

November 3, 2022

**MEMORANDUM OF AGREEMENT OF MARCH 3, 2022
FOR MOTION PICTURE THEATRICAL AND TV SERIES
PRODUCTION AGREEMENT AND
SUPPLEMENTAL DIGITAL PRODUCTION AGREEMENT
WITH MOTION PICTURE SCRIPT/CONTINUITY SUPERVISORS, PRODUCTION
COORDINATORS, PRODUCTION ACCOUNTANTS AND
TRAVEL COORDINATORS UNION LOCAL #161, IATSE, AFL-CIO**

This Memorandum of Agreement is entered into between Motion Picture Script/Continuity Supervisors, Production Coordinators, Production Accountants and Travel Coordinators Union Local #161, IATSE, AFL-CIO (hereinafter referred to as "Local #161" or "the Union"), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter "AMPTP") on behalf of those Producers listed on Exhibit "A" attached hereto (each hereinafter respectively referred to as the "Employer" and collectively referred to as the "Employers"), on the other hand.

This Memorandum of Agreement modifies the provisions of the 2019 Motion Picture Script Supervisors and Production Office Coordinators, Local #161, I.A.T.S.E. and M.P.T.A.A.C. Motion Picture Theatrical and TV Series Production Agreement with the so-called "Major" Producers (hereinafter referred to as "the 2019 Agreement") and the Supplemental Digital Production Agreement with the Major Motion Picture Producers (hereinafter referred to as the "2019 Supplemental Digital Production Agreement"). All of the provisions of the 2019 Agreement and the 2019 Supplemental Digital Production Agreement shall remain the same, except as changed herein.

The provisions of this Memorandum of Agreement shall be effective as of the dates hereinafter set forth, except that when no date is specified, such provisions shall be effective as of the first Sunday following the AMPTP's receipt of notice of ratification. This Memorandum shall be subject to ratification by the membership of Local #161.

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

1. **Term**

The term of each of the Motion Picture Theatrical and TV Series Production Agreement and the Supplemental Digital Production Agreement shall be for three (3) years, commencing on March 3, 2022 through March 2, 2025.

2. **Wage Rates**

a. Except as provided in subparagraph b. below, minimum wage rates in the Motion Picture Theatrical and TV Series Production Agreement shall be increased as follows:

- i. by three percent (3%) effective March 6, 2022;
- ii. by an additional three percent (3%) effective March 5, 2023; and
- iii. by an additional three percent (3%) effective March 3, 2024.

These increases shall be compounded.

- b. Minimum wage rates for Assistant Production Office Coordinators employed under the Motion Picture Theatrical and TV Series Production Agreement shall be the greater of (i) the amount that results from application of the agreed-upon general wage increases or (ii)(A) \$23.50 per hour effective March 6, 2022; (B) \$24.50 per hour effective March 5, 2023; and (C) \$26.00 per hour effective March 3, 2024.
- c. Minimum wage rates under the Supplemental Digital Production Agreement shall be increased by three percent (3%) effective October 2, 2022 and by an additional three percent (3%) effective October 1, 2023. Minimum wage rates for the period September 29, 2024 to March 2, 2025 shall be increased by the same amount and at the same time as the corresponding wage rates for “Script Supervisors” in the IATSE Videotape Agreement are increased, and shall remain in effect for the same time period as the correspondingly increased rates for Script Supervisors under the Videotape Agreement. The foregoing increases shall be compounded.
- d. All retroactive payments shall be made as soon as practicable.

3. **Benefits**

- a. New York, New Jersey and Connecticut
 - i. Modify Article 28(c) of the Motion Picture Theatrical and TV Series Production Agreement to increase the hourly contribution rate to the Motion Picture Industry Health Plan for each hour worked by or guaranteed an employee by any Employer which qualifies as a “\$15 Million Contributor” by forty cents (\$0.40) per hour effective March 6, 2022; by an additional forty cents (\$0.40) per hour effective March 5, 2023; and by an additional forty cents (\$0.40) per hour effective March 3, 2024.
 - ii. Modify Article 31(b) of the Supplemental Digital Production Agreement to increase the hourly contribution rate to the Motion Picture Industry Health Plan for each hour worked by or guaranteed an employee by any Employer which qualifies as a “\$15 Million Contributor” by forty cents (\$0.40) per hour effective October 2, 2022; by an additional by forty cents

(\$0.40) per hour effective October 1, 2023; and by an additional by forty cents (\$0.40) per hour effective September 29, 2024.

- iii. An Employer which does not qualify as a “\$15 Million Contributor” shall continue to make contributions at the “Actual Cost Rate” pursuant to Article 28(c)(2) of the Motion Picture Theatrical and TV Series Production Agreement and Article 31(b)(2) of the Supplemental Digital Production Agreement.
- iv. All retroactive payments shall be made as soon as practicable.

b. Outside New York, New Jersey and Connecticut

- i. Modify Articles 28(e) and 35 of the Motion Picture Theatrical and TV Series Production Agreement to increase the contribution rate as follows:
 - (1) Increase the contribution rate to the IATSE National Health and Welfare Fund by six dollars (\$6.00) per day effective March 6, 2022.
 - (2) The aggregate daily contribution rate to the IATSE National Benefit Funds shall increase by an additional six dollars (\$6.00) per day effective March 5, 2023 and by an additional seven dollars (\$7.00) per day effective March 3, 2024.
- ii. Modify Article 31(d) of the Supplemental Digital Production Agreement to increase the aggregate daily contribution rate to the IATSE National Benefit Funds by six dollars (\$6.00) per day effective October 2, 2022; by an additional six dollars (\$6.00) per day effective October 1, 2023; and by an additional seven dollars (\$7.00) per day effective September 29, 2024. The six dollars (\$6.00) per day increase effective October 2, 2022 shall be allocated to the IATSE National Health and Welfare Fund.
- iii. Allocation of the six dollars (\$6.00) per day increase effective March 5, 2023 (or October 1, 2023 in the case of the Supplemental Digital Production Agreement) and the seven dollars (\$7.00) per day increase effective March 3, 2024 (or September 29, 2024 in the case of the Supplemental Digital Production Agreement) shall be made by mutual agreement of the bargaining parties at least ninety (90) days in advance of the effective date of such increases under the Motion Picture Theatrical and TV Series Production Agreement (*i.e.*, the bargaining parties shall agree upon the allocation of the increases for both the Motion Picture Theatrical and TV Series Production Agreement and the Supplemental Digital Production Agreement at least ninety (90) days in advance of March 5, 2023 (with respect to the six dollars (\$6.00) per day increase)

and at least ninety (90) days in advance of March 3, 2024 (with respect to the seven dollars (\$7.00) per day increase)). In the event the parties do not mutually agree upon the allocation before the deadline described in the preceding sentence, the entire increase shall be allocated to the IATSE National Health and Welfare Fund.

