

February 21, 2025

MEMORANDUM OF AGREEMENT
between
**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES AND CANADA,
AFL-CIO, CLC and
THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

This Agreement is entered into by and between the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO, CLC (the "IATSE"), on the one hand, and the Alliance of Motion Picture and Television Producers (the "AMPTP") on behalf of those Producers which have effectively consented to be part of the single multi-employer bargaining unit as listed on Exhibit "A" attached to the General Memorandum of Agreement of August 1, 2024 for the Area Standards Agreement between the AMPTP and the IATSE, on the other hand (with the IATSE and the AMPTP collectively referred to as the "Parties").

During their 2025 negotiations, Theatrical Wardrobe Union, Local 764, IATSE (hereinafter, "Local 764") and the AMPTP agreed, subject to agreement by the IATSE, effective *[insert date that is March 2, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*, that in lieu of making pension and annuity contributions to the IATSE National Pension Plan and to the IATSE Annuity Fund on behalf of employees who: (a) previously performed covered work under the Feature and Television Production Agreement or the Supplemental Digital Production Agreement between Local 764 and the AMPTP, (b) heretofore had pension and annuity benefit contributions paid into the IATSE Local 764 Pension Fund and the IATSE Local 764 Annuity Fund and (c) were engaged under the Area Standards Agreement between the IATSE and the AMPTP, the same contribution amounts, in the aggregate, shall be paid to the Local 764 Pension Fund and the Local 764 Annuity Fund as provided herein. However, such amount shall be allocated between the Local 764 Pension Fund and the Local 764 Annuity Fund in accordance with the agreement of Local 764 and the AMPTP.

During their 2025 negotiations, Local 764 and the AMPTP agreed to the following allocation of contributions:

Effective March 2, 2025, the allocations shall be as provided in the attached chart.

Local 764 and the AMPTP shall determine by mutual agreement on or before March 30, 2025 to the allocation as between the Local 764 Pension Fund and the Local 764 Annuity Fund effective August 3, 2025. Thereafter, Local 764 and the AMPTP shall attempt to agree upon an allocation for each of the periods beginning August 2, 2026 and August 1, 2027 not less than six months in advance of each of those effective dates. Should the parties fail to reach agreement on an allocation, any increase in the contribution rate shall be added to the contribution rate for the Local 764 Pension Plan.

The Parties hereby agree to use and execute the template Memorandum of Agreement between the Production Company and the IATSE attached hereto to effectuate the transfer of contributions in the circumstances described herein.

ACCEPTED AND AGREED.

**FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON
BEHALF OF THE COMPANIES LISTED ON EXHIBIT "A" TO GENERAL
MEMORANDUM OF AGREEMENT OF AUGUST 1, 2024 FOR THE AREA
STANDARDS AGREEMENT**

 _____ Date: 7/7/25
Greg Hessinger, President

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

 _____ Date: 6/30/25
Matthew D. Loeb, International President

TEMPLATE
MEMORANDUM OF AGREEMENT
between

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES AND CANADA,
AFL-CIO, CLC and**

Signatory Employer
for the production entitled _____

This Agreement is entered into by and between the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO, CLC (“IATSE”) and Signatory Employer (“Production Company”) with respect to pension and annuity benefit contributions payable on behalf of [*insert name of Employee*] (xxx-xx-0000) employed by the Production Company on the production [*insert name of Production*] (the “Production”) who has previously performed covered work under the Feature and Television Production Contract between Theatrical Wardrobe Union, Local 764 and Major Motion Picture Producers and has heretofore had pension and annuity benefit contributions paid into the **IATSE Local 764 Pension Fund** and the **IATSE Local 764 Annuity Fund**.

In lieu of making pension and annuity contributions to the IATSE National Pension Plan and to the IATSE Annuity Fund, the Production Company agrees to make pension and annuity benefit contributions to the **IATSE Local 764 Pension Fund** and to the **IATSE Local 764 Annuity Fund** instead. The contribution amount to be paid to the Local 764 Pension Fund and the Local 764 Annuity Fund shall be, in the aggregate, the same as the amounts that would otherwise have been payable to the IATSE National Pension Plan and the IATSE Annuity Fund. However, such amount shall be allocated between the Local 764 Pension Fund and the Local 764 Annuity Fund in accordance with the agreement of Local 764 and the AMPTP.

During their 2025 negotiations, Local 764 and the AMPTP shall agree upon an allocation as between the Local 764 Pension Fund and the Local 764 Annuity Fund effective March 2, 2025 and an allocation effective August 3, 2025. Thereafter, Local 764 and the AMPTP shall attempt to agree upon an allocation for each of the periods beginning August 2, 2026 and August 1, 2027 not less than six months in advance of each of those effective dates. Should the parties fail to reach agreement on an allocation, any increase in the contribution rate shall be added to the contribution rate for the local 764 Pension Plan.

The parties agree to execute any Trust Acceptance(s) or other additional documents that may be required by the IATSE National Benefit Funds, the IATSE Local 764 Pension Fund and the IATSE Local 764 Annuity Fund in order to effectuate the foregoing agreement.

ACCEPTED AND AGREED:

Production Company

	Signature
By:	
	Print Name
Title:	
Dated:	
Phone:	
E-Mail:	

I.A.T.S.E. INTERNATIONAL

	Signature
By:	
	Print Name
Title:	
Dated:	
Phone:	
E-Mail:	

EMPLOYEE:

	Signature
Dated:	
Address:	
Phone:	
E-Mail:	

AREA STANDARDS AGREEMENT BREAKDOWN FOR IA NBF 08/04/24
(All rates daily unless otherwise specified)

LOCAL(S)/AREA	AGGREGATE	IA NBF ALLOCATIONS			OTHER FUND	NOTES (Work locations unless otherwise specified)
		HEALTH	PENSION	ANNUITY		
MULTIPLE LOCATIONS (Areas formerly denoted as Maryland, Non-Maryland, etc.)	\$175	\$136	\$19 \$27	\$20 \$12		AL, AK, AZ, AR, CA (outside SD, SF & LA), CO, DC, FL, GA, ID, IN, IA, KS, KY ¹ , LA, MA ² , MD, ME ² , MI ³ , MN, MS, MO, MT, NE, NH ² , NV (outside Las Vegas), NM, NC, ND, OH ¹ , OK, OR, Pittsburgh, PR, RI ² , SC, TN, TX, U.S. Virgin Islands, UT, VA, VT ² , WA, WV, WI, WY (See Footnotes)
Ohio/Kentucky (209 hires)	\$175	\$136	\$27	\$20 \$12	\$19/day to the Local 27 Pension Plan	If hired in the geographical jurisdiction of Local 209
San Diego	\$175	\$136	\$27	\$39 \$12	\$136/day to San Diego Theatrical H&W Trust	
Southeastern Michigan	\$175	\$136	\$27	\$12	\$39/day to the Local 38/812 Pension Plan	Counties of Lapeer, Lenawee, Livingston, Macomb, Monroe, Oakland, Sanilac, St. Clair, Washtenaw and Wayne.
Las Vegas	---	\$136	\$27	\$12	8% + \$7.32/day to the NRA-Local 720 Joint Trust Fund	
Hawaii	---	\$136	\$19 \$27	---	\$2.10/hour + \$112/day to Local 665 H&W Trust Fund \$2.10/hour to Local 665 Annuity Trust Fund	
New England (481 hires)	\$175	\$135	\$19 \$28	\$20 \$12	\$1/day to the Local 481 H&W Fund	If hired and working in the geographical jurisdiction of Local 481
Local USA 829 (all locations)	\$175	\$102	---	\$18 NA	\$55/day to USA Local 829 Pension Fund	Per revised Side Letter #9
Local 798	\$175	\$136	NA	\$20 NA	\$19/day to the Local 798 Pension Fund	Per Side Letter #13

FOOTNOTES ON MULTIPLE LOCATIONS RATE:

- (1) Ohio and Kentucky – ONLY if Local 161 or hired outside of Local 209's geographical jurisdiction
- (2) Maine, Massachusetts, New Hampshire, Rhode Island and Vermont – ONLY if hired outside of Local 481's jurisdiction
- (3) Michigan – ONLY if Local 161 or if work location is outside of the counties listed for Southeastern Michigan above.