

May 12, 2022

**MEMORANDUM OF AGREEMENT
FOR FEATURE AND TELEVISION PRODUCTION CONTRACT
WITH MOTION PICTURE STUDIO MECHANICS, LOCAL #52, IATSE**

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

This Memorandum of Agreement modifies the provisions of the 2018 Feature and Television Production Contract with Major Producers (hereinafter referred to as "the 2018 Local #52 Majors Agreement"). All of the provisions of the 2018 Local #52 Majors Agreement shall remain the same, except as changed herein.

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

This Memorandum is subject to ratification by the membership of Local #52. Provided that the AMPTP receives notice of ratification on or before June 10, 2022 and provided no work stoppage by the members of Local #52 takes place between May 15, 2021 and the date of ratification of this Memorandum, the provisions herein shall be effective as of the first Sunday following the date that the AMPTP receives notice of ratification, unless a contrary date is specified, in which case such provision shall be effective as of the date so specified.

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

1. **Term**

The term of the 2021 Local #52 Majors Agreement shall commence on May 16, 2021 and continue through September 30, 2024.

2. **Wages**

Minimum wage rates in the 2018 Local #52 Majors Agreement shall be increased as follows:

- (a) by three percent (3%) retroactive to May 16, 2021;

- (b) by an additional three percent (3%) effective May 15, 2022; and
- (c) by an additional four percent (4%) effective May 14, 2023.

These increases shall be compounded. All retroactive payments shall be made as soon as practicable. (Retroactive payments include increases to the payment of the meal period penalty at the prevailing rate as provided in Section 22(f) of the 2021 Local #52 Majors Agreement.)

3. **Pension and Health**

- a. *Combine subparagraphs (a) and (b) of Section 12 of the Local #52 Majors Agreement into a new subparagraph to be placed between the current subparagraphs (c) and (d) and modified as follows:*

“(b) No Impact on Post '60s and Supplemental Markets Payments

“Effective January 1, 2004, the The Pension Fund of Local #52, I.A.T.S.E., the Welfare Fund of Local #52, I.A.T.S.E. and the Local #52 Reserve (Annuity) Trust Fund merged with the Motion Picture Industry Pension, Health and Individual Account Plans effective January 1, 2004. The parties agreed that the merger of the Local #52 Funds and the Industry Plans shall have no impact on the calculation of or amount payable under the Post '60s and Supplemental Markets provisions of the Producer – I.A.T.S.E. Basic Agreement, the Producer – I.A.T.S.E. Videotape Electronics Supplemental Basic Agreement or the Producer – I.A.T.S.E. Supplemental Digital Production Agreement.

“Further, In in consideration of the merger agreement, and the Employers' agreement with the pension and health contribution provisions set forth above below, Local #52 and the IATSE separately agree that the IATSE will execute a separate letter of agreement affirming that, prior to the expiration date of this Agreement, it will not propose any change in the payment due under the Post '60s or Supplemental Markets provisions of the IATSE Basic Agreement which takes into account, is tied to, or is by reason of the fact that individuals have been employed on the motion picture under the Local #52 Agreement, the number of individuals employed under the Local #52 Agreement or the salaries paid to individuals employed under the Local # 52 Agreement.”

Make conforming changes, including by relettering current subparagraph (c) to subparagraph (a) and current subparagraphs (d) through (e) to subparagraphs (c) and (d).

b. The parties agree on the following improvements to the benefit package for the 2021 Local #52 Majors Agreement:

- i. Part A, Section 12
 - (1) Increase the "Basic Rate" for Motion Picture Industry Health Plan contributions in current Section 12(c)(1)(ii)(A)4 for any Employer which qualifies as a "\$15 Million Contributor" by forty cents (\$0.40) per hour (to \$4.913 per hour) for each hour worked by or guaranteed an employee retroactive to August 1, 2021; by an additional forty cents (\$0.40) per hour (to \$5.313 per hour) for each hour worked by or guaranteed an employee effective July 31, 2022; and by an additional forty cents (\$0.40) per hour (to \$5.713 per hour) for each hour worked by or guaranteed an employee effective July 30, 2023.
 - (2) Any Employer that does not qualify as a "\$15 Million Contributor" shall make contributions to the Motion Picture Industry Pension and Health Plans at the actual cost per participant per hour rate ("Actual Cost Rate"), as calculated by the Industry Plans.
 - (3) The bargaining parties agree to recommend to the Directors of the Motion Picture Industry Pension Plan that the pension improvements negotiated for the bargaining unit under the 2021 Producer-IATSE Basic Agreement shall likewise apply to the Local #52 bargaining unit. (Note that as the Pension Plan actuaries have determined that the Pension Plan satisfied the applicable criteria for 2021, the Pension Plan shall issue the thirteenth and fourteenth checks for 2021 as soon as practicable following the AMPTP's receipt of notice of ratification of this Agreement.)
 - (4) Modify current Section 12(c)(1)(iii) to provide that contributions to the Retired Employees Fund of the Health Plan shall continue to be paid at the same rate set forth in the 2018 Local #52 Majors Agreement during the term of the 2021 Local #52 Majors Agreement.
- ii. Part B, Section 31

Increase the aggregate daily contribution rates to the IATSE National Benefit Funds in current Section 31(b) by \$6.00 per day retroactive to August 1, 2021 (for a total daily contribution rate of \$137.00 under current Section 31(b)(1) and \$145.00 under current Section 31(b)(2)). This

increase shall be allocated to the IATSE National Health and Welfare Fund.

Increase the aggregate daily contribution rates to the IATSE National Benefit Funds in current Section 31(b) by an additional \$6.00 per day effective July 31, 2022 (for a total daily contribution rate of \$143.00 under current Section 31(b)(1) and \$151.00 under current Section 31(b)(2)) and by an additional \$7.00 per day effective July 30, 2023 (for a total daily contribution rate of \$150.00 under current Section 31(b)(1) and \$158.00 under current Section 31(b)(2)). The allocation of these increases shall be the same as the allocation for “non-Maryland” rates under the 2021 Area Standards Agreement.

- c. Delete current Section 31(a) (“Plan Merger”).

Make conforming changes, including by re-lettering current subparagraph (b) to subparagraph (a) and current subparagraph (c) to subparagraph (b).

4. **Sick Leave**

Modify Article 17 of the Local #52 Majors Agreement as follows:

“ARTICLE 17. ~~WAIVER OF NEW YORK CITY EARNED SAFE AND SICK TIME ACT AND SIMILAR LAWS~~ SICK LEAVE

“(a) Paid Sick Leave in the State of New York: The following is applicable only to employees working under this Agreement in the State of New York:

“(1) Commencing June 1, 2022, employees shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Employer, up to a maximum of fifty-six (56) hours per calendar year. In lieu of the foregoing hourly accrual of paid sick leave, an Employer may elect to provide its employees with a bank of fifty-six (56) hours of sick leave at the beginning of each calendar year (or upon the employee’s commencement of employment with the Employer, in the middle of the calendar year). The Employer may not reduce or revoke the employee’s sick leave based on the number of hours actually worked by an employee during the calendar year if it elects to provide a bank of sick leave. For purposes of this Article 17(a), a calendar year shall be measured, as designated by the Employer, as either a calendar year running from January 1st to December 31st or as a regular and consecutive twelve-month period.

“(2) Sick leave may be used in minimum increments of four (4) hours upon the oral or written request of an employee, for the following purposes:¹

“(i) For a mental or physical illness, injury, or health condition of the employee or the employee's family member, regardless of whether the illness, injury, or health condition has been diagnosed or requires medical care at the time that the employee requests leave;

“(ii) For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition of, or need for medical diagnosis of, or preventive care for, the employee or the employee's family member; or

“(iii) For an absence from work due to any of the following reasons when the employee or employee's family member has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking:

“(A) to obtain services from a domestic violence shelter, rape crisis center, or other services program;

“(B) to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;

“(C) to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in, any criminal or civil proceeding;

“(D) to file a complaint or domestic incident report with law enforcement;

“(E) to meet with a district attorney's office;

“(F) to enroll children in a new school; or

¹ “Family member” shall mean an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, and the child or parent of an employee's spouse or domestic partner. “Parent” shall mean a biological, foster, step- or adoptive parent, or a legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child. “Child” shall mean a biological, adopted or foster child, a legal ward, or a child of an employee standing in loco parentis.

“(G) to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

“The reasons outlined above in subparagraphs (A) through (G) must be related to the domestic violence, family offense, sexual offense, stalking, or human trafficking. Provided further, that a person who has committed the domestic violence, family offense, sexual offense, stalking, or human trafficking shall not be eligible for leave under this Article for situations in which the person committed the offense and was not a victim, notwithstanding any family relationship.

“(3) Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. An Employer may request documentation from an employee confirming the employee's eligibility to take sick leave when the employee uses leave for three or more consecutive and previously scheduled workdays. An Employer cannot require an employee or the person providing documentation, including medical professionals, to disclose the reason for leave, except as required by law. Requests for documentation shall be limited to the following:

“(i) An attestation from a licensed medical provider supporting the existence of a need for sick leave, the amount of leave needed, and a date that the employee may return to work, or

“(ii) An attestation from an employee of the employee's eligibility for leave.

“An Employer may not require the disclosure of confidential information relating to a mental or physical illness, injury, or health condition of the employee or the employee's family member, or information relating to absence from work due to domestic violence, a sexual offense, stalking, or human trafficking, as a condition of providing sick leave.

“(4) Eight (8) hours 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. Replacements for weekly employees may be hired either on a daily basis or on a pro rata basis of the weekly rate regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising the employee's right to paid sick leave.

“(5) An employee's unused sick leave shall be carried over to the following calendar year; provided, however, that an Employer may limit the use of sick

leave to fifty-six (56) hours per calendar year. Nothing in this Article 17(a) shall be construed to require an employer to pay an employee for unused sick leave upon the employee's termination, resignation, retirement, or other separation from employment. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that has not been waived in this Agreement, any sick leave paid pursuant to the law shall count towards satisfying the Employer's obligations to provide paid sick leave under this Article 17(a).

