
	Per Hour	Per Week
5100 Laborer Foreperson	$44.10[3, 4**]	$2,314.74
5101 Laborer Gang Boss	41.11	
5103 Gardener Gang Boss	44.72	
5111 Laborer[5]	39.23	
5112 Entry Level Employee[6***]	23.54	
5119 Pot Washer (Paint)[7]	40.44	
5120 Concrete Tender	41.79	
5121 Plaster Tender (Hod Carrier)[8]	41.79	
5122 Sand Blaster	40.71	
5125 Roofer	40.71	

Studio Utility Employees, Local 724 **8/4/24 – 8/2/25** ***["One-year lag" rates]*** Occ. Code No. Classification	Studio Minimum Rates	
	Schedule A[1] Daily Employees	Schedule C (Exempt)
	1½ after 8 and/or 40; Min. Call - 8 hrs.	Weekly "On Call" [2]
	Regular Basic Hourly Rate	
	Per Hour	Per Week
5126 Tar Pot Man	40.71	
5129 Pneumatic Tool Operator[9]	41.11	
5133 Horticulturist	42.24	
5143 Gardener	39.97	
5151 Toolroom Keeper	40.44	
5152 "Hyphenate" Driver/Laborer	[10]	

Footnotes applicable to this Wage Schedule begin on page 91.

* See Sideletter Nos. 4, 5, 8 and 10 for a detailed description of the conditions under which motion pictures are covered under the terms and conditions of Sideletter Nos. 4 and 5.

** Footnote 4 on page 91 is modified as follows: The minimum wage rate applicable to the Schedule A Laborer Foreperson who is designated by the Construction Coordinator as the lead Laborer Foreperson on a production shall be $45.42 per hour. Application of this wage rate is limited to one Schedule A Laborer Foreperson on the production.

*** Footnote 6 on page 92 is modified to provide that the following wage progression for entry level employees be used in lieu of the rates on page 92:

Length of Experience	**Wage Scale Progression**	**8/4/24 – 8/2/25**
0 to 80 days	60% of the Journeyman level rate	$23.54
81 to 215 days	80% of the Journeyman level rate	31.38
216 to 350 days	90% of the Journeyman level rate	35.31
over 350 days	Journeyman level rate	39.23

The following "Three Percent (3%) Reduction" wage scale is effective for the period commencing with August 3, 2025 to and including August 1, 2026 and applies to motion pictures covered under Sideletter Nos. 4 or 5.* For clarity, this wage scale applies to motion pictures commencing principal photography on or after August 4, 2024, and new seasons of series and new mini-series, the first episode or part of which commences principal photography on or after August 4, 2024.

Studio Utility Employees, Local 724 **8/3/25 – 8/1/26** ***[3% reduction effective 8/4/24]*** Occ. Code No. Classification	Studio Minimum Rates	
	Schedule A[1] Daily Employees	Schedule C (Exempt)
	1½ after 8 and/or 40; Min. Call – 8 hrs.	Weekly "On Call" [2]
	Regular Basic Hourly Rate	
	Per Hour	Per Week
5100 Laborer Foreperson	$47.61[3, 4**]	$2,573.52
5101 Laborer Gang Boss	44.38	
5103 Gardener Gang Boss	48.27	
5111 Laborer[5]	42.35	
5112 Entry Level Employee[6***]	25.41	
5119 Pot Washer (Paint)[7]	43.65	
5120 Concrete Tender	45.11	
5121 Plaster Tender (Hod Carrier)[8]	45.11	
5122 Sand Blaster	43.94	
5125 Roofer	43.94	

Studio Utility Employees, Local 724 **8/3/25 – 8/1/26** ***[3% reduction effective 8/4/24]*** Occ. Code No. Classification	Studio Minimum Rates	
	Schedule A[1] Daily Employees	Schedule C (Exempt)
	1½ after 8 and/or 40; Min. Call - 8 hrs.	Weekly "On Call" [2]
	Regular Basic Hourly Rate	
	Per Hour	Per Week
5126 Tar Pot Man	43.94	
5129 Pneumatic Tool Operator[9]	44.38	
5133 Horticulturist	45.60	
5143 Gardener	43.15	
5151 Toolroom Keeper	43.65	
5152 "Hyphenate" Driver/Laborer	[10]	

Footnotes applicable to this Wage Schedule begin on page 91.

* See Sideletter Nos. 4, 5, 8 and 10 for a detailed description of the conditions under which motion pictures are covered under the terms and conditions of Sideletter Nos. 4 and 5.

** Footnote 4 on page 91 is modified as follows: The minimum wage rate applicable to the Schedule A Laborer Foreperson who is designated by the Construction Coordinator as the lead Laborer Foreperson on a production shall be $49.02 per hour. Application of this wage rate is limited to one Schedule A Laborer Foreperson on the production.

*** Footnote 6 on page 92 is modified to provide that the following wage progression for entry level employees be used in lieu of the rates on page 92:

Length of Experience	**Wage Scale Progression**	**8/3/25 – 8/1/26**
0 to 80 days	60% of the Journeyman level rate	$25.41
81 to 215 days	80% of the Journeyman level rate	33.88
216 to 350 days	90% of the Journeyman level rate	38.12
over 350 days	Journeyman level rate	42.35

The following "One-Year Lag" wage scale is effective for the period commencing with August 3, 2025 to and including August 1, 2026 and applies to motion pictures covered under Sideletter Nos. 4 or 5.* For clarity, this wage scale applies to motion pictures commencing principal photography prior to August 4, 2024, and seasons of series and mini-series, the first episode or part of which commences principal photography prior to August 4, 2024.

Studio Utility Employees, Local 724 **8/3/25 – 8/1/26** ***["One-year lag" rates]*** Occ. Code No. Classification	Studio Minimum Rates	
	Schedule A[1] Daily Employees	Schedule C (Exempt)
	1½ after 8 and/or 40; Min. Call - 8 hrs.	Weekly "On Call" [2]
	Regular Basic Hourly Rate	
	Per Hour	Per Week
5100 Laborer Foreperson	$47.19[3, 4**]	$ 2,551.07
5101 Laborer Gang Boss	43.99	
5103 Gardener Gang Boss	47.85	
5111 Laborer[5]	41.98	
5112 Entry Level Employee[6***]	25.19	
5119 Pot Washer (Paint)[7]	43.27	
5120 Concrete Tender	44.72	
5121 Plaster Tender (Hod Carrier)[8]	44.72	
5122 Sand Blaster	43.56	
5125 Roofer	43.56	
5126 Tar Pot Man	43.56	

Studio Utility Employees, Local 724 **8/3/25 – 8/1/26** ***["One-year lag" rates]*** Occ. Code No. Classification	Studio Minimum Rates	
	Schedule A[1] Daily Employees	Schedule C (Exempt)
	1½ after 8 and/or 40; Min. Call - 8 hrs.	Weekly "On Call" [2]
	Regular Basic Hourly Rate	
	Per Hour	Per Week
5129 Pneumatic Tool Operator[9]	43.99	
5133 Horticulturist	45.20	
5143 Gardener	42.77	
5151 Toolroom Keeper	43.27	
5152 "Hyphenate" Driver/Laborer	10	

Footnotes applicable to this Wage Schedule begin on page 91.

* See Sideletter Nos. 4, 5, 8 and 10 for a detailed description of the conditions under which motion pictures are covered under the terms and conditions of Sideletter Nos. 4 and 5.

** Footnote 4 on page 91 is modified as follows: The minimum wage rate applicable to the Schedule A Laborer Foreperson who is designated by the Construction Coordinator as the lead Laborer Foreperson on a production shall be $48.60 per hour. Application of this wage rate is limited to one Schedule A Laborer Foreperson on the production.

*** Footnote 6 on page 92 is modified to provide that the following wage progression for entry level employees be used in lieu of the rates on page 92:

Length of Experience	**Wage Scale Progression**	**8/3/25 – 8/1/26**
0 to 80 days	60% of the Journeyman level rate	$25.19
81 to 215 days	80% of the Journeyman level rate	33.58
216 to 350 days	90% of the Journeyman level rate	37.78
over 350 days	Journeyman level rate	41.98

The following "Three Percent (3%) Reduction" wage scale is effective for the period commencing with August 2, 2026 to and including July 31, 2027 and applies to motion pictures covered under Sideletter Nos. 4 or 5.* For clarity, this wage scale applies to motion pictures commencing principal photography on or after August 4, 2024, and new seasons of series and new mini-series, the first episode or part of which commences principal photography on or after August 4, 2024.

