

THEATRICAL WARDROBE UNION,

LOCAL 764

I.A.T.S.E. and M.P.T.A.A.C.

**SUPPLEMENTAL DIGITAL
PRODUCTION AGREEMENT**

with

**THE MAJOR MOTION
PICTURE PRODUCERS**

Term of Agreement:

March 1, 2022 to and including February 28, 2025

2022 SUPPLEMENTAL DIGITAL PRODUCTION AGREEMENT
WITH THEATRICAL WARDROBE UNION, LOCAL 764

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2022 SUPPLEMENTAL DIGITAL PRODUCTION AGREEMENT
WITH THEATRICAL WARDROBE UNION, LOCAL 764

This Supplemental Digital Production Agreement (hereinafter “the Agreement”) is made as of September 25, 2022 by and between Theatrical Wardrobe Union, Local 764 (hereafter “the Local Union” or “Local 764”), on the one hand, and the Alliance of Motion Picture and Television Producers on behalf of the companies listed in Exhibit “A” (hereinafter referred to individually as “the Producer” and collectively as “the Producers”), on the other hand. This Agreement shall be effective as of September 25, 2022, except that when an effective date other than September 25, 2022 is specified, the provision shall be effective on the date specified. The terms and conditions of the 2019 Local 764 Supplemental Digital Production Agreement shall apply until September 25, 2022, except when an earlier date is specified in this Agreement.

Whereas, the parties have previously entered into a Feature and Television Production Agreement; and

Whereas, the parties are desirous of addressing terms and conditions of employment for employees engaged as wardrobe personnel in making digital recordings;

Therefore, it is hereby agreed that this Supplemental Digital Production Agreement shall set forth the wage scales and working conditions to be applicable to employees engaged as wardrobe personnel in making digital recordings, as follows:

1. APPLICATION OF AGREEMENT

(a) The wage scales and working conditions of this Agreement (including its Sideletters) shall be applicable to employees employed as wardrobe personnel engaged in making digital recordings of non-

dramatic television motion pictures (e.g., talk shows, reality shows, game shows, “Judge” shows, “Entertainment Tonight”-type shows, variety shows, etc.) and non-prime time dramatic television motion pictures.

(b) The wage scales and working conditions of the 2022 Feature and Television Production Agreement shall be applicable to employees employed as wardrobe personnel engaged in making digital recordings of one-hour and long-form prime time dramatic television motion pictures.

(c) The wage scales of the 2022 Feature and Television Production Agreement and, except as provided in the next sentence, the working conditions of this Agreement shall be applicable to employees employed as wardrobe personnel engaged in making digital recordings of one-half hour prime time dramatic television motion pictures (including “situation comedies”), other than those series covered by subparagraph (d) below. For employees engaged in making one-half hour prime time dramatic single camera television motion pictures, Section 5 of the Feature and Television Production Agreement, “Rest Periods,” will apply in lieu of Article 25 of this Agreement.

(d) The wage scales of the 2022 Feature and Television Production Agreement, as modified by the provisions of Sideletter No. 5 to this Agreement, and the working conditions of this Agreement, as modified by the provisions of Sideletter No. 5 to this Agreement, shall be applicable to employees employed as wardrobe personnel engaged in making digital recordings of new one-half hour single camera dramatic television series, the production of which commences on or after October 1, 2006, other than those covered by subparagraph (a) above.

(e) For the purpose of this Agreement, “prime time” shall be defined as the hours between 8:00 p.m. and 11:00 p.m. in the Eastern and Pacific time zones from Monday through Saturday (one hour earlier

in the Central and Mountain time zones) and between the hours of 7:00 p.m. and 11:00 p.m. in the Eastern and Pacific time zones on Sunday (one hour earlier in the Central and Mountain zones).

2. DUTIES OF EMPLOYEES

The duties of employees hereunder shall include, but not be limited to, unpacking, repacking, sorting, hanging, cataloguing, pressing, cleaning, dyeing, fitting, costume making, remodeling, repairing, altering, distributing and maintaining of all items of wardrobe and wardrobe accessories and assisting in the dressing of and making of changes for performers. The duties hereunder shall also include any duties incidental to or necessary for the performance of the foregoing, as well as any duties associated with the use, control and disposition of the wardrobe for its efficient and artistic utilization.

The Producer shall have the option to employ wardrobe personnel to perform costume-making, alterations and tailoring work. Nothing herein is intended to limit in any way the Producer's absolute right to subcontract out such work.

3. SCOPE OF AGREEMENT

This Agreement shall be applicable to costumers employed by Producer hereunder to perform services within a radius of fifty (50) miles from Columbus Circle and, in addition, all of Long Island.

4. RECOGNITION

(a) The Union warrants that it represents for collective bargaining purposes a majority of employees performing the traditional

duties hereinbefore described, within the territorial jurisdiction of said Union, as hereinbefore defined.

(b) The Producer recognizes the Union as the sole and exclusive collective bargaining representative of such employees, and agrees to notify the Union of all upcoming engagements of such employees.

5. UNION SECURITY

The Producer agrees that all employees hired as costumers shall be required, as a condition of continued employment, to be, become, and to remain, members in good standing of the Union on and after the thirty-first day following the date of this Agreement or the date of their employment, whichever is later.

The foregoing provision shall not, however, require the Producer to take or refrain from taking any action not authorized under Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended.

In case of repeal or amendment of the Labor Management Relations Act of 1947 or in the case of new legislation rendering permissible any union security to the Union greater than those specified in this Article of this Agreement, then and in such event, such provision shall automatically be deemed substituted in lieu thereof. In such event, and if permissible under law, the Union agrees to supply adequate, competent and qualified employees for the job requirements of the Producers in the crafts and classifications covered by this Agreement and, if the Union fails to do so, the Producer may secure such employees from any source.

6. NOTIFICATION OF PRODUCTION

Producer shall give a minimum of forty-eight (48) hours advance notice to the Local Union of the scheduled production of those digital recordings subject to this Agreement.

7. NON-DISCRIMINATION

The parties agree that under this Agreement, there shall be no discrimination due to race, creed, color, sex, age or national origin, as provided in federal and state legislation.

Claims alleging a violation of this “Non-Discrimination” provision are not subject to arbitration, but are instead subject to non-binding mediation.

8. BETTER CONDITIONS

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

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

No such granting to any individual of better conditions and terms, if any, shall in any manner affect the conditions and terms herein

provided, nor shall it be considered, in any manner, as a precedent for granting better conditions and terms than those herein provided to any other individuals or job.

9. GRIEVANCE PROCEDURES

All complaints, disputes or questions as to the interpretation, application or performance of this Agreement¹ shall be adjusted initially by direct negotiations between the Local Union and the Producer or their representatives. Should any dispute or difference arise, both parties shall endeavor to settle these in the simplest and most direct manner. The grievance must be brought within thirty (30) days from the date of the alleged violation or from the date that the Local Union discovered or should have discovered the alleged violation, whichever is later, but in no event later than sixty (60) days from the date of the alleged violation. The procedure shall be as follows (unless altered by mutual consent):

Step 1. The grievance shall be submitted immediately to the shop steward on the job. If the shop steward and the production manager fail to settle the grievance within the day of the occurrence, it must be submitted to Step 2. If the aggrieved employee is the shop steward, and the grievance is not settled the same day, then Step 2 must be followed.

Step 2. The grievance shall then be referred to the Business Representative of the Local Union (or the Business Representative's designee) and the Producer (or the Producer's authorized representative). If no settlement is reached within five (5) days exclusive of Saturday, Sunday or holidays, the grievance must be submitted to arbitration as set forth in Step 3.

¹ Any such disputes that give rise to an alleged violation of Sections 8(a)(1) and/or 8(a)(3) of the National Labor Relations Act, or in which the alleged facts would constitute such a violation, are also subject to the grievance and arbitration procedures in this Article 9.

Step 3. If the dispute or difference is not settled in the second step above, either party may submit the grievance to arbitration pursuant to and in accordance with the rules and procedures of the American Arbitration Association, within ten (10) days after the reply was given in the second step.

(a) The parties shall jointly pay the cost of the Arbitrator's services.

(b) The Arbitrator shall not have the power to amend, modify, alter or subtract from the Agreement or the provisions thereof. The decision of the Arbitrator shall be final and binding on the parties.

10. NO STRIKES OR LOCKOUTS

(a) As long as the Producer lives up to and complies with the grievance procedure as provided for in Article 9 of this Agreement, the Local Union will in all respects fulfill its obligations hereunder and will take no actions interrupting the services or the operations of the Producer. Similarly, as long as the Local Union lives up to and complies with the grievance procedure as provided in Article 9 of this Agreement, the Producer in all respects will fulfill its obligations hereunder and will not institute a lockout against the Local Union. Neither shall any strike or lockout be resorted to during the processing of the grievance procedure.

(b) Notwithstanding any other provision of this Agreement, the Producer shall not require any employee of the Local Union to pass through a lawful picket line when such lawful picket line has been authorized or approved by the IATSE, and the refusal of any such employee to pass through such a lawful picket line so authorized or approved by the IATSE shall not constitute a breach of this Agreement by the Local Union, nor be the basis of Producer discharging or otherwise disciplining such employee.

11. INSPECTIONS

Representatives of the Local Union shall have access to the premises of the Producer or to any location at which the Producer is engaged in any digital production to inspect or investigate conditions of employment. Such inspection or investigation shall be made at reasonable hours and shall be free of interference by the Producer and in like manner shall be conducted so as not to interfere unduly with the normal operations of the Producer.

12. SHOP STEWARDS

The Local Union may appoint one or more shop stewards who will be working employees. It shall be the responsibility of the shop steward to settle minor grievances with the Producer's representative and, in the event such grievance cannot be adjusted, to notify a representative of the Local Union. Any person so appointed shall have the reasonable cooperation of management in the performance of these duties, but such duties shall not unduly interfere with work, and such person shall not leave work or the workstation(s) to which assigned without notifying an immediate superior. Upon request, the Labor Relations Representative of each studio will review the available eating facilities at the studio with the designated shop steward.

13. TERM OF AGREEMENT

The term of this Agreement shall be for three (3) years, beginning on March 1, 2022 to and including February 28, 2025. At least sixty (60) days prior to the expiration date, the parties shall meet and confer to negotiate the terms of a new contract.

14. WAGES

(a) Rates for Non-Dramatic Digital Television Motion Pictures, Other Than Those Covered by Sideletter No. 5 to this Agreement

Employees employed under this Agreement in making digital recordings of non-dramatic television motion pictures, other than those covered by Sideletter No. 5 to this Agreement, shall be paid not less than the following wage rates:

(1) For Daily Employees:

	DAILY (daily basis) Minimum Call - 8 hours			
	3/1/22 - 10/1/22	10/2/22 - 9/30/23	10/1/23 - 9/28/24	9/29/24 - 2/28/25
Costumers	\$316	\$325	\$335	*

(2) For Weekly Employees:

	WEEKLY Minimum Call - 8 hours; 5 consecutive days			
	3/1/22 - 10/1/22	10/2/22 - 9/30/23	10/1/23 - 9/28/24	9/29/24 - 2/28/25
Costumers	\$1,458	\$1,502	\$1,547	*

* Wage rates for this period shall be increased to the same amount and at the same time as the corresponding wage rates for "Costumers" in the IATSE Videotape Electronics Supplemental Basic Agreement (hereinafter "the Videotape Agreement") are increased, and shall remain in effect for the same time period as the corresponding increased rates for Costumers under the Videotape Agreement.

(b) Rates for Non-Prime Time Dramatic Digital Television Motion Pictures, Other Than Those Covered by Sideletter No. 5 to this Agreement

Employees employed under this Agreement in making digital recordings of non-prime time dramatic television motion pictures, other than those covered by Sideletter No. 5 to this Agreement, shall be paid not less than the following wage rates:

(1) For Daily Employees:

	DAILY (daily basis) Minimum Call - 8 hours			
	3/1/22 - 10/1/22	10/2/22 - 9/30/23	10/1/23 - 9/28/24	9/29/24 - 2/28/25
Costumers	\$351	\$362	\$373	*

(2) For Weekly Employees:

	DAILY (daily basis) Minimum Call - 8 hours			
	3/1/22 - 10/1/22	10/2/22 - 9/30/23	10/1/23 - 9/28/24	9/29/24 - 2/28/25
Costumers	\$1,613	\$1,661	\$1,711	*

* Wage rates for this period shall be increased to the same amount and at the same time as the corresponding wage rates for "Costumers" in the Videotape Agreement are increased, and shall remain in effect for the same time period as the corresponding increased rates for Costumers under the Videotape Agreement.

(c) Rates for One-Half Hour Prime Time Dramatic Television Motion Pictures, Other Than Those Covered by Sideletter No. 5 to this Agreement

Employees employed under this Agreement in making digital recordings of one-half hour prime time dramatic television motion pictures, other than those covered by Sideletter No. 5 to this Agreement, shall be paid not less than the applicable minimum wage rates as set forth in the Local 764 Feature and Television Production Agreement.

(d) Rates for New One-Half Hour Single Camera Dramatic Television Series and Non-Dramatic Series of Any Length, the Production of Which Commences On or After October 1, 2006

Employees employed under this Agreement in making digital recordings of new one-half hour single camera dramatic television series, or in making non-dramatic series of any length, the production of which commences on or after October 1, 2006, shall be paid in accordance with the terms of Sideletter No. 5 to this Agreement re "Special Conditions for New One-Half Hour Single Camera Dramatic Television Series and Non-Dramatic Series of Any Length, the Production of Which Commences On or After October 1, 2006."