"(6) No Employer shall discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee because the employee has exercised his or her rights under this Article, including, but not limited to, requesting sick leave and using sick leave.

"(7) Upon return to work following any sick leave taken pursuant to this Article 17(a), an employee shall be restored by the Employer to the position of employment held by the employee prior to any sick leave taken pursuant to this section with the same pay and other terms and conditions of employment, provided that the position continues to exist.

"(8) Employer shall advise the employee of the designated Employer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 17(a). Upon the oral or written request of an employee to the designated Employer representative or department, the Employer shall provide a summary of the amounts of sick leave accrued and used by the employee in the current calendar year and/or any previous calendar year. The Employer shall provide the information to the employee within three (3) business days of the request.

"(9) Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided in Article 11 hereof.

"(b) Paid Sick Leave Outside of the State of New York: The following is applicable to employees working under this Agreement outside the State of New York:

"(1) Accrual. Commencing June 1, 2022, eligible employees covered by this Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Employer, up to a maximum of forty-eight (48) hours or six (6) days. (In lieu of the foregoing hourly accrual of paid sick leave, and provided that advance notice is given to the employee, an Employer may elect to provide employees, upon their eligibility to use sick leave as provided below (i.e., upon working thirty (30) days for the Employer and after their ninetieth (90th) day of employment with the Employer (based on days worked or guaranteed)), with a bank of twenty-four (24) hours or three (3) days of sick

leave per year, such year to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Under this elected option, such banked sick leave days may not be carried over to the following year.)

“(2) To be eligible to accrue paid sick leave, the employee must have worked for the Employer for at least thirty (30) days within a one (1) year period, such year to be measured, as designated by the Employer, 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 Employer for ninety (90) days (based on days worked or guaranteed), such period to be measured, as designated by the Employer, 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 Employer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days during each year of employment as defined by the Employer in advance. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that has not been waived in this Agreement, any sick leave paid pursuant to the law shall count towards satisfying the Employer's obligations to provide paid sick leave under this Article 17(b).

“(3) Eight (8) hours 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. Replacements for weekly employees may be hired on a *pro rata* basis of the weekly rate regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising the employee's right to paid sick leave.

“(4) 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.'² Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

²"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.

“(5) Accrued, unused sick leave is not paid out on termination, resignation or other separation of employment. If the employee is rehired by the Employer within one (1) year of the employee’s separation from employment, the employee’s accrued and unused sick leave is 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.

“(6) Employer shall advise the employee of the designated Employer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 17(b). The Employer will also indicate which period (i.e., calendar year or the employee’s anniversary date) the Employer selected to measure the thirty (30) day and ninety (90) day eligibility periods and the cap on accrual set forth in subparagraph (2) above or which period (i.e., calendar year or the employee’s anniversary date) the Employer selected to apply the bank of three (3) sick days as provided in subparagraph (1) above. Employer also shall notify Local #52 of the name and contact information of the designated Employer representative or department.

“(7) Any Employer that, as of June 1, 2022, had a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time, may continue such policy in lieu of the foregoing. Nothing shall prevent an Employer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any employee for exercising his or her right to use paid sick leave.

“(8) Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided in Article 11 hereof.

“(c) 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 State Paid Sick Leave Law of 2020 (New York Labor Law Section 196-b); the New York City Earned Safe and Sick Time Act (N.Y.C. Admin. Code, Section 20-911 et seq.); the Westchester County Earned Sick Leave Law (Section 700.36 et seq. of the Laws of Westchester County); the New Jersey Paid Sick Leave Act (C.34:11-56a et seq.); Chapter 160 of the Ordinances of the Township of Bloomfield, New Jersey (enacted by Ordinance No. 15-10); the Paid Sick Time for Private Employees Ordinance of East Orange, New Jersey (Ordinance No. 21- 2014; East Orange Code Chapter 140, Section 1 et seq.); the Paid Sick Time Law of Jersey City, New Jersey (Chapter 4 of the Jersey City Municipal Code); Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey; Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New

Jersey; the Sick Leave for Private Employees Ordinances of Elizabeth, New Jersey (Ordinance No. 4617); Irvington, New Jersey (Ordinance No. MC-3513); Montclair, New Jersey; Morristown, New Jersey (Ordinance No. O-35-2016); Newark, New Jersey (City Ordinance 13-2010); Passaic, New Jersey (Ordinance No. 1998-14); Paterson, New Jersey (Paterson Code Chapter 412); and Trenton, New Jersey; and any other ordinance, statute or law requiring paid sick leave that is hereinafter enacted. It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.”

5. **Working Conditions**

a. **Rest Periods**

i. *Modify Section 4 of Part A of the Local #52 Majors Agreement (and make conforming changes, including renumbering Section 4) as follows:*

SECTION 4. REST PERIOD

“[Section 4(a)(1) and (b) below apply to employees employed on a motion picture, program, part of a mini-series or episode of a series which commences principal photography on or after [insert the date that is the first Sunday after 90 days following the AMPTP’s receipt of notice of ratification]. Otherwise, Section 4(a)(1) of the 2018 Agreement shall apply in lieu thereof.]

“(a) **Daily Rest Period**

“(1) There shall be at least a ten (10) ~~nine (9)~~ hour daily rest period between the termination of work on one work call and the commencement of the next work call. This shall be an invadable nine (9) hour turnaround period, measured as provided in subparagraph (d) below; except that when an employee is required by the Employer to remain away from home overnight on distant location, the daily rest period shall be nine (9) hours, measured ‘portal-to-portal.’

[Note that the following two subparagraphs, 4(a)(2)(i) and (ii), are unchanged from the current Section 4(b):]

“(2) (i) The following shall apply to employees working on theatrical motion pictures shooting within a fifty (50) mile radius of Columbus Circle: Any employee who is required to work more than fourteen (14) consecutive hours, including meal periods (i.e., fourteen (14) elapsed hours) from the time of reporting and who does not receive a

ten (10) hour rest period thereafter shall be paid, when he resumes work, two and one-half times (2½) the employee's regular basic hourly rate for all such hours worked in excess of fourteen (14) until the employee receives a ten (10) hour rest period.

"(ii) The following shall apply to employees working on theatrical motion pictures shooting outside a fifty (50) mile radius from Columbus Circle or on any television motion picture: Any employee who is required to work more than fourteen (14) consecutive hours, including meal periods (*i.e.*, fourteen (14) elapsed hours) from the time of reporting and who does not receive a ten (10) hour rest period thereafter shall continue to be paid, when he resumes work, at the rate in effect for such employee at the end of the first call for all such hours worked in excess of fourteen (14) until the employee receives a ten (10) hour rest period.

“(b) Weekend Rest Period¹

“(1) 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:

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

“(ii) (A) exterior night shooting, as called for in the script, is scheduled for the fifth day of the workweek;

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

¹ If the production's first workweek is a partial workweek, the weekend rest period shall apply as if it were a full workweek.

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

“(iii) Employer may utilize the foregoing exceptions:

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

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

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

“(2) 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.

“(3) 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, inclusive of the daily rest period. The rest period shall be measured from dismissal on the employee’s fifth consecutive day of work to the start of the employee’s work day on the seventh day of the workweek.

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

“(5) Measurement of the weekend rest period shall be the same as applies to the daily rest period in this Section 12, except that the measurement of the weekend rest period for an employee who is required by the Employer to remain away from home overnight on distant location shall be ‘set-to-set’ or, if the employee is not employed on a set, ‘worksites-to-worksites,’ 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).

“(c) The penalty for invasion of the rest period as provided herein (i.e., for allowing less than the nine (9) hour rest period between the termination of one call and the commencement of work on the next call) shall be a payment for invaded hours only at an additional straight time, except as otherwise provided in subparagraph (a)(2) above.

[Note that the following subparagraph (d) tracks the current Section 4(a)(2) except for the changes marked below:]

“(d) When the Daily Rest Period Starts and Ends

“(1) For Employees Reporting to a Location in the Thirty (30) Mile Columbus Circle Zone, Within the Area Bounded by 125th Street and the Battery

“In the New York metropolitan area, when an employee is required to report to a location within the 30-mile Columbus Circle Zone (as defined in Section 5(a)), and within the area bounded by 125th Street and the Battery, the daily rest period shall commence at the time of dismissal at the location and, if called to work by the same Employer at a similar zone location the following day, end at the call time for the next day.

“(2) For Employees Reporting to a Location Within the Thirty (30) Mile Columbus Circle Zone, But Outside the Area Bounded by 125th Street and the Battery

“In the New York metropolitan area, if an employee is required to report to a location within the 30-mile Columbus Circle Zone (as defined in Section 5(a)), but outside the area between 125th Street and the Battery, the daily rest period shall be deemed to commence at the time that results when the amount of time required for the employee to travel from such location back to either a mutually-agreed upon point in the area bounded by 125th Street and the Battery or to the perimeter of the area bounded by 125th Street and the Battery is added to the employee’s dismissal time.

“If the employee reports to a location within the 30-mile Columbus Circle Zone (as defined in Section 5(a)), but outside the area between 125th Street and the Battery for the same Employer on the

following day, then the daily rest period ends when the amount of time required for the employee to travel from either a mutually-agreed upon point in the area bounded by 125th and the Battery or from the area bounded by 125th Street and the Battery to the location is subtracted from the employee's call time.

“For example, suppose an employee is required to report to Newark for work on a pilot which commences principal photography on September 1, 2022. The employee is dismissed from work at 9:00 p.m. Suppose the agreed-upon travel time from Newark to reach the perimeter of the area between 125th Street and the Battery is one-half hour. The employee’s daily rest period begins at 9:30 p.m. When the employee is required to report to Newark to work for the same Employer the following day, the employee’s call time may not be earlier than 8:00 a.m. to avoid an invasion of the ten (10) hour daily rest period. Suppose the employee is required to report to Newark for the same Employer the following day at 7:00 a.m. The employee’s rest period ends at 6:30 a.m.