Studio Utility Employees, Local 724 **8/2/26 – 7/31/27** ***[3% reduction effective 8/4/24]*** Occ. Code No. Classification	Studio Minimum Rates	
	Schedule A[1] Daily Employees	Schedule C (Exempt)
	1½ after 8 and/or 40; Min. Call - 8 hrs.	Weekly "On Call" [2]
	Regular Basic Hourly Rate	
	Per Hour	Per Week
5100 Laborer Foreperson	$49.28[3, 4**]	$2,663.59
5101 Laborer Gang Boss	45.93	
5103 Gardener Gang Boss	49.96	
5111 Laborer[5]	43.83	
5112 Entry Level Employee[6***]	26.30	
5119 Pot Washer (Paint)[7]	45.18	
5120 Concrete Tender	46.70	
5121 Plaster Tender (Hod Carrier)[8]	46.70	
5122 Sand Blaster	45.48	
5125 Roofer	45.48	
5126 Tar Pot Man	45.48	

SIDELETTER NO. 4

Studio Utility Employees, Local 724 **8/2/26 – 7/31/27** ***[3% reduction effective 8/4/24]*** Occ. Code No. Classification	Studio Minimum Rates	
	Schedule A[1] Daily Employees	Schedule C (Exempt)
	1½ after 8 and/or 40; Min. Call - 8 hrs.	Weekly "On Call" [2]
	Regular Basic Hourly Rate	
	Per Hour	Per Week
5129 Pneumatic Tool Operator[9]	45.93	
5133 Horticulturist	47.20	
5143 Gardener	44.66	
5151 Toolroom Keeper	45.18	
5152 "Hyphenate" Driver/Laborer	[10]	

Footnotes applicable to this Wage Schedule begin on page 91.

[*] See Sideletter Nos. 4, 5, 8 and 10 for a detailed description of the conditions under which motion pictures are covered under the terms and conditions of Sideletter Nos. 4 and 5.

[**] Footnote 4 on page 91 is modified as follows: The minimum wage rate applicable to the Schedule A Laborer Foreperson who is designated by the Construction Coordinator as the lead Laborer Foreperson on a production shall be $50.74 per hour. Application of this wage rate is limited to one Schedule A Laborer Foreperson on the production.

*** Footnote 6 on page 92 is modified to provide that the following wage progression for entry level employees be used in lieu of the rates on page 92:

Length of Experience	**Wage Scale Progression**	**8/2/26 – 7/31/27**
0 to 80 days	60% of the Journeyman level rate	$26.30
81 to 215 days	80% of the Journeyman level rate	35.06
216 to 350 days	90% of the Journeyman level rate	39.45
over 350 days	Journeyman level rate	43.83

SIDELETTER NO. 4

The following "One-Year Lag" wage scale is effective for the period commencing with August 2, 2026 to and including July 31, 2027 and applies to motion pictures covered under Sideletter Nos. 4 or 5.* For clarity, this wage scale applies to motion pictures commencing principal photography prior to August 4, 2024, and seasons of series and mini-series, the first episode or part of which commences principal photography prior to August 4, 2024.

Studio Utility Employees, Local 724 **8/2/26 – 7/31/27** ***["One-year lag" rates]*** Occ. Code No. Classification	Studio Minimum Rates	
	Schedule A[1] Daily Employees	Schedule C (Exempt)
	1½ after 8 and/or 40; Min. Call - 8 hrs.	Weekly "On Call" [2]
	Regular Basic Hourly Rate	
	Per Hour	Per Week
5100 Laborer Foreperson	$49.08[3, 4**]	$2,653.11
5101 Laborer Gang Boss	45.75	
5103 Gardener Gang Boss	49.76	
5111 Laborer[5]	43.66	
5112 Entry Level Employee[6***]	26.20	
5119 Pot Washer (Paint)[7]	45.00	
5120 Concrete Tender	46.51	
5121 Plaster Tender (Hod Carrier)[8]	46.51	
5122 Sand Blaster	45.30	
5125 Roofer	45.30	
5126 Tar Pot Man	45.30	

Studio Utility Employees, Local 724 **8/2/26 – 7/31/27** ***["One-year lag" rates]*** Occ. Code No. Classification	Studio Minimum Rates	
	Schedule A[1] Daily Employees	Schedule C (Exempt)
	1½ after 8 and/or 40; Min. Call - 8 hrs.	Weekly "On Call" [2]
	Regular Basic Hourly Rate	
	Per Hour	Per Week
5129 Pneumatic Tool Operator[9]	45.75	
5133 Horticulturist	47.01	
5143 Gardener	44.48	
5151 Toolroom Keeper	45.00	
5152 "Hyphenate" Driver/Laborer	[10]	

Footnotes applicable to this Wage Schedule begin on page 91.

[*] See Sideletter Nos. 4, 5, 8 and 10 for a detailed description of the conditions under which motion pictures are covered under the terms and conditions of Sideletter Nos. 4 and 5.

[**] Footnote 4 on page 91 is modified as follows: The minimum wage rate applicable to the Schedule A Laborer Foreperson who is designated by the Construction Coordinator as the lead Laborer Foreperson on a production shall be $50.54 per hour. Application of this wage rate is limited to one Schedule A Laborer Foreperson on the production.

*** Footnote 6 on page 92 is modified to provide that the following wage progression for entry level employees be used in lieu of the rates on page 92:

Length of Experience	**Wage Scale Progression**	**8/2/26 – 7/31/27**
0 to 80 days	60% of the Journeyman level rate	$26.20
81 to 215 days	80% of the Journeyman level rate	34.93
216 to 350 days	90% of the Journeyman level rate	39.29
over 350 days	Journeyman level rate	43.66

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403
Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Gregory J. Hessinger
President

Direct: 818.935.5901

As of August 1, 2004
Revised as of August 1, 2007
Revised as of August 1, 2010
Revised as of August 1, 2012
Revised as of August 1, 2015
Revised as of August 1, 2018
Revised as of August 1, 2021
Revised as of August 1, 2024

Alex Aguilar Jr.
Business Manager/Secretary-Treasurer
Studio Utility Employees, Local 724
6700 Melrose Avenue
Los Angeles, California 90038

Re: **Special Conditions for New One-Hour Episodic Television Series, the Production of Which Commences On or After August 1, 2003 and for One-Half Hour Digital or Videotape Single Camera Dramatic Television Series and Digital or Videotape Non-Dramatic Series of Any Length, the Production of Which Commences on or After October 1, 2006 and for Mini-Series Made for Television, the First Part of Which Commences Principal Photography on or After August 4, 2024**

Dear Alex:

This will memorialize the agreement reached in the 2003 negotiations and confirmed in the 2007, 2010, 2012, 2015, 2018, 2021 and 2024 negotiations, to apply the following special conditions to pre-production and production of one-hour episodic television series, the production of which commences on or after August 1, 2003, and to one-half hour digital or videotape single camera dramatic television series and to digital or videotape non-dramatic series of any length, the production of which commences on or after October 1, 2006, which are committed to be produced in Los Angeles, and to mini-series made for television, the first part of which commences principal photography on or after August 4, 2024, which are committed to be produced in Los Angeles or which are committed to be produced outside Los Angeles so long as fifty percent (50%) or more of the employees working in classifications subject to the 2024 Producer-Studio Utility Employees, Local 724 Agreement (hereinafter the "Agreement") are covered thereunder:

a. Wages

i. This subparagraph a.i. applies to seasons of series, the first episode of which commences principal photography prior to August 4, 2024.

For the first two (2) production seasons of any such series, the wage rates set forth in the Agreement for the period immediately preceding the period in question shall apply (*e.g.*, during the period August 4, 2024 to August 2, 2025, the wage rates for the period July 30, 2023 to August 3, 2024 shall apply);* thereafter, the wage rates in the Agreement shall apply.

ii. This subparagraph a.ii. applies to seasons of series and mini-series, the first episode or part of which commences principal photography on or after August 4, 2024.

For mini-series and the first two (2) production seasons of any such series, the wage rates set forth in the Agreement, reduced by three percent (3%), shall apply;* thereafter, the wage rates in the Agreement shall apply.

b. Vacation - No vacation pay shall be payable for mini-series and the first year of any series; in the second year of the series, vacation will be payable at one-half of the applicable percentage in the Agreement; thereafter, the vacation provisions in the Agreement shall apply.

c. Holidays Not Worked - No unworked holiday pay shall be payable for a pilot, a mini-series and the first year of any series; in the second year of the series, unworked holiday pay will be payable at one-half of the applicable percentage in the Agreement; thereafter, the unworked holiday provisions in the Agreement shall apply.

d. Holidays Worked - Each employee working on a holiday shall be paid a minimum of eight (8) hours at double time for such holiday.

e. Overtime

i. On series, daily overtime for hours worked shall be paid at the rate of time-and-one-half for each hour worked after eight (8) work hours; golden hours shall be paid for each hour worked after twelve (12) work hours.

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* For convenience, the wage rates for productions covered under this Sideletter appear on pages 202 through 222.

ii. On mini-series, overtime will be paid at the rate of time and one-half (1.5x) after eight (8) hours worked; double time and one-half (2.5x) after fourteen (14) elapsed hours; and triple time (3x) after fifteen (15) elapsed hours.

f. Transportation Allowance - With respect to employees reporting to a "studio zone location," as described in the Agreement, Producer shall not be required to pay a transportation allowance to any employee who travels to any location in Los Angeles County within a ten (10) mile radius from a point to be determined by the Producer. Producer shall give prior notice to the Chair of the Basic Crafts (with copies to the other Basic Crafts Unions) of the point so designated. Such point may be changed by Producer at the beginning of each season. Commencing outside the ten (10) mile radius, a transportation allowance will be paid pursuant to the Agreement. Secured parking will be provided at such locations in accordance with the Agreement.