(e) The parties confirm that any day worked by a Weekly Schedule employee in a partial workweek either before or after one (1) full week of employment may be prorated at the rate of one-fifth (1/5) of the weekly rate for each weekday.

15. WORK IN HIGHER CLASSIFICATION

Any employee who is assigned to perform work in a higher classification for any part of a day shall receive the higher rate of pay for the day. However, the provisions of this Article do not apply unless the employee is assigned to work in the higher classification for two (2) hours or more.

16. PAY-OFF REQUIREMENTS; WORK TIME; TIME CARDS

(a) The regular pay day will be on Thursday, holidays weeks excluded. An employee who is laid off and requests pay shall be paid at the time of layoff or the pay check shall be mailed within twenty-four (24) hours, excluding Saturdays, Sundays and holidays.

The regular pay day will be on Friday for employees working on distant location, provided that the Producer has made accommodations to allow employees to cash their pay checks on that day.

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

(c) The employee's starting and finishing time, rate changes, premiums and penalties, if any, shall be shown on the employee's time card. Any items changed after the time card is approved must be reviewed by the employee.

(d) The payroll week shall be from midnight Saturday to midnight Saturday.

17. WORKWEEK

- (a) The regular workweek of employees hereunder shall consist of any five (5) consecutive days out of seven (7) consecutive days, commencing with the first of such five (5) days. However, the five (5) consecutive day requirement shall not apply upon the commencement of any regularly-scheduled five-day-per-week shift. (For example, on starting a new shift, a schedule that provides for an employee to work on Monday and Tuesday, with Wednesday and Thursday as the regular days off, and is followed by work on Friday through the following Tuesday does not violate the five (5) consecutive days requirement.)
- (b) The guaranteed pay of weekly employees who absent themselves without the Producer's consent may be reduced one-fifth (1/5) of the weekly guarantee for each day of absence.
- (c) For the purpose of computing weekly overtime for employees not exempt from the Fair Labor Standards Act, as amended, at time and one-half (1½) for hours worked in excess of forty (40) straight time hours per week, the workweek shall be the same as the workweek defined in subparagraph (a) above.

18. WORKDAY

- (a) There shall be an eight (8) hour minimum call in the studio and on location.
- (b) The regular workday shall consist of eight (8) consecutive hours, exclusive of the first meal period.
- (c) The day of departure and the day of return shall be considered a distant location day.

(d) Work in excess of the regular workday shall be paid for at the overtime rates hereinafter specified.

(e) A workday starting on one calendar day and running into the next calendar day shall be credited to the first calendar day.

19. OVERTIME

Employees hereunder shall be paid overtime compensation as follows:

(a) Daily employees shall be paid at one and one-half (1½) times their Regular Basic Hourly Rate of pay for all work performed in excess of eight (8) straight time hours on any workday and/or in excess of forty (40) straight time hours in any workweek.

(b) Time and one-half shall be paid for the employee's sixth day of work within a workweek. Double time shall be paid for the employee's seventh day of work within a workweek. All employees are paid at their scheduled Regular Basic Hourly Rates. The minimum call is eight (8) hours.

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

If a weekly employee or a regularly-scheduled, five-day-per-week daily employee is required to work six (6) days in a workweek, the Producer shall make reasonable good faith efforts to schedule the employee to work on six (6) consecutive days. Any unresolved dispute as to whether the Producer has made such reasonable good faith efforts

shall be submitted to a designated representative of the Local Union and a designated representative of the Producer.

(c) The Producer shall give reasonable notice of change of shift (*e.g.*, from a Monday through Friday shift to a Tuesday through Saturday shift) to regularly-scheduled employees. In the event that the employee would receive fewer than two (2) days off in the workweek as a result of the shift change, the following alternative shall be available to “on production” employees: Once during the production of a covered motion picture, or in the case of episodic television, once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one week), the Producer may shift the workweek for employees working on production without incurring extra costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off in the prior workweek and/or by shifting a workweek commencing on a Tuesday to a workweek commencing on a Monday, provided that the intervening Sunday is a day off. Otherwise, the Producer must pay the employee appropriate premium pay if it requires the employee to work on the day(s) which would otherwise be the employee’s regularly-scheduled day(s) off.

(d) “Golden Hour” provisions are set forth in Article 23.

(e) Overtime shall be computed in six (6) minute segments.

(f) All time and one-quarter, all time and one-half, “not less than one and one-half (1½),” double time, Golden Hour pay and pay on the sixth day worked, the seventh day worked and holidays in excess of the Regular Basic Hourly Rate are paid as overtime compensation and shall not be compounded.

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

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

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

(j) Truck travel allowances, hazard pay and pay for call-back intervening time of less than four (4) hours shall be included as part of the Regular Basic Hourly Rate in computing overtime required by the Fair Labor Standards Act.

20. MINIMUM CALL

(a) The minimum call for all employees on any day shall be eight (8) hours, payable at the prevailing rate for the day.

The minimum call for key wardrobe “daily” employees shall be eight (8) hours. A “key” employee is one assigned to any regularly-appearing cast member (stars and regular supporting actors and “bit” players). For any “crowd” scenes (those using ten (10) or more additional persons), when additional wardrobe “daily” employees are employed, the minimum call for these “additional” employees shall be four (4) hours. Such employees shall receive six (6) hours pay for such four (4) hours. If such daily employees work beyond the fourth hour, they shall be paid not less than the eight (8) hour minimum call.

The minimum call shall be four (4) hours for employees employed on reality, informational and entertainment/magazine shows only under the following conditions:

(1) For regularly-scheduled daily and weekly employees assigned to such shows, the four (4) hour minimum call shall apply only on the sixth day worked in the employee’s workweek. For all other

employees (*i.e.*, those employees not regularly scheduled to work on the show for which they are called), the four (4) hour minimum call applies on any day.

(2) When the four (4) hour minimum call applies, the employee shall be paid for six (6) hours. If the employee works in excess of four (4) hours, the employee shall be paid a minimum of eight (8) hours.

On distant location for any day not worked, all employees are guaranteed a four (4) hour pay allowance at straight time (not work time) plus pension and health contributions for eight (8) hours and shall keep themselves in readiness to serve the Producer during such period.

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 Producer. A daily “on call” employee who reports for safety training shall be paid one-half (½) of the daily “on call” rate for each such day; a weekly “on call” employee shall be paid one-tenth (1/10) of the weekly “on call” rate for each such day.

If the training exceeds four (4) hours, then an eight (8) hour minimum call shall apply.

(b) Minimum calls for Weekly Schedule employees are guaranteed for all days within the employee’s five (5) consecutive day workweek, including holidays, during the period of employment.

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

(d) The parties hereby confirm the following: The guaranteed length of employment shall be daily or weekly. A guarantee for a longer

term shall be specifically set forth in writing. An employee may be replaced following completion of the guaranteed period of employment.

21. STUDIO ZONE DEFINITIONS AND WORKING CONDITIONS

(a) “Report to” Zone and Nearby Locations -- The following shall apply in the New York metropolitan area:

(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 location and shall end when dismissed at such studio or location.

(2) Nearby Locations

Any employee who is required to report to a nearby location (*i.e.*, a 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 location and return from such location to the perimeter of such 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 Street 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 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.

(3) A designated representative of the Company 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 Producer for resolution.

(b) Distant Locations

(1) A Distant Location is any workplace where the employee is lodged overnight.

(2) See Paragraph 26(g), “Traveling Expenses and Accommodations.”

(c) Reporting Within the Zone

As to an employee reporting to a designated site within the thirty (30) mile zone:

When this provision applies, if an employee reports for work outside a studio and within the thirty (30) mile zone, the “Golden Hour” pay rates will commence after twelve (12) elapsed hours pursuant to Article 23(a)(2).

22. MEAL PERIODS AND MEALS

The meal period provisions below apply to both “On Production” and “Off Production” employees.

(a) Meal periods shall be not less than one-half ($\frac{1}{2}$) hour nor more than one (1) hour in length. Not more than one meal period shall be deducted from work time for an employee during the minimum call. A second meal period may be deducted from work time for those employees who work in excess of the minimum call. The minimum guarantee of work time after an evening meal shall be one and one-half (1 $\frac{1}{2}$) hours. This guarantee does not apply when such meal is supplied at the Producer's expense.

(b) The employee's first meal period shall commence within six (6) hours following the time of first call for the day; succeeding meal periods for the same employee shall commence within six (6) hours after the end of the preceding meal period. A twelve (12) minute grace period may be called for production efficiency, prior to imposition of any meal penalty. Such grace period shall not be scheduled nor automatic nor is it intended for everyday use. The twelve (12) minute grace period may not be utilized when the meal period has been extended as permitted by subparagraph (c) below. An employee's first meal period shall commence no earlier than two (2) hours after such employee reports for work, except as provided in subparagraph (d) below.

The Producers and the IATSE agree that they will work with the Directors Guild of America in an effort to ensure that meal periods are called at the contractually-prescribed time for employees working on television motion pictures in a studio.

Upon the Local Union filing a claim that the Producer has violated the foregoing, it shall immediately notify the designated representative of the Producer. The Local Union and such representative of the Producer shall meet or confer in an attempt to resolve the dispute. In the event that no resolution is reached during such meeting or conference, the Local Union or the Producer may, within three (3) business days, request a hearing before a Special Committee consisting

of three (3) representatives designated by the Producer and three (3) representatives designated by the Local Union.

The Special Committee shall investigate the facts of the case and mediate the dispute. In the event that the Special Committee is unable, through mediation, to achieve a resolution satisfactory to all parties, then the Local Union may proceed to arbitration.

(c) The meal interval may be extended one-half ($\frac{1}{2}$) hour without penalty when used for wrapping up or to complete the camera scene in progress, until acceptable quality is achieved. Such extension shall not be scheduled nor automatic. In the case of Gang Bosses and/or other "Off Production" employees who normally overlap shifts, the meal interval will be extended not to exceed one-half ($\frac{1}{2}$) hour without penalty.

(d) If any member of the company after commencement of work time is given a reasonable hot breakfast, without deducting the time spent in eating (30 minutes) from work time, then the first meal may be six (6) hours after such breakfast, except that when such breakfast is given within one (1) hour of the general crew call (either before or after), the first meal for such employee shall be due at the same time as a meal is due for the general crew. The parties hereby confirm that the reference to "a reasonable hot breakfast" means a meal appropriate to the time of day.

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

(f) When an "Off Production" employee on a nearby location is required to work where convenient meal facilities are lacking, the Producer will furnish meals unless such employee is notified the night before reporting for work that the employee is to work where such

facilities are lacking. However, in no event shall such employee be required to furnish more than one meal per day.

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

(h) (1) Except as provided in subparagraph (2) below, the meal penalty for delayed meals 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 one-half (½) hour meal delay or fraction thereof.....	\$12.50

(2) The meal penalty 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 one-half (½) hour meal delay or fraction thereof.....	\$13.50

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

(i) As an alternative to the foregoing provisions of this Paragraph as they relate to “on production” employees, the Producer, at its option, may institute “French hours” on a daily basis for “on production” employees, with the approval of a majority of the IATSE-represented crew. An employee’s consent to the use of a “French hours” meal system shall not be a condition of employment.

In addition, the parties agree to the following clarification: Meals need not be provided to employees working at a studio. 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 thirty (30) mile report-to-zone (as defined in Article 8(a)). 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).

23. GOLDEN HOUR PROVISIONS

(a) (1) All time worked at a nearby location (as defined in Article 21(a)(2) of this Agreement) or distant location, including a combination of work in the same shift of work between a studio (as defined in Article 22(i) of this Agreement) and any of such locations in excess of fourteen (14) consecutive hours (including meal periods) from the time of reporting for work shall be Golden Hours and shall be paid for at the following rates:

- (i) For Daily Employees on the first five (5) consecutive days: Two (2) times the Regular Basic Hourly Rate.
- (ii) For Daily Employees on the sixth or seventh days: Three (3) times the Regular Basic Hourly Rate.
- (iii) For Weekly Employees during their regular workweek: Two (2) times the Regular Basic Hourly Rate.
- (iv) For Weekly Employees on a sixth or seventh consecutive day outside their regular workweek: Three (3) times the Regular Basic Hourly Rate.
- (v) For Daily or Weekly Employees on holidays: Four (4) times the Regular Basic Hourly Rate.

(2) In a shift of work all of which occurs solely on the premises in a studio (as defined in Article 22(i) of this Agreement) or within the thirty (30) mile zone (as defined in Article 21(a)(1) of this Agreement), all time worked in excess of twelve (12) consecutive hours (including meal periods) from the time of reporting for work shall be Golden Hours and shall be paid for at the following rates:

- (i) For Daily Employees on the first five (5) consecutive days: Two (2) times the Regular Basic Hourly Rate.
- (ii) For Daily Employees on the sixth or seventh days: Three (3) times the Regular Basic Hourly Rate.
- (iii) For Weekly Employees during their regular workweek: Two (2) times the Regular Basic Hourly Rate.