“(3) For Employees Reporting to a Studio

“In the New York metropolitan area, when an employee is required to report to a studio located within the 30-mile Columbus Circle Zone (as defined in Section 5(a)), the daily rest period shall commence at the time of dismissal at the studio and, if called to work at the studio by the same Employer the following day, end at the call time for the next day.

“(4) For Employees Reporting to Work on Nearby Locations

“In the New York metropolitan area, if an employee is required to report to a nearby location outside the 30-mile Columbus Circle Zone (as defined in Section 5(a)), then the daily rest period shall be deemed to commence at the time that results when the amount of time required for the employee to travel from the location to either a mutually-agreed upon point in the area bounded by 125th Street and the Battery or to the perimeter of the area bounded by 125th Street and the Battery is added to the employee’s dismissal time and ends when the amount of time required for the employee to travel from a mutually-agreed upon point in the area bounded by 125th Street and the Battery or from the perimeter of the area bounded by 125th Street and the Battery to the location is

subtracted from the employee's call time, if called to work by the same Employer at a nearby location on the following day.

“For example, an employee is required to report to Princeton, N.J. for work on a pilot that commences principal photography on September 1, 2022. The employee is dismissed from work at 8:00 p.m. Suppose the agreed-upon travel time from Princeton to the perimeter of the area bounded by 125th Street and the Battery is one and one-half (1½) hours. The employee's daily rest period begins at 9:30 p.m. When the employee is required to report to Princeton to work for the same Employer the following day, the employee's call time may not be earlier than 9:00 a.m. to avoid an invasion of the ten (10) hour daily rest period. Suppose the employee is required to report to Princeton the following day at 8:00 a.m. The employee's rest period ends at 6:30 a.m.

“(5) A designated representative of the Employer and a designated representative of the Union shall determine the amount of time needed to travel between the location and either the mutually-agreed upon point within the area bounded by 125th Street and the Battery or the perimeter of the area bounded by 125th Street and the Battery. In the event of a dispute, the matter shall be referred to the employees' bargaining representative and to the Labor Relations representative of the Employer for resolution.

“(6) For Employees Reporting to Work Within the 30-Mile Buffalo Production Zone as Defined in Section 5(b)

“Effective [insert date that is the first Sunday following the AMPTP's receipt of notice of ratification], when an employee reports to work within a thirty (30) mile radius of City Hall in Buffalo, New York as provided Section 5(b) [see Item 6.d. at page 23 of this Memorandum], the daily rest period shall be measured from the time of dismissal at the studio or location and ends at the call time at the studio or location.”

Make conforming changes, including by renaming the “30-mile zone (as defined in Section 5(a))” to the “30-mile Columbus Circle zone (as defined in Section 5(a)).”

- ii. *Modify Section 32 of Part B of the Local #52 Majors Agreement to provide:*

“SECTION 32. REST PERIOD

“The following provisions apply to employees employed on a motion picture, program, part of a mini-series or episode of a series which commences principal photography on or after [insert the date that is the first Sunday after 90 days following the AMPTP’s receipt of notice of ratification]. Otherwise, Section 32 of the 2018 Agreement shall apply.

“(a) Daily Rest Period

“There will be a nine (9) ten (10) hour daily rest period after dismissal, except that the daily rest period shall be nine (9) hours when an employee is required by the Employer to remain away from home overnight on distant location (‘Distant Hire’). Employees who do not receive a full rest period shall receive additional straight time for all invaded hours.

“(b) Weekend Rest Period¹

“(1) 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:

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

“(ii) (A) exterior night shooting, as called for in the script, is scheduled for the fifth day of the workweek;

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

¹ If the production’s first workweek is a partial workweek, the weekend rest period shall apply as if it were a full workweek.

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

“(iii) Employer may utilize the foregoing exceptions:

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

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

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

“(2) 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.

“(3) 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, inclusive of the daily rest period. The rest period shall be measured from dismissal on the employee’s fifth consecutive day of work to the start of the employee’s work day on the seventh day of the workweek.

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

“(5) Measurement of the weekend rest period shall be the same as applies to the daily rest period under Section 32(a) above, except that the measurement of the weekend rest period for Distant Hires shall be ‘set-to-set’ or, if the employee is not employed on a set, ‘worksites-to-worksites,’ 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).

“(c) Employees who do not receive a full rest period shall receive additional straight time for all invaded hours.”

b. **Use of Personal Vehicles/Mileage**

i. *Add a new Section 5.1 to Part A of the Local #52 Majors Agreement as follows:*

“SECTION 5.1 USE OF PERSONAL VEHICLE

“Effective [insert date that is the first Sunday after 30 days following AMPTP’s receipt of notice of ratification], when an employee uses his or her personal vehicle at the Employer’s request to conduct business for the Employer during the workday within a radius of thirty (30) miles of Columbus Circle or within a radius of thirty (30) miles of City Hall in Buffalo, New York as provided in Section 5(b) (and not for commuting purposes), the Employer shall reimburse the employee for parking and toll road fees that are necessarily incurred and pre-approved by the Employer and for mileage at the then-current IRS rate or shall make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance). It is understood that if transportation is offered by the Employer, no reimbursement of any kind is required for the employee’s use of his or her personal vehicle.”

ii. *Modify Section 38(c) of the Local #52 Majors Agreement as follows.*

“(c) Mileage Allowance: Unless transported offered transportation by the Employer, employees traveling to any production location outside the “production zone” shall be paid a mileage allowance calculated at thirty cents (30¢) per mile from the edge of the zone to the production location for all such authorized use of the employee’s vehicle. However, effective [insert date that is the first Sunday after 30 days following AMPTP’s receipt of notice of ratification], an employee shall be paid a mileage allowance calculated at the then-current IRS rate. Alternatively, the Employer may make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance).

iii. *Revise Section 38(e) of the Local #52 Majors Agreement as follows:*

“(e) Local and Nearby Hires: Local and Nearby Hires shall be paid ‘set to set.’ Effective [insert date that is the first Sunday after 30 days following AMPTP’s receipt of notice of ratification], if the employee is required to use his or her personal vehicle during the work day to travel between multiple locations, whether inside or outside the ‘production zone,’ an employee shall be paid a mileage allowance calculated at the then-current IRS rate. Alternatively, the Employer may make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance). It is understood that if transportation is offered by the Employer, no mileage reimbursement of any kind is required. Local Hires shall not be compensated for mileage unless requested to use their vehicle outside of the thirty (30) mile production zone as stated in (b) above.”

c. **Meals**

i. *Modify Section 6 of Part A of the Local #52 Majors Agreement to provide:*

“SECTION 6. MEALS ON LOCATION

“(a) Effective [insert date that the first Sunday following the AMPTP’s receipt of notice of ratification], employees Employees on location out of town shall be allowed the sum of \$6.50 \$4.50 for breakfast, \$8.50 \$6.50 for lunch, and \$14.00 \$12.00 for dinner, plus first class hotel accommodations, if available. For the purposes of this Section, employees ‘on location out of town’ refer to those employees who are required by the Employer to remain away from home overnight (‘Distant Hires’).

“(b) Meal allowances shall not be required if a meal appropriate to the time of day is provided by the Employer.”

ii. *Modify Section 33 of Part B of the Local #52 Majors Agreement to provide:*

“SECTION 33. LOCAL, NEARBY AND DISTANT HIRES

“(a) A Local Hire is defined as any employee whose principal residence is within sixty (60) miles of the respective production location.

(b) A Nearby Hire is defined as any employee whose principal residence lies outside sixty (60) miles of the production location, but

inside the jurisdiction of this Agreement. Such employees shall be paid a weekly living allowance of no less than \$315 per week, or \$45 per day prorated (no less than \$350 per week, or \$50 per day prorated, effective [insert date that is the first Sunday following the AMPTP's receipt of notice of ratification]); \$385 per week, or \$55 per day prorated, effective May 15, 2022; and \$420 per week, or \$60 per day prorated, effective May 14, 2023).

“(c) A Distant Hire is defined as any employee whose principal residence is outside the geographical definition of a Nearby Hire in a given production area, as defined in Section 33(b) above. Such employee shall be provided with reasonable single occupancy hotel accommodations.

“(d) The Employer may request employees to sign a written statement attesting to their principal residency. A false statement of residency will result in immediate discharge.

“(e) Per Diem

“(1) Effective [insert date that is the first Sunday following the AMPTP's receipt of notice of ratification], The Employer shall pay per diem to Distant Hires, as defined in Section 33(c) above, at the following rates per day:

Breakfast	<u>\$10.00</u>	<u>8.00</u>
Lunch	<u>\$14.00</u>	<u>12.00</u>
Dinner	<u>\$27.00</u>	<u>25.00</u>
Total Per Diem	<u>\$51.00</u>	<u>45.00</u>

“(2) Any meals provided by the Employer may be deducted from per diem at the above stated rates.”

iii. *Modify Section 36 of Part B of the Local #52 Majors Agreement to provide:*

“SECTION 36. MEALS

“The meal period provisions set forth in Section 22 above shall apply to employees working on productions in Connecticut, Delaware and those portions of Pennsylvania within the geographical jurisdiction of this Agreement. However, -except that the meal penalties for delayed meals for employees employed on productions other than television motion pictures shooting in a studio shall be computed as follows:

“First one-half (½) hour meal delay or fraction thereof \$ 7.50

“Second one-half (½) hour meal delay or fraction thereof . . \$10.00

“Third and ~~each succeeding~~ fourth half-hour meal delay or fraction thereof \$12.50 (\$17.50 in Philadelphia)

“Fifth and each succeeding half-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.