If the foregoing comports with your understanding of our agreement, please so indicate by executing this sideletter in the space reserved for your signature.

Sincerely,

Gregory J. Hessinger

ACCEPTED AND AGREED:

Alex Aguilar Jr.
Business Manager/Secretary-Treasurer

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403
Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Gregory J. Hessinger
President

Direct: 818.935.5901

As of August 1, 2004
Revised as of August 1, 2007
Revised as of August 1, 2010
Revised as of August 1, 2012
Revised as of August 1, 2015
Revised as of August 1, 2018
Revised as of August 1, 2021
Revised as of August 1, 2024

Alex Aguilar Jr.
Business Manager/Secretary-Treasurer
Studio Utility Employees, Local 724
6700 Melrose Avenue
Los Angeles, California 90038

Re: Special Conditions for Movies for Television and Long-Form Television Motion Pictures, Made for DVD Productions and Low Budget Theatrical Productions

Dear Alex:

This will confirm the agreement reached by the ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, on behalf of the Producers listed in the 2024 Studio Utility Employees, Local 724 Agreement (hereinafter referred to individually as "the Producer") and STUDIO UTILITY EMPLOYEES, LOCAL 724.

WHEREAS the Producer is a signatory party to the Producer - Studio Utility Employees, Local 724 Agreement of 2024; and

WHEREAS special conditions exist regarding movies for television (also referred to as "movies-of-the-week") and long-form television productions; and

WHEREAS special conditions exist in order to preserve and maintain employment for Local 724 members;

THEREFORE, it is agreed as follows:

1. This sideletter and its special conditions shall apply to those made for television long-form projects (including movies-of-the-week), and to mini-series made for television, the first part of which commences principal photography prior to August 4, 2024, which are produced by the Producer in Los Angeles between

August 1, 2024 and July 31, 2027. This sideletter shall also apply to any such projects produced outside Los Angeles during said time period so long as fifty percent (50%) or more of the employees working in classifications subject to this Agreement are covered thereunder.

2. All of the terms and conditions of the Local 724 Agreement of 2024 (hereinafter, the "Agreement") shall apply, except as provided in the special conditions in this sideletter.

3. These special conditions shall not apply to any post-production work on the productions covered hereunder, and all post-production and lab work shall be performed in accordance with the Agreement.

4. The roster provisions of the Agreement are fully applicable; however, prospective employees are free to accept or refuse a call to work on any production covered hereunder and any refusal to accept a call will not count as a refusal under the roster provisions of Paragraph 68(d) of the Agreement.

5. The special conditions applicable to the productions covered hereunder are:

(i) Notwithstanding any wage rate changes made in the future in the Agreement, wages are as listed on the attached "Long-Form Television Minimum Wage Schedules."

Wage rates for the "Made for Television Long-Form Agreement Rate Schedules" shall be calculated as follows:

(A) This subparagraph (A) applies to made for television long-form projects (including movies-of-the-week) which commence principal photography prior to August 4, 2024; to mini-series made for television, the first part of which commences principal photography prior to August 4, 2024; and to all direct-to-video productions and "low budget" theatrical productions covered under this Sideletter pursuant to Paragraph 8 below, regardless of when such productions commence principal photography.

The wage rates set forth in the Agreement, reduced by fifteen percent (15%), shall apply.

(B) This subparagraph (B) applies to made for television long-form projects (including movies-of-the-week) which commence principal photography on or after August 4, 2024.

The wage rates set forth in the Agreement, reduced by ten percent (10%), shall apply.

(ii) (A) Except as set forth in subparagraph (B) below, overtime will be paid at the rate of time and one-half (1.5x) after eight (8) hours worked; double time (2x) after fourteen (14) elapsed hours (double time and one-half (2.5x) after fourteen (14) elapsed hours on made for television long-form projects (including movies-of-the-week) commencing principal photography on or after August 4, 2024); and triple time (3x) after sixteen (16) elapsed hours (triple time (3x) after fifteen (15) elapsed hours on made for television long-form projects (including movies-of-the-week) commencing principal photography on or after August 4, 2024). Overtime pay for weekly employees shall be based on one-fortieth (1/40) of the weekly rate.

(B) On direct-to-video productions and "low budget" theatrical productions covered by this Sideletter as described in Paragraph 8 below, overtime will be paid at the rate of time and one-half (1.5x) after eight (8) hours worked, double time (2x) after fourteen (14) elapsed hours, and triple time (3x) after sixteen (16) elapsed hours. Overtime pay for weekly employees shall be based on one-fortieth (1/40) of the weekly rate.

(iii) Meal periods - The time for breaking for the meal period may be extended by up to one-half hour beyond the time specified in the Agreement without penalty at the request of the Director. Notice for such a delayed break must be given no later than one (1) hour before the meal period and the extension may not be scheduled.

(iv) Producer will not be required to pay the percentage of salaries for the specified contractual holidays; however, any employee working on such holiday will be paid double time. "On call" employees will be paid for any holiday not worked during their period of employment.

(v) Producer will not be required to pay the percentage of salaries as vacation pay.

(vi) (A) This subparagraph (A) applies to made-for-television long-form projects (including movies-of-the-week) which commence principal photography prior to August 4, 2024 and to mini-series, the first part of which commences principal photography prior to

August 4, 2024 and to direct-to-video productions and "low budget" theatrical productions covered under this Sideletter pursuant to Paragraph 8 below which commence principal photography prior to August 4, 2024. Producer will not be required to pay any allowance, such as that specified in Paragraphs 21(c) and 22(b)(2) of the Agreement.

(B) This subparagraph (B) applies to made for television long-form projects (including movies-of-the-week) which commence principal photography on or after August 4, 2024 and to direct-to-video productions and "low budget" theatrical productions covered under this Sideletter pursuant to Paragraph 8 below which commence principal photography on or after August 4, 2024. With respect to employees reporting to a "zone location," as described in the Agreement, Producer shall not be required to pay a transportation allowance to any employee who travels to any location in Los Angeles County within a ten (10) mile radius from a point to be determined by the Producer. Producer shall give prior notice to the Chair of the Basic Crafts (with copies to the other Basic Crafts Unions) of the point so designated. Such point may be changed by Producer at the beginning of each season. Commencing outside the ten (10) mile radius, a transportation allowance will be paid pursuant to the Agreement. Secured parking will be provided at such locations in accordance with the Agreement.

6. Prior to actual employment, Producer shall inform and provide written information to each employee to be hired of the special conditions applicable to the production.

7. Producer will provide to the Union the name of the project and, upon request, the names and classifications of the employees who will be employed under the special conditions of this sideletter.

8. The parties hereby confirm that the terms and conditions of this Sideletter also apply to direct-to-video productions and to "low budget" theatrical productions. For this purpose, a "low budget" theatrical production is one for which the budget does not exceed $8,000,000.

9. The Basic Crafts Unions shall have the right to audit any such "low budget" theatrical production to ensure that its budget falls within the aforesaid limitation.

If the budget cap is exceeded, the wages, terms and conditions of this Sideletter shall not apply and, instead, the wages, terms and conditions of the Agreement shall apply retroactive to the date of hire of employees covered by this Agreement.

Sincerely,

Gregory J. Hessinger

GJH:cpb

ACCEPTED AND AGREED:

Alex Aguilar Jr.
Business Manager/Secretary-Treasurer

LONG-FORM TELEVISION MINIMUM WAGE SCHEDULES

The following long-form television minimum wage scale is effective for the period commencing with August 1, 2024 to and including August 3, 2024 and applies to: (i) direct-to-video productions; (ii) "low budget" theatrical productions for which the budget does not exceed $8,000,000; (iii) television long-form projects (including movies-of-the-week and mini-series); (iv) pilots made for basic cable; and (v) the first season of an episodic series made for basic cable.

Studio Utility Employees, Local 724 **8/1/24 – 8/3/24** Occ. Code No. Classification	Studio Minimum Rates	
	Schedule A Daily[1]	Schedule C (Exempt)
	1½ after 8 and/or 40; Minimum Call - 8 hours	Weekly "On Call"[2]
	Regular Basic Hourly Rate	
	Per Hour	Per Week
4650 Laborer Foreperson	$37.49[3]	$1,967.53
4651 Laborer Gang Boss	34.94	
4652 Gardener Gang Boss	38.01	
4653 Laborer	33.35	
4654 Entry Level Employee[6**]	18.62	
4655 Pot Washer (Paint)	34.37	
4656 Concrete Tender	35.52	
4657 Plaster Tender (Hod Carrier)	35.52	
4658 Sand Blaster	34.60	
4659 Roofer	34.60	
4660 Tar Pot Man	34.60	
4661 Pneumatic Tool Operator[9]	34.94	
4662 Horticulturist	35.90	
4663 Gardener	33.97	
4664 Toolroom Keeper	34.37	
4665 "Hyphenate" Driver/Laborer	[10]	

Footnotes applicable to this long-form television minimum wage schedule begin on page 91.