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

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

(3) For “on production” employees only who are employed on television productions and whose shift of work occurs solely on the premises in a studio (as defined in Article 22(i) of this Agreement), or at a location within the thirty (30) mile zone (as defined in Article 21(a)(1) of this Agreement), or at a nearby location (as defined in Article 21(a)(2) of this Agreement), or at a combination of a studio and a location within the thirty (30) mile zone and/or nearby location, Golden Hours as provided in subparagraphs (1) and (2) above and in Article 21(c) shall be based on hours worked, rather than elapsed. For example, if such an employee works solely at a studio, all time worked in excess of twelve (12) work hours shall be Golden Hours and shall be paid for in accordance with subparagraph (2) above.

(b) Once an employee is on Golden Hours, all work time thereafter (including meal periods but excluding interruptions as defined below) shall be paid for at the applicable Golden Hour rate until the employee shall have received a rest period of not less than eight (8) consecutive hours. (Deductible meal periods shall not be included in work time which is to be paid for at the applicable Golden Hour rate for “on production” employees employed on television productions whose shift of work occurs solely on the premises in a studio, at a location within the thirty (30) mile zone at a nearby location, or at a combination of a studio and a location within the thirty (30) mile zone and/or nearby location.)

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

WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK TO WORK IS LESS THAN FOUR (4) HOURS	WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK TO WORK IS BETWEEN FOUR (4) HOURS AND EIGHT (8) HOURS	WHEN INTERVENING TIME BETWEEN DISMISSAL AND CALL-BACK IS EIGHT (8) OR MORE HOURS
(Work Time)	(Interruption)	(Full Rest Period)
Intervening time is work time and is added to previous and subsequent work time.	Intervening time is not work time, but previous and subsequent work time are added together to determine (1) and (2) above.	Intervening time breaks accumulation of hours toward the Golden Hour point and stops Golden Hours if once begun.

(d) Compensation for Golden Hours shall be used only to pay for Golden Hours and shall supersede and replace any other compensation for work time during Golden Hours; however, when other guarantees are in effect during Golden Hours, there shall be no compounding of pay computation. In such event, any portion of Golden Hour pay may be applied to fulfill such other guarantees.

(e) Additional Golden Hour Provisions on Distant Location

Travel time shall be used in the computation of Golden Hours as follows:

(1) If travel time, with other than truck transportation, added to recesses (if any) immediately before and after such travel, totals less than eight (8) hours, such interval shall be considered an "interruption," but if such interval equals eight (8) or more hours, it shall be considered a "full rest period."

- (2) Travel time, with truck transportation, is work time.
- (3) In addition, subparagraphs (b), (c) and (d), above, shall apply.

24. CHANGE AND CANCELLATION OF CALLS

- (a) If, at the time of a call, the employee called is not on the employer's payroll, such call may not be cancelled.
- (b) Calls for weekly employees for a sixth or seventh day in the employee's workweek may be cancelled before 8:00 p.m. on the day preceding the day of the call.
- (c) The employee and the Local Union shall be notified of layoff and/or work call at the earliest time reasonably possible.
- (d) Calls may be changed or cancelled if made: (1) before 8:00 p.m. of the day preceding the call; or (2) with six (6) hours notice on the day of the call, provided such notice is given after 7:00 a.m. on the day of the call.
- (e) Notwithstanding the foregoing, the Producer 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 to employees prior to their dismissal for the day and to persons not on payroll up to twelve (12) hours before their call time (even if a call has previously been given). The Employer shall provide notice to Local 764 upon the issuance of a "weather-permitting" call. Inadvertent failure to provide notice to the Union is not subject to grievance and arbitration. The Employer may cancel a "weather-permitting" call up to four (4) hours prior to the call time.

An employee who is notified not to report to work shall be paid four (4) hours of pay at straight time, and the Employer shall contribute one-third ($\frac{1}{3}$) of the amount due under Article 31 to the Pension Fund of Wardrobe Local 764, the IATSE National Health and Welfare Fund Plan C and the Annuity Fund of Wardrobe Local 764; however, if the notification is untimely, the employee shall be paid for an eight (8) hour minimum call.

Hours paid for a cancelled “weather-permitting” call shall not be counted for purposes of calculating overtime.

Local 764 agrees that it will not unreasonably deny a request by the Producer to issue a “weather-permitting” call under this Article 24(e) for other weather conditions.

25. REST PERIODS

(a) Daily Rest Period

Rest periods following dismissal shall be eight (8) hours for work within the studio; ten (10) hours for report-to assignments outside a studio, but within the thirty (30) mile zone; and nine (9) hours for work on a nearby location or when transported from a studio to a location within the thirty (30) mile zone.

Intervening time of less than four (4) hours between dismissal and call-back to work shall be work time; intervening time of four (4) or more hours shall not be work time. When intervening time is less than four (4) hours, such time may be applied as part of the “call-back” guarantees below. All employees are paid at their scheduled Regular Basic Hourly Rates as provided in Article 14.

Minimum Guarantees for “Call-backs” Within Eight (8) Hours of Dismissal		
Classification	Weekdays	Sixth or Seventh Day Worked in an Employee’s Workweek and Holidays*
Daily Employees	4 hours at time and one-half; time and one-half thereafter	3 hours at double time; double time thereafter
Weekly Employees	$\frac{1}{2}$ minimum call	$\frac{1}{2}$ minimum call

* The above “call-back” guarantees do not apply when employee reports to work on such days within eight (8) hours of time of dismissal from work starting on the previous day. In such event, the “call-back” guarantee is the minimum call in hours as scheduled in Article 20.

By way of clarification, the parties agree that forced calls are triggered by time worked, rather than by time paid.

(b) Weekend Rest Period²

The following provisions apply to employees employed on a motion picture, program, part of a mini-series or episodes of a series which commences principal photography on or after December 25, 2022.

² If the production’s first workweek is a partial workweek, the weekend rest period shall apply as if it were a full workweek.

(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

(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 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 Article 25(a) above.

(6) The penalty for invasion of the rest period as provided herein shall be payment of additional straight time for all invaded hours.

26. TRAVEL TIME, WORK AND TRAVEL CONDITIONS, PAY PROVISIONS AND HAZARDOUS PAY

- (a) For any day of the week (including holidays) on which an employee travels only, the employee shall receive an allowance of four (4) hours of pay at straight time, or pay for time actually traveled, whichever is greater, but in no event more than eight (8) hours of pay at straight time.
- (b) No clause.
- (c) Travel-and-Work or Work-and-Travel

Travel time within the minimum call shall be paid for as work time and computed towards the commencement of Golden Hours, but shall not be paid for at the Golden Hour rate. Minimum calls are as provided in Article 20; provided, however, a minimum call is not applicable when the day of return from a distant location is on a day that would otherwise be the sixth or seventh day worked in the employee's workweek and the employee is dismissed prior to 8:01 a.m. of such day. If travel time occurs outside the minimum call, it shall be deemed to be "work time," but shall not be used in determining the commencement of Golden Hours. However, travel time occurring outside the minimum call and between the hours of 6:00 p.m. and 6:00 a.m., when sleeping accommodations are provided, shall not be deemed to be travel time or work time.

For example:

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

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

(d) Other Travel Provisions

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

(2) Local Travel Time

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

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

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

(f) Travel Insurance

The Producer shall provide accidental death insurance in a sum not less than two hundred thousand dollars (\$200,000) for the benefit of the employee's designated beneficiary when the employee is required to travel at the request of the Producer in transportation furnished by the Producer.

Employees shall be permitted to fill out a form specifying a beneficiary. Such form shall be filed with the designated representative of the Producer. The Producer shall send the travel beneficiary card to the employee's place of hire.

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

(g) Traveling Expenses and Accommodations

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

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

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

(h) Truck Travel

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

(i) Hazardous Work

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

(j) Allowances for Hazardous Work

The following allowances shall be paid for hazardous work:

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

(2) Any employee designated by Producer to work completely under water using a diving mask, air helmet or diving suit, including skin diving, will be paid a bonus of twenty-five percent (25%) of the employee's rate in effect at the time of such performance, except when the total time required by the employee to perform such work, including diving, is less than one (1) hour. The provisions of Article 15 shall apply when such work is one (1) hour or more.

(3) Any employee designated and required by Producer to dive to a depth of fifteen (15) feet or more in water using a diving mask, air helmet or diving suit, including skin diving, will be paid an allowance of sixty dollars (\$60.00) for each dive, with a maximum payment in a single shift of one hundred eighty dollars (\$180.00). Such allowance shall supersede and replace the twenty-five percent (25%) bonus referred to in subparagraph (2) above.

27. REST PERIODS (Distant Location)

(a) Daily Rest Period

Rest periods following dismissal shall be eight (8) hours on distant location.

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

Minimum Guarantees For "Call-backs" During Rest Periods Following Dismissal		
Classification	Weekdays	Sixth or Seventh Day Worked in an Employee's Workweek and Holidays*
Daily Employees	4 hours at time and one-half; time and one-half thereafter	3 hours at double time; double time thereafter
Weekly Employees	½ minimum call	½ minimum call

* The above "call-back" guarantees for the sixth or seventh day worked in an employee's workweek or holiday do not apply when employee

reports to work on such days within the appropriate rest period following dismissal from work starting on the previous day. In such event, the “call-back” guarantee is the minimum call in hours as specified in Article 14.

By way of clarification, the parties agree that forced calls are triggered by time worked, rather than by time paid.

(b) Weekend Rest Period

Article 25(b) shall apply on distant location, except that measurement of the weekend rest period for employees on distant location shall be “set-to-set,” or if the employee is not employed on a set, worksite-to-worksit.

28. HOLIDAYS

(a) Work time on holidays shall be subject to night premiums. Minimum calls are as specified in Article 20.

(b) New Year’s Day, Presidents’ Day (third Monday in February), Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day shall be recognized as holidays. Effective January 1, 2023, Martin Luther King Jr. Day shall also be recognized as a holiday.

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

(c) Provisions for Holidays not Worked

Daily Employees

Effective in the period January 1, 2022 to and including December 31, 2022, a Daily Schedule employee shall receive 3.719% of such employee's annual straight work time earnings, including night premiums, as payment for holidays not worked. Effective in the period January 1, 2023 to and including December 31, 2023 and in the period January 1, 2024 to and including December 31, 2024, a Daily Schedule employee shall receive 4% of such employee's annual straight work time earnings, including night premiums, as payment for holidays not worked. Pay at straight time only for unworked holidays paid to Daily Schedule employees during distant location employment shall be offset against such employee's annual holiday compensation, computed as above.

(d) Provisions for Holidays Worked

For holidays worked, employee shall receive double the Regular Basic Hourly Rate.

(e) Weekly Schedule Employees

The total amount of salary paid in the period January 1, 2022 to and including December 31, 2022 to a Weekly Schedule employee hereunder for recognized holidays not worked shall be offset against an amount equal to 3.719% of such employee's accumulated weekly schedule earnings within the same period. The employee shall be paid the amount by which such 3.719% computation exceeds the amount of holiday pay such employee has received for such period for holidays not worked.

The total amount of salary paid in the period January 1, 2023 to and including December 31, 2023 and in the period January 1, 2024 to and including December 31, 2024 to a Weekly Schedule employee hereunder for recognized holidays not worked shall be offset against an amount equal to 4% of such employee's accumulated weekly schedule earnings within the same period. The employee shall be paid the amount by which such 4% computation exceeds the amount of holiday pay such employee has received for such period for holidays not worked.

The foregoing shall be subject to the following provisions:

(1) A day's holiday pay shall be considered as one-fifth (1/5) of such weekly schedule rate of pay.

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

(3) Additional holiday pay due hereunder shall be payable upon request to the employee after March 15 of the year subsequent to the calendar year in which such pay is earned.

(4) The applicable percentage computation described under this subparagraph shall not be applicable to any employee hereunder for any calendar year in which the employee is paid for nine (9) (ten (10) effective January 1, 2023) recognized holidays not worked.

(f) Presentation of Claim For Holiday Pay

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

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

(i) With respect to employees on layoff:

(A) On or after March 15 of the year following the calendar year in which holiday pay was earned, the Producer shall either:

(1) mail or deliver the vacation and/or holiday pay to such employee; or

(2) notify each such employee that the employee should claim vacation and/or holiday pay pursuant to the provisions of this Agreement.

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

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

(D) If the Local Union is unable, within thirty (30) days following its receipt of the notice referred to in subparagraph

(f)(2)(i)(B) above, to locate such employee(s), the Local Union shall so advise the Producer and return any unclaimed check(s) to the Producer.

(E) On or about March 15 of the second calendar year following the year in which holiday and/or vacation pay was earned (“the second calendar year”), employees who have not claimed their vacation and/or holiday pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Pension Fund of Wardrobe Local 764. On or about May 15 of the second calendar year, Producer will furnish to the Local Union a list showing the names of those employees who have not claimed vacation and/or holiday pay and the amount of vacation and/or holiday pay due to each, together with a notice that unless claimed by July 15, such holiday and/or vacation pay will be sent to the Pension Fund of Wardrobe Local 764.

(F) On or about July 15 of the second calendar year, unclaimed vacation and/or holiday pay will be contributed to the Pension Fund of Wardrobe Local 764 and credited to the appropriate employee pension plan account. Money so contributed shall not be returned to the employee and shall fully discharge the Producer’s and the Local Union’s obligations hereunder to the employee with respect to the payment of vacation and/or holiday pay.