~~However, the meal penalty for the third and each succeeding one-half (½) hour delay in Philadelphia shall be set at \$17.50.~~

“Meal penalties for delayed meals for employees employed on television motion pictures shooting in a studio shall be computed as follows:

First one-half (½) hour meal delay or fraction thereof \$ 8.50

Second one-half (½) hour meal delay or fraction thereof . . \$11.00

“Third and ~~each succeeding~~ fourth half-hour meal delay or fraction thereof \$13.50 (\$18.50 in Philadelphia)

“Fifth and each succeeding half-hour meal delay or fraction thereof \$25.00

~~However, the meal penalty for the third and each succeeding one-half (½) hour delay in Philadelphia shall be set at \$18.50.~~

"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 meal~~ A meal penalty shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee.”

d. **Thirty (30) Mile Production Zone in Buffalo, New York**

Add a new provision to the end of Section 5 (“Report To Locations”) of the Local #52 Majors Agreement (and reorganize the existing provisions of Section 5 into subparagraph “(a)”).

“SECTION 5. REPORT TO LOCATIONS

“(a) The following shall apply in the New York metropolitan area:

“(a)(1) The Thirty (30) Mile Zone

“Any location within a radius of thirty (30) miles of Columbus Circle (the ‘thirty (30) mile report-to zone’), other than Sandy Hook, New Jersey, shall be a report-to location without any travel payment requirement. When an employee reports for work within the thirty (30) mile report-to zone (whether at a studio or a location), the employee’s call time shall commence at the studio or location and shall end when dismissed at such studio or location.

“(b)(2) Nearby Locations

“Any employee who is required to report to a nearby location (*i.e.*, a location ~~which is outside the 30-mile report-to zone other than a distant (overnight) location~~ ~~other than a distant (overnight) location which is outside the 30-mile report-to zone~~) shall be paid mileage based on thirty cents (\$.30) per mile computed from the perimeter of the area bounded by 125th Street and the Battery to ~~such the~~ location and return from ~~such the~~ location to the perimeter of ~~such that~~ area. In that case, the employee’s work time shall commence at the time which results when the amount of time needed to travel to the location, either from a mutually-agreed upon point in the area bounded by 125th and the Battery or from the perimeter of the area bounded by 125th Street and the Battery, is added to the call time and shall end at the time which results when the amount of time needed to travel from the location ~~to either either to~~ such mutually-agreed upon point or to the perimeter of the area bounded by 125th Street and the Battery is added to the dismissal time.

“(c)(3) A designated representative of the Employer and a designated representative of the Union shall determine the amount of time needed to travel between the location and either the mutually-agreed upon point or the

perimeter of the area bounded by 125th Street and the Battery. In the event of a dispute, the matter shall be referred to the Business Representative of the Union and to the Labor Relations representative of the Employer for resolution.

“(b) In addition, the following shall apply to employees working on a motion picture within a radius of thirty (30) miles of City Hall in Buffalo, New York (‘30-mile Buffalo Production Zone’):

“(1) Report To Locations Within the 30-Mile Buffalo Production Zone: Any studio or location that is within the 30-mile Buffalo Production Zone shall be a report-to location without any travel payment. Except as provided in (3) below, the employee’s call time shall commence at a studio or location within the 30-mile Buffalo Production Zone and shall end when dismissed at a studio or location within the 30-mile Buffalo Production Zone.

“(2) Nearby Location: Unless offered transportation by the Employer, the employee shall be paid a mileage allowance based on thirty cents (\$.30) per mile from the perimeter of the 30-mile Buffalo Production Zone to the nearby location for all such authorized use of the employee’s vehicle. Alternatively, the Producer may make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance).

“(3) An employee who resides within a radius of sixty (60) miles of Columbus Circle and who is hired to work in the 30-mile Buffalo Production Zone shall be entitled to the following:

“(i) The employee shall be provided with reasonable single occupancy hotel accommodations.

“(ii) Per Diem

“(A) The Employer shall pay per diem to the employee at the following rates per day:

<u>“Breakfast</u>	<u>\$10.00</u>
<u>“Lunch</u>	<u>\$14.00</u>
<u>“Dinner</u>	<u>\$27.00</u>
<u>“Total Per Diem</u>	<u>\$51.00</u>

“(B) Any meals provided by the Employer may be deducted from per diem at the above stated rates.

“(iii) Idle Pay: The Employer shall pay the employee four (4) hours at the employee’s scale hourly rate for each idle sixth or seventh day in a workweek and shall make a daily benefit plan contribution on behalf of the employee in the amount specified in this Agreement for each idle sixth or seventh day.”

“(iv) The employee shall be paid portal-to-portal. In all cases, this shall be based on the time of travel from the housing accommodations provided to such employees generally and the applicable production location.”

Make conforming changes.

e. **Definition of a Studio**

Add the following definition of a “studio” to a new Section 5A (“Studio”) to the Local #52 Majors Agreement):

“A studio shall be defined as any facility with a production office and one or more sound stage(s) that is used for motion picture production on other than a temporary basis and that is located within the 30-mile Columbus Circle zone (as defined in Section 5(a)) or within the 30-mile Buffalo Production Zone (as defined in Section 5(b)). Examples of studios include but are not limited to: Steiner Studios (Brooklyn), Silvercup Studios (Long Island City, Queens, Bronx), Meadowlands Arena fka Izod Center, Kearny Point, Palisades Stages (Kearny, NJ), Haven Studios (Mount Vernon, NY), 21 Caven Point Avenue (Jersey City, NJ).”

Make conforming changes, including by deleting the second sentence of Section 22(h)(1) and the Sideletter re Subcommittee to Discuss a Definition of "Studio."

6. **Holidays**

Effective January 1, 2023, Martin Luther King Jr. Day shall be added as a holiday in the Local #52 Majors Agreement, and the unworked holiday percentage in Part A of the Local #52 Majors Agreement for daily and weekly employees shall increase from 3.719% to 4% commencing with the period January 1, 2023 to and including December 31, 2023 and continuing with the period January 1, 2024 to and including December 31, 2024.

7. **First Aid Employees**

Modify Section 25(a) and (b) of Part A of the Local #52 Majors Agreement to provide:

“SECTION 25. FIRST AID EMPLOYEES

“The terms and conditions set forth in the General Provisions and in Part A of this Agreement shall apply to a first aid employee who is employed directly by the Employer or through a Payroll Company within fifty (50) miles of Columbus Circle and on all of Long Island, except as follows:

“(a) Rates shall be individually negotiated between the first aid employee and the Employer, except that effective [insert date that is the first Sunday following the AMPTP's receipt of notice of ratification], the first person hired as a first aid employee shall be paid at the rate of the Department Head (other than Shop Craftsperson).

“(b) There shall be no mandatory staffing of first aid employees; staffing shall be at the sole discretion of the Employer; and subcontracting of first aid employee services shall continue in accordance with past industry practice.

“~~Effective October 29, 2018, with~~ With respect to construction, the Employer shall make a good faith determination whether first aid employees under this Agreement should be assigned. In making that such determination, the Employer shall consider the following: (1) the size of the crew; (2) the proximity of emergency medical care; (3) the type of equipment and tools involved in the construction; and (4) whether the construction requires work at elevations. Should the Employer decide to assign a first aid employee under this Agreement to the construction crew, the first person so assigned shall be paid at the rate of the Department Head (other than Shop Craftsperson) effective [insert date that is the first Sunday following the AMPTP's receipt of notice of ratification].”

8. Overtime

Modify Section 30 of the Local #52 Majors Agreement to provide that an employee will be paid two (2) times the employee's regular hourly rate for all hours worked after twelve (12) hours worked on any work day (other than for Distant Hires) on:

- (1) *a pilot, other than a pilot made for basic cable or The CW and other than a two (2) hour pilot for which there is no series commitment at the time of the pilot order;*
- (2) *an episode of a series, other than the first season of a series made for basic cable or The CW; or*
- (3) *a one-time television motion picture, other than a long-form television motion picture*

which commences principal photography on or after the first Sunday that falls 90 days after the AMPTP receives notice of ratification. The foregoing shall not apply to a mini-series.

Contract language changes are as follows:

“SECTION 30. OVERTIME AND PREMIUM PAY

“(a) For all hours worked in excess of eight (8) hours of work on the first through the fifth work days in a workweek or after forty (40) straight time hours of work in a workweek, and for the first twelve (12) hours worked (or for the first fourteen (14) elapsed hours if applicable under subparagraph (b) below) on a sixth work day in a workweek, an employee shall be paid one and one-half (1½) times the employee's regular basic hourly rate.

“(b) (1) For all hours worked in excess of twelve (12) hours of work on any work day when an employee is employed on a theatrical motion picture, an employee shall be paid two (2) times the employee's regular basic hourly rate; however, on television productions, the employee shall be paid two (2) times the employee's regular basic hourly rate for all hours worked after fourteen (14) elapsed hours.

“(2) Two (2) times the employee's regular hourly rate will be paid for all hours worked after fourteen (14) elapsed hours when the employee is employed on a television production, except:

“Two (2) times the employee's regular hourly rate will be paid for all hours worked after twelve (12) hours of work on any work day (other than for Distant Hires) when the employee is employed on any of the following productions which commence principal photography on or after [insert the date that is the first Sunday that falls 90 days after the AMPTP receives notice of ratification]:

“(A) a pilot, other than a pilot made for basic cable or The CW and other than a two (2) hour pilot for which there is no series commitment at the time of the pilot order;

“(B) an episode of a series, other than the first season of a series made for basic cable or The CW; or

“(C) a one-time television motion picture, other than a long-form television motion picture.

“(For clarity, employees employed on a mini-series shall be paid double time after fourteen (14) elapsed hours.)

“(c) For all hours worked on a seventh workday in the employee’s workweek or on a holiday, an employee shall be paid two (2) times the employee’s regular basic hourly rate.