- iv. All retroactive payments shall be made as soon as practicable.
- c. The bargaining parties agree to recommend to the Directors of the Motion Picture Industry Pension Plan that the pension improvements negotiated for the bargaining unit under the 2021 Producer-IATSE Basic Agreement shall likewise apply to the Local #161 bargaining unit as applicable. (Note that as the Pension Plan actuaries have determined that the Pension Plan satisfied the applicable criteria for 2021, the Pension Plan shall issue the thirteenth and fourteenth checks for 2021 as soon as practicable following the AMPTP's receipt of notice of ratification of the Agreement(s).)
- d. During the 2022 negotiations, the Union expressed a desire for individuals who typically work under the IATSE Area Standards Agreement and make contributions to the 401(k) feature of the IATSE Annuity Fund to continue to be able to make contributions to that Fund when they are working under the Motion Picture Theatrical and TV Series Production Agreement or the Supplemental Digital Production Agreement, in lieu of making contributions to the Local #52 401(k) Plan. The Employers agree to conduct a study during the term of the Agreements regarding the possibility of allowing such employees to make contributions to the IATSE Annuity Fund in accordance with the rules of that Fund while they are working under the Motion Picture Theatrical and TV Series Production Agreement or the Supplemental Digital Production Agreement, which shall include an analysis of the administrative burdens and whether doing so would cause the Employers to incur increased costs.

4. **Rest Periods**

- a. *Modify Article 14(a) in Part III of the Local #161 Motion Picture Theatrical and TV Series Production Agreement (and make conforming changes) as follows:*

“ARTICLE 14. REST PERIOD

“[Article 14(a) (other than the exception set forth in Article 14(a)(2) below), (b) and (c) below apply to employees employed on a motion picture, program, part of a mini-series or episode of a series which commences principal photography on or after [insert the date that is the first Sunday after 90 days following the AMPTP’s receipt of notice of ratification]. Otherwise, Article 14(a) of the 2019 Agreement shall apply in lieu thereof.]

“(a) Daily Rest Period

“(1) For employees working on theatrical and television motion pictures, ~~There shall be a nine (9) ten (10) hour rest period between the termination of work on one call and the commencement of the next work call; which shall be invadable, except that when an employee is required by the Employer to remain away from home overnight on distant location, the daily rest period shall be nine (9) hours, measured ‘portal-to-portal.’~~

“(2) The penalty for violation of the rest period (*i.e.*, for allowing less than the ~~nine (9) ten (10) hour rest period (or the nine (9) hour daily rest period when the employee is required by the Employer to remain away from home overnight on distant location)~~) shall be to pay for the invaded hours only at an additional straight time, except that when the employee works more than fourteen (14) consecutive hours (*i.e.*, fourteen (14) elapsed hours) from the time of reporting and does not receive a nine (9) hour rest period (not counting, in the case of a Script Supervisor, time worked after ‘wrap time’ which shall be paid at the prevailing overtime rate), the employee will be paid, when he/she resumes work, at the rate of two and one-half (2½) times the employee’s regular basic hourly rate until the employee receives a nine (9) hour rest period.

“(b) Weekend Rest Period¹

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

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

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

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

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

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

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

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

“(iii) Employer may utilize the foregoing exceptions:

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

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

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

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

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

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

“An employee whose sixth day worked occurs on the seventh day of the workweek shall be entitled to a rest period of thirty-two (32) hours, inclusive of the daily rest period. The rest period shall be measured from dismissal on the employee’s fifth consecutive day of work to the start of the employee’s work day on the seventh day of the workweek.

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

“(5) Measurement of the weekend rest period shall be the same as applies to the daily rest period in this Article 14, except that the measurement of the weekend rest period for an employee who is required by the Employer to remain away from home overnight on distant location shall be ‘set-to-set’ or, if the employee is not employed on a set, ‘worksites-to-worksites,’ meaning the measurement for the weekend rest period shall commence upon dismissal at the set (or at the worksite) and end at call time at the set (or at the worksite).

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

“(c) When an employee is working without direct employer supervision and is given the prerogative to arrange the employee’s own work schedule, the employee shall not perform work that would result in an invasion of the rest period, unless the timing of the work and the invasion of the rest period is approved in advance by a designated representative of the Employer.”

Make conforming changes to the current Article 14(b) which is relettered to Article 14(d) and modified to reflect its application only to the newly expanded daily rest period revisions and to revise the example therein to reflect the new daily rest period.

b. *Modify Article 36 in Part IV of the Local #161 Motion Picture Theatrical and TV Series Production Agreement (and make conforming changes) as follows:*

“ARTICLE 36. REST PERIODS

“[Article 36(a)(other than the exception set forth in Article 36(a)(2) below), (b) and (c) apply to employees employed on a motion picture, program, part of a mini-series or episode of a series which commences principal photography on or after [insert the date that is the first Sunday after 90 days following the AMPTP’s receipt of notice of ratification]. Otherwise, Article 36 of the 2019 Agreement shall apply in lieu thereof.]

“(a) Daily Rest Period

“(1) Except as provided in (2) below, there ~~There~~ will be a nine (9) ten (10) hour daily rest period after dismissal.

“(2) When an employee is required by the Employer to remain away from home overnight on distant location, the daily rest period shall be nine (9) hours, measured ‘portal-to-portal.’ However, if an employee works fourteen (14) or more hours on two (2) consecutive days for the same Employer on the same production, there will be a ten (10) hour rest period, commencing upon the employee’s dismissal on the second consecutive day so worked and continuing each day thereafter that the employee works for the same Employer on the same production until the employee either works a day of fewer than fourteen (14) hours or the employee has a day off. The preceding sentence shall not apply to pilots nor to series in their first season of production.

“(3) The penalty for a violation of the rest period (i.e., for allowing less than the applicable rest period), shall be to pay for the invaded hours only at an additional straight time.

“(b) Weekend Rest Period²

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

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

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

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

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

“An employee whose sixth day worked occurs on the seventh day of the workweek shall be entitled to a rest period of thirty-two (32) hours, inclusive of the daily rest period. The rest period shall be measured from dismissal on the employee’s fifth consecutive day of work to the start of the employee’s work day on the seventh day of the workweek.

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

“(5) Measurement of the weekend rest period shall be the same as applies to the daily rest period in this Article 36, except that the measurement of the weekend rest period for an employee who is required by the Employer to remain away from home overnight on distant location shall be ‘set-to-set’ or, if the employee is not employed on a set, ‘worksites-to-worksites,’ meaning the measurement for the weekend rest period shall commence upon dismissal at the set (or at the worksite) and end at call time at the set (or at the worksite).

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

“(c) When an employee is working without direct employer supervision and is given the prerogative to arrange the employee’s own work schedule, the employee shall not perform work that would result in an invasion of the rest period, unless the timing of the work and the invasion of the rest period is approved in advance by a designated representative of the Employer.”

c. *Modify Article 25 in the Local #161 Supplemental Digital Production Agreement (and make conforming changes) as follows:*

“25. CALL-BACKS

“The following provisions apply to employees employed on a motion picture, program, part of a mini-series or episode of a series which commences principal photography on or after [insert the date that is the first Sunday after 90 days following the AMPTP’s receipt of notice of ratification]. Otherwise, Article 25 of the 2019 Agreement shall apply.

“(a) Daily Rest Period

“(1) For employees working on motion pictures in Connecticut, Delaware, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, and the District of Columbia, rest periods following dismissal shall be eight (8)-ten (10) hours for work within the studio or

at a location. If the daily rest period is invaded by no more than two (2) hours, the employee shall be paid additional straight time for all such invaded time.
Otherwise, the penalty for an invasion of the daily rest period shall be as provided in Article 23(b) above.