** Footnote 6 on page 92 is modified to provide that the following wage progression for entry level employees be used in lieu of the rates on page 92:

Length of Experience	**Wage Scale Progression**	**8/1/24-8/3/24**
0 to 80 days		$18.62
81 to 160 days	70% of the Journeyman level rate	23.35
161 to 240 days	75% of the Journeyman level rate	25.01
241 to 320 days	80% of the Journeyman level rate	26.68
321 to 400 days	85% of the Journeyman level rate	28.35
401 to 480 days	90% of the Journeyman level rate	30.02
over 480 days	Journeyman level rate	33.35

The following "Ten Percent (10%) Reduction" long-form television minimum wage scale is effective for the period commencing with August 4, 2024 to and including August 2, 2025 and applies to television long-form projects (including movies-of-the-week) (other than those made for basic cable) commencing principal photography on or after August 4, 2024.

Studio Utility Employees, Local 724 **8/4/24 – 8/2/25** ***[10% reduction effective 8/4/24]*** Occ. Code No.	Classification	Studio Minimum Rates Schedule A[1] Daily Employees 1½ after 8 and/or 40; Minimum Call - 8 hours Regular Basic Hourly Rate Per Hour	Schedule C (Exempt) Weekly "On Call"[2] Per Week
4650	Laborer Foreperson	$42.47[3, 4*]	$2,295.96
4651	Laborer Gang Boss	39.59	
4652	Gardener Gang Boss	43.07	
4653	Laborer[5]	37.78	
4654	Entry Level Employee[6**]	22.67	
4655	Pot Washer (Paint)[7]	38.94	
4656	Concrete Tender	40.25	
4657	Plaster Tender (Hod Carrier)[8]	40.25	
4658	Sand Blaster	39.20	
4659	Roofer	39.20	
4660	Tar Pot Man	39.20	
4661	Pneumatic Tool Operator[9]	39.59	
4662	Horticulturist	40.68	
4663	Gardener	38.49	
4664	Toolroom Keeper	38.94	
4665	"Hyphenate" Driver/Laborer	[10]	

Footnotes applicable to this long-form television minimum wage schedule begin on page 91.

* Footnote 4 on page 91 is modified as follows: The minimum wage rate applicable to the Schedule A Laborer Foreperson who is designated by the Construction Coordinator as the lead Laborer Foreperson on a production shall be $43.74 per hour. Application of this wage rate is limited to one Schedule A Laborer Foreperson on the production.

** Footnote 6 on page 92 is modified to provide that the following wage progression for entry level employees be used in lieu of the rates on pages 92:

Length of Experience	**Wage Scale Progression**	**8/4/24 – 8/2/25**
0 to 80 days	60% of the Journeyman level rate	$22.67
81 to 215 days	80% of the Journeyman level rate	30.22
216 to 350 days	90% of the Journeyman level rate	34.00
over 350 days	Journeyman level rate	37.78

The following "Twelve and One-Half Percent (12.5%) Reduction" long-form television minimum wage scale is effective for the period commencing with August 4, 2024 to and including August 2, 2025 and applies to: (i) television long-form projects (including movies-of-the-week) and pilots made for basic cable commencing principal photography on or after August 4, 2024; and (ii) mini-series and the first season of an episodic series made for basic cable, the first episode or part of which commences principal photography on or after August 4, 2024.

Studio Utility Employees, Local 724 **8/4/24 – 8/2/25** ***[12.5% reduction effective 8/4/24]***		Studio Minimum Rates	
		Schedule A[1] Daily Employees	Schedule C (Exempt)
		1½ after 8 and/or 40; Minimum Call - 8 hours	Weekly "On Call"[2]
		Regular Basic Hourly Rate	
Occ. Code No.	Classification	Per Hour	Per Week
4650	Laborer Foreperson	$41.29[3, 4*]	$2,232.19
4651	Laborer Gang Boss	38.49	
4652	Gardener Gang Boss	41.87	
4653	Laborer[5]	36.73	
4654	Entry Level Employee[6**]	22.04	
4655	Pot Washer (Paint)[7]	37.86	
4656	Concrete Tender	39.13	
4657	Plaster Tender (Hod Carrier)[8]	39.13	
4658	Sand Blaster	38.12	
4659	Roofer	38.12	
4660	Tar Pot Man	38.12	
4661	Pneumatic Tool Operator[9]	38.49	
4662	Horticulturist	39.55	
4663	Gardener	37.42	
4664	Toolroom Keeper	37.86	
4665	"Hyphenate" Driver/Laborer	[10]	

Footnotes applicable to this long-form television minimum wage schedule begin on page 91.

* Footnote 4 on page 91 is modified as follows: The minimum wage rate applicable to the Schedule A Laborer Foreperson who is designated by the Construction Coordinator as the lead Laborer Foreperson on a production shall be $42.53 per hour. Application of this wage rate is limited to one Schedule A Laborer Foreperson on the production.

** Footnote 6 on page 92 is modified to provide that the following wage progression for entry level employees be used in lieu of the rates on page 92:

Length of Experience	**Wage Scale Progression**	**8/4/24 – 8/2/25**
0 to 80 days	60% of the Journeyman level rate	$22.04
81 to 215 days	80% of the Journeyman level rate	29.38
216 to 350 days	90% of the Journeyman level rate	33.06
over 350 days	Journeyman level rate	36.73

The following "Fifteen Percent (15%) Reduction" long-form television minimum wage scale is effective for the period commencing August 4, 2024 to and including August 2, 2025 and applies to: (i) direct-to-video productions; (ii) "low budget" theatrical productions for which the budget does not exceed $8,000,000; (iii) television long-form projects (including movies-of-the-week and mini-series) commencing principal photography prior to August 4, 2024; (iv) pilots made for basic cable commencing principal photography prior to August 4, 2024; and (v) the first season of an episodic series made for basic cable, the first episode of which commences principal photography prior to August 4, 2024.

Studio Utility Employees, Local 724		Studio Minimum Rates	
8/4/24 – 8/2/25 ***[15% reduction]***		Schedule A[1] Daily Employees	Schedule C (Exempt)
		1½ after 8 and/or 40; Minimum Call - 8 hours	Weekly "On Call"[2]
		Regular Basic Hourly Rate	
Occ. Code No.	Classification	Per Hour	Per Week
4650	Laborer Foreperson	$40.11[3, 4*]	$2,168.41
4651	Laborer Gang Boss	37.39	
4652	Gardener Gang Boss	40.67	
4653	Laborer[5]	35.68	
4654	Entry Level Employee[6**]	21.41	
4655	Pot Washer (Paint)[7]	36.78	
4656	Concrete Tender	38.01	
4657	Plaster Tender (Hod Carrier)[8]	38.01	
4658	Sand Blaster	37.03	
4659	Roofer	37.03	
4660	Tar Pot Man	37.03	
4661	Pneumatic Tool Operator[9]	37.39	
4662	Horticulturist	38.42	
4663	Gardener	36.35	
4664	Toolroom Keeper	36.78	
4665	"Hyphenate" Driver/Laborer	[10]	

Footnotes applicable to this long-form television minimum wage schedule begin on page 91.

* Footnote 4 on page 91 is modified as follows: The minimum wage rate applicable to the Schedule A Laborer Foreperson who is designated by the Construction Coordinator as the lead Laborer Foreperson on a production shall be $41.31 per hour. Application of this wage rate is limited to one Schedule A Laborer Foreperson on the production.

** Footnote 6 on page 92 is modified to provide that the following wage progression for entry level employees be used in lieu of the rates on page 92:

Length of Experience	**Wage Scale Progression**	**8/4/24 – 8/2/25**
0 to 80 days	60% of the Journeyman level rate	$21.41
81 to 215 days	80% of the Journeyman level rate	28.54
216 to 350 days	90% of the Journeyman level rate	32.11
over 350 days	Journeyman level rate	35.68

The following "Ten Percent (10%) Reduction" long-form television minimum wage scale is effective for the period commencing with August 3, 2025 to and including August 1, 2026 and applies to television long-form projects (including movies-of-the-week) (other than those made for basic cable) commencing principal photography on or after August 4, 2024.