(ii) With respect to employees on payroll:

(A) On or after March 15 of the year following the calendar year in which vacation and/or holiday pay was earned, the Producer shall either:

(1) mail or deliver the vacation and/or holiday pay to such employee; or

(2) notify each such employee that the employee should request holiday pay pursuant to the provisions of this Agreement and schedule vacation according to this Agreement.

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

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

(D) On or about March 15 of the second calendar year, employees who have not claimed their vacation and/or holiday pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Pension Fund of Wardrobe Local 764. On or about May 15 of the second calendar year, Producer will furnish to the Local Union a list showing the names of those employees who have not claimed vacation and/or holiday pay and the amount of vacation and/or holiday pay due to each, together with a notice that unless claimed by July 15, such holiday and/or vacation pay will be sent to the Pension Fund of Wardrobe Local 764.

(E) On or about July 15 of the second calendar year, unclaimed vacation and/or holiday pay will be contributed to the Pension Fund of Wardrobe Local 764 and credited to the appropriate employee pension plan account. Money so contributed shall not be returned to the employee and shall fully discharge the Producer's and Local Union's obligations hereunder with respect to the payment of vacation and/or holiday pay.

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

29. VACATIONS

Vacations with pay will be allowed as hereinafter provided.

(a) Daily Schedule Employees

(1) Vacation pay for a person employed solely under a Daily Schedule shall be computed at the rate of four percent (4%) of total annual earnings for those hours worked at straight time, including hours worked on night rates and night premiums at straight time, during the employee's personal income tax reporting year.

(2) Employees must actually take time off from work for paid vacations in accordance with the following schedule:

For Daily Schedule Employees	
Straight time hours worked in preceding year:	Straight time working days required to be taken off:
1,928.0 and over	10
Between 1,734.4 and 1,927.9 (inclusive)	9
Between 1,540.8 and 1,734.3 (inclusive)	8
Between 1,347.2 and 1,540.7 (inclusive)	7
Between 1,153.6 and 1,347.1 (inclusive)	6
Between 960.0 and 1,153.5 (inclusive)	5
Between 766.4 and 959.9 (inclusive)	4
Between 572.8 and 766.3 (inclusive)	3
Between 379.2 and 572.7 (inclusive)	2
Between 185.6 and 379.1 (inclusive)	1
Between 185.5 and less (inclusive)	0

Employees with 50% Additional Vacation Pay (See (e) below)

Straight time hours worked in preceding year:	Straight time working days required to be taken off:
1,888.0 and over	15
Between 1,761.6 and 1,887.9 (inclusive)	14
Between 1,635.2 and 1,761.5 (inclusive)	13
Between 1,508.8 and 1,635.1 (inclusive)	12
Between 1,382.4 and 1,508.7 (inclusive)	11
Between 1,256.0 and 1,382.3 (inclusive)	10
Between 1,129.6 and 1,255.9 (inclusive)	9
Between 1,003.2 and 1,129.5 (inclusive)	8
Between 876.8 and 1,003.1 (inclusive)	7
Between 750.4 and 876.7 (inclusive)	6
Between 624.0 and 750.3 (inclusive)	5
Between 497.6 and 623.9 (inclusive)	4
Between 371.2 and 497.5 (inclusive)	3
Between 244.8 and 371.1 (inclusive)	2
Between 118.4 and 244.7 (inclusive)	1
Between 118.3 and under (inclusive)	0

(b) Weekly Employees (including combinations of Weekly and Daily Schedule employment):

*Days Worked in Regular Workweek During Preceding Year	Days of Vacation with Pay in Succeeding Year
Over 200	10
Between 181 and 200	9
Between 161 and 180	8
Between 141 and 160	7
Between 121 and 140	6
Between 101 and 120	5
Between 81 and 100	4
Between 61 and 80	3
Between 41 and 60	2
Between 21 and 40	1
**20 and under	0

*Excluding sixth or seventh consecutive days outside the regular workweek.

**Employees who do not qualify for a day's vacation pay under this provision shall be paid vacation pay as follows:

Daily Schedule Employment: 4% of straight time earnings including hours worked on night premiums at straight time.

Weekly Schedule Employment: 4% of guaranteed weekly earnings.

(c) To determine, for vacation purposes, the number of days worked in any workweek, the following formulae shall be used:

(1) Daily Schedule Employees (who also worked under a weekly schedule in the preceding year):

$$\frac{5}{40} \times \text{Total hours worked at straight time (including 40 hours worked on weekday night premiums) to a maximum of forty (40) hours.}$$

(2) Weekly Employees:

Days worked are equal to the number of weekday minimum calls paid for, subject to the provisions of Article 29(b)*, above.

(d) To determine, for vacation purposes, the rate at which each vacation day shall be paid, the following formulae shall be used:

(1) Daily Schedule Employees (who also worked under a weekly schedule in the preceding year): One (1) day is equal to eight (8) hours average pay at straight time.

(2) Weekly Schedule Employees: One (1) day is equal to one-fifth (1/5) of average weekly earnings, limited each week to the hours specified under the employee's weekly wage schedule.

(3) Rates of pay shall be those in effect during the year in which the vacation is earned ("preceding year").

(e) Additional Vacation Provisions

The following additional vacation provisions shall apply to Weekly or Daily Schedule employees who meet the necessary eligibility qualifications:

(1) Eligibility Requirements

Eligible employees shall be those employees who actually worked for Producer for eight (8) consecutive "eligible" years, with an aggregate of not less than 1,600 "straight time" days worked with Producer in such eight (8) years.

As used in this provision, the term "year" shall mean the employee's personal income tax earnings year (also hereinafter referred to as "tax year"); the term "eligible year" shall mean a tax year in which the employee worked one hundred (100) or more "straight time" days for Producer; for weekly schedule employees, the term "straight time" days shall be deemed to include distant location Saturdays.

Any tax year in which the employee actually works less than one hundred (100) "straight time" days for Producer shall be excluded in computing the required eight (8) "eligible" tax years, and the "straight time" days worked in such year shall not be counted in computing the required aggregate of 1,600 "straight time" days to be worked in such eight (8) tax years.

Employees who fail to work more than one hundred (100) "straight time" days for such employer in each of any two (2) consecutive tax years shall, at the end of such second year, be considered new employees hereunder with no previous employment credit with Producer for the purpose of establishing the above eligibility requirements. Provided, however, that in determining such two (2)

consecutive years, no year shall be included (and the “straight time” days worked in such year shall not be counted for any eligibility purposes hereunder) in which the employee could not work one hundred (100) “straight time” days for Producer due to either or both of the following:

- (i) The period of recorded leaves of absence granted by Producer;
- (ii) For the period during which the employee was absent and physically unable to work for Producer solely as a result of an “industrial accident” occurring to such employee while employed by Producer.

(2) Vacation Days and Pay

Such weekly or daily employees who become eligible on or after the date hereof, as above provided, shall, beginning with the date they so become eligible, earn with Producer fifty percent (50%) more in vacation time and money based upon the applicable weekly or daily employee³ vacation schedule set forth above; any such employee shall be limited to earning a maximum of only fifteen (15) days vacation per year. Provided, that for the remainder of any such tax year in which such an employee becomes eligible, the employee shall only earn additional vacation time and money, as above provided, based solely on the “straight time” days the employee worked for Producer after the employee so became eligible and within the remaining portion of each year, to be computed separate and apart at the rate of one-half of the vacation benefit specified under the above applicable daily or weekly vacation schedule.

³ Vacation pay for such employee employed solely under a daily schedule shall be computed at the rate of 6.2762% instead of 4% as set forth in subparagraph (a)(1), above, of this Article 29.

(3) Loss of Eligibility

Employees who become eligible, as above provided, but who thereafter either resign from employment with Producer or fail to work for Producer more than one hundred fifty (150) "straight time" days in any one tax year shall, as of the last day of such tax year or, in the case of resignation, the date of such resignation, lose such eligibility and right to earn the additional vacation days and pay above provided; in such event, they shall thereupon be considered new employees hereunder with no previous employment credit with Producer for the purpose of subsequently establishing the above eligibility requirements.

In determining whether any employee loses eligibility for failure to work for Producer more than one hundred fifty (150) "straight time" days in a tax year, as above provided, no such year shall be counted for this purpose in which the employee could not work at least one hundred fifty-one (151) "straight time" days for Producer due to either or both of the following:

(i) The period of recorded leaves of absence granted such employee by Producer;

(ii) The period during which such employee was absent and physically unable to work for Producer solely as a result of an "industrial accident" occurring to the employee while employed by Producer.

(4) Eligibility Credit

For the purposes of determining "eligible" years and "loss of eligibility" only, as above provided, employees who leave the employ of Producer to perform military service and who remain in the Armed Forces of the United States in accordance with the applicable National Selective Service Act (or other subsequently enacted

comparable national legislation then in effect pertaining to such service), shall be credited as having worked for Producer the number of applicable days the employee would normally have been employed by Producer for "straight time" days in each workweek of the period of such service.

(f) Daily and Weekly Schedule Employees

(1) Vacations are earned in one personal income tax earnings year and are paid for in the succeeding calendar year.

(2) Vacations shall not be cumulative between calendar years and shall be taken at times approved by the Producer.

(3) Sixth or seventh days in the employee's workweek (for daily employees), days outside the regular workweek of weekly employees and holidays occurring during vacation periods are not counted as days granted.

(4) When any portion of the vacation period is less than a full payroll week by mutual agreement between the Producer and the employee, the Producer may grant leave of absence without pay for the remaining fractional portion of the payroll week.

(5) Eligible employees who are no longer employed at the beginning of the calendar year in which their vacation pay for the preceding year is payable may obtain such vacation pay at any time subsequent to March 15 by notifying the Producer of their desire to obtain such vacation pay. Such notice shall set forth a date on or subsequent to the date of notice for the commencement of the period to which such vacation pay shall apply. The designation of such commencement date shall be at the sole discretion of such employees, and the Producer agrees to pay such employees the vacation pay due on

or prior to such commencement date, but in no event shall the Producer be obligated to make such payment prior to March 15.

(6) In the event of a layoff, an employee eligible for vacation shall not be required to take vacation at time of layoff.

(7) Each eligible employee shall, if so desired, submit to the employee's department head, prior to June 1st, three (3) vacation dates in order of preference. In the event that none of the three (3) preferential dates is granted, the department head may establish date of vacation if conditions permit. However, the department head shall give any such employee not less than one (1) week's notice as to date of vacation unless, upon the request of the employee, it is otherwise mutually agreed. Employees who do not submit preferential dates shall receive vacations on dates subject to the discretion of the department head.

(8) Producer shall pay an eligible employee the vacation pay check not later than noon of the pay day preceding the commencement day of the employee's vacation, provided the employee has made a request to Producer for such vacation check at least one week prior to such pay day preceding the commencement of such vacation.

(9) If a successor company buys out Producer and continues the operation of Producer's studio, and if the buying company continues the employment at the studio of an employee of Producer, such employee shall retain with the buying company the employee's appropriate vacation pay experience credit accrued with the selling company. If such employee is not so continued in employment by the buying company, then only Producer is responsible for any vacation pay due the employee at the time of the employee's termination. If such employee is offered employment by the buying company, but elects not

to continue employment with the buying company, the employee shall be entitled to the employee's accrued vacation pay from Producer.

(10) Presentation of Claim for Holiday and/or Vacation Pay

(i) Producers that currently pay for vacations and/or holidays on a weekly basis shall continue to adhere to their existing practice. Producers that currently pay for vacations and/or holidays pursuant to subparagraph (f)(10)(ii) below may instead elect on a production-by-production basis to pay on a weekly basis.

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

(A) With respect to employees on layoff:

(1) On or after March 15 of the year following the calendar year on which vacation and/or holiday pay was earned, the Producer shall either:

(a) mail or deliver to such employee the vacation and/or holiday pay; or

(b) notify each such employee that the employee should claim vacation and/or holiday pay pursuant to the provisions of this Agreement.

(2) In the event the Producer mails the employee's vacation and/or holiday paycheck and it is returned or if the employee fails, within thirty (30) days following the date of mailing of the notice referred to in subparagraph (f)(10)(ii)(A)(1)(b) above, to claim the vacation and/or holiday pay, the Producer shall notify the Local Union of the names of those employees who have not claimed

vacation and/or holiday pay. In the case of employees whose checks were returned, the Producers shall also forward the returned check(s) to the Local Union.

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

(4) If the Local Union is unable, within thirty (30) days following its receipt of the notice referred to in subparagraph (f)(10)(ii)(A)(2) above, to locate such employee(s), the Local Union shall so advise the Producer and return any unclaimed check(s) to the Producer.

(5) On or about March 15 of the second calendar year following the year in which holiday and/or vacation pay was earned ("the second calendar year"), employees who have not claimed their vacation and/or holiday pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Pension Fund of Wardrobe Local 764. On or about May 15 of the second calendar year, Producer will furnish to the Local Union a list showing the names of those employees who have not claimed vacation and/or holiday pay and the amount of vacation and/or holiday pay due to each, together with a notice that unless claimed by July 15, such holiday and/or vacation pay will be sent to the Pension Fund of Wardrobe Local 764.

(6) On or about July 15 of the second calendar year, unclaimed vacation and/or holiday pay will be contributed to the Pension Fund of Wardrobe Local 764 and credited to the appropriate employee pension plan account. Money so contributed shall not be returned to the employee and shall fully discharge the Producer's

and the Local Union's obligations hereunder to the employee with respect to the payment of vacation and/or holiday pay.