“(2) For employees working on motion pictures in the Southeastern states, rest periods following dismissal shall be ten (10) hours. If the daily rest period is invaded by no more than eight(8) two (2) hours for work within the studio, ten (10) hours for report-to assignments outside a studio, but within the thirty (30) mile production zone (as defined in Article 21(b)(1) of this Agreement), nine (9) hours or one (1) hour for work on a nearby location (as defined in Article 21(b)(2) of this Agreement) or when transported from a studio to a location within the thirty (30) mile production zone the employee shall be paid additional straight time for all such invaded time. Otherwise, the penalty for an invasion of the daily rest period shall be as provided in Article 23(b) above.

“(3) 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	½ minimum call	½ 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 Period¹

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

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

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

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

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

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

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

“(iii) Producer 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.

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

“(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 between the fifth day worked and the seventh day of the workweek, inclusive of the daily rest period.

“(4) The penalty for invasion of the weekend rest periods set forth in subparagraph (b)(1)-(3) above shall be payment of additional straight time for the invaded hours only.

“(5) The rest periods set forth in subparagraph (b)(1)-(3) above do not apply to a workweek shift.

“(6) Measurement of the weekend rest period shall be the same as applies to the daily rest period under Article 25(a) above, except that the measurement of the weekend rest period for an employee who is required by the Employer to remain away from home overnight on distant location shall be ‘set-to-set’ or, if the employee is not employed on a set, ‘worksites-to-worksites,’ meaning the measurement for the weekend rest period shall commence upon dismissal at the set (or at the worksite) and end at call time at the set (or at the worksite).

“(c) When an employee is working without direct employer supervision and is given the prerogative to arrange the employee’s own work schedule, the employee shall not perform work that would result in an invasion of the rest period, unless the timing of the work and the invasion of the rest period is approved in advance by a designated representative of the Employer.”

Make conforming changes, including the following:

Modify subparagraph (b) of Article 23 (“Golden Hour Provisions”) to provide: “(b) Except with respect to the daily rest period as provided in Article 24(a), once 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 he shall have received a rest period of not less than eight (8) consecutive hours.”

In addition, modify subparagraph (b) of Article 23 (“Golden Hour Provisions”) to provide: “This subparagraph (b) does not apply to the weekend rest period provisions in Article 24(b).”

d. *Modify Article 27 in the Local #161 Supplemental Digital Production Agreement (and make conforming changes) as follows:*

“27. CALL-BACKS (Distant Location)

“The following provision applies to employees employed on a program, part of a mini-series or episode of a series which commences principal photography on or after [insert date that is the first Sunday that falls 90 days after the AMPTP’s receipt of notice of ratification]. Otherwise, Article 27 of the 2019 Agreement shall apply.

“(a) Daily Rest Period on Distant Location

“(1) Rest periods following dismissal shall be eight (8) hours on distant location. The daily rest period shall be nine (9) hours on distant location. If the daily rest period is invaded by no more than one (1) hour, the employee shall be paid additional straight time for all such invaded time. If the daily rest period is invaded by more than one (1) hour, then the penalty shall be as provided in Article 23(b) above.

“(2) 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 13.

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

“(b) Weekend Rest Period on Distant Location¹

“Article 25(b) shall apply on distant location, except that weekend rest periods on distant location shall be measured ‘set-to-set’ or, if the employee is not employed on a set, ‘worksite-to-worksit,’ meaning the measurement for the weekend rest period shall commence upon dismissal at the set (or at the worksite) and end at call time at the set (or at the worksite).

“(c) When an employee is working without direct employer supervision and is given the prerogative to arrange the employee’s own work schedule, the employee shall not perform work that would result in an invasion of the rest period, unless the timing of the work and the invasion of the rest period is approved in advance by a designated representative of the Employer.”

Make conforming changes.

5. Overtime and Premium Pay

Modify Article 34 in Part IV. of the Local #161 Motion Picture Theatrical and TV Series Production Agreement to provide that an employee will be paid two (2) times the employee’s regular hourly rate for all hours worked after twelve (12) hours worked on any work day (other than for Distant Hires) on:

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

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

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

Contract language changes are as follows:

“ARTICLE 34. OVERTIME AND PREMIUM PAY

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

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

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

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

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

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

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

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

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

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

Make conforming changes.

6. **Meals**

a. *Add a new Article 40(d) and modify the current Article 40(d) in Part IV of the Local #161 Motion Picture Theatrical and TV Series Production Agreement (and make conforming changes) as follows:*

“ARTICLE 40. MEALS

“(d) When an employee is working without direct employer supervision and is given the prerogative to arrange his/her meal periods, the employee shall be charged with the responsibility of taking proper meal period(s). Self-directed employees are to be given a meal allowance when a meal allowance is applicable (i.e., when an employee is a Distant Hire) but will not receive meals nor meal penalties. If the employee is given a meal, however, no meal allowance shall be payable. A meal need not be provided to employees working at a studio.

“(d)(e) (1) Except as provided in subparagraph (2) below, meal penalty for delayed meals shall be computed as follows:

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

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

“Third and each succeeding fourth half-hour (½) meal delay
or fraction thereof \$12.50

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

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

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

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

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

“Third and ~~each succeeding~~ fourth half-hour ($\frac{1}{2}$) meal delay or fraction thereof \$13.50

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

“For any workweek in which an employee is entitled to more than twenty (20) meal period penalties, all subsequent meal period penalties for that employee in that workweek shall be compensated at one (1) hour of pay at the prevailing rate for each one-half ($\frac{1}{2}$) hour of meal delay or fraction thereof.

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

Make conforming changes.

b. *Add a new Article 22(h) and modify the current Article 22(h) in the Local #161 Supplemental Digital Production Agreement (and make conforming changes) as follows:*

“22. MEAL PERIODS AND MEALS

“(h) When an employee is working without direct employer supervision and is given the prerogative to arrange his/her meal periods, the employee shall be charged with the responsibility of taking proper meal period(s). Self-directed employees are to be given a meal allowance when a meal allowance is applicable (i.e., when an employee is a Distant Hire) but will not receive meals nor meal penalties. If the employee is given a meal, however, no meal allowance shall be payable. A meal need not be provided to employees working at a studio.

“(h)(i) Effective [insert date that is the first Sunday following the AMPTP’s receipt of notice of ratification]:

“(1) Except as provided in subparagraph (2) below, the meal penalty for delayed meals shall be computed as follows:

“First one-half ($\frac{1}{2}$) hour meal delay or fraction thereof \$ 7.50

“Second one-half ($\frac{1}{2}$) hour meal delay or fraction thereof \$10.00

“Third and ~~each succeeding~~ fourth half-hour meal delay or fraction thereof \$12.50

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

"For any workweek in which an employee is entitled to more than twenty (20) meal period penalties, all subsequent meal period penalties for that employee in that workweek shall be compensated at one (1) hour of pay at the prevailing rate for each one-half (1/2) hour of meal delay or fraction thereof.

"(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 (1/2) hour meal delay or fraction thereof \$ 8.50

"Second one-half (1/2) hour meal delay or fraction thereof \$11.00

"Third and each succeeding fourth half-hour meal delay or fraction thereof \$13.50

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

"For any workweek in which an employee is entitled to more than twenty (20) meal period penalties, all subsequent meal period penalties for that employee in that workweek shall be compensated at one (1) hour of pay at the prevailing rate for each one-half (1/2) hour of meal delay or fraction thereof."