Studio Utility Employees, Local 724 **8/3/25 – 8/1/26** ***[10% reduction effective 8/4/24]***		Studio Minimum Rates	
		Schedule A[1] Daily Employees	Schedule C (Exempt)
		1½ after 8 and/or 40; Minimum Call - 8 hours	Weekly "On Call"[2]
		Regular Basic Hourly Rate	
Occ. Code No.	Classification	Per Hour	Per Week
4650	Laborer Foreperson	$44.17[3, 4*]	$2,387.80
4651	Laborer Gang Boss	41.18	
4652	Gardener Gang Boss	44.78	
4653	Laborer[5]	39.29	
4654	Entry Level Employee[6**]	23.57	
4655	Pot Washer (Paint)[7]	40.50	
4656	Concrete Tender	41.86	
4657	Plaster Tender (Hod Carrier)[8]	41.86	
4658	Sand Blaster	40.77	
4659	Roofer	40.77	
4660	Tar Pot Man	40.77	
4661	Pneumatic Tool Operator[9]	41.18	
4662	Horticulturist	42.31	
4663	Gardener	40.03	
4664	Toolroom Keeper	40.50	
4665	"Hyphenate" Driver/Laborer	[10]	

Footnotes applicable to this long-form television minimum wage schedule begin on page 91.

* Footnote 4 on page 91 is modified as follows: The minimum wage rate applicable to the Schedule A Laborer Foreperson who is designated by the Construction Coordinator as the lead Laborer Foreperson on a production shall be $45.49 per hour. Application of this wage rate is limited to one Schedule A Laborer Foreperson on the production.

** Footnote 6 on page 92 is modified to provide that the following wage progression for entry level employees be used in lieu of the rates on page 92:

Length of Experience	**Wage Scale Progression**	**8/3/25 – 8/1/26**
0 to 80 days	60% of the Journeyman level rate	$23.57
81 to 215 days	80% of the Journeyman level rate	31.43
216 to 350 days	90% of the Journeyman level rate	35.36
over 350 days	Journeyman level rate	39.29

The following "Twelve and One-Half Percent (12.5%) Reduction" long-form television minimum wage scale is effective for the period commencing with August 3, 2025 to and including August 1, 2026 and applies to: (i) television long-form projects (including movies-of-the-week) and pilots made for basic cable commencing principal photography on or after August 4, 2024; and (ii) mini-series and the first season of an episodic series made for basic cable, the first episode or part of which commences principal photography on or after August 4, 2024.

Studio Utility Employees, Local 724 **8/3/25 – 8/1/26** ***[12.5% reduction effective 8/4/24]*** Occ. Code No.	Classification	Studio Minimum Rates Schedule A[1] Daily Employees 1½ after 8 and/or 40; Minimum Call - 8 hours Regular Basic Hourly Rate Per Hour	Schedule C (Exempt) Weekly "On Call"[2] Per Week
4650	Laborer Foreperson	$42.95[3, 4*]	$2,321.47
4651	Laborer Gang Boss	40.03	
4652	Gardener Gang Boss	43.54	
4653	Laborer[5]	38.20	
4654	Entry Level Employee[6**]	22.92	
4655	Pot Washer (Paint)[7]	39.38	
4656	Concrete Tender	40.70	
4657	Plaster Tender (Hod Carrier)[8]	40.70	
4658	Sand Blaster	39.64	
4659	Roofer	39.64	
4660	Tar Pot Man	39.64	
4661	Pneumatic Tool Operator[9]	40.03	
4662	Horticulturist	41.13	
4663	Gardener	38.92	
4664	Toolroom Keeper	39.38	
4665	"Hyphenate" Driver/Laborer	[10]	

Footnotes applicable to this long-form television minimum wage schedule begin on page 91.

* Footnote 4 on page 91 is modified as follows: The minimum wage rate applicable to the Schedule A Laborer Foreperson who is designated by the Construction Coordinator as the lead Laborer Foreperson on a production shall be $44.22 per hour. Application of this wage rate is limited to one Schedule A Laborer Foreperson on the production.

** Footnote 6 on page 92 is modified to provide that the following wage progression for entry level employees be used in lieu of the rates on page 92:

Length of Experience	**Wage Scale Progression**	**8/3/25 – 8/1/26**
0 to 80 days	60% of the Journeyman level rate	$22.92
81 to 215 days	80% of the Journeyman level rate	30.56
216 to 350 days	90% of the Journeyman level rate	34.38
over 350 days	Journeyman level rate	38.20

The following "Fifteen Percent (15%) Reduction" long-form television minimum wage scale is effective for the period commencing August 3, 2025 to and including August 1, 2026 and applies to: (i) direct-to-video productions; (ii) "low budget" theatrical productions for which the budget does not exceed $8,000,000; (iii) television long-form projects (including movies-of-the-week and mini-series) commencing principal photography prior to August 4, 2024; (iv) pilots made for basic cable commencing principal photography prior to August 4, 2024; and (v) the first season of an episodic series made for basic cable, the first episode of which commences principal photography prior to August 4, 2024.

Studio Utility Employees, Local 724 **8/3/25 – 8/1/26** ***[15% reduction]***		Studio Minimum Rates	
		Schedule A[1] Daily Employees	Schedule C (Exempt)
		1½ after 8 and/or 40; Minimum Call - 8 hours	Weekly "On Call"[2]
		Regular Basic Hourly Rate	
Occ. Code No.	Classification	Per Hour	Per Week
4650	Laborer Foreperson	$41.72[3, 4*]	$2,255.14
4651	Laborer Gang Boss	38.89	
4652	Gardener Gang Boss	42.30	
4653	Laborer[5]	37.11	
4654	Entry Level Employe[6**]	22.27	
4655	Pot Washer (Paint)[7]	38.25	
4656	Concrete Tender	39.53	
4657	Plaster Tender (Hod Carrier)[8]	39.53	
4658	Sand Blaster	38.51	
4659	Roofer	38.51	
4660	Tar Pot Man	38.51	
4661	Pneumatic Tool Operator[9]	38.89	
4662	Horticulturist	39.96	
4663	Gardener	37.81	
4664	Toolroom Keeper	38.25	
4665	"Hyphenate" Driver/Laborer	[10]	

Footnotes applicable to this long-form television minimum wage schedule begin on page 91.

* Footnote 4 on page 91 is modified as follows: The minimum wage rate applicable to the Schedule A Laborer Foreperson who is designated by the Construction Coordinator as the lead Laborer Foreperson on a production shall be $42.96 per hour. Application of this wage rate is limited to one Schedule A Laborer Foreperson on the production.

** Footnote 6 on page 92 is modified to provide that the following wage progression for entry level employees be used in lieu of the rates on page 92:

Length of Experience	**Wage Scale Progression**	**8/3/25 – 8/1/26**
0 to 80 days	60% of the Journeyman level rate	$22.27
81 to 215 days	80% of the Journeyman level rate	29.69
216 to 350 days	90% of the Journeyman level rate	33.40
over 350 days	Journeyman level rate	37.11

The following "Ten Percent (10%) Reduction" long-form television minimum wage scale is effective for the period commencing with August 2, 2026 to and including July 31, 2027 and applies to television long-form projects (including movies-of-the-week) (other than those made for basic cable) commencing principal photography on or after August 4, 2024.

Studio Utility Employees, Local 724 **8/2/26 – 7/31/27** ***[10% reduction effective 8/4/24]***		Studio Minimum Rates	
		Schedule A[1] Daily Employees	Schedule C (Exempt)
		1½ after 8 and/or 40; Minimum Call - 8 hours	Weekly "On Call"[2]
		Regular Basic Hourly Rate	
Occ. Code No.	Classification	Per Hour	Per Week
4650	Laborer Foreperson	$45.72[3, 4*]	$2,471.37
4651	Laborer Gang Boss	42.62	
4652	Gardener Gang Boss	46.35	
4653	Laborer[5]	40.67	
4654	Entry Level Employee[6**]	24.40	
4655	Pot Washer (Paint)[7]	41.92	
4656	Concrete Tender	43.33	
4657	Plaster Tender (Hod Carrier)[8]	43.33	
4658	Sand Blaster	42.20	
4659	Roofer	42.20	
4660	Tar Pot Man	42.20	
4661	Pneumatic Tool Operator[9]	42.62	
4662	Horticulturist	43.79	
4663	Gardener	41.44	
4664	Toolroom Keeper	41.92	
4665	"Hyphenate" Driver/Laborer	[10]	

Footnotes applicable to this long-form television minimum wage schedule begin on page 91.

* Footnote 4 on page 91 is modified as follows: The minimum wage rate applicable to the Schedule A Laborer Foreperson who is designated by the Construction Coordinator as the lead Laborer Foreperson on a production shall be $47.08 per hour. Application of this wage rate is limited to one Schedule A Laborer Foreperson on the production.

** Footnote 6 on page 92 is modified to provide that the following wage progression for entry level employees be used in lieu of the rates on page 92:

Length of Experience	**Wage Scale Progression**	**8/2/26 – 7/31/27**
0 to 80 days	60% of the Journeyman level rate	$24.40
81 to 215 days	80% of the Journeyman level rate	32.54
216 to 350 days	90% of the Journeyman level rate	36.60
over 350 days	Journeyman level rate	40.67

The following "Twelve and One-Half Percent (12.5%) Reduction" long-form television minimum wage scale is effective for the period commencing with August 2, 2026 to and including July 31, 2027 and applies to: (i) television long-form projects (including movies-of-the-week) and pilots made for basic cable commencing principal photography on or after August 4, 2024; and (ii) mini-series and the first season of an episodic series made for basic cable, the first episode or part of which commences principal photography on or after August 4, 2024.