(B) With respect to employees on payroll:

(1) On or after March 15 of the year following the calendar year in which vacation and/or holiday pay was earned, the Producer shall either:

(a) mail or deliver to such employee the vacation and/or holiday pay; or

(b) notify each such employee that the employee should request holiday pay pursuant to the provisions of this Agreement and schedule any vacation according to this Agreement.

(2) In the event the employee fails to request such holiday pay and/or to schedule vacation within thirty (30) days after the date of mailing of the notice referred to in subparagraph (f)(10)(ii)(B)(1)(b) above, the Producer shall notify the Local Union of the names of those employees who have not claimed such pay and/or scheduled their vacation.

(3) The Local Union shall, within thirty (30) days after receipt of the notice referred to in subparagraph (f)(10)(ii)(B)(2) above, endeavor to notify the employee and advise the employee to claim holiday pay and to schedule vacation.

(4) On or about March 15 of the second calendar year, employees who have not claimed their vacation and/or holiday pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Pension Fund of Wardrobe Local 764. On or about May 15 of the second calendar year, Producer will furnish to the Local Union a list showing the names of those employees who have

not claimed vacation and/or holiday pay and the amount of vacation and/or holiday pay due to each, together with a notice that unless claimed by July 15, such holiday and/or vacation pay will be sent to the Pension Fund of Wardrobe Local 764.

(5) On or about July 15 of the second calendar year, unclaimed vacation and/or holiday pay will be contributed to the Pension Fund of Wardrobe Local 764 and credited to the appropriate employee pension plan account. Money so contributed shall not be returned to the employee and shall fully discharge the Producer's and Local Union's obligations hereunder with respect to the payment of vacation and/or holiday pay.

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

30. SEVERANCE PAY

(a) Employees employed by Producer shall receive the severance pay set forth below if they have worked the necessary qualified years for the Producer as follows:

Number of Consecutive Qualified Years Employee Already Has on the Date of Severance	Not Offered Employment Within Following Number of Elapsed Days After Severance Occurs	Maximum Number of Weeks of Severance Pay
1-2	90	1
3-4	90	2
5-8	90	3
9	90	4

(continued)

(continued)

Number of Consecutive Qualified Years Employee Already Has on the Date of Severance	Not Offered Employment Within Following Number of Elapsed Days After Severance Occurs	Maximum Number of Weeks of Severance Pay
10	270*	5
11-12	270*	6
13-14	270*	7
15	270*	8
16	270*	9
17	270*	10
18	270*	11
19	270*	12
20	270*	13

(b) The rate at which severance pay is payable shall be determined in the same manner as the rate at which vacation pay is determined under the vacation pay provisions of this Agreement; provided, however, that the base period used in computing the employee's average earnings shall, for the purpose of severance pay, be based on the twelve (12) consecutive month period ending on the date of severance, instead of the employee's personal income tax earnings year used in computing vacation pay.

(c) A "year period" shall be a period of three hundred sixty-five (365) consecutive calendar days, unless extended as herein provided, with such period to commence with the date the employment is terminated and computed backward in retrospect upon the prior employment record with Producer, but in no event earlier than May 1,

* If the employee is not offered comparable employment within ninety (90) days elapsed time after severance occurs, two (2) weeks of accrued severance pay shall be payable. If the employee is not offered comparable employment within two hundred seventy (270) elapsed days time after severance occurs, the unpaid balance of the total accrued severance pay shall be payable.

2003. A “qualified year” shall be such a year period in which employee actually works two hundred (200) days hereunder for Producer. If such employee has less than two (2) such consecutive “qualified” years, then the employee shall be deemed to have a single “qualified” year only if the employee actually works hereunder for Producer for: (1) one or more days during the first six (6) months of the eighteen (18) month period immediately prior to the date the employee’s employment is terminated and, also (2) two hundred (200) days during the period of three hundred sixty-five (365) consecutive calendar days immediately preceding the date the employee’s employment is terminated.

(1) In computing qualified years, if the employee actually worked one or more but less than two hundred (200) days hereunder for Producer in any respective year period, then such year period shall not be counted, but shall be bridged in computing “consecutive qualified years.” However, in no event shall qualified years be counted prior to the most recent termination in employment after which such employee was re-employed by Producer as a new employee as herein defined.

(2) If an employee on the date of the severance of employment hereunder with Producer after the date hereof would otherwise have had one (1), two (2), three (3) or four (4) consecutive “qualified years” with Producer, but had received severance pay either before or after the date hereof, then, for these purposes, the employee shall be deemed to be a new employee after such payment and the applicable consecutive qualified years shall be based and computed only upon employment with Producer after becoming a new employee.

If an employee on the date of the severance of employment hereunder with Producer after the date hereof would otherwise already have had five (5) or more consecutive “qualified years” with Producer, the employee shall be entitled to the total number of weeks of severance pay as provided in subparagraph (a) above, less an “offset” in the number of days or weeks of any severance pay the

employee received from Producer before the date hereof in connection with employment which is considered in the computation of such qualified years or with "bridged" years. This "offset" shall apply towards the payment due after each respective ninety (90) days, and also to the total number of weeks of severance pay accrued as referred to above. In this instance, payment by Producer of full severance pay to employee prior to the date hereof shall not break the employee's employment with such Producer for purposes of computing consecutive qualified years hereunder.

(3) Any severance pay paid to an employee after the date hereof under this Agreement shall correspondingly reduce the total number of weeks of severance pay to which the employee is entitled. An employee who receives or has received full severance pay hereunder after the date hereof shall be considered to be a new employee thereafter for the purpose of this provision.

(d) If the employee has refused an offer of comparable employment from the Producer or was not available when called for work by Producer within the ninety (90) day period or two hundred seventy (270) day period, as the case may be, as provided in subparagraph (a) above, or was dismissed for cause, or if the employee voluntarily resigns or is laid off as a result of physical incapacity, epidemic, fire, action of the elements, strike, walkouts, labor disputes, governmental order, court order or order of any other legally constituted body, act of God, public enemy, war, riot, civil commotion, or for any other cause or causes beyond the control of the Producer, whether of the same or any other nature, the employee shall not be entitled to any severance pay. If the employee was not available when called for work by Producer as above provided, then Producer, as soon as practical, shall notify the Union that such call was placed and that the employee was not available.

With respect to call-backs after layoffs for severance pay, it is recognized that in certain circumstances it may be difficult for an individual to accept a call immediately when currently employed at another studio. It is further recognized that in certain circumstances it may be difficult for the employee, as well as a hardship to the studio where the employee is then employed, to be required to accept a call immediately without any notice to the present employer.

It is believed that in the great majority of cases reasonable consideration should be given so that the employee will not lose severance pay credits. To this end, it is the intent of the parties hereto that if an employee who has qualified for severance pay has been laid off by a studio and, within the ninety-day period referred to, such studio recalls the employee at a time when such employee is unable to accept such recall because of other employment in the motion picture industry, then such ninety-day period shall be extended by a period equivalent to the period of employment for which the employee was being recalled, but in no event to exceed twenty (20) days. In the event that such employee is again recalled by the studio within the ninety-day period, as extended, and does not accept such recall because of other employment in the motion picture industry, or for any other reason, except as otherwise herein provided, then such employee shall lose qualification for severance pay and, in the event the employee is subsequently rehired by Producer, then such rehire shall be as a new employee for purposes hereunder.

In the event the employee is unavailable to accept such recall because of employment outside the motion picture industry at the time of such recall, the employee shall have a maximum of two (2) days after the day of such recall to accept and, if the employee fails to do so, then such employee shall lose qualification for severance pay and, in the event such employee is subsequently rehired by Producer, then such rehire shall be as a new employee for purposes hereunder.

(e) The employment year will be extended by the length of any authorized “leave of absence without pay.”

(f) This Article does not apply to employees who are dismissed or not re-employed due to seniority requirements.

(g) If a successor company buys out Producer and continues the operation of Producer’s studio, and if the buying company continues the employment at the studio of an employee of Producer, such employee shall retain with the buying company appropriate severance pay experience credit accrued with Producer and the employee’s employment shall not be considered to be terminated for severance pay purposes.

If such employee is not so continued in employment by the buying company, then Producer is responsible for any severance pay due the employee at the time of termination.

If such employee is offered employment by the buying company, but elects not to continue employment with the buying company, the employee shall not be entitled to any severance pay from either Producer or buying company.

31. EMPLOYER CONTRIBUTIONS

(a) Effective October 2, 2022, for employees employed under this Agreement, the Producer shall be required to make an aggregate contribution of \$143.00 per day (of which \$25.00 shall be allocated to the Local 764 Pension Fund, \$90.50 to the IATSE National Health and Welfare Fund and \$27.50 to the Local 764 Annuity Fund).

Effective October 1, 2023, for employees employed under this Agreement, the Producer shall be required to make an aggregate

contribution of \$149.00 per day (of which \$25.00 shall be allocated to the Local 764 Pension Fund, \$96.50 to the IATSE National Health and Welfare Fund and \$27.50 to the Local 764 Annuity Fund).

Effective September 29, 2024, for employees employed under this Agreement, the Producer shall be required to make an aggregate contribution of \$156.00 per day (of which \$27.00 shall be allocated to the Local 764 Pension Fund, \$101.50 to the IATSE National Health and Welfare Fund and \$27.50 to the Local 764 Annuity Fund).

The total contribution rates effective as of October 2, 2022 were increased by \$6.00 per day effective October 1, 2023, and an additional \$7.00 per day effective September 29, 2024. The parties agreed that allocation of the October 1, 2023 and September 29, 2024 contribution rate increases among the Pension Fund of Wardrobe Local 764, IATSE National Health and Welfare Fund and Annuity Fund of Wardrobe Local 764 would be subject to the mutual agreement of the bargaining parties at least one hundred twenty (120) days prior to February 26, 2023 and March 3, 2024, respectively. In the event the parties did not mutually agree upon the allocation before the deadline described in the preceding sentence, the entire increase would be allocated to the IATSE National Health and Welfare Fund. The contribution rates above reflect the allocation of the contribution rate increases as determined by the procedure described in this paragraph.

(b) The requirement to make pension and welfare contributions to the Local 764 Pension Fund and the IATSE National Health and Welfare Fund is conditioned on the contributions being tax-deductible. To the extent the contributions identified above are not tax-deductible, those contributions will instead be made to the Local 764 Annuity Fund.

In addition, the bargaining parties will recommend to the Trustees that future pension benefit increases be based upon a funding margin range of seven percent (7%) to ten percent (10%) (as measured

by withdrawal liability standards for PBGC purposes, but using the Plan's interest rate assumption for actuarial purposes). The bargaining parties recognize, however, that the Trustees must take into account other considerations in making benefit improvements, and that the foregoing is not intended to interfere with the Trustees' fiduciary obligation to discharge their duties solely in the interest of the Pension Plan's participants and beneficiaries.

(c) The IATSE National Health and Welfare Fund is and shall remain a legally established trust fund complying in all respects with Section 302(c) of the Labor Management Relations Act of 1974, as amended, and with all other provisions of applicable federal and state law. Producers required to make contributions to the Health and Welfare Fund as required herein agree to be bound by the terms and conditions of The Agreement and Declaration of Trust for the IATSE National Health and Welfare Fund, as restated September 22, 2005, and as amended, and said Fund's Statement of Policy and Procedures for collection of contributions payable by Producers. Contributions to the Health and Welfare Fund shall be due one week after the end of the applicable payroll period.

32. 401(k) PLAN

A 401(k) Plan has been established for employees employed under this Agreement. The Plan operates as a Taft-Hartley plan. The Local Union has appointed two (2) trustees to the Plan; the Producers have also appointed two (2) trustees to the Plan. The Plan is separate from any existing employee benefit plan or welfare fund. The Plan is administered by an independent service provider chosen by the trustees from a list provided by the bargaining parties.

The Plan will continue its current structure and shall operate in accordance with the following:

- (a) There will be no Producer contributions to the 401(k) Plan.
- (b) Either the Union and/or the participants in the Plan shall pay all start-up costs as well as any management and administrative costs.
- (c) The Producers and the Union will take such measures, particularly with respect to the design of the Plan, as are required to limit the liability of the Producers.
- (d) The Plan shall warrant to the Producers that it will timely discharge its duties and responsibilities, so as to avoid any liability for the Producers.

33. OTHER WORKING CONDITIONS

Unless modified, all the studio working conditions, above provided, shall prevail on distant location.

34. REPORTING OF ACCIDENTS

The nature and place of hospitalization of all accident cases requiring hospitalization shall be reported by the Producer to the Local Union as soon as practicable after the accident. An employee who is injured while at work hereunder shall be credited with no less than a minimum call on the day of such injury.

35. EMPLOYEES IN THE ARMED SERVICES

Recognizing the moral and legal responsibility to the employees subject to this Agreement who have entered into the Armed Services, the Producer and the Local Union agree that they have a joint responsibility (subject to the then-existing statutes) in the reinstatement of such employees to the jobs such employees held prior to their entry into the Armed Services.

Producer and the Local Union agree that employees temporarily holding such jobs will be displaced by such returning employees.