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

Make conforming changes.

7. **Martin Luther King Jr. Day and Holiday Pay**

- a. Effective January 1, 2023, Martin Luther King Jr. Day will be added to the list of recognized holidays under Articles 15(a) and 41 of the Local #161 Motion Picture Theatrical and TV Series Production Agreement and Article 28(b) of the Local #161 Supplemental Digital Production Agreement.
- b. Increase the unworked holiday percentage in Article 15(c) of the Local #161 Motion Picture Theatrical and TV Series Production Agreement and Article 28 of the Local #161 Supplemental Digital Production Agreement from 3.719% to 4%

commencing with the period January 1, 2023 to and including December 31, 2023 and continuing in the period January 1, 2024 to and including December 31, 2024.

8. **Local, Nearby and Distant Hires**

Modify the last sentence of Article 24(b)(3)(A)(ii) and Article 37(b) of the Motion Picture Theatrical and TV Series Production Agreement to increase the weekly living allowance for “Nearby Hires” as follows:

“Such employee shall be paid a weekly living allowance of no less than \$315 per week, or \$45 per day (no less than \$350 per week, or \$50 per day prorated, effective [insert date that is the first Sunday following the AMPTP’s receipt of notice of ratification]; \$385 per week, or \$55 per day prorated, effective March 5, 2023; and \$420 per week, or \$60 per day prorated, effective March 3, 2024).”

9. **Productions Made for New Media**

a. See the attached charts for changes to terms and conditions for certain High Budget SVOD Programs.

b. **Mid-Budget SVOD Programs**

Modify Paragraph D.(2) (and conform footnote numbers as necessary) of the Sideletter re: Productions Made for New Media of the Local #161 Motion Picture Theatrical and TV Series Production Agreement (and make conforming changes to Sideletter No. 5 re: Productions Made for New Media of the Local #161 Supplemental Digital Production Agreement):

“D. Terms and Conditions of Employment on Original New Media Productions (Other Than a ‘High Budget SVOD Program’)

“(2) Mid-Budget SVOD Programs

“(a) The terms and conditions set forth in this Paragraph D.(2) shall not apply to any program or series that continues in production on or after [the first Sunday following the AMPTP’s receipt of notice of ratification] and which qualified as a “Legacy”¹ Mid-Budget SVOD Program or series, and continues to qualify as a “Legacy” Mid-Budget SVOD Program or series, pursuant to Paragraph D.(2)(a)(i) or (ii) of the Sideletter re: Productions Made for New

¹ “During the 2022 negotiations, the parties agreed as a matter of housekeeping to rename “grandfathered” Mid-Budget SVOD Programs and series as “Legacy” Mid-Budget SVOD Programs and series.”

Media to the 2019 Local #161 Motion Picture Theatrical and TV Series Production Agreement.

“In addition, the terms and conditions set forth in this Paragraph D.(2) shall not apply to a Mid-Budget SVOD Program or episodes of a Mid-Budget SVOD series, the principal photography of which commences on or after [the first Sunday following the AMPTP’s receipt of notice of ratification] pursuant to a license agreement entered into prior to [the first Sunday following the AMPTP’s receipt of notice of ratification].² Paragraph D.(2) of the Sideletter re Productions Made for New Media to the 2019 Local #161 Motion Picture Theatrical and TV Series Production Agreement shall apply instead, except that minimum wage and fringe rates shall be subject to the increases negotiated during the 2022 negotiations.

“(a) The terms and conditions set forth in this Paragraph D.(2) shall be applicable prospectively only. They shall not apply to:

“(i) any program or series that would otherwise qualify as a “Mid-Budget SVOD Program” within the meaning of this Sideletter, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode, in the case of a series, commenced prior to March 1, 2020, or

“(ii) any program or series that would otherwise qualify as a “Mid-Budget SVOD Program” within the meaning of this Sideletter, for which the principal photography of the program or the first episode of the series commenced after March 1, 2020, if such program or series was produced pursuant to the terms of a *bona fide* license agreement with fixed and definite terms entered

² “If the licensee orders additional Mid-Budget SVOD Programs or episodes of a Mid-Budget SVOD series, the principal photography of which will commence on or after [the first Sunday following the AMPTP’s receipt of notice of ratification], pursuant to a license agreement entered into prior to [the first Sunday following the AMPTP’s receipt of notice of ratification], and the Employer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then the Mid-Budget SVOD Program or episodes of the Mid-Budget SVOD series shall be subject to the terms of the Sideletter re Productions Made for New Media to the 2022 Local #161 Motion Picture Theatrical and TV Series Production Agreement. In the event that Employer asserts that a Mid-Budget SVOD Program qualifies as a “Legacy” Mid-Budget SVOD Program under the provisions of the second paragraph of Paragraph D.(2)(a) above, a limited number of representatives of the IATSE, subject to the execution of a confidentiality agreement satisfactory in form to Employer, may inspect those portions of the license agreement that are relevant to determine whether the Employer had the right to renegotiate with respect to the material terms and conditions of the license for the additional programs or episodes. All information received or reviewed by representatives of the IATSE shall be kept confidential, and neither the IATSE nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.”

into by the Employer prior to March 1, 2020. However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to March 1, 2020.

“Any program or series described in subparagraphs (i) or (ii) above shall be subject to Paragraph D.(1) of this Sideletter. However, with respect to any such program or series described in subparagraphs (i) or (ii) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after March 1, 2020 and the Employer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then such additional programs or episodes shall be subject to this Paragraph D.(2).³

“Notwithstanding the foregoing, the Employer shall not reduce the terms and conditions of employment previously provided to Local #161-represented employees on programs or series covered by subparagraphs (i) or (ii) above.

“(b) Mid-Budget SVOD Programs Defined

“The terms and conditions set forth in Paragraph D.(2)(c) of this Sideletter shall be applicable only to original, live action dramatic new media productions made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following criteria (hereinafter “Mid-Budget SVOD Programs”):

<u>“Length of Program as Initially Exhibited*</u>	<u>“Mid-Budget” Threshold</u>
20-35 Minutes	\$900,000 or more but less than \$1,300,000
36-65 Minutes	\$1,750,000 or more but less than \$2,500,000

³ In the event that the Employer asserts that a program or series is grandfathered under the provisions of the second paragraph of Paragraph D.(2)(a) above, a limited number of representatives of the IATSE, subject to the execution of a confidentiality agreement satisfactory in form to the Employer, may inspect those portions of the license agreement that are relevant to determine whether the Employer had the right to renegotiate with respect to the material terms and conditions of the license for the additional programs or episodes. All information received or reviewed by representatives of the IATSE shall be kept confidential, and neither the IATSE nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

66 Minutes or more	\$2,100,000 or more but less than \$3,000,000
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“* Original, live action dramatic new media productions which are less than 20 minutes in length and made for initial exhibition on a subscription video-on-demand consumer pay platform are not subject to this Paragraph D.(2) and, instead, are subject to Paragraph D.(1) of this Sideletter, regardless of their budgets.

“(c) Terms and Conditions

“The terms and conditions for employees employed on a Mid-Budget SVOD Program shall be those set forth in the 2019-2022 Local #161 Motion Picture Theatrical and TV Series Production Agreement for a long-form television motion picture, except that:

“(i) Employees employed on a Mid-Budget SVOD Program shall be paid at the wage rates set forth in Article 10(a)(3) or 10(b)(3), as applicable, for the period two one periods prior to the period in question (e.g., during the period March 1, 2020 to February 28, 2021 March 5, 2023 to March 2, 2024, the wage rate for the period March 4, 2018 to March 2, 2019 March 6, 2022 to March 4, 2023 shall apply);

“(ii) Article 29 regarding vacation pay shall not apply; and

“(iii) Paragraph E.(5) of this Sideletter shall apply.“

c. Renew Paragraph H. of the Sideletters re Productions Made for New Media in the Motion Picture Theatrical and TV Series Production Agreement and the Supplemental Digital Production Agreement.

10. Sick Leave

Modify Article 9 of the Local #161 Motion Picture Theatrical and TV Series Production Agreement (and make conforming changes to Article 41 of the Local #161 Supplemental Digital Agreement) as follows:

“ARTICLE 9. ~~WAIVER OF NEW YORK CITY EARNED SICK TIME ACT AND SIMILAR LAWS~~ SICK LEAVE

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

“(1) Commencing [insert the date that is the first Sunday after 30 days following the AMPTP’s receipt of notice of ratification], employees shall accrue one (1)

hour of paid sick leave for every thirty (30) hours worked for the Employer, up to a maximum of fifty-six (56) hours per calendar year. In lieu of the foregoing hourly accrual of paid sick leave, an Employer may elect to provide its employees with a bank of (56) hours of sick leave at the beginning of each calendar year (or upon the employee's commencement of employment with the Employer, in the middle of the calendar year). The Employer may not reduce or revoke the employee's sick leave based on the number of hours actually worked by an employee during the calendar year if it elects to provide a bank of sick leave. For purposes of this Article 9(a), a calendar year shall be measured, as designated by the Employer, as either a calendar year running from January 1st to December 31st or as a regular and consecutive twelve-month period.

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

“(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. An Employer may request documentation from an employee confirming their eligibility to take sick leave where the employee uses leave for three or more consecutive and previously scheduled workdays. An employer cannot require an employee or the person providing documentation, including medical professionals, to disclose the reason for leave, except as required by law. Requests for documentation shall be limited to the following:

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

“(ii) An attestation from an employee of their eligibility to leave.

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

“(4) 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 an Employer may limit the use of sick leave to fifty-six (56) hours per calendar year. Nothing in this Article 9(a) shall be construed to require an employer to pay an employee for unused sick leave upon the employee's termination, resignation, retirement, or other separation from employment. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that has not been waived in this Agreement, any sick leave paid pursuant to the law shall count towards satisfying the Employer's obligations to provide paid sick leave under this Article 9(a).

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

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

"(8) Employer shall advise the employee of the designated Employer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 9(a). Upon the oral or written request of an employee to the designated Employer representative or department, the Employer shall provide a summary of the amounts of sick leave accrued and used by the employee in the current calendar year and/or any previous calendar year. The Employer shall provide the information to the employee within three (3) business days of the request.

"(9) Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided 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 [insert the date that is the first Sunday after 30 days following the AMPTP's receipt of notice of ratification], eligible employees covered by this Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Employer, up to a maximum of forty-eight (48) hours or six (6) days. (In lieu of the foregoing hourly accrual of paid sick leave, and provided that advance notice is given to the employee, an Employer may elect to provide employees,

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

“(2) To be eligible to accrue paid sick leave, the employee must have worked for the Employer for at least thirty (30) days within a one (1) year period, such year to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible employee has been employed by the Employer for ninety (90) days (based on days worked or guaranteed), such period to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Employer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days during each year of employment as defined by the Employer in advance. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that has not been waived in this Agreement, any sick leave paid pursuant to the law shall count towards satisfying the Employer's obligations to provide paid sick leave under this Article 9(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 Employer within one (1) year of the employee’s separation from employment, the employee’s accrued and unused sick leave is reinstated, and the employee may begin using the accrued sick leave upon rehire if the employee was previously eligible to use the sick leave or once the employee becomes eligible as provided above.

“(6) Employer shall advise the employee of the designated Employer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 9(b). The Employer will also indicate which period (i.e., calendar year or the employee’s anniversary date) the Employer selected to measure the thirty (30) day and ninety (90) day eligibility periods and the cap on accrual set forth in subparagraph (2) above or which period (i.e., calendar year or the employee’s anniversary date) the Employer selected to apply the bank of three (3) sick days as provided in subparagraph (1) above. Employer also shall notify Local #161 of the name and contact information of the designated Employer representative or department.

“(7) Any Employer that, as of [insert the date that is the first Sunday after 30 days following the AMPTP’s receipt of notice of ratification], had a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time, may continue such policy in lieu of the foregoing. Nothing shall prevent an Employer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any employee for exercising his or her right to use paid sick leave.

“(8) Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided 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 (C.34:11-56a *et seq.*); Chapter 160 of the Ordinances of the Township of Bloomfield, New Jersey (enacted by Ordinance No. 15-10); the Paid Sick Time for Private Employees Ordinance of East Orange, New Jersey (Ordinance No. 21-2014; East Orange Code Chapter 140, Section 1 *et seq.*); the Paid Sick Time Law of Jersey City, New Jersey (Chapter 4 of the Jersey City Municipal Code); Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey; Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey; the Sick Leave for Private Employees Ordinances of Elizabeth, New Jersey (Ordinance No. 4617); Irvington, New Jersey (Ordinance No. MC-3513); Montclair, New Jersey (Chapter 132, Article I of

the General Legislation of the Township of Montclair, NJ); Morristown, New Jersey (Ordinance No. O-35-2016); Newark, New Jersey (City Ordinance 13-2010); Passaic, New Jersey (Ordinance No. 1998-14); Paterson, New Jersey (Paterson Code Chapter 412) and Trenton, New Jersey; and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.”

11. **Diversity, Equity and Inclusion**

Add a new Article to the Motion Picture Theatrical and TV Series Agreement (which shall also apply to the Supplemental Digital Production Agreement) regarding diversity, equity and inclusion as follows:

“ARTICLE __. DIVERSITY, EQUITY AND INCLUSION

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

“In furtherance of this commitment, Employers, in partnership with the Union seek to create one or more diversity, equity and inclusion initiatives that are designed to enhance employment opportunities, as well as equip participants with the requisite knowledge, skills and credentials to work successfully in the classifications covered by this Agreement.

“(b) **Self-Identification Data.** During the 2022 negotiations, the parties discussed the efforts that have been made by the Employers and Local #161 to obtain information about the personal characteristics of their employees and the membership through voluntary self-identification. The parties recognize that obtaining such information is useful in expanding access to employment opportunities for under-represented groups and for tracking the success of their efforts to diversify the workforce. To that end, Local #161 agrees to encourage its members to voluntarily self-identify when requested to do so by the Local, the IATSE or an Employer, including when members are completing start paperwork for an Employer. To the extent that Local #161 or the IATSE has aggregated diversity statistics concerning Local #161-covered employees, Local #161 agrees to share the information with the Employer upon request, or shall authorize the IATSE to share the information with the Employer, but no more frequently than twice per year. To the extent that the Employer has aggregated diversity statistics concerning Local #161-covered employees, the Employer agrees to share the information with Local #161 upon request, but no more frequently than twice per year.

(c) Training Program Opportunities and Joint Mentorship Program. In connection with the parties' commitment to diversity, equity and inclusion as set forth in this Article ___, the parties shall discuss the development, administration and oversight of program(s) for on-the-job training within the motion picture industry in the classifications covered by this Agreement. The goal of the training program(s) shall be to greatly expand training program opportunities to enhance employment for individuals who are under-represented in this industry. The types of training programs established may vary depending on the experience of the candidates and the requirements of the classification for which the training is provided.

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

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

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

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

"(iv) Assignment. The Employer will assign working trainee(s) to productions after they complete any pre-training and/or craft orientation. The Employer shall provide the Union with written notification of the assignment. Recognizing the value of a mutual commitment to the success of the working trainee, Employers agree that working trainee(s) will not be assigned without the consent of the Script Supervisor or Production Office Coordinator as applicable. The Union agrees to encourage its members to participate in and support the working trainee program(s). Once a working trainee is assigned within a department, bargaining unit personnel shall assist in mentoring, training and developing the working trainee, and other employees likewise shall facilitate opportunities for the working trainee to learn.

"(v) Terms of Assignment. The working trainee may be assigned work on different productions, including productions of entities related to or

affiliated with the Employer. During the assignment, the working trainee, although not part of the bargaining unit covered by the applicable Agreement, may learn and perform bargaining unit work within an otherwise fully staffed classification. Working trainees in this capacity will not displace any employees working under the terms of the applicable Agreement and will be an additional position. No more than one trainee shall be assigned per department. The terms and conditions of employment for the trainee shall be determined by the Employer in its sole discretion. It is understood that the working trainee assignment need not be for consecutive days or periods of time. The training program shall be no less than thirty (30) days and no more than (60) days within a twelve (12) consecutive month period. The Employer may determine, in consultation with the Script Supervisor or Production Office Coordinator as applicable, that additional training is warranted and appropriate.

“(vi) Completion of Training Program. Once the individual has successfully completed the working trainee program as determined by the Employer, the Employer may assign the individual to work under the minimum rates, terms and conditions of the Local #161 Motion Picture Theatrical and TV Series Production Agreement (or the Local #161 Supplemental Digital Production Agreement) in an open position for which they have gained working trainee experience. The individual may be assigned as a member of the same department in which the individual had been working or on another production or in another assignment. The Employer shall provide the Union with written notification when a working trainee successfully completes the working trainee program of the Employer.

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

“(3) The Union shall maintain a list of individuals who have successfully completed an agreed-upon training program for each job classification, which list shall be made available to an Employer upon request.

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

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

“(6) Failure to provide notice to the Union under subparagraphs (1)(iv) and (vi) above is not subject to grievance and arbitration.

“(7) The parties also agree to create a joint mentorship program to foster connections between mentors and individuals from under-represented 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 individual’s opportunities for employment in the industry.”

Make conforming changes.

12. **Studio Definition**

The following shall be effective the first Sunday following the AMPTP’s receipt of notice of ratification, except that the studio definition with respect to the travel time rules for Script Supervisors in Part III of the 2022 Motion Picture Theatrical and TV Series Production Agreement (and analogous provision of the 2022 Supplemental Digital Production Agreement) shall be effective February 25, 2024. (Prior to February 25, 2024, the applicable travel time rules for those Script Supervisors shall be computed based upon the studio definition contained in the 2019 Agreement and the 2019 Supplemental Digital Production Agreement, as applicable.)

- a. *Modify Article 24(d) of the Motion Picture Theatrical and TV Series Production Agreement to provide as follows (and apply the same understanding to the Supplemental Digital Production Agreement):*

“(d) For purposes of this Agreement, a ‘studio’ shall be defined as any facility with a production office and one or more sound stage(s) that is used for motion picture production on other than a temporary basis. 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) having a certificate of occupancy for use as a studio, as well as any facility which operated as a studio prior to July 1, 1997, irrespective of whether it has a certificate of occupancy. A subcommittee consisting of representatives from the IATSE New York production locals, including a representative of Local #161, and the Labor Relations representatives of the Employers shall be established to review the definition of “studio.” Employers may call a meeting of the subcommittee to review whether a facility should be deemed a “studio” for purposes of this Agreement when the facility is unable to obtain a certificate of occupancy for use as a studio because the applicable governmental authority does not issue such certificates.”

Make conforming changes.

- b. Modify Article 24 of the Motion Picture Theatrical and TV Series Production Agreement and Article 21 of the Supplemental Digital Production Agreement to apply the “studio” terms and conditions that currently apply within the five (5)

boroughs and Nassau and Suffolk counties to apply as well to studios within a radius of thirty (30) miles of Columbus Circle.

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

a. *Add a new paragraph to the end of Article 11(a) of the Motion Picture Theatrical and TV Series Production Agreement as follows:*

"A four (4) hour minimum call shall apply for any day on which an employee does not work and reports for training at the request of an individual Employer. The Employer shall make pension, health and IAP contributions on behalf of an employee employed in New York, New Jersey or Connecticut (or hired in New York, New Jersey or Connecticut to work outside those three states, but within the geographic jurisdiction of this Agreement) pursuant to Article 28(c) on the basis of eight (8) hours. For an employee employed in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont or the District of Columbia (other than an employee described in the preceding sentence), the Employer shall contribute the amount due under Article 28(e) to the IATSE National Benefit Funds. If the training exceeds four (4) hours, then an eight (8) hour minimum call shall apply, and the Employer shall make pension, health and IAP contributions pursuant to Article 28(c) or contributions to the IATSE National Benefit Funds pursuant to Article 28(e), as applicable."

b. *Add a new paragraph to the end of Article 32(a) of the Motion Picture Theatrical and TV Series Production Agreement as follows:*

"A four (4) hour minimum call shall apply for any day on which an employee does not work and reports for training at the request of an individual Employer. The Employer shall contribute the amount due under Article 35 to the IATSE National Benefit Funds. If the training exceeds four (4) hours, then an eight (8) hour minimum call shall apply, and the Employer shall make contributions to the IATSE National Benefit Funds pursuant to Article 35. (An employee hired in New York, New Jersey or Connecticut to work outside those three states, but within the geographic jurisdiction of this Agreement, shall have pension, health and IAP contributions made on the employee's behalf pursuant to Article 28(c) on the basis of eight (8) hours.)"

c. *Modify the third paragraph of Article 20(a) of the Supplemental Digital Production Agreement as follows:*

"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, reports for safety training. 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.

"The Employer shall make pension, health and IAP contributions on behalf of an employee employed in New York, New Jersey or Connecticut (or hired in New York, New Jersey or Connecticut to work outside those three states, but within the geographic jurisdiction of this Agreement) pursuant to Article 31(b) on the basis of eight (8) hours. For all other employees, the Employer shall contribute the amount due under Article 31(d) to the IATSE National Benefit Funds.

"If the training exceeds four (4) hours, then an eight (8) hour minimum call shall apply, and the Employer shall make pension, health and IAP contributions pursuant to Article 31(b) or contributions to the IATSE National Benefit Funds pursuant to Article 31(d), as applicable."

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

Modify Article 11(b) and (c) of the Motion Picture Theatrical and TV Series Production Agreement and make conforming changes to Article 45(b) and (c), as well as Article 24(e) of the Supplemental Digital Production Agreement, as follows:

"(b) The Employer may cancel calls due to inclement weather (extreme heat, extreme cold, extreme wind, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions, hurricanes) for those employees working within a fifty (50) mile radius of Columbus Circle. The employee must be notified of the cancellation no later than 8:00 p.m. the night before the call. The Employer may also cancel calls for the first day of a new workweek (e.g., Monday) so long as the Employer makes an effort to inform employees on the last day of the preceding workweek (i.e., Friday in the case of a Monday call) of the possibility that the call will be cancelled and the employee is notified of the cancellation before 8:00 p.m. on the evening prior to the call (i.e., Sunday in the case of a Monday call). Local #161 agrees that it will not unreasonably deny a request by the Employer to cancel a call under this provision due to other weather conditions.

"(c) The Employer may issue a "weather-permitting" call for extreme heat, extreme cold, extreme wind, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions or hurricanes 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 the Union upon 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.

"In the event an employee employed in New York, New Jersey or Connecticut (or hired in New York, New Jersey or Connecticut to work outside those three states, but within the geographic jurisdiction of this Agreement) is notified not to report to work, he or she shall be paid four (4) hours of pay at straight time, which shall be subject to pension, health and IAP contributions pursuant to Article 28(c); however, if

the notification is untimely, the employee shall be paid for an eight (8) hour minimum call.

“In the event an employee employed in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont or the District of Columbia (other than an employee described in the preceding paragraph) is notified not to report to work, he or she shall be paid four (4) hours of pay at straight time, and the Employer shall contribute one-third (1/3) of the amount due under Article 28(e) to the IATSE National Benefit Funds; however, if the notification is untimely, the employee shall be paid for an eight (8) hour minimum call.

“The foregoing is in addition to the Employer’s rights under Article 11(b) above. Local #161 agrees that it will not unreasonably deny a request by the Employer to issue a “weather-permitting” call under this Article 11(c) for other weather conditions.”

15. **Temporary Upgrade**

Add a new subparagraph (d) to Article 11 (“Work Schedule”) in Part III. and a new subparagraph (c) to Article 32 (“Workday”) in Part IV. of the Motion Picture Theatrical and TV Series Production Agreement to provide as follows:

“(c) Any individual who is assigned to perform work in a classification covered by this Agreement for any part of a day shall be deemed to have worked in the classification for the entire workday. However, the provisions of this subparagraph do not apply unless the individual is assigned to work in the classification for two (2) hours or more.”

Make conforming changes, including by modifying Article 15 (“Work in Higher Classification”) to confirm its application in the Supplemental Digital Production Agreement.

16. **Gender-neutral Pronouns**

The parties agree to replace the gender-specific pronouns in the Local #161 Motion Picture Theatrical and TV Series Production Agreement and Local #161 Supplemental Digital Production Agreement with gender-neutral nouns such as "employee" or "individual," provided that such replacement does not result in any grammatical errors or substantive changes.

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


Carol A. Lombardini, President

Date: December 2, 2022

MOTION PICTURE SCRIPT/CONTINUITY SUPERVISORS, PRODUCTION COORDINATORS, PRODUCTION ACCOUNTANTS AND TRAVEL COORDINATORS UNION LOCAL #161, I.A.T.S.E., AFL-CIO & M.P.T.A.A.C.


Cynthia O'Rourke, Local #161 Business Agent

Date: November 17, 2022

EXHIBIT "A"
(AMPTP-represented Companies)

1440 Productions LLC	Main Gate Productions LLC
20 th Century Studios, Inc.	Marvel Picture Works LLC
ABC Signature, LLC fka Touchstone	Mesquite Productions, Inc.
Television Productions, LLC	Metro-Goldwyn-Mayer Pictures Inc.
ABC Signature Studios, Inc.	MGM Television Entertainment Inc.
ABC Studios New York, LLC	Netflix Productions, LLC
Adobe Pictures, Inc.	Netflix Studios, LLC
Alive and Kicking, Inc.	New Regency Productions, Inc.
Ambient Sounds Productions LLC	New Line Productions, Inc.
Apple Studios LLC	Olive Avenue Productions LLC
Apple Studios Louisiana LLC	On the Brink Productions, Inc.
Big Indie Pictures, Inc.	Open 4 Business Productions LLC
Bonanza Productions Inc.	Orange Cone Productions LLC
CBS Studios Inc.	Pacific 2.1 Entertainment Group, Inc.
Charlestown Productions LLC	Palladin Productions LLC
Columbia Pictures Industries, Inc.	Paramount Pictures Corporation
Delta Blues Productions LLC	Patch Bay Productions LLC
DW Studios Productions, LLC	Picrow, Inc.
Eye Productions Inc.	Picrow Streaming Inc.
Film 49 Productions, Inc.	PP21 Productions LLC
Focus Features Productions LLC	Redweed Productions, LLC
FTP Productions, LLC	Rose City Pictures, Inc.
GWave Productions, LLC	S & K Pictures, Inc.
Hop, Skip & Jump Productions, Inc.	Salty Pictures, Inc.
Horizon Scripted Television Inc.	San Vicente Productions, Inc.
Hostage Productions, Inc.	Screen Gems Productions, Inc.
Jay Squared Productions LLC	SLO Productions Inc.
Kapital Productions, LLC	Turner Films, Inc.
Kenwood TV Productions, Inc.	TVM Productions, Inc.
Kiki Tree Pictures Inc.	Twentieth Century Fox Film Corporation d/b/a 20 th Television
	Universal City Studios LLC
	Universal Content Productions LLC

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

XOF Studios, LLC

YNFS Productions LLC

2022 NY LOCAL 161 SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS NEGOTIATIONS

Comparison re Applicable Rates for One-Time High Budget SVOD Programs

One-Time High Budget SVOD Programs - NY Local 161 Script Supervisors and Production Office Coordinators

Changes to rates apply only to High Budget SVOD Programs subject to a license agreement entered into on or after March 5, 2023 (or in the absence of a license agreement, the principal photography of which commences on or after March 5, 2023).

		Budget	2019 Local #161 Majors Agreement & Supp. Digital Production Agmt (Current)	2022 Local #161 Majors Agreement & Supp. Digital Production Agreement
<66 Minutes (not pilot)	Paragraph 4(a) of NM SL - Tier 1 made for 20M+ subs.	n/a	Article 10(a)(1)(B)(i) or (ii) rates, or Article 10(b)(1) rates, as applicable	No change to current
	Paragraph (4(b) of NM SL - Tier 2 made for 20M+ subscribers; all programs made for <20M subs.	n/a	NY/NJ/CT: Article 10(a)(3) or Article 10(b)(3) rates, as applicable Outside NY/NJ/CT: Article 10(a)(3) or Article 10(b)(3) rates, as applicable, reduced by 10%	No change to current
66-84 Minutes (not pilot)	Paragraph (4(a) of NM SL - Tier 1 made for 20M+ subs.	n/a	Article 10(a)(3) or Article 10(b)(3) rates, as applicable	No change to current
	Paragraph (4(b) of NM SL - Tier 2 made for 20M+ subscribers; all programs made for <20M subs.	n/a	NY/NJ/CT: Article 10(a)(3) or Article 10(b)(3) rates, as applicable Outside NY/NJ/CT: Article 10(a)(3) or Article 10(b)(3) rates, as applicable, reduced by 10%	No change to current

2022 NY LOCAL 161 SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS NEGOTIATIONS

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		Budget	2019 Local #161 Majors Agreement & Supp. Digital Production Agmt (Current)	2022 Local #161 Majors Agreement & Supp. Digital Production Agreement
85-95 Minutes (not pilot)	Paragraph (4(a) of NM SL - Tier 1 made for 20M+ subs.	<\$20M*	Article 10(a)(3) or Article 10(b)(3) rates, as applicable	No change to current
		>=\$20M*		NY/NJ/CT: Article 10(a)(2)(A)(ii) "1st or 2nd Season" rates 1x back, or Article 10(b)(2) rates 1x back, as applicable Outside NY/NJ/CT: Article 10(a)(2)(B) rates 1x back or Article 10(b)(2) rates 1x back, as applicable
	Paragraph (4(b) of NM SL - Tier 2 made for 20M+ subscribers; all programs made for <20M subs.	<\$20M*	NY/NJ/CT: Article 10(a)(3) or Article 10(b)(3) rates, as applicable	No change to current
		>=\$20M*	Outside NY/NJ/CT: Article 10(a)(3) or Article 10(b)(3) rates, as applicable, reduced by 10%	NY/NJ/CT: Article 10(a)(2)(A)(ii) "1st or 2nd Season" rates 1x back or Article 10(b)(2) rates 1x back, as applicable Outside NY/NJ/CT: Article 10(a)(3) or Article 10(b)(3) rates, as applicable

2022 NY LOCAL 161 SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS NEGOTIATIONS

Comparison re Applicable Rates for One-Time High Budget SVOD Programs

One-Time High Budget SVOD Programs - NY Local 161 Script Supervisors and Production Office Coordinators

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		Budget	2019 Local #161 Majors Agreement & Supp. Digital Production Agmt (Current)	2022 Local #161 Majors Agreement & Supp. Digital Production Agreement
96+ Minutes (not pilot)	Paragraph (4(a) of NM SL - Tier 1 made for 20M+ subs.	<\$20M*	Article 10(a)(3) or Article 10(b)(3) rates, as applicable	No change to current
		\$20M* to \$32M**		NY/NJ/CT: Article 10(a)(2)(A)(ii) "1st or 2nd Season" rates 1x back, or Article 10(b)(2) rates 1x back, as applicable Outside NY/NJ/CT: Article 10(a)(2)(B) rates 1x back or Article 10(b)(2) rates 1x back, as applicable
		>=\$32M**	Article 10(a)(1)(A)(i) or (ii) rates, or Article 10(b)(1) rates, as applicable; theatrical terms and conditions	No change to current

2022 NY LOCAL 161 SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS NEGOTIATIONS

Comparison re Applicable Rates for One-Time High Budget SVOD Programs

One-Time High Budget SVOD Programs - NY Local 161 Script Supervisors and Production Office Coordinators

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		Budget	2019 Local #161 Majors Agreement & Supp. Digital Production Agmt (Current)	2022 Local #161 Majors Agreement & Supp. Digital Production Agreement
96+ Minutes (not pilot)	Paragraph (4(b) of NM SL - Tier 2 made for 20M+ subscribers; all programs made for <20M subs.	<\$20M*	NY/NJ/CT: Article 10(a)(3) or Article 10(b)(3) rates, as applicable	No change to current
		>=\$20M*	Outside NJ/NJ/CT: Article 10(a)(3) or Article 10(b)(3) rates, as applicable, reduced by 10%	NY/NJ/CT: Article 10(a)(2)(A)(ii) "1st or 2nd Season" rates 1x back or Article 10(b)(2) rates 1x back, as applicable Outside NY/NJ/CT: Article 10(a)(3) or Article 10(b)(3) rates, as applicable

*Budget threshold subject to general wage increases in each year starting on March 3, 2024.

**\$31,827,000 budget threshold subject to general wage increases in each year starting on March 6, 2022.

2022 NY LOCAL 161 SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS NEGOTIATIONS

HB SVOD Series and Mini-Series - NY Local 161 Script Supervisors and Production Office Coordinators

Changes to rates apply only to High Budget SVOD series or mini-series subject to a license agreement entered into on or after March 5, 2023 (or in the absence of a license agreement, a series for which principal photography of the first episode or part, as applicable, commences on or after March 5, 2023).

	Platform	Budget	2019 Local #161 Majors Agreement and Supp. Digital Production Agreement (Current)	2022 Local #161 Majors Agreement and Supplemental Digital Production Agreement
Episodic Series				
20-35 Minutes	Made for 20M+ subscribers	Tier 1 (\$2.1M+)	<p><u>Other than single-camera prime time dramatic recorded digitally:</u> Article 10(a)(1)(B)(i) or (ii) rates, or Article 10(b)(1) rates, as applicable</p> <p><u>Single-camera prime time dramatic recorded digitally:</u> <u>1st & 2nd seasons</u> - Article 10(a)(1)(B)(i) or (ii) rates 1x back, or Article 10(b)(1) rates 1x back, as applicable; <u>3rd/subseq. seasons</u> - Article 10(a)(1)(B)(i) or (ii) rates, or Article 10(b)(1) rates, as applicable</p>	no change to current
		Tier 2 (\$1.3M - <\$2.1M)	<p><u>NY/NJ/CT:</u> <u>1st season</u> - Article 10(a)(3) or Article 10(b)(3) rates, as applicable; <u>2nd season</u> - Article 10(a)(2)(A)(ii) "1st or 2nd Season" or Article 10(b)(2) rates, as applicable; <u>3rd/subseq. seasons</u> - Article 10(a)(2)(A)(ii) "3rd or Subseq. Season" or Article 10(b)(2) rates, as applicable</p> <p><u>Outside NY/NJ/CT:</u> <u>1st season</u> - Article 10(a)(3) or Article 10(b)(3) rates, as applicable, reduced by 10%; <u>2nd & 3rd seasons</u> - Article 10(a)(2)(B) rates 1x back, or Article 10(b)(2) rates 1x back, as applicable; <u>4th/subseq. seasons</u> - Article 10(a)(2)(B) rates or Article 10(b)(2) rates, as applicable</p>	<p><u>NY/NJ/CT:</u> <u>1st season</u> - Article 10(a)(2)(A)(ii) "1st or 2nd Season" rates 1x back or Article 10(b)(2) rates 1x back, as applicable; <u>2nd/subseq. seasons</u> - no change to current</p> <p><u>Outside NY/NJ/CT:</u> <u>1st season</u> - Article 10(a)(3) or Article 10(b)(3) rates, as applicable; <u>2nd/subseq. seasons</u> - no change to current</p>

2022 NY LOCAL 161 SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS NEGOTIATIONS

HB SVOD Series and Mini-Series - NY Local 161 Script Supervisors and Production Office Coordinators

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	Platform	Budget	2019 Local #161 Majors Agreement and Supp. Digital Production Agreement (Current)	2022 Local #161 Majors Agreement and Supplemental Digital Production Agreement
20-35 Minutes (continued)	Made for <20M subscribers	Tier 1 (\$2.1M+)	<u>NY/NJ/CT:</u> <u>1st season</u> - Article 10(a)(3) or Article 10(b)(3) rates, as applicable; <u>2