Studio Utility Employees, Local 724 **8/2/26 – 7/31/27** ***[12.5% reduction effective 8/4/24]***		Studio Minimum Rates	
		Schedule A[1] Daily Employees	Schedule C (Exempt)
		1½ after 8 and/or 40; Minimum Call - 8 hours	Weekly "On Call"[2]
		Regular Basic Hourly Rate	
Occ. Code No.	Classification	Per Hour	Per Week
4650	Laborer Foreperson	$44.45[3, 4*]	$2,402.72
4651	Laborer Gang Boss	41.43	
4652	Gardener Gang Boss	45.06	
4653	Laborer[5]	39.54	
4654	Entry Level Employee[6**]	23.72	
4655	Pot Washer (Paint)[7]	40.76	
4656	Concrete Tender	42.12	
4657	Plaster Tender (Hod Carrier)[8]	42.12	
4658	Sand Blaster	41.03	
4659	Roofer	41.03	
4660	Tar Pot Man	41.03	
4661	Pneumatic Tool Operator[9]	41.43	
4662	Horticulturist	42.58	
4663	Gardener	40.29	
4664	Toolroom Keeper	40.76	
4665	"Hyphenate" Driver/Laborer	[10]	

Footnotes applicable to this long-form television minimum wage schedule begin on page 91.

* Footnote 4 on page 91 is modified as follows: The minimum wage rate applicable to the Schedule A Laborer Foreperson who is designated by the Construction Coordinator as the lead Laborer Foreperson on a production shall be $45.77 per hour. Application of this wage rate is limited to one Schedule A Laborer Foreperson on the production

** Footnote 6 on page 92 is modified to provide that the following wage progression for entry level employees be used in lieu of the rates on page 92:

Length of Experience	**Wage Scale Progression**	**8/2/26 – 7/31/27**
0 to 80 days	60% of the Journeyman level rate	$23.72
81 to 215 days	80% of the Journeyman level rate	31.63
216 to 350 days	90% of the Journeyman level rate	35.59
over 350 days	Journeyman level rate	39.54

The following "Fifteen Percent (15%) Reduction" long-form television minimum wage scale is effective for the period commencing August 2, 2026 to and including July 31, 2027 and applies to: (i) direct-to-video productions; (ii) "low budget" theatrical productions for which the budget does not exceed $8,000,000; (iii) television long-form projects (including movies-of-the-week and mini-series) commencing principal photography prior to August 4, 2024; (iv) pilots made for basic cable commencing principal photography prior to August 4, 2024; and (v) the first season of an episodic series made for basic cable, the first episode of which commences principal photography prior to August 4, 2024.

Studio Utility Employees, Local 724 **8/2/26 – 7/31/27** ***[15% reduction]*** Occ. Code No.	Classification	Studio Minimum Rates	
		Schedule A[1] Daily Employees	Schedule C (Exempt)
		1½ after 8 and/or 40; Minimum Call - 8 hours	Weekly "On Call"[2]
		Regular Basic Hourly Rate	
		Per Hour	Per Week
4650	Laborer Foreperson	$43.18[3, 4*]	$2,334.07
4651	Laborer Gang Boss	40.25	
4652	Gardener Gang Boss	43.78	
4653	Laborer[5]	38.41	
4654	Entry Level Employee[6**]	23.05	
4655	Pot Washer (Paint)[7]	39.59	
4656	Concrete Tender	40.92	
4657	Plaster Tender (Hod Carrier)[8]	40.92	
4658	Sand Blaster	39.86	
4659	Roofer	39.86	
4660	Tar Pot Man	39.86	
4661	Pneumatic Tool Operator[9]	40.25	
4662	Horticulturist	41.36	
4663	Gardener	39.13	
4664	Toolroom Keeper	39.59	
4665	"Hyphenate" Driver/Laborer	[10]	

Footnotes applicable to this long-form television minimum wage schedule begin on page 91.
* Footnote 4 on page 91 is modified as follows: The minimum wage rate applicable to the Schedule A Laborer Foreperson who is designated by the Construction Coordinator as the lead Laborer Foreperson on a production shall be $44.46 per hour. Application of this wage rate is limited to one Schedule A Laborer Foreperson on the production.

** Footnote 6 on page 92 is modified to provide that the following wage progression for entry level employees be used in lieu of the rates on page 92:

Length of Experience	**Wage Scale Progression**	**8/2/26 – 7/31/27**
0 to 80 days	60% of the Journeyman level rate	$23.05
81 to 215 days	80% of the Journeyman level rate	30.73
216 to 350 days	90% of the Journeyman level rate	34.57
over 350 days	Journeyman level rate	38.41

WOHLNER KAPLON PHILLIPS YOUNG & CUTLER

March 12, 2001

Via Facsimile and U.S. Mail

J. Nicholas Counter III, President
Alliance of Motion Picture and Television Producers
15503 Ventura Boulevard
Encino, California 91436-3140

Re: Studio Transportation Drivers, Local #399, I.B.T., AFL-CIO; International Brotherhood of Electrical Workers, Local #40; Studio Utility Employees, Local #724, Laborers International, AFL-CIO and the Alliance of Motion Picture and Television Producers – (Letter of Commitment)

Dear Mr. Counter:

Pursuant to the agreement reached on November 29, 2000 regarding the above-captioned unions, the following sets forth the commitments of Teamsters, Local #399, IBEW, Local #40 and Laborers, Local #724 to minimize grievances and increase cooperation by implementing the following understandings in the areas of concern listed below:

1. **Studio Transportation Drivers, Local #399**

   a. **Grouping** – The following procedure shall be applicable to productions produced or financed by the "Studio" members of the AMPTP and shall pertain only to grouping grievances alleging that the Producer failed to give preference to the appropriate seniority group in hiring as provided in Paragraph 62(e)[1] of the Agreement.

      (i) Local #399 will officially notify Labor Relations at those Studios which retain responsibility for employment on a particular production of a violation of Paragraph 62 of the collective bargaining agreement. This notification shall be sent either by mail or facsimile.

[1] This procedure does not apply when the Producer claims to have hired the individual in accordance with Paragraph 62(e)(9).

(ii) If the Studio involved acknowledges a violation of Paragraph 62, the Studio shall have three (3) business days after receipt of the notice from Local #399 to correct the improper hiring under Paragraph 62. If the Studio corrects same within the three (3) business day period, there shall be no penalty. If the Studio does not correct the improper hire within three (3) business days, the Studio shall pay to Local #399, in liquidated damages, double the amount paid to the improperly-hired employee for all hours worked by or guaranteed to the improperly-hired employee from the first day that such employee began work on the production.

(iii) If the parties do not agree that there was a violation of Paragraph 62, Local #399 may proceed through the contractual grievance procedure for a remedy.

2. **IBEW, Local #40**

a. **Operation of Generators** – IBEW, Local #40 will work with the Producers to minimize grievances regarding the staffing of generators.

b. **Seniority** – IBEW, Local #40 will work with the Producers to resolve issues with individual members who occupy positions on the Producers' seniority lists.

c. **Construction Rate** – IBEW, Local #40, upon notice from Labor Relations, shall have a discussion with Labor Relations prior to the performance of any work under the Local #40 Agreement in connection with construction work by an outside Building Trades contractor to determine whether or not the construction rate is applicable. In any event, Local #40 will cooperate with the Studio in determining the appropriate time span for which the construction rate would apply.

d. **Hiring Preference, Foremen and Wind Machines** – IBEW, Local #40 and the AMPTP-represented Producers maintain their respective positions regarding the interpretation of these contractual provisions in the collective bargaining agreement between the parties. IBEW, Local #40 will work with the Producers to increase cooperation and minimize grievances in these areas.

3. **Laborers Local 724**

Gardeners - Laborers Local 724 will work with the Producers to reduce their gardening costs by encouraging the Producers, when work which does not require special skills, is available, to supplement the regular gardening crew ("core employees") with laborers who may be hired at the laborer rate, either journeymen or entry level as applicable.

If any of the above Unions fail to substantially comply with its commitments herein, the AMPTP, on behalf of its member companies, may reopen the Union's contract for the purpose of renegotiating any and all provisions contained therein. If it does so, the Agreement shall expire sixty (60) days after the date of the reopening notice. Following the expiration date, the "no strike - no lockout" provisions of the collective bargaining agreement shall not be applicable.

I trust the above sufficiently sets forth our agreement herein. If so, please affix your signature to the space provided below.

Very truly yours,

WOHLNER KAPLON PHILLIPS
YOUNG & CUTLER

By Joseph J. Kaplon
Joseph J. Kaplon

JJK:sdg
cc: Leo T. Reed, Teamsters Local 399
Rick DesJardins, IBEW Local 40
Earl Brendlinger, Laborers Local 724

ACCEPTED AND AGREED:

J. Nicholas Counter
J. Nicholas Counter, III, President
AMPTP

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
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Gregory J. Hessinger
President

Direct: 818.935.5901

As of August 1, 2007
Revised as of August 1, 2024

Alex Aguilar Jr.
Business Manager/Secretary-Treasurer
Studio Utility Employees, Local #724
6700 Melrose Ave.
Los Angeles, California 90038

Re: Productions Made for Basic Cable

Dear Alex:

The following terms and conditions shall be applied to productions made for basic cable:

1. This Paragraph 1. applies to pilots and one-time programs made for basic cable which commence principal photography prior to August 4, 2024 and to seasons of series made for basic cable, the first episode of which commences principal photography prior to August 4, 2024.

   Employees working on the pilot or first season of any such made-for-basic-cable series, or on any such one-time program made for basic cable, shall be subject to the terms and conditions of the Long-Form Television Sideletter (Sideletter No. 6) to the 2024 Producer-Studio Utility Employees, Local 724 Agreement (hereinafter the "Agreement"), with the applicable wage rates set forth in Paragraph 5(i)(A) of that Sideletter.

   Employees working on the second and third seasons of any such series shall be subject to the terms and conditions of the New One-Hour Series Sideletter (Sideletter No. 5) to the Agreement, with the applicable wage rates set forth in subparagraph a.i. of that Sideletter (except that the reference in subparagraph a. of that Sideletter to "the first two production seasons" shall be changed to "the second and third production seasons" and the references in subparagraphs b. and c. of that Sideletter to "the first year" and "the second year" shall be changed to "the second year" and "the third year," respectively).

   The terms and conditions of the Agreement shall apply to all subsequent seasons of such series.

2. This Paragraph 2. applies to pilots and one-time programs made for basic cable which commence principal photography on or after August 4, 2024 and to seasons of series and mini-series made for basic cable the first episode or part of which commences principal photography on or after August 4, 2024.

Employees working on the pilot or first season of any such made for basic cable series, or on any such mini-series or one-time program made for basic cable, shall be subject to the terms and conditions of the Long-Form Television Sideletter (Sideletter No. 6) to the Agreement, except that wage rates set forth in the Agreement, reduced by twelve and one-half percent (12.5%), shall apply.*

Employees working on the second and third seasons of any such made for basic cable series shall be subject to the terms and conditions of the New One-Hour Series Sideletter (Sideletter No. 5) to the Agreement, with the applicable wage rates set forth in subparagraph a.ii. of that Sideletter, except that the references in subparagraph a.ii. of that Sideletter to "the first two production seasons" shall be changed to "the second and third production seasons." The references in subparagraphs b. and c. of that Sideletter to "the first year" and "the second year" shall not be changed.

The terms and conditions of the Agreement shall apply to all subsequent seasons of such series.

Sincerely,

Gregory J. Hessinger

GJH:cpb

ACCEPTED AND AGREED:

Alex Aguilar Jr.

* For convenience, the wage rates in the Agreement, reduced by twelve and one-half percent (12.5%), appear on pages 231-250.

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
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Carol A. Lombardini
President

Direct: 818.935.5930

As of August 1, 2018

Alex Aguilar Jr.
Business Manager/Secretary-Treasurer
Studio Utility Employees, Local #724
6700 Melrose Ave.
Los Angeles, California 90038

Re: Coverage Under the Agreement

Dear Alex:

During the 2018 negotiations, the parties discussed whether an individual hired under this Agreement by a Producer in Los Angeles County to perform services elsewhere within the United States – for example, in Atlanta – who remains in Atlanta following completion of his/her assignment on that production and then immediately accepts employment with the same or another Producer on a second project in Atlanta will be covered under the Agreement on the second project.

The parties agree that the mere fact that the individual in question was not furnished transportation from Los Angeles to Atlanta by the second production shall not disqualify the individual from coverage under the Agreement, provided that the second production furnishes the individual transportation to Los Angeles at the conclusion of the second production.

SIDELETTER NO. 9

Alex Aguilar Jr.
As of August 1, 2018
Page 2

If the foregoing comports with your understanding of our agreement, please so indicate by executing this sideletter in the space reserved for your signature.

Sincerely,

Carol A. Lombardini

CAL:bel

ACCEPTED AND AGREED:

Alex Aguilar Jr.
Business Manager/Secretary-Treasurer

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Gregory J. Hessinger
President

Direct: 818.935.5901

As of August 1, 2021
Revised as of August 1, 2024

Alex Aguilar Jr.
Business Manager/Secretary-Treasurer
Studio Utility Employees, Local 724
6700 Melrose Avenue
Los Angeles, California 90038

Re: New Media Productions

Dear Alex:

This Sideletter confirms the understanding of Studio Utility Employees, Local 724 of the Laborers' International Union of North America, AFL-CIO (hereinafter "Local 724" or "the Union"), on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Producers it represented in the negotiations for a successor agreement to the 2021 Producer-Studio Utility Employees, Local 724 Agreement (hereinafter the "Agreement"), on the other hand (hereinafter collectively "the parties"), concerning the terms and conditions applicable to certain scripted dramatic motion pictures of the type traditionally covered under the Agreement that are made for a subscription video-on-demand consumer pay new media platform ("SVOD").

1. Coverage. This Sideletter applies only to scripted dramatic programs made for SVOD that are 20 minutes or more in length and meet the budget thresholds set forth in Paragraph 3 of this Sideletter. Except as otherwise provided in this Sideletter, the Agreement does not cover programs made for new media.

2. Effective Date. This Sideletter shall be effective as of August 1, 2024, but will not apply to any SVOD program or series that, as of February 13, 2022, was subject to an existing agreement between the Producer and one or more of the Basic Crafts Unions.[1]

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[1] The Basic Crafts Unions are: Studio Transportation Drivers, Local 399 of the International Brotherhood of Teamsters; Local 40 of the International Brotherhood of Electrical Workers; Local 724 of the Laborers' International Union of North America; Local 755 of the Operative Plasterers and Cement Masons International Association of United States and Canada; and United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 78.

3. Terms and Conditions

a. Pilots. Sideletter No. 4 of the Agreement shall apply to pilots made for SVOD. (This provision shall not apply to the first episode of a series that is produced as a straight-to-series- order. In that instance, the provisions of Paragraph 3.b. of this Sideletter shall apply.)

For clarity, the wage rates set forth in subparagraph a.i. of Sideletter No. 4 shall apply to pilots made for SVOD which commence principal photography prior to August 4, 2024, and the wage rates set forth in subparagraph a.ii. of Sideletter No. 4 shall apply to pilots made for SVOD which commence principal photography on or after August 4, 2024.

b. Episodic Series and Mini-Series.

i. Sideletter No. 5 of the Agreement shall apply to episodic series and mini-series that are:

(1) 20-35 minutes in length and budgeted at $1,500,000 or more but less than $5,000,000 per episode for the first season of the series or per part of the mini-series; or

(2) 36-65 minutes in length and budgeted at $1,500,000 or more but less than $10,000,000 per episode for the first season of the series or per part of the mini-series; or

(3) 66 minutes or more in length and budgeted at $2,000,000 or more but less than $10,000,000 per episode for the first season of the series or per part of the mini-series.

For clarity, the wage rates set forth in subparagraph a.i. of Sideletter No. 5 shall apply to seasons of episodic series and mini-series made for SVOD that meet the budget thresholds described above, the first episode or part of which commences principal photography prior to August 4, 2024, and the wage rates set forth in subparagraph a.ii. of Sideletter No. 5 shall apply to seasons of such series and such mini-series, the first episode or part of which commences principal photography on or after August 4, 2024.

Once Sideletter No. 5 applies to an episodic series, it shall continue to apply for the duration of the series. It is understood that the special conditions set forth in subparagraphs a. ("Wages"),

b. ("Vacation") and c. ("Holidays Not Worked") of Sideletter No. 5 shall not apply after the second season of the series.

ii. A variance in the "program length" category of up to three (3) minutes is permitted without the episode of the series or part of a mini-series becoming subject to the terms and conditions applicable to the next highest program length.

For example, should episodes of a series typically fall within the "program length" category of 20-35 minutes, any episode that is 38 minutes in length will still be subject to the rates and terms and conditions applicable to a program between 20 and 35 minutes in length.

Similarly, should episodes of a series typically fall within the "program length" category of 36-65 minutes, any episode that is 68 minutes in length will still be subject to the rates and terms and conditions applicable to a program between 36 and 65 minutes in length

iii. The standard Agreement terms and conditions (*i.e.*, feature terms and conditions) shall apply to episodic series and mini-series that are 20 minutes or more in length and exceed the budget thresholds set forth in subparagraph i. above for the SVOD programs described.

c. One-Time Programs (Other than Pilots)

i. Sideletter No. 5 of the Agreement shall apply to one-time programs that are:

(1) 20-35 minutes in length and budgeted at $1,500,000 or more but less than $5,000,000;

(2) 36-65 minutes in length and budgeted at $1,500,000 or more but less than $10,000,000; or

(3) 66 minutes or more and budgeted at $3,000,000 or more but less than $10,000,000;

For clarity, the wage rates set forth in subparagraph a.i. of Sideletter No. 5 shall apply to one-time programs made for SVOD that meet the budget thresholds described above which commence principal photography prior to August 4, 2024, and the wage rates set forth in subparagraph a.ii. of Sideletter No. 5 shall apply to such one-time programs which commence principal photography on or after August 4, 2024.

ii. The standard Agreement terms and conditions (*i.e.*, feature terms and conditions) shall apply to one-time programs that are 20 minutes or more in length and exceed the budget thresholds set forth in subparagraph i. above for the SVOD programs described.

d. Budget Information. The budget shall be determined by the production costs, including the "above" and "below the line" costs and "pre-production" and "post-production" costs. Production costs shall not include: (a) the costs of the premium for a completion bond; (b) a contingency fund not to exceed ten percent (10%) of the budget; (c) costs reimbursed by insurance; and (d) overages caused by a *force majeure* event or governmental action.

In the case of an episodic series or mini-series, the budget shall be determined by reference to the pattern budget. If the pattern budget for an episodic series or mini-series is expressed as an aggregate budget for all episodes of the series or for all parts of the mini-series, the budget per episode or per part shall be determined by dividing the aggregate budget by the number of episodes in the season or the number of parts in the mini-series.

A designated representative of the Basic Crafts Unions shall have the right to review the budget of a covered new media production solely for the purpose of determining whether the covered new media production falls within the budget thresholds set forth in Paragraph 3 above. Producer agrees to cooperate and provide requested relevant additional information about the budget that is reasonably available to it. All information received or reviewed shall be kept confidential, and neither the Basic Crafts Unions nor their representatives nor retained professionals shall disclose any such information, except as necessary to enforce their rights under this Sideletter.

The Union will give good faith consideration on a case-by-case basis to a Producer's request to apply Sideletter No. 5 terms and conditions, even if a production exceeds the budget thresholds specified in Paragraph 3 above for coverage under Sideletter No. 5.

4. Low Budget Productions.

a. For productions of the type described in Paragraph 1 which fall below the budget thresholds specified in Paragraph 3, Producer shall notify the Union of its intention to produce such a program at least thirty (30) days prior to commencement of production.

b. Either the Union or Producer may, at any time, notify the other that it wishes to bargain concerning rates and other conditions of employment to be applicable to such programs. The parties agree to commence such negotiations promptly within fifteen (15) days of receipt of such notice for any one-time program ninety (90) minutes or longer or within thirty (30) days of receipt of such notice for all other such programs. In the event the parties reach agreement, days worked on those productions shall be counted toward placement on the Industry Experience Roster or the Studio Seniority Roster, if applicable.

5. Incorporated Gross-Receipts Residuals Obligation to MPIPHP

a. The gross receipts-based residual contributions provided for new media productions under the IATSE's Basic Agreement with the AMPTP apply to productions covered by this Sideletter, except that gross receipts-based residuals for "High Budget SVOD Programs," as defined in Article 35 of this Agreement, are as set forth in Article 35. It is intended by the parties that the Producer shall be responsible for only a single gross receipts-based residual payment to the Motion Picture Industry Pension and/or Health Plans for the reuse of the SVOD programs on behalf of all unions that negotiated or will negotiate such payments, including the IATSE and the Basic Crafts Unions. It is understood that payment of the gross receipts residual obligations required under the 2024 IATSE Basic Agreement or successor agreements to the 2024 IATSE Basic Agreement, under this Sideletter, Article 35 of this Agreement, or a corresponding Sideletter or Article in any of the Basic Crafts Agreements, or under the corresponding provisions in successor agreements thereto, shall satisfy any obligation under this Sideletter to make residual payments for the reuse of SVOD programs covered under this Sideletter and vice versa. For example, at no time shall the Producer be required to pay the Motion Picture Industry Pension and/or Health Plans more than the aggregate amount of five and four-tenths percent (5.4%) of "Producer's gross," as that term is defined in the 2024 IATSE Basic Agreement, when payment of five and four-tenths percent (5.4%) of "Producer's gross" is required under the 2024 IATSE Basic Agreement for an SVOD program covered under this Sideletter.

b. It is also understood that the tests for triggering Post '60s and Supplemental Markets payments set forth in Article 15 and 21 of the Agreement, including the understandings set forth in subparagraph (f) of those Articles, and the proration provisions in those Articles, shall also apply to residual payments due under the terms of this Sideletter.

6. Other Terms. Except as expressly provided above, all terms and conditions of the Agreement, including the roster provisions of Paragraph 68, apply to productions covered by this Sideletter.[2]

If the foregoing comports with your understanding of our agreement, please so indicate by executing this letter in the space below reserved for your signature.

Sincerely,

Gregory J. Hessinger

ACCEPTED AND AGREED:

Alex Aguilar Jr.
Business Manager/Secretary-Treasurer

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[2] Days worked between August 1, 2021 and February 12, 2022 on scripted dramatic programs made for SVOD that are 20 minutes or more in length shall be counted toward placement on the Industry Experience Roster. Individuals who previously made application for placement on the Roster, and who had such days denied, shall reach out to CSATF for reconsideration of the individual's application.

Exhibit to New Media Sideletter
Summary of Budget Thresholds in New Media Sideletter

Applicable Terms and Conditions	Program Type
Sideletter No. 4	Pilots (other than the first episode of a series that is produced as a straight-to-series order)
Sideletter No. 5	*Episodic Series and Mini-Series (including the first episode of a series that is produced as a straight-to-series order)*: • 20-35 minutes, budgeted at \$1.5 million to < \$5 million; • 36-65 minutes, budgeted at \$1.5 million to < \$10 million; and • 66 minutes or more, budgeted at \$2 million to < \$10 million. *One-Time Programs (other than pilots)*: • 20-35 minutes, budgeted at \$1.5 million to < \$5 million; • 36-65 minutes, budgeted at \$1.5 million to < \$10 million; and • 66 minutes or more, budgeted at \$3 million to < \$10 million.
Standard (*i.e.*, full feature rates, terms and conditions)	*Episodic Series and Mini-Series (including the first episode of a series that is produced as a straight-to-series order)*: • 20-35 minutes, budgeted at \$5 million or more • 36-65 minutes, budgeted at \$10 million or more; and • 66 minutes or more, budgeted at \$10 million or more. *One-Time Programs (other than pilots)*: • 20-35 minutes, budgeted at \$5 million or more; • 36-65 minutes, budgeted at \$10 million or more; and • 66 minutes or more, budgeted at \$10 million or more.

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Gregory J. Hessinger
President

Direct: 818.935.5901

As of August 1, 2024

Alex Aguilar Jr.
Business Manager/Secretary-Treasurer
Studio Utility Employees, Local #724
6700 Melrose Ave.
Los Angeles, California 90038

Re: Paragraph 43 (Sixth Day Worked on Distant Location)

Dear Alex:

Reference is made to Paragraph 43 of the 2024 Local 724 Agreement, which provides:

"43. Sixth Day Worked on Distant Location

The sixth day worked in an employee's workweek on distant location is a straight time day."

During the 2024 negotiations, the Union reported that some independent Producers are confused about the application of Paragraph 43 and, specifically, whether to treat the sixth day worked on distant location as a straight time day or a premium day.

The following describes the application of Paragraph 43 to employees employed on an hourly basis. Hours worked on an employee's sixth day of work in a workweek will be paid at time and one-half (1.5x) the employee's Regular Basic Hourly Rate so long as the employee has already worked at least forty (40) hours in the workweek. Hours worked in excess of fourteen (14) consecutive hours on the sixth day of work are paid at two and one-half times (2.5x) the employee's Regular Basic Hourly Rate. Additionally, hours worked in excess of sixteen (16) consecutive hours on the sixth day of work (or in excess of fifteen (15) consecutive hours on the sixth day of work on motion pictures, new mini-series and seasons of series commencing principal photography on or after August 4, 2024) are paid at three times (3x) the employee's Regular Basic Hourly Rate. These concepts are illustrated in the following example:

An employee on distant location who works twelve (12) hours per day Monday through Friday and then works on Saturday will be paid time and one-half (1.5x) the scheduled Regular Basic Hourly Rate for all hours worked after forty (40) hours in the week, including for the first fourteen (14) consecutive hours on Saturday (*i.e.*, the sixth day worked). After fourteen (14) consecutive hours on Saturday, the employee will be paid two and one-half times (2.5x) the scheduled Regular Basic Hourly Rate until the sixteenth consecutive hour (or until the fifteenth consecutive hour, as applicable). After sixteen (16) consecutive hours on Saturday (or after fifteen (15) consecutive hours on Saturday, as applicable), the employee will be paid three times (3x) the scheduled Regular Basic Hourly Rate for the remainder of the day.

Sincerely,

Gregory J. Hessinger

ACCEPTED AND AGREED:

Alex Aguilar Jr.
Business Manager/Secretary-Treasurer