36. JURISDICTIONAL DISPUTES

The Local Union agrees to cooperate in good faith with the Producer and other Unions in the industry in working out a method for the determination of jurisdictional disputes without work stoppages. Appropriate clauses shall be incorporated in this Agreement to cover any method or means that shall be agreed upon.

37. LETTER OF UNDERSTANDING RE PROCEDURE FOR IMPLEMENTING PARAGRAPH 36

(a) If a jurisdictional dispute should arise between or among the New York Production Locals or any other IATSE Local Union, it will be submitted to the International Alliance of Theatrical Stage Employees for resolution.

(b) Prior to rendering a decision thereon, the IATSE shall notify the Producer of the existence of the dispute and, upon request of the Producer, shall consider the position of the Producer concerning the dispute.

(c) In the event that the Producer disagrees with the IATSE's decision as to which Local should be assigned the work, the IATSE agrees to meet with the Producer in a good faith effort to resolve the question.

38. CONFLICT WITH LAWS

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

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

as the case may be, and will provide, as nearly as possible, for the payment of wages and other financial benefits in the amount intended to be paid by the parties at the time of execution of this Agreement. The terms and conditions of such appropriate modifications, if any, by the said Arbitration Committee, shall be effective and operative as of the date on which the provisions, so modified accordingly, were so affected by any such legislation, decision of a court of competent jurisdiction or governmental regulation, as the case may be, in such manner and to the extent as above described and provided. The amounts and payments of wages or other financial benefits contained in such appropriate modifications, if any, made by such Arbitration Committee, shall be computed and paid thereunder retroactive to the effective date of such modifications.

In the event that no such modifications can be made, as above provided, because of any legislation, decision of a court of competent jurisdiction or governmental regulation, Producer shall not be liable for any retroactive back pay adjustments, or any other penalty, if any such modification is thereafter permissible. The decision of the said Arbitration Committee shall be final, and shall not be subject to the grievance procedure in Article 9 of this Agreement, but its authority to decide shall be limited to the issue and remedy herein provided. The above procedure and conditions shall be the exclusive remedy for determining any dispute arising under this Article 38.

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

39. TECHNOLOGICAL CHANGE

(a) Definition of Technological Change

As used herein, the term “technological change” means the introduction of any new or modified devices or equipment for the purpose of performing any work by employees covered by this Agreement which directly results in a change in the number of employees employed under this Agreement or which results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof, if any, provided herein, or in requiring substantially different training, qualification or skills therefor.

(b) Producer's Right to Institute Technological Changes

The parties hereto agree that Producer has the unrestricted right to make technological changes and that such right shall not be subject to grievance or arbitration or any other proceeding. However, Producer's right to make technological changes shall be subject to the provisions of subparagraphs (c), (d), (e) and (f) of this Article 39.

(c) Notice of Technological Change

If Producer proposes to make any technological change, it shall give written notice thereof to Union and to any other Union affected by such change. Such notice shall be given as soon as possible but not less than thirty (30) days prior to instituting such change.

(d) Retraining

If any technological change permanently displaces any person in the performance of the person's job classification for Producer, and

(1) such person, as of the date of such displacement, is entitled under the provisions of Article 30 hereof (“Severance Pay”) to be credited with at least one (1) “qualified year” arising out of the person’s employment by Producer; and

(2) such person is qualified to be retrained for an available job resulting from such technological change or for other jobs which Producer has available within Union’s jurisdiction, or for any other available job opportunity with Producer, then:

Producer agrees to endeavor to retrain such person for such available job at Producer’s expense, in which event the provisions of subparagraph (e), below, shall not apply. Union agrees, notwithstanding anything in this Agreement to the contrary, to permit such retraining and to cooperate with Producer with respect thereto. Any such person offered retraining pursuant to this subparagraph (d) shall, of course, have the right to reject the same, but any such rejection shall discharge Producer’s obligations under this Article 39 unless the job opportunity for which Producer offered retraining was at a lower rate of pay than the job from which employee is being displaced.

(e) Displacement Pay

If any such technological change permanently displaces any person in the performance of the person’s job classification for Producer, and

(1) such person, as of the date of such displacement, is entitled under the provisions of Article 30 hereof (“Severance Pay”) to be credited with at least one (1) “qualified year” arising out of the person’s employment by Producer; and

(2) such person makes written application to Producer within thirty (30) days after such displacement to receive displacement pay (as herein defined), then:

Producer shall pay the person the amount of compensation set forth in the following table:

Qualified Years as of the Date of Displacement	Number of Weeks of Displacement Pay Payable
1 or 2	1
3	1½
4	2
5 to 9 (inclusive)	3
10 or 11	5
12 or 13	6
14 or 15	7
16 or 17	8
18 or 19	9
20 or more	10

The payment of displacement pay, as above provided, shall be separate and apart from any obligation Producer may have to pay severance pay to such displaced person under the provisions of Article 30 hereof (“Severance Pay”). Notwithstanding anything in this subparagraph (e) to the contrary, no such displaced person shall be eligible for displacement pay if:

- (i) Producer offers the training referred to in subparagraph (d) above and such person rejects it, unless the training rejected is for a job at a lower rate of pay, or
- (ii) such person is offered a job by Producer at an equal or better rate of pay, or

(iii) such person accepts any job with Producer even though such job is at a lower rate of pay.

(f) Negotiation of New Rates

If any technological change results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof, if any, provided herein, or in requiring substantially different training, qualification or skills therefor, and either the Producer or the Union desires to negotiate a new rate or classification for such job, the party desiring such negotiation shall give written notice to such effect to the other party within thirty (30) days following the date upon which any such job is so affected. Upon receipt of such notice, the parties shall immediately endeavor to agree upon the proper classification or rate for such job. Any such agreement shall be final and binding upon the parties concerned. If no such agreement is reached within thirty (30) days after such written notice is received, either party to this Agreement may, within thirty (30) days thereafter, invoke Step 2 of the grievance procedure provided in Article 9 hereof or, if they mutually agree to waive Step 2, may proceed immediately to Step 3 of the grievance procedure so provided. The rate or classification determined by such agreement or by any arbitration pursuant to Step 3 of the grievance procedure shall be effective retroactive to the date upon which any employee commenced performing services in any such affected job, but no reduction in rate shall be retroactive.

(g) Experimental Technological Changes

The provisions of subparagraphs (c), (d), (e) and (f) above shall not apply to any experimental technological change except that if any such change becomes other than experimental and any increased rate for a job affected thereby is negotiated pursuant to subparagraph (f) above, such increased rate shall be retroactive to the date upon which an employee commenced performing the changed services in such affected

job. As used herein, the term “experimental technological change” shall mean a technological change which is instituted by Producer for the primary purpose of determining, under operating conditions, the feasibility and adequacy of performance of any new or modified device or equipment; provided, however, that the change shall no longer be considered experimental after the date upon which its operation by persons under the jurisdiction of this Agreement is no longer subject to supervision by the technicians or engineers concerned with its development. Nothing in this subparagraph (g) shall be construed to deprive Union of jurisdiction over any job over which it otherwise has jurisdiction hereunder.

(h) Disputes Concerning Retraining, Displacement Pay and Negotiation of New Rates

If a dispute arises between Union and Producer with respect to any determination required by subparagraphs (d), (e), (f) or (g) of this Article 39, such dispute shall be subject to the grievance procedure set forth in Article 9 of this Agreement, but any award arising out of such grievance or arbitration shall be limited to the enforcement of the provisions of said subparagraphs hereof and shall not affect Producer's right to make technological changes.

40. IATSE TRAINING TRUST FUND

Producer shall contribute to the IATSE Training Trust Fund forty dollars (\$40.00) for each shooting day on which the Producer employs an individual under the terms of this Agreement, with a maximum contribution of two thousand five hundred dollars (\$2,500) per calendar year per Producer. A Producer will be deemed to have reached the maximum contribution to the IATSE Training Trust Fund of two thousand five hundred dollars (\$2,500) per calendar year when the total contribution by Producers within the same corporate family as the

Producer has reached two thousand five hundred dollars (\$2,500) per calendar year. Contributions hereunder shall be due within ninety (90) days following receipt of an invoice from the IATSE Training Trust Fund to be sent after the end of the calendar year.

41. SAFETY

(a) It is agreed by the parties that too great an emphasis cannot be placed on the need to provide a safe working environment. In that context, it shall be incumbent on the Producer to furnish employment and a place of employment which are safe and healthful for the employees therein; to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful; and to do every other thing reasonably necessary to protect the life, safety and health of employees, whether on location, in the studio, in the costume department or at any other workplace. Correspondingly, no Producer shall require or permit any employee to go or be in any employment or place of employment which is not safe and healthful. In addition, every Producer and every employee shall comply with occupational safety and health standards and all rules, regulations and orders pursuant to applicable laws which are applicable to each of their own actions and conduct; no person (Producer or employee) shall remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning, furnished for the use in any employment or place of employment; and no person shall interfere with the use of any method or process adopted for the protection of the employee or the protection of any other employee, in such employment or place of employment.

(b) Call sheets shall identify the name and phone number of the Producer's safety contact, which may be an individual or a department, as well as the phone number for the Producer's safety hotline.

(c) The Union should report any complaints of unsafe conditions to the Producer's safety representative (which may be an individual or a department) or the Producer's safety hotline so that the Producer can investigate the complaint and take appropriate action. Either the Production Department or the Labor Relations Department will provide to the Union the name and contact information for the Producer's safety representative (which may be an individual or a department).

(d) When the Producer engages an environmental consultant to examine a location in the New York metropolitan area where employees employed under this Agreement will be working, the Producer will provide the Union with a summary report prepared by the environmental consultant of the inspection and abatements (if any), showing the location examined, the date, the materials sampled and the results compared to regulatory guidelines. The Union agrees to keep all such reports confidential except as permitted by law.

Producers have traditionally supplied such summary reports relating to inspections of places where employees employed under this Agreement and employees employed under other New York IATSE Local Agreements will be working to Local USA 829 with the understanding that it may distribute them to the other New York IATSE Local Unions, thereby obviating the necessity for Employer to provide such summary reports to the other New York IATSE Local Unions. All parties agree that this practice may continue and that Producer shall be deemed to have complied with its obligations hereunder by adhering to that practice. However, if Local 764 should make a request to the Producer for any such report, Producer will provide same to Local 764. In addition, if a summary report relates solely to a place at which only employees employed under this Agreement will be working, then the Producer shall provide such report directly to Local 764.

42. 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 Producer, up to a maximum of fifty-six (56) hours per calendar year. In lieu of the foregoing hourly accrual of paid sick leave, a Producer 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 Producer, in the middle of the calendar year). The Producer 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 42(a), a calendar year shall be measured, as designated by the Producer, 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:

(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

(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.

* “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.

(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. A Producer 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. A Producer 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 to leave.

A Producer 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) For employees employed on a daily basis, a day of sick leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4) hours of pay at the employee's straight time hourly rate. For weekly employees, a day of sick leave pay shall be equal to one-fifth (1/5th) of the employee's weekly rate (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). 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.

(5) An employee's unused sick leave shall be carried over to the following calendar year; provided, however, that a Producer may limit the use of sick leave to fifty-six (56) hours per calendar year. Nothing in this Article 42(a) shall be construed to require a Producer 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 Producer's obligations to provide paid sick leave under this Article 42(a).

(6) No Producer shall discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee because the employee has exercised 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 section, an employee shall be restored by the Producer 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) Producer shall advise the employee of the designated Producer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 42(a). Upon the oral or written request of an employee to the designated Producer representative or department, the Producer 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 Producer 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 therein.

(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 Producer, 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, a Producer may elect to provide employees, upon their eligibility to use sick leave as provided below (*i.e.*, upon working thirty (30) days for the Producer and after their ninetieth (90th) day of employment with the Producer (based on days worked or guaranteed)), with a bank of twenty-four (24) hours or three (3) days of sick leave per year, such year to be measured, as designated by the Producer, as either a calendar year or starting from the employee's anniversary date. Under this elected option, such banked sick leave days may not be carried over to the following year.)

(2) To be eligible to accrue paid sick leave, the employee must have worked for the Producer for at least thirty (30) days within a one (1) year period, such year to be measured, as designated by the Producer, as either a calendar year or starting from the employee's anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible employee has been employed by the Producer for ninety (90) days (based on days worked or guaranteed), such period to be measured, as designated by the Producer, as either a calendar year or starting from the employee's anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Producer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days during each year of employment as defined by the Producer in advance. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that has not been waived in this Agreement, any sick leave paid pursuant to the law shall count towards satisfying the Producer's obligations to provide paid sick leave under this Article 42(b).

(3) For employees employed on a daily basis, a day of sick leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4) hours of pay at the employee's straight time hourly rate. For weekly employees, a day of sick leave pay shall be equal to one-fifth (1/5th) of the employee's weekly rate (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). 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."** Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

** "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 Producer 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) Producer shall advise the employee of the designated Producer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 42(b). The Producer will also indicate which period (*i.e.*, calendar year or the employee's anniversary date) the Producer selected to measure the thirty (30) day and ninety (90) day eligibility periods and the cap on accrual set forth in subparagraph (2) above or which period (*i.e.*, calendar year or the employee's anniversary date) the Producer selected to apply the bank of three (3) sick days as provided in subparagraph (1) above. Producer also shall notify Local 764 of the

name and contact information of the designated Producer representative or department.

(7) Any Producer that, as of July 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 a Producer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any employee for exercising the employee's 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 therein.

(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 New Jersey Paid Sick Leave Act (N.J.S.A. 34:11D-1 *et seq.*); the Bloomfield Sick Leave for Private Employees Ordinance (Chapter 463 of the Code of the Township of Bloomfield, New Jersey); the East Orange Paid Sick Leave Ordinance (Chapter 140 of the Code of the City of East Orange, New Jersey); the Jersey City Paid Sick Time Law (Chapter 4 of the Code of the City of Jersey City, New Jersey); the New Brunswick Paid Sick Time and Paid Safe Time Leave Ordinance (Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey); the Plainfield Sick Leave for Private Employees and City Employees Ordinance (Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey); the Irvington Paid Sick Time Ordinance

(Chapter 277, Article I of the Code of the Township of Irvington, New Jersey); the Montclair Paid Sick Leave Ordinance (Chapter 132, Article I of the Code of the Township of Montclair, New Jersey); the Morristown Paid Sick Leave Ordinance (Article XV, § 2-89, *et seq.* of the Code of the Town of Morristown, New Jersey); the Newark Sick Leave for Private Employees Ordinance (Chapter 16:18 of the Code of the City of Newark, New Jersey); the Passaic Paid Sick Leave for Private Employees Ordinance (Chapter 128, Article I of the Code of the City of Passaic, New Jersey); the Paterson Sick Leave for Private Employees Ordinance (Chapter 412 of the Paterson, New Jersey Code) and the Trenton Paid Sick Leave Ordinance (Chapter 230 of the Code of the City of Trenton, New Jersey); and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly enacted law by letter agreement.

43. COURTESY HOUSING OR TRANSPORTATION WITHIN NEW YORK THIRTY MILE ZONE

Upon request of an employee who is required to work in excess of fourteen (14) hours within a radius of thirty (30) miles of Columbus Circle in the New York metropolitan area and who advises the Producer that he/she is too tired to drive home safely, Producer shall provide the employee either courtesy housing or round trip transportation from the designated crew parking area to home and return at the Producer's expense.⁴ The Producer shall have no responsibility for the personal vehicle of an employee who elected to use a personal vehicle in lieu of Producer-provided transportation.

⁴ Round trip transportation may include public transportation if reasonable under the circumstances.

44. DIVERSITY, EQUITY AND INCLUSION

(a) **Statement of Commitment.** Acknowledging the critical importance of diversity, equity and inclusion in the entertainment industry, Producers and the Union mutually reaffirm their commitment to make good faith efforts to create an atmosphere of inclusion and equity (which may include trainings on these topics) and 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 minorities, LGBTQIA, persons with a disability and other protected categories; however, underrepresented classifications may vary per craft. In furtherance of this commitment, Producers, in partnership with the Union, seek to create one or more diversity, equity and inclusion initiatives that are designed to enhance employment opportunities, as well as equip participants with the requisite knowledge, skills and credentials to work successfully in the classifications covered by this Agreement.

(b) **Self-Identification Data.** During the 2022 negotiations, the parties discussed the efforts that have been made by the Producers and Local 764 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 underrepresented groups and for tracking the success of their efforts to diversify the workforce. To that end, Local 764 agrees to encourage its members to voluntarily self-identify when requested to do so by the Local, the IATSE or a Producer, including when individuals are completing start paperwork for a Producer. To the extent that Local 764 or the IATSE has aggregated diversity statistics concerning Local 764-covered employees, Local 764 agrees to share the information with the Producer upon request, or shall authorize the IATSE to share the

information with the Producer, but no more frequently than twice per year. To the extent that the Producer has aggregated diversity statistics concerning Local 764-covered employees, the Producer agrees to share the information with Local 764 upon request, but no more frequently than twice per year.

(c) Training Program Opportunities and Joint Mentorship Program.

Program. In connection with the parties' commitment to diversity, equity and inclusion as set forth in this Article 44, an individual Producer or the Producers, collectively, may discuss with the Union the development of program(s) for on-the-job training within the motion picture industry in the various job classifications covered by this Agreement, with the goal of enhancing employment for individuals who are underrepresented in this industry. The types of training programs established may vary depending on the experience of the candidates and the duties of the classification for which the training is provided, and shall be subject to the following: (1) the Wardrobe Head consents to the placement of the trainee in the department; (2) the trainee completes the safety training required to perform the duties assigned as part of the training; (3) the trainee is an additional hire to an otherwise fully-staffed department; (4) no more than one trainee is assigned to the department at a time; and (5) the Producer shall notify Local 764 when it hires a trainee.

The parties also agree to create a joint mentorship program to foster connections between mentors and individuals from underrepresented groups or under-served communities currently working in or entering the industry workforce through the programs described in this provision with the goal of expanding access to those individuals' opportunities for employment in the industry.

45. HARASSMENT PREVENTION TRAINING

The parties agree that harassment prevention training shall be mandatory. During the term of the Local 764 Motion Picture Theatrical and TV Series Production Agreement and Supplemental Digital Production Agreement, representatives of Local 764 and representatives of the AMPTP agree to discuss the implementation of the mandatory harassment prevention training, including establishing the date on which the program will become mandatory (*i.e.*, the date when individuals can begin to take the online courses). The parties will devise a method to reflect an individual's successful completion of the training program.

THEATRICAL WARDROBE UNION, LOCAL 764, I.A.T.S.E.

Patricia A. White Date: 10/21/24
Patricia A. White
President

Frank Gallagher Date: 10/21/24
Frank Gallagher
Business Representative

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

Carol A. Lombardini Date: October 23, 2024
Carol A. Lombardini
President

EXHIBIT “A”
Companies Represented by the AMPTP
in the 2022 Local 764 Negotiations

1440 Productions LLC
20th Century Studios, Inc.

ABC Signature, LLC fka
Touchstone Television
Productions, LLC

ABC Signature Studios, Inc.
ABC Studios New York, LLC
Adobe Pictures, Inc.
Alive and Kicking, Inc.
Ambient Sounds Productions LLC
Apple Studios LLC
Apple Studios Louisiana LLC

Big Indie Pictures, Inc.
Bonanza Productions Inc.

CBS Studios Inc.
Charlestown Productions LLC
Columbia Pictures Industries, Inc.

Delta Blues Productions LLC
DW Studios Productions, LLC

Eye Productions Inc.

Film 49 Productions, Inc.
Focus Features Productions LLC
FTP Productions, LLC

GWave Productions, LLC

Hop, Skip & Jump Productions, Inc.
Horizon Scripted Television Inc.
Hostage Productions, Inc.

Jay Squared Productions LLC

Kapital Productions, LLC
Kenwood TV Productions, Inc.

Lions Gate Productions, LLC
Love It NY Productions, Inc.

Main Gate Productions LLC
Marvel Picture Works LLC
Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures Inc.
MGM Television Entertainment Inc.
Minim Productions, Inc.
Miramax Film NY, LLC

Netflix Productions, LLC
Netflix Studios, LLC
New Line Productions, Inc.
New Regency Productions, Inc.

Olive Avenue Productions LLC
On the Brink Productions, Inc.

Open 4 Business Productions LLC	Turner Films, Inc.
Orange Cone Productions LLC	TVM Productions, Inc.
Pacific 2.1 Entertainment Group, Inc.	Twentieth Century Fox Film
Palladin Productions LLC	Corporation d/b/a 20 th Television
Paramount Pictures Corporation	
Patch Bay Productions LLC	Universal City Studios LLC
Picrow, Inc.	Universal Content Productions LLC
Picrow Streaming Inc.	
PP21 Productions LLC	Warner Bros. Pictures
Rose City Pictures, Inc.	Warner Bros. Television
S & K Pictures, Inc.	Warner Specialty Productions Inc.
Salty Pictures, Inc.	wiip Productions, LLC
San Vicente Productions, Inc.	XOF Studios, LLC
Screen Gems Productions, Inc.	YNFS Productions LLC
SLO Productions Inc.	

EXHIBIT “B”

GUIDELINES REGARDING EXTENDED WORK DAYS

Theatrical and television productions are budgeted for specified hours of production. There are cost deterrents which encourage the production to be on budget and on time.

When an extended work day is necessary, the need for same should be identified as far in advance as possible so that appropriate planning may occur.

The following guidelines set forth common sense measures which should be considered when extended work days are necessitated:

1. Sleep deprivation, which may be caused by factors other than an extended work day, should be identified by the employee. The American Automobile Association (AAA) cautions drivers as to the following danger signs:

- Eyes closing by themselves
- Difficulty in paying attention
- Frequent yawning
- Swerving in lane

AAA warns that drivers experiencing any of these danger signs could fall asleep at any time. AAA recommends three basic solutions - sleep, exercise and caffeine. AAA urges drivers who are too drowsy to drive safely to pull off the road to a safe area, lock the doors and take a nap - even twenty minutes will help. Upon waking, the driver should get some exercise and consume caffeine for an extra boost.

2. Any employee who feels too tired to drive safely should notify an authorized representative of the Producer before leaving the set. In that event, the Producer will endeavor to find alternative means of transportation or provide a hotel room or a place to rest. Such request may be made without any fear of reprisal and will not affect any future employment opportunities.
3. When the production company anticipates an extended work day, the employees should be encouraged to carpool.
4. When an extended work day is necessary, appropriate beverages and easily metabolized foods should be available.

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403

Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Carol A. Lombardini
President

Direct: 818.935.5930

Sideletter No. 1

As of May 1, 2003
Revised as of March 1, 2007
Revised as of March 1, 2010
Revised as of March 1, 2013
Re-executed as of March 1, 2016
Renewed as of March 1, 2019
Renewed as of March 1, 2022

Theatrical Wardrobe Union, Local 764
545 W. 45th Street, 2nd Floor
New York, New York 10036

Attention: Frank Gallagher, Business Representative

Re: “Star Waiver”

Dear Frank:

This letter will supplement the 2022 Supplemental Digital Production Agreement by and between Theatrical Wardrobe Union, Local 764, on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the companies listed in Exhibit “A” to the 2022 Supplemental Digital Production Agreement (hereinafter referred to as the “Producer” or “Producers”), on the other hand.

A Producer may engage a dresser(s) not covered under this Agreement for the purpose of performing wardrobe work for star performer(s) without any corresponding requirement to engage an employee covered under this Agreement, provided that such dresser(s) has (have) a prior working relationship with such

Sideletter No. 1

Page 2

feature performer and perform(s) work for no other persons on the production while in the jurisdiction of Local 764. The Producer will notify the Union when the Producer intends to utilize this provision.

Kindly indicate your concurrence with the foregoing by executing this letter in the space reserved for your signature.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:
THEATRICAL WARDROBE UNION, LOCAL 764



Patricia A. White
President

Date: 10/21/24



Frank Gallagher
Business Representative

Date: 10/21/24

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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Carol A. Lombardini
President

Direct: 818.935.5930

Sideletter No. 2

As of May 1, 2003
Revised as of March 1, 2007
Revised as of March 1, 2010
Revised as of March 1, 2013
Revised as of March 1, 2016
Renewed as of March 1, 2019
Renewed as of March 1, 2022

Frank Gallagher
Business Representative
Theatrical Wardrobe Union, Local 764
545 W. 45th Street, 2nd Floor
New York, New York 10036

Re: Special Conditions for One-Hour Episodic Television Series (Other Than One-Hour Prime Time Dramatic Episodic Television Series), the Production of Which Commenced Prior to October 1, 2003, for One-Half Hour Pilots and for One-Hour Pilots (Other Than One-Hour Prime Time Dramatic Pilots)

Dear Frank:

This will memorialize the agreement reached in the 2003, 2007, 2010, 2013 and 2016 negotiations and confirmed in the 2019 and 2022 negotiations to apply the following special conditions to pre-production and production of digitally-recorded one-hour episodic television series (other than one-hour prime time dramatic series), the production of which commenced prior to October 1, 2003 (hereinafter "one-hour series") and one-half hour or one-hour pilots (other than one-hour prime time dramatic pilots), which are committed to be produced within the geographical jurisdiction of Local 764:

a. Wages - For non-dramatic or non-prime time dramatic one-half hour pilots, for one-hour pilots (other than one-hour prime time dramatic pilots), and for the first year of any one-hour series, except series which receive a short order of seven (7) or fewer episodes in the first year, the wage rates set forth in the Local 764 Supplemental Digital Production Agreement (hereinafter the “Digital Agreement”) for the period immediately preceding the period in question shall apply (e.g., during the period October 2, 2022 to September 30, 2023, the wage rates for the period October 1, 2021 to October 1, 2022 shall apply); thereafter, the wage rates in the Digital Agreement shall apply.

For one-hour series which receive a short order of seven (7) or fewer episodes in the first year, the wage rates set forth in the Digital Agreement for the period immediately preceding the period in question shall apply for the first two (2) years of the series (e.g., during the period October 2, 2022 to September 30, 2023, the wage rates for the period October 1, 2021 to October 1, 2022 shall apply); thereafter, the wage rates in the Digital Agreement shall apply.

For one-half hour prime time dramatic pilots, the wage rates set forth in the Local 764 Feature and Television Production Agreement shall apply.

b. Vacation - No vacation pay shall be payable for a pilot and the first year of any one-hour series; in the second year of the series, vacation will be payable at one-half of the applicable percentage in the Digital Agreement; thereafter, the vacation provisions in the Digital Agreement shall apply.

c. Holidays Not Worked - No unworked holiday pay shall be payable for a pilot and the first year of any one-hour episodic series; in the second year of the series, unworked holiday pay will be payable at one-half of the applicable percentage in the Digital Agreement; thereafter, the unworked holiday provisions in the Digital Agreement shall apply.

Sideletter No. 2

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- d. Holidays Worked - Each employee working on a holiday shall be paid a minimum of eight (8) hours at double time for such holiday.
- e. Overtime - Daily overtime for hours worked shall be paid at the rate of time-and-one-half for each hour worked after eight (8) work hours, except as otherwise provided in the Digital Agreement; golden hours shall be paid for each hour worked after twelve (12) work hours.

If the foregoing comports with your understanding of our agreement, please so indicate by executing this sideletter in the space reserved for your signature.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:
THEATRICAL WARDROBE UNION, LOCAL 764

Patricia A. White Date: 10/21/24
Patricia A. White
President

Frank Gallagher Date: 10/21/24
Frank Gallagher
Business Representative

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403

Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Carol A. Lombardini
President

Direct: 818.935.5930

Sideletter No. 3

As of May 1, 2003
Revised as of March 1, 2007
Revised as of March 1, 2010
Revised as of March 1, 2013
Revised as of March 1, 2016
Renewed as of March 1, 2019
Renewed as of March 1, 2022

Frank Gallagher
Business Representative
Theatrical Wardrobe Union, Local 764
545 W. 45th Street, 2nd Floor
New York, New York 10036

**Re: Special Conditions for New One-Hour Episodic Television Series
(Other Than One-Hour Prime Time Dramatic Series), the
Production of Which Commences On or After October 1, 2003**

Dear Frank:

This will memorialize the agreement reached in the 2003, 2007, 2010, 2013 and 2016 negotiations and confirmed in the 2019 and 2022 negotiations to apply the following special conditions to pre-production and production of digitally-recorded one-hour episodic television series (other than one-hour prime time dramatic series), the production of which commences on or after October 1, 2003, which are committed to be produced within the geographical jurisdiction of Local 764:

- a. Wages - For the first two (2) production seasons of any series, the wage rates set forth in the Local 764 Supplemental Digital Production Agreement (hereinafter, the “Digital Agreement”) for the period immediately preceding the period in question shall apply (e.g., during the period October 2, 2022 to September 30, 2023, the wage rates for the period October 1, 2021 to October 1, 2022 shall apply); thereafter, the wage rates in the Digital Agreement shall apply.
- b. Vacation - No vacation pay shall be payable for the first year of any series; in the second year of the series, vacation will be payable at one-half of the applicable percentage in the Digital Agreement; thereafter, the vacation provisions in the Digital Agreement shall apply.
- c. Holidays Not Worked - No unworked holiday pay shall be payable for the first year of any series; in the second year of the series, unworked holiday pay will be payable at one-half of the applicable percentage in the Digital Agreement; thereafter, the unworked holiday provisions in the Digital Agreement shall apply.
- d. Holidays Worked - Each employee working on a holiday shall be paid a minimum of eight (8) hours at double time for such holiday.
- e. Overtime - Daily overtime for hours worked shall be paid at the rate of time-and-one-half for each hour worked after eight (8) work hours, except as otherwise provided in the Digital Agreement; golden hours shall be paid for each hour worked after twelve (12) work hours.

Sideletter No. 3

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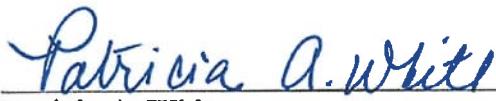
If the foregoing comports with your understanding of our agreement, please so indicate by executing this sideletter in the space reserved for your signature.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:
THEATRICAL WARDROBE UNION, LOCAL 764



Patricia A. White
President

Date: 10/21/24



Frank Gallagher
Business Representative

Date: 10/21/24

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Carol A. Lombardini
President

Direct: 818.935.5930

Sideletter No. 4

As of May 1, 2003

Re-executed as of March 1, 2007

Re-executed as of March 1, 2010

Re-executed as of March 1, 2013

Re-executed as of March 1, 2016

Frank Gallagher
Business Representative
Theatrical Wardrobe Union, Local #764
545 W. 45th Street, 2nd Floor
New York, New York 10036

Re: Timing of Vacation and Holiday Pay

Dear Frank:

It is recognized that, in light of the fact that this Supplemental Digital Production Agreement is a new agreement, few, if any, Producers have developed a practice with respect to the timing of payment (whether weekly or end-of-year) of holiday and vacation pay. Therefore, distinguishing between those Producers who pay on a weekly basis and those who pay on an end-of-year basis cannot be determined by practice alone (as is contemplated by Article 28(f)(1) and (2) and Article 29(f)(10)(i) and (ii)).

The parties to this Agreement do not wish to preclude those signatory Producers who have heretofore paid on a weekly basis from paying on an end-of-year basis.

Sideletter No. 4

Page 2

Therefore, any Producer listed in the front of this Agreement may make an annual election, on a production-by-production basis, to pay vacation and holiday pay during the term of this Agreement on either a weekly or end-of-year basis.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:
THEATRICAL WARDROBE UNION, LOCAL #764



Frank Gallagher
Business Representative

Date: 10/21/24



10/21/24

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Carol A. Lombardini
President

Direct: 818.935.5930

Sideletter No. 5

As of October 1, 2006
Revised as of March 1, 2010
Revised as of March 1, 2013
Revised as of March 1, 2016
Renewed as of March 1, 2019
Renewed as of March 1, 2022

Frank Gallagher
Business Representative
Theatrical Wardrobe Union, Local 764
545 W. 45th Street, 2nd Floor
New York, New York 10036

**Re: Special Conditions for New One-Half Hour Single Camera
Dramatic Television Series and Non-Dramatic Series of Any
Length, the Production of Which Commences On or After
October 1, 2006**

Dear Frank:

This will memorialize the agreement reached in the 2006, 2010, 2013 and 2016 negotiations and confirmed in the 2019 and 2022 negotiations to apply the following special conditions to pre-production and production of digitally-recorded one-half hour single camera dramatic television series and non-dramatic series of any length, the production of which commences on or after October 1, 2006, which are committed to be produced within the geographic jurisdiction of the Local 764 Feature and Television Production Agreement.

- a. Wages - For the first two (2) production seasons of any series covered hereunder, other than new one-half hour single camera prime time dramatic television series, the wage rates set forth in the Local 764 Supplemental Digital Production Agreement for the period immediately preceding the period in question shall apply (e.g., during the period October 2, 2022 to September 30, 2023, the wage rates for the period October 1, 2021 to October 1, 2022 shall apply); thereafter, the wage rates in the Digital Agreement shall apply.

For the first two production seasons of any new one-half hour single camera prime time dramatic television series, the wage rates set forth in the Local 764 Feature and Television Production Agreement for the period immediately preceding the period in question shall apply (e.g., during the period October 2, 2022 to September 30, 2023, the wage rates for the period October 1, 2021 to October 1, 2022 shall apply); thereafter, the wage rates in the Feature and Television Production Agreement shall apply.

- b. Vacation - No vacation pay shall be payable for the first year of any series; in the second year of the series, vacation will be payable at one-half of the applicable percentage in the Digital Agreement; thereafter, the vacation provisions in the Digital Agreement shall apply.
- c. Holidays Not Worked - No unworked holiday pay shall be payable for a pilot and the first year of any series; in the second year of the series, unworked holiday pay will be payable at one-half of the applicable percentage in the Digital Agreement; thereafter, the unworked holiday provisions in the Digital Agreement shall apply.
- d. Holidays Worked - Each employee working on a holiday shall be paid a minimum of eight (8) hours at double time for such holiday.
- e. Overtime - Daily overtime for hours worked shall be paid at the rate of time-and-one-half for each hour worked after eight (8) work hours, except as otherwise provided in the Digital Agreement; golden hours shall be paid for each hour worked after twelve (12) hours.

Sideletter No. 5

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- f. Interchange - Producer may interchange employees as provided in the Supplemental Digital Production Agreement.
- g. Prime Time Series - As to any prime time series covered by this Sideletter, in lieu of Article 25 of this Agreement, Article 5 of the Feature and Television Production Agreement, "Turnaround," will apply.

It is agreed that if the Producer discontinues production within the geographic jurisdiction of Local 764 of any dramatic series covered under this sideletter and commences production of said dramatic series outside the geographic jurisdiction of Local 764, or if Producer discontinues production in the United States of any non-dramatic series covered under this sideletter and commences production of said non-dramatic series outside the United States, then the Producer shall be responsible for adjusting the wages of all employees who were heretofore employed on the series under the terms and conditions of this sideletter to the otherwise applicable wage rates in the Feature and Television Production Agreement or the Digital Agreement, as applicable, and such employees will be paid the full holiday and vacation percentage benefit, retroactive to the first day of each employee's employment on the series.

If the foregoing comports with your understanding of our agreement, please so indicate by executing this sideletter in the space reserved for your signature.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:

THEATRICAL WARDROBE UNION, LOCAL 764

Patricia A. White
Patricia A. White
President

Date: 10/21/24

Frank Gallagher
Frank Gallagher
Business Representative

Date: 10/21/24

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Carol A. Lombardini
President

Direct: 818.935.5930

Sideletter No. 6

As of March 1, 2010
Revised as of March 1, 2013
Revised as of March 1, 2016
Renewed as of March 1, 2019
Renewed as of March 1, 2022

Frank Gallagher
Theatrical Wardrobe Union, Local 764
545 W. 45th Street, 2nd Floor
New York, New York 10036

Re: Productions Made for New Media

Dear Frank:

This letter serves to memorialize the agreement of the parties that the Sideletter re Productions Made for New Media in the 2022 Theatrical Wardrobe Union, Local 764, Feature and Television Production Agreement with the Major Motion Picture Producers (hereinafter the “Theatrical and Television Sideletter re New Media Productions”) is applicable to digital electronic recordings of entertainment motion pictures of the type traditionally covered under the Theatrical Wardrobe Union, Local 764, Supplemental Digital Production Agreement that are made for the Internet, mobile devices or any other new media platform in existence as of March 1, 2010, with the following modifications:

1. A production made for New Media under the Local 764 Digital Agreement that is based on an existing non-dramatic entertainment television motion

Sideletter No. 6

Page 2

picture shall not be considered a "Derivative New Media Production" and, therefore, Paragraph C. of the Theatrical and Television Sideletter re New Media Productions is inapplicable to that production.

2. The reference in the first paragraph of Paragraph E.(1) of the Theatrical and Television Sideletter re New Media Productions, "Union Security," to "at least thirty (30) workdays on New Media Productions covered under this Sideletter, or for a combined total of thirty (30) workdays on New Media Productions covered under this sideletter" shall include workdays on New Media Productions covered under the Local 764 Digital Agreement.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:
THEATRICAL WARDROBE UNION, LOCAL 764



Patricia A. White

President

Date: 10/21/24



Frank Gallagher

Business Representative

Date: 10/21/24

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Carol A. Lombardini
President

Direct: 818.935.5930

Sideletter No. 7

As of March 1, 2013
Re-executed as of March 1, 2016

Frank Gallagher
Business Representative
Theatrical Wardrobe Union, Local #764
545 W. 45th Street, 2nd Floor
New York, New York 10036

Re: Non-Dramatic Series

Dear Frank:

This sideletter confirms the understanding reached during the 2013 negotiations that if any non-dramatic series produced outside the geographic jurisdiction of Local #764 shoots all or part of any episode(s) within the geographic jurisdiction of Local #764, such episode(s) shall be treated, for purposes of wages, hours and working conditions of employees engaged on such episode(s), as if it were produced within the geographic jurisdiction of Local #764.

Sideletter No. 7

Page 2

If the foregoing comports with your understanding of our agreement, please so indicate by executing the sideletter in the space reserved for your signature.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:
THEATRICAL WARDROBE UNION, LOCAL #764

Frank Gallagher

Frank Gallagher
Business Representative

Date: 10/21/24

Patricia A. White

10/21/24

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Carol A. Lombardini
President

Direct: 818.935.5930

Sideletter No. 8

As of March 1, 2013
Re-executed as of March 1, 2016

Frank Gallagher
Business Representative
Theatrical Wardrobe Union, Local #764
545 W. 45th Street, 2nd Floor
New York, New York 10036

Re: Work Performed Outside the United States and its Territories

Dear Frank:

This sideletter confirms the understanding reached during the 2013 negotiations that should an Employer elect to employ a person within the geographical jurisdiction of Local #764 to perform work outside the limits of the United States and its territories in any of the job classifications covered hereunder, in the production of motion pictures, the provisions of this Agreement do not apply to such employment, except that the Employer shall make benefit plan contributions to the Plan(s) applicable to the geographical area in which the employee is hired at the applicable rate set forth in the Agreement, provided that the applicable Trust Agreements permit such contributions. The bargaining parties agree to make a recommendation to the Directors of the respective benefit plans to amend the applicable Trust Agreements, if required, to allow such contributions.

Sideletter No. 8

Page 2

If the foregoing comports with your understanding of our agreement, please so indicate by executing the sideletter in the space reserved for your signature.

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:
THEATRICAL WARDROBE UNION, LOCAL #764

Frank Gallagher
Frank Gallagher
Business Representative

Date: 10/21/24

Patricia A. White

10/21/24