“(d) Overtime and premium rates will be paid in one-tenth (1/10) hour increments. Overtime and premium rates may not be compounded.”

9. **Productions Made for New Media**

- a. Modify the preamble to the Sideletter re Productions Made for New Media in the Local #52 Majors Agreement by deleting the second and third paragraphs thereof.
- b. See attached charts for changes to terms and conditions for High Budget SVOD Programs.
- c. Renew the Sideletter re: Productions Made for New Media, subject to the modifications provided herein.

10. **On-Set Firearm Safety Meetings**

Add a new subparagraph (g) to Section 18 of the Local #52 Majors Agreement and a new subparagraph to Part B of the Local #52 Majors Agreement to provide as follows:

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

“Before any use of a firearm in a rehearsal and/or on-camera sequence or off-camera use, all persons involved must be thoroughly briefed at an on-site safety meeting where the firearms will be used. This meeting shall include an ‘on-site walk through’ and/or ‘dry-run’ with the Property Master (or, in his/her absence, the weapons handler and/or other appropriate personnel determined by the locality or the needs of the production), designated production representative, and anyone that will be using and/or handling a firearm. An understanding of the intended action, possible deviations, plans to abort, emergency procedures, and chain of command should be made clear.

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

11. Start Paperwork

Add a new subparagraph (c) to Article 2 (“Overscale/Deal Memos”) of the Local #52 Majors Agreement to provide:

“(c) When an employee is asked to sign any start paperwork, the employee’s signature will not be interpreted as acceptance of any terms and conditions that conflict with this Agreement, including all applicable side letters thereto, except any better terms agreed to between the employee and the Employer. The employee’s signature serves as an acknowledgment of the receipt of the Employer’s policies. The parties expressly reserve their respective positions with respect to any additional terms in the start paperwork that relate to matters not addressed in this Agreement.”

12. Other Weather Conditions for "Weather-Permitting" Calls

a. *Modify Section 9(a) and (b) (“Notification and Cancellation of Calls; Termination of Services”) of Part A of the Local #52 Majors Agreement as follows:*

“(a) Notification of Call

“(1) All members of the crew shall be notified of the time of their next day’s call prior to their dismissal on the previous work day. However, the provisions of Section 9(c) below (termination of an employee hired at the daily rate) shall remain in full force and effect.

“(2) Effective October 29, 2018, ~~the~~ The Employer may issue a ‘weather-permitting’ call for extreme heat, extreme cold, extreme wind, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions or hurricanes which may be cancelled up to four (4) hours prior to the call time. Employer shall provide notice to the Union upon the issuance of a ‘weather-permitting’ call. Inadvertent failure to provide notice to the Union is not subject to grievance and arbitration. In the event the employee is notified not to report to work, he or she shall be paid four (4) hours of pay at straight time, which shall be subject to pension, health and IAP contributions; however, if the notification is untimely, the employee shall be paid for an eight (8) hour minimum call. The foregoing is in addition to the Employer’s rights under Section 9(b) below. Local #52 agrees that it will not unreasonably deny a request by the Employer to issue a ‘weather-permitting’ call under this paragraph for other weather conditions.

“(b) Cancellation of ‘Weather Permitting’ Call

~~“(1) For the period commencing May 16, 2018 to and including October 28, 2018, Local #52 agrees that it will not unreasonably deny a request by the Employer to cancel calls due to inclement weather (snow, sleet, ice storms, hurricanes) for those employees working within a fifty (50) mile radius of Columbus Circle. The employee must be notified of the cancellation no later than 8:00 p.m. the night before the call. This provision shall also be applicable to calls for the first day of a new workweek (e.g., Monday) so long as the Employer makes an effort to inform employees on the last day of the preceding workweek (i.e., Friday in the case of a Monday call) of the possibility that the call will be cancelled and the employee is notified of the cancellation before 8:00 p.m. on the evening prior to the call (i.e., Sunday in the case of a Monday call).”~~

~~“(2) Effective October 29, 2018, the~~ The Employer may cancel calls due to inclement weather as provided in subparagraph (a)(2) above (snow, sleet, ice storms, hurricanes) for those employees working within a fifty (50) mile radius of Columbus Circle, provided that the Employer provides notice to the Union as soon as practicable. The employee must be notified of the cancellation no later than 8:00 p.m. the night before the call. The Employer may also cancel calls for the first day of a new workweek (e.g., Monday) so long as the Employer makes an effort to inform employees on the last day of the preceding workweek (i.e., Friday in the case of a Monday call) of the possibility that the call will be cancelled and the employee is notified of the cancellation before 8:00 p.m. on the evening prior to the call (i.e., Sunday in the case of a Monday call). Local #52 agrees that it will not unreasonably deny a request by the Employer to cancel a call under this subparagraph (b)(2) due to other weather conditions.”

b. *Modify Section 41(b) (“Cancellation of Calls”) of Part B. of the Local #52 Majors Agreement to provide as follows:*

~~“(b) Effective October 29, 2018, the~~ ‘Weather-Permitting’ Calls: The Employer may issue a ‘weather-permitting’ call for extreme heat, extreme cold, extreme wind, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions or hurricanes which may be cancelled up to four (4) hours prior to the call time. Employer shall provide notice to the Union upon the issuance of a ‘weather-permitting’ call. Inadvertent failure to provide notice to the Union is not subject to grievance and arbitration. In the event the employee is notified not to report to work, he or she shall be paid four (4) hours of pay at straight time and the Employer shall contribute one-third (1/3) of the amount due under Section 31(b) to the IATSE National Benefit Funds; however, if the notification is untimely, the employee shall be paid for an eight (8) hour minimum call. The foregoing is in addition to the Employer’s rights under Section 41(a). Hours paid for a cancelled ‘weather-permitting’ call shall not be counted for purposes of calculating overtime.

“Local #52 agrees that it will not unreasonably deny a request by the Employer to issue a ‘weather-permitting’ call under this Section 41(b) for other weather conditions.”

13. **Four (4) Hour Minimum Call for Training**

a. *Add a new subparagraph (b) to Section 3 of Part A (and label as subparagraph (a) the current provision of Section 3) to provide as follows:*

“(b) A four (4) hour minimum call shall apply for any day on which an employee does not work and reports for training at the request of an individual Employer. In the event that the employee reports for training of no more than four (4) hours and is then dismissed for the day, the employee shall be paid a four (4) hour minimum call, which shall be subject to pension, health and IAP contributions.”

Make conforming changes.

b. *Add a new subparagraph (c) to Section 28 of Part B to provide as follows:*

“(c) A four (4) hour minimum call shall apply for any day on which an employee does not work and reports for training at the request of an individual Employer. In the event that the employee reports for training of no more than four (4) hours and is then dismissed for the day, the employee shall be paid a four (4) hour minimum call, and the Employer shall contribute one-third (1/3) of the amount due under Section 31(b) to the IATSE National Benefit Funds.”

Make conforming changes.

14. **Diversity, Equity and Inclusion**

Add a Article 19 (“Diversity, Equity and Inclusion”) to the Local #52 Majors Agreement to provide:

“(a) **Statement of Commitment.** Acknowledging the critical importance of diversity, equity and inclusion in the entertainment industry, Employers 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 and diverse workforce in the motion picture industry. Historically, ‘underrepresented populations’ have traditionally been defined as women, racial and ethnic minority, LGBTQIA, persons with a disability and other protected categories; however, underrepresented classifications may vary per craft.

“In furtherance of this commitment, Employers, 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 crafts.

“(b) **Self-Identification Data.** During the 2021 negotiations, the parties discussed the efforts that have been made by the Employers and Local #52 to obtain information about the personal characteristics of their employees and the membership through voluntary self-identification. The parties recognize that obtaining such information is useful in expanding access to employment opportunities for under-represented groups and for tracking the success of their efforts to diversify the workforce. To that end, Local #52 agrees to encourage its members to voluntarily self-identify when requested to do so by the Local or an Employer, including when members are completing new membership paperwork for the Local or start paperwork for an Employer. Local #52 further agrees to share with the AMPTP and each Employer any diversity statistics that it currently possesses or develops in the future. To the extent that an Employer has aggregated diversity statistics concerning Local #52-covered employees, the Employer agrees to share the information with Local #52 upon request, no more frequently than twice per year.

“(c) **Training Program Opportunities.** The parties shall discuss the development, administration and oversight of program(s) for on-the-job training within the motion picture industry in the various job classifications covered by the Local #52 Feature and Television Production Contract and the Local #52 Supplemental Digital Production Agreement. The goal of the training program(s) shall be to greatly expand training program opportunities to enhance employment for individuals who are under-represented in this industry. The types of training programs established may vary depending on the experience of the candidates and the requirements of the classification for which the training is provided.

“(1) **Working Trainee Programs.** It is expected that the Union will participate with the Employers in developing working training programs for entry-level positions, which will operate in addition to existing training programs. Elements of the working training program shall include:

“(i) **Outreach.** The Employer will identify and coordinate with various established local community groups, along with the Employers’ studio departments involved in recruitment and any other appropriate employment resources, for the purpose of identifying candidates for training programs from under-served communities and/or currently under-represented groups, taking into consideration local hiring demographics. Employer may request the resumes of candidates and may separately interview them before placement with the company. Each Employer may select from among these candidates (or from other sources) to fill working trainee assignments on that company’s productions.

“(ii) The training program(s) will include pre-training by community organizations and/or others, such as pre-training to teach set protocol, use of equipment, department information, call sheets, safety and other information.

“(iii) The Union and Employers commit to support working trainees prior to and/or during the working trainee’s assignment.

“(iv) Recognizing the value of a mutual commitment to the success of the working trainee, Employers agree that working trainee(s) will be assigned to a Department in consultation with and with the support of the Department Head (or designee as agreed to by the Employer and the Department Head). A trainee shall not be assigned to more than one Department for the duration of their training program. The Union agrees to encourage its members to participate in and support the working trainee program(s). Once a working trainee is placed within a Department, the Department Head and other appropriate bargaining unit personnel (or designee as agreed to by the Employer and the Department Head) shall assist in mentoring, training and developing the working trainee, and other crew members likewise shall facilitate opportunities for the working trainee to learn.

“(v) Subject to subparagraph (iv) above, and after the working trainee completes any pre-training and/or craft orientation, the Employer shall assign the working trainee to a production. The working trainee may be assigned work on different productions, including productions of entities related to or affiliated with the Employer. During the assignment, the working trainee, although not part of the bargaining unit covered by the applicable Agreement, may learn and perform bargaining unit work within an otherwise fully staffed department. Working trainees in this capacity will not displace any crew members working under the terms of the applicable Agreement and will be an additional position in the department. Working trainees will be paid a minimum of \$23.50 per hour with all other terms and conditions of employment for the trainee to be determined by the Employer in its sole discretion. It is understood that the working trainee assignment need not be for consecutive days or periods of time. The training program shall be no less than thirty (30) days and no more than (60) days within a twelve (12) consecutive month period. The Employer may determine, in consultation with the Department Head and other appropriate personnel, that additional training is warranted and appropriate.

“(vi) Once the individual has completed the working trainee program as determined by the Employer, the Employer may assign the individual to work under the minimum rates, terms and conditions of the Local #52 Feature and Television Production Contract (or the Local #52 Supplemental Digital Production Agreement) in an open entry-level position for which they have gained working trainee experience. The individual may be assigned as a member of the regular crew in the same department in which he or she had been working or on another production or in another assignment.

“(vii) No more than one trainee may be assigned to any one Department at a time.

“(2) The parties affirm their commitment to seek under-represented individuals for on-the-job training through vocational or educational institutions or organizations.

“(3) *[Parties to discuss keeping a record of individuals who successfully complete the training programs.]*

“(4) *[Funding/cost-sharing of the training program(s) to be determined.]*

“(5) The parties agree that the foregoing training program(s) (and any other training programs developed by the parties) is(are) not the only training program permitted under this Agreement; rather, the parties may mutually agree to additional training program(s) on an Employer-by-Employer basis with the same goals. Any existing Union-Employer training program covering the job classifications covered under the Agreement may continue.

“(6) Individuals who have successfully completed agreed-upon training program(s) outlined in subparagraphs (1) and (5) above shall be added to the available list of the Union.

“(7) The parties agree to create a joint mentorship program to foster connections between mentors and individuals from under-represented groups or underserved communities entering the industry workforce through the programs described in this provision with the goal of expanding access to those individual’s opportunities for employment in the industry.

“(8) Within ninety (90) days prior to the expiration of the Agreement, the Union may approach an Employer to discuss modifications to a training program, and the Employer will give good faith consideration to the Union’s suggestion(s).”

15. **Housekeeping**

- a. Move the existing 401(k) language in Section 13 of Part A to a new Article 18 in the Local #52 Majors Agreement and make conforming modifications to Section 27 of Part B.
- b. Add to the end of Article 6 “or any other category protected by applicable law.”
- c. Change “boom man” to “boom operator” in Article 3(c) of the Local #52 Majors Agreement.

- d. Change "Foreman" to "Foreperson" in Section 26 of the Local #52 Majors Agreement.
- e. The AMPTP agrees to circulate a bulletin to remind Producers and payroll companies of the requirements that Section 31(c) of Part B of the Majors Agreement and Article 32(b) of the Supplemental Digital Production Agreement call for the Producer to make benefit contributions to the IANBF (rather than to MPIPHP) on behalf of any individual who is hired in that part of New Jersey that is outside the sixty-five mile radius of Columbus Circle to work in Connecticut, Delaware or that part of Pennsylvania within the jurisdiction of the Feature and Television Production Contract. The bulletin shall include an example stating that benefit contributions are to be made to the IANBF for an employee who resides in Turnersville, New Jersey (which is outside the sixty (65) mile radius of Columbus Circle) and working in Philadelphia, Pennsylvania.

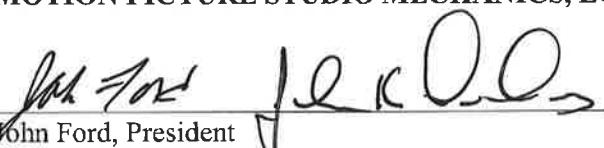
FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT "A" ATTACHED HERETO



Carol A. Lombardini, President

Date: June 13, 2022

MOTION PICTURE STUDIO MECHANICS, LOCAL #52, I.A.T.S.E. & M.P.T.A.A.C.



John Ford, President

Date: 6/23/2022

EXHIBIT “A”
Companies Represented by the AMPTP
in the 2021 Local #52 Negotiations

20 th Century Studios, Inc.	Main Gate Productions LLC
1440 Productions LLC	Marvel Picture Works LLC
ABC Signature LLC (formerly Touchstone Television Productions, LLC)	Mesquite Productions, Inc.
ABC Signature Studios, Inc.	Metro-Goldwyn-Mayer Pictures Inc.
ABC Studios New York, LLC	MGM Television Entertainment Inc.
Abominable Pictures, Inc.	Minim Productions, Inc.
Adobe Pictures, Inc.	
Alive and Kicking, Inc.	
Apple Studios LLC	
Apple Studios Louisiana LLC	
Bonanza Productions Inc.	
CBS Studios Inc.	Netflix Productions, LLC
Charlestown Productions LLC	Netflix Studios, LLC
Columbia Pictures Industries, Inc.	New Line Productions, Inc.
Corporate Management Solutions, Inc. dba CMS Productions	New Regency Productions, Inc.
DW Studios Productions LLC	On The Brink Productions, Inc.
Eye Productions Inc.	Open 4 Business Productions LLC
Film 49 Productions, Inc.	
Focus Features Productions LLC	Pacific 2.1 Entertainment Group, Inc.
FTP Productions, LLC	Palladin Productions LLC
GWave Productions, LLC	Paramount Pictures Corporation
Hop, Skip & Jump Productions, Inc.	Picrow, Inc.
Horizon Scripted Television Inc.	Picrow Streaming Inc.
Hostage Productions, Inc.	
Jay Squared Productions LLC	Rose City Pictures, Inc.
Kapital Productions, LLC	S & K Pictures, Inc.
Kenwood TV Productions, Inc.	Salty Pictures, Inc.
	San Vicente Productions, Inc.
	Screen Gems Productions, Inc.
	Skydance Pictures, LLC
	SLO Productions Inc.
	Turner Films, Inc.
	TVM Productions, Inc.
	Twentieth Century Fox Film Corporation
	d/b/a 20 th Television
	Universal Pictures, a Division of Universal
	City Studios LLC
	Universal Content Productions LLC

Warner Bros. Pictures
Warner Bros. Television
Warner Specialty Productions Inc.
wiip Productions LLC

YNFS Productions LLC

2021 LOCAL #52 NEGOTIATIONS

HB SVOD Series and Mini-Series - PART A

Changes to rates or terms and conditions apply only to High Budget SVOD series or mini-series subject to a license agreement entered into on or after August 1, 2022 (or in the absence of a license agreement, a series for which principal photography of the first episode or part, as applicable, commences on or after August 1, 2022).

	Platform	Budget	Current	2021 Local 52 Agreement
Episodic Series				
20-35 Minutes	Made for 20M+ subscribers	Tier 1 (\$2.1M+)	<u>Other than single-camera recorded digitally:</u> Section 1(a)(2) rates; 100% unworked holiday pay; 100% vacation <u>Single-camera recorded digitally:</u> 1st season - Section 1(a)(2) rates 1x back; no unworked holiday pay; no vacation <u>2nd season</u> - Section 1(a)(2) rates 1x back; 50% unworked holiday pay; 50% vacation <u>3rd/subseq. season</u> - Section 1(a)(2) rates; 100% unworked holiday pay; 100% vacation	no change to current
		Tier 2 (\$1.3M-\$2.1M)	<u>1st season</u> - Section 1(a)(3) rates; no unworked holiday pay; no vacation <u>2nd season</u> - Section 1(a)(5) "1st or 2nd Season" rates; 50% unworked holiday pay; 50% vacation <u>3rd/subseq. seasons</u> - Section 1(a)(5) "3rd or Subseq. Season" rates; 100% unworked holiday pay; 100% vacation	<u>1st season</u> - Section 1(a)(2) 2x back rates; no unworked holiday pay; no vacation <u>2nd/subseq. seasons</u> - no change to current
	Made for <20M subscribers	Tier 1 (\$2.1M+)	<u>1st season</u> - Section 1(a)(3) rates; no unworked holiday pay; no vacation <u>2nd season</u> - Section 1(a)(5) "1st or 2nd Season" rates; 50% unworked holiday pay; 50% vacation <u>3rd/subseq. seasons</u> - Section 1(a)(5) "3rd or Subseq. Season" rates; 100% unworked holiday pay; 100% vacation	<u>\$4M* or more:</u> 1st season - Section 1(a)(2) 2x back rates; no unworked holiday pay; no vacation 2nd/subseq. seasons - no change to current <u>\$2.1M - <\$4M*:</u> no change to current<
		Tier 2 (\$1.3M-\$2.1M)		no change to current

*Budget threshold subject to general wage increases in each year of the Agreement starting on May 14, 2023

2021 LOCAL #52 NEGOTIATIONS

HB SVOD Series and Mini-Series - PART A

Changes to rates or terms and conditions apply only to High Budget SVOD series or mini-series subject to a license agreement entered into on or after August 1, 2022 (or in the absence of a license agreement, a series for which principal photography of the first episode or part, as applicable, commences on or after August 1, 2022).

	Platform	Budget	Current	2021 Local 52 Agreement
Episodic Series				
36-65 Minutes	Made for 20M+ subscribers	Tier 1 (\$3.8M+)	<u>1st season</u> - Section 1(a)(5) "1st or 2nd Season" rates; no unworked holiday pay; no vacation <u>2nd season</u> - Section 1(a)(5) "1st or 2nd Season" rates; 50% unworked holiday pay; 50% vacation <u>3rd/subseq. seasons</u> - Section 1(a)(5) "3rd or Subseq. Season" rates; 100% unworked holiday pay; 100% vacation	no change to current
		Tier 2 (\$2.5M-\$3.8M)	<u>1st season</u> - Section 1(a)(3) rates; no unworked holiday pay; no vacation <u>2nd season</u> - Section 1(a)(5) "1st or 2nd Season" rates; 50% unworked holiday pay; 50% vacation <u>3rd/subseq. seasons</u> - Section 1(a)(5) "3rd or Subseq. Season" rates; 100% unworked holiday pay; 100% vacation	<u>1st season</u> - Section 1(a)(2) 2x back rates; no unworked holiday pay; no vacation <u>2nd/subseq. season</u> - no change to current
	Made for <20M subscribers	Tier 1 (\$3.8M+)	<u>1st season</u> - Section 1(a)(3) rates; no unworked holiday pay; no vacation <u>2nd season</u> - Section 1(a)(5) "1st or 2nd Season" rates; 50% unworked holiday pay; 50% vacation <u>3rd/subseq. seasons</u> - Section 1(a)(5) "3rd or Subseq. Season" rates; 100% unworked holiday pay; 100% vacation	<u>\$8.0M* or more</u> : 1st season - Section 1(a)(5) "1st or 2nd Season" rates; no unworked holiday pay; no vacation 2nd/subseq. seasons - no change to current <u>\$3.8M - <\$8.0M*</u> : 1st season - Section 1(a)(2) 2x back rates; no unworked holiday pay; no vacation 2nd/subseq. seasons - no change to current
		Tier 2 (\$2.5M-\$3.8M)		no change to current

*Budget threshold subject to general wage increases in each year of the Agreement starting on May 14, 2023

2021 LOCAL #52 NEGOTIATIONS

HB SVOD Series and Mini-Series - PART A

Changes to rates or terms and conditions apply only to High Budget SVOD series or mini-series subject to a license agreement entered into on or after August 1, 2022 (or in the absence of a license agreement, a series for which principal photography of the first episode or part, as applicable, commences on or after August 1, 2022).

	Platform	Budget	Current	2021 Local 52 Agreement
Mini-Series				
<66 Minutes	Made for 20M+ subscribers	\$2.1M+ for 20-35 min./ \$3.8M+ for 36-65 min.	Section 1(a)(3) rates; no unworked holiday pay; no vacation	Section 1(a)(5) "1st or 2nd Season" rates; no unworked holiday pay; no vacation
		\$1.3M-\$2.1M for 20-35 min./ \$2.5M-\$3.8M for 36-65 min.		Section 1(a)(2) 2x back rates; no unworked holiday pay; no vacation
	Made for <20M subscribers	\$2.1M+ for 20-35 min./ \$3.8M+ for 36-65 min.	Section 1(a)(3) rates; no unworked holiday pay; no vacation	<u>\$8.0M* or more</u> : Section 1(a)(5) "1st or 2nd Season" rates; no unworked holiday pay; no vacation <u>Less than \$8.0M*</u> : Section 1(a)(2) 2x back rates; no unworked holiday pay; no vacation
		\$1.3M-\$2.1M for 20-35 min./ \$2.5M-\$3.8M for 36-65 min.		
66+ Minutes	Made for 20M+ subscribers	> \$4M/part	Section 1(a)(3) rates; no unworked holiday pay; no vacation	<u>\$9.5M* or more</u> : Section 1(a)(5) "1st or 2nd Season" rates; no unworked holiday pay; no vacation <u>>\$6.0M - <\$9.5M*</u> : Section 1(a)(2) 2x back rates; no unworked holiday pay; no vacation <u>\$3.0M - \$6.0M</u> : no change to current
		\$3.0M - \$4.0M/part		
	Made for <20M subscribers	> \$4M/part	Section 1(a)(3) rates; no unworked holiday pay; no vacation	<u>\$9.5M* or more</u> : Section 1(a)(5) "1st or 2nd Season" rates; no unworked holiday pay; no vacation <u>>\$6.0M - <\$9.5M*</u> : Section 1(a)(2) 2x back rates; no unworked holiday pay; no vacation <u>\$3.0M - \$6.0M</u> : no change to current
		\$3.0M - \$4.0M/part		

**Budget threshold subject to general wage increases in each year of the Agreement starting on May 14, 2023*

2021 LOCAL #52 NEGOTIATIONS

HB SVOD Series and Mini-Series - PART B

Changes to rates or terms and conditions apply only to High Budget SVOD series or mini-series subject to a license agreement entered into on or after August 1, 2022 (or in the absence of a license agreement, a series for which principal photography of the first episode or part, as applicable, commences on or after August 1, 2022).

	Platform	Budget	Current	2021 Local 52 Agreement
Episodic Series				
20-35 Minutes	Made for 20M+ subscribers	Tier 1 (\$2.1M+)	<u>Other than single-camera recorded digitally:</u> Section 26(a)(3)(i) rates; 100% unworked holiday pay; no vacation <u>Single-camera recorded digitally:</u> <u>1st season</u> - Section 26(a)(3)(i) rates 1x back; no unworked holiday pay; no vacation <u>2nd season</u> - Section 26(a)(3)(i) rates 1x back; 50% unworked holiday pay; 50% vacation <u>3rd/subseq. season</u> - Section 26(a)(3)(i) rates; 100% unworked holiday pay; 100% vacation	no change to current
		Tier 2 (\$1.3M-\$2.1M)	<u>1st season</u> - Section 26(a)(3)(i) rates reduced by 10%; no unworked holiday pay; no vacation <u>2nd season</u> - Section 26(a)(3)(i) rates 1x back; no unworked holiday pay; no vacation <u>3rd season</u> - Section 26(a)(3)(i) rates 1x back; 50% unworked holiday pay; 50% vacation <u>4th/subseq. seasons</u> - Section 26(a)(3)(i) rates; 100% unworked holiday pay; 100% vacation	<u>1st season</u> - Section 26(a)(3)(i) rates 1x back; no unworked holiday pay; no vacation; <u>2nd season</u> - Section 26(a)(3)(i) rates 1x back rates; 50% unworked holiday pay; 50% vacation; <u>3rd/subseq. seasons</u> - Section 26(a)(3)(i) rates; 100% unworked holiday pay; 100% vacation
		Tier 1 (\$2.1M+)	<u>1st season</u> - Section 26(a)(3)(i) rates reduced by 10%; no unworked holiday pay; no vacation <u>2nd season</u> - Section 26(a)(3)(i) rates 1x back; no unworked holiday pay; no vacation <u>3rd season</u> - Section 26(a)(3)(i) rates 1x back; 50% unworked holiday pay; 50% vacation <u>4th/subseq. seasons</u> - Section 26(a)(3)(i) rates; 100% unworked holiday pay; 100% vacation	<u>\$4M* or more:</u> 1st season - Section 26(a)(3)(i) rates 1x back; no unworked holiday pay; no vacation; 2nd season - Section 26(a)(3)(i) rates 1x back rates; 50% unworked holiday pay; 50% vacation; 3rd/subseq. season - Section 26(a)(3)(i) rates; 100% unworked holiday pay; 100% vacation <u>\$2.1M - <\$4M*:</u> no change to current
	Made for <20M subscribers	Tier 2 (\$1.3M-\$2.1M)		no change to current

*Budget threshold subject to general wage increases in each year of the Agreement starting on May 14, 2023

2021 LOCAL #52 NEGOTIATIONS

HB SVOD Series and Mini-Series - PART B

Changes to rates or terms and conditions apply only to High Budget SVOD series or mini-series subject to a license agreement entered into on or after August 1, 2022 (or in the absence of a license agreement, a series for which principal photography of the first episode or part, as applicable, commences on or after August 1, 2022).

	Platform	Budget	Current	2021 Local 52 Agreement
Episodic Series				
36-65 Minutes	Made for 20M+ subscribers	Tier 1 (\$3.8M+)	<u>1st season</u> - Section 26(a)(3)(i) rates; no unworked holiday pay; no vacation <u>2nd/subseq. seasons</u> - Section 26(a)(3)(i) rates; 100% unworked holiday pay; no vacation	no change to current
		Tier 2 (\$2.5M-\$3.8M)	<u>1st season</u> - Section 26(a)(3)(i) rates reduced by 10%; no unworked holiday pay; no vacation <u>2nd season</u> - Section 26(a)(3)(i) rates 1x back; no unworked holiday pay; no vacation <u>3rd season</u> - Section 26(a)(3)(i) rates 1x back; 50% unworked holiday pay; no vacation <u>4th/subseq. seasons</u> - Section 26(a)(3)(i) rates; 100% unworked holiday pay; no vacation	<u>1st season</u> - Section 26(a)(3)(i) rates 1x back; no unworked holiday pay; no vacation; <u>2nd season</u> - Section 26(a)(3)(i) rates 1x back rates; 50% unworked holiday pay; no vacation; <u>3rd/subseq. seasons</u> - Section 26(a)(3)(i) rates; 100% unworked holiday pay; no vacation
	Made for <20M subscribers	Tier 1 (\$3.8M+)	<u>1st season</u> - Section 26(a)(3)(i) rates reduced by 10%; no unworked holiday pay; no vacation <u>2nd season</u> - Section 26(a)(3)(i) rates 1x back; no unworked holiday pay; no vacation <u>3rd season</u> - Section 26(a)(3)(i) rates 1x back; 50% unworked holiday pay; no vacation <u>4th/subseq. seasons</u> - Section 26(a)(3)(i) rates; 100% unworked holiday pay; no vacation	<u>\$8.0M* or more:</u> 1st season - Section 26(a)(3)(i) rates; no unworked holiday pay; no vacation 2nd/subseq. seasons - Section 26(a)(3)(i) rates; 100% unworked holiday pay; no vacation <u>\$3.8M - <\$8.0M*:</u> 1st season - Section 26(a)(3)(i) rates 1x back rates; no unworked holiday pay; no vacation; 2nd season - Section 26(a)(3)(i) rates 1x back rates; 50% unworked holiday pay; no vacation; 3rd/subseq. seasons - Section 26(a)(3)(i) rates; 100% unworked holiday pay; no vacation
		Tier 2 (\$2.5M-\$3.8M)		no change to current

**Budget threshold subject to general wage increases in each year of the Agreement starting on May 14, 2023*

2021 LOCAL #52 NEGOTIATIONS

HB SVOD Series and Mini-Series - PART B

Changes to rates or terms and conditions apply only to High Budget SVOD series or mini-series subject to a license agreement entered into on or after August 1, 2022 (or in the absence of a license agreement, a series for which principal photography of the first episode or part, as applicable, commences on or after August 1, 2022).

	Platform	Budget	Current	2021 Local 52 Agreement
Mini-Series				
<66 Minutes	Made for 20M+ subscribers	\$2.1M+ for 20-35 min./ \$3.8M+ for 36-65 min.	Section 26(a)(3)(i) rates; no unworked holiday pay; no vacation	no change to current
		\$1.3M-\$2.1M for 20-35 min./ \$2.5M-\$3.8M for 36-65 min.	Section 26(a)(3)(i) rates reduced by 10%; no unworked holiday pay; no vacation	Section 26(a)(3)(i) rates 1x back rates; no unworked holiday pay; no vacation
	Made for <20M subscribers	\$2.1M+ for 20-35 min./ \$3.8M+ for 36-65 min.	Section 26(a)(3)(i) rates reduced by 10%; no unworked holiday pay; no vacation	<u>\$8.0M* or more:</u> Section 26(a)(3)(i) rates; no unworked holiday pay; no vacation <u>Less than \$8.0M*:</u> Section 26(a)(3)(i) 1x back rates; no unworked holiday pay; no vacation
		\$1.3M-\$2.1M for 20-35 min./ \$2.5M-\$3.8M for 36-65 min.		
66+ Minutes	Made for 20M+ subscribers	> \$4M/part	Section 26(a)(3)(i) rates; no unworked holiday pay; no vacation	no change to current
		\$3.0M - \$4.0M/part	Section 26(a)(3)(i) rates reduced by 10%; no unworked holiday pay; no vacation	
	Made for <20M subscribers	> \$4M/part	Section 26(a)(3)(i) rates reduced by 10%; no unworked holiday pay; no vacation	<u>\$9.5M* or more:</u> Section 26(a)(3)(i) rates; no unworked holiday pay; no vacation <u>>\$6.0M - <\$9.5M*:</u> Section 26(a)(3)(i) 1x back rates; no unworked holiday pay; no vacation <u>\$3.0M - \$6.0M:</u> no change
		\$3.0M - \$4.0M/part		

**Budget threshold subject to general wage increases in each year of the Agreement starting on May 14, 2023*

2021 LOCAL #52 NEGOTIATIONS
Comparison re Rates and Terms and Conditions for One-Time High Budget SVOD Programs

One-Time High Budget SVOD Programs - PART A

Changes to rates or terms and conditions apply only to High Budget SVOD Programs subject to a license agreement entered into on or after August 1, 2022 (or in the absence of a license agreement, the principal photography of which commences on or after August 1, 2022).

		Budget	Current	2021 Local 52 Agreement
<66 Minutes (not pilot)	Paragraph 4(a) of NM SL - Tier 1 made for 20M+ subs.	n/a	Section 1(a)(2) rates; no unworked holiday; no vacation	No change to current
	Paragraph (4(b) of NM SL - Tier 2 made for 20M+ subscribers; all programs made for <20M subs.	n/a	Section 1(a)(3) rates; no unworked holiday; no vacation	No change to current
66-84 Minutes (not pilot)	Paragraph (4(a) of NM SL - Tier 1 made for 20M+ subs.	n/a	Section 1(a)(3) rates; no unworked holiday; no vacation	No change to current
	Paragraph (4(b) of NM SL - Tier 2 made for 20M+ subscribers; all programs made for <20M subs.	n/a	Section 1(a)(3) rates; no unworked holiday; no vacation	No change to current
85-95 Minutes (not pilot)	Paragraph (4(a) of NM SL - Tier 1 made for 20M+ subs.	<\$20M*	Section 1(a)(3) rates; no unworked holiday; no vacation	No change to current
		>=\$20M*		Section 1(a)(2) rates 1x back; no unworked holiday; no vacation
	Paragraph (4(b) of NM SL - Tier 2 made for 20M+ subscribers; all programs made for <20M subs.	<\$20M*	Section 1(a)(3) rates; no unworked holiday; no vacation	No change to current
		>=\$20M*		Section 1(a)(2) rates 2x back; no unworked holiday; no vacation

2021 LOCAL #52 NEGOTIATIONS
Comparison re Rates and Terms and Conditions for One-Time High Budget SVOD Programs

One-Time High Budget SVOD Programs - PART A

Changes to rates or terms and conditions apply only to High Budget SVOD Programs subject to a license agreement entered into on or after August 1, 2022 (or in the absence of a license agreement, the principal photography of which commences on or after August 1, 2022).

		Budget	Current	2021 Local 52 Agreement
96+ Minutes (not pilot)	Paragraph (4(a) of NM SL - Tier 1 made for 20M+ subs.	<\$20M*	Section 1(a)(3) rates; no unworked holiday; no vacation	Section 1(a)(2) rates 2x back; no unworked holiday; no vacation
		\$20M* to \$32M**	no vacation	Section 1(a)(2) rates 1x back; no unworked holiday; no vacation
		>=\$32M**	Section 1(a)(1) rates; theatrical terms & conditions	No change to current
	Paragraph (4(b) of NM SL - Tier 2 made for 20M+ subscribers; all programs made for <20M subs.	<\$20M*	Section 1(a)(3) rates; no unworked holiday; no vacation	No change to current
		>=\$20M*	no vacation	Section 1(a)(2) rates 2x back; no unworked holiday; no vacation

**Budget threshold subject to general wage increases in each year of the Agreement starting on May 14, 2023*

***\$31,827,000 budget threshold subject to general wage increases in each year of the Agreement starting on May 16, 2021*

2021 LOCAL #52 NEGOTIATIONS
Comparison re Rates and Terms and Conditions for One-Time High Budget SVOD Programs

One-Time High Budget SVOD Programs - PART B

Changes to rates or terms and conditions apply only to High Budget SVOD Programs subject to a license agreement entered into on or after August 1, 2022 (or in the absence of a license agreement, the principal photography of which commences on or after August 1, 2022).

		Budget	Current	2021 Local 52 Agreement
<66 Minutes (not pilot)	Paragraph 4(a) of NM SL - Tier 1 made for 20M+ subs.	n/a	Section 26(a)(3)(i) rates; no unworked holiday; no vacation	No change to current
	Paragraph (4(b) of NM SL - Tier 2 made for 20M+ subscribers; all programs made for <20M subs.	n/a	Section 26(a)(3)(i) rates reduced by 10%; no unworked holiday; no vacation	No change to current
66-84 Minutes (not pilot)	Paragraph (4(a) of NM SL - Tier 1 made for 20M+ subs.	n/a	Section 26(a)(3)(i) rates; no unworked holiday; no vacation	No change to current
	Paragraph (4(b) of NM SL - Tier 2 made for 20M+ subscribers; all programs made for <20M subs.	n/a	Section 26(a)(3)(i) rates reduced by 10%; no unworked holiday; no vacation	No change to current
85-95 Minutes (not pilot)	Paragraph (4(a) of NM SL - Tier 1 made for 20M+ subs.	<\$20M*	Section 26(a)(3)(i) rates; no unworked holiday; no vacation	No change to current
		>=\$20M*	Section 26(a)(3)(i) rates; no unworked holiday; no vacation	No change to current
	Paragraph (4(b) of NM SL - Tier 2 made for 20M+ subscribers; all programs made for <20M subs.	<\$20M*	Section 26(a)(3)(i) rates reduced by 10%; no unworked holiday; no vacation	No change to current
		>=\$20M*	Section 26(a)(3)(i) rates 2x back; no unworked holiday; no vacation	Section 26(a)(3)(i) rates 2x back; no unworked holiday; no vacation

2021 LOCAL #52 NEGOTIATIONS
Comparison re Rates and Terms and Conditions for One-Time High Budget SVOD Programs

One-Time High Budget SVOD Programs - PART B

Changes to rates or terms and conditions apply only to High Budget SVOD Programs subject to a license agreement entered into on or after August 1, 2022 (or in the absence of a license agreement, the principal photography of which commences on or after August 1, 2022).

		Budget	Current	2021 Local 52 Agreement
96+ Minutes (not pilot)	Paragraph (4(a) of NM SL - Tier 1 made for 20M+ subs.	<\$20M*	Section 26(a)(3)(i) rates; no unworked holiday; no vacation	No change to current
		\$20M* to \$32M**		
		>=\$32M**	Section 26(a)(1) or (2) rates; theatrical terms & conditions	No change to current
	Paragraph (4(b) of NM SL - Tier 2 made for 20M+ subscribers; all programs made for <20M subs.	<\$20M*	Section 26(a)(3)(i) rates reduced by 10%; no unworked holiday; no vacation	No change to current
		>=\$20M*		Section 26(a)(3)(i) rates 2x back; no unworked holiday; no vacation

**Budget threshold subject to general wage increases in each year of the Agreement starting on May 14, 2023*

***\$31,827,000 budget threshold subject to general wage increases in each year of the Agreement starting on May 16, 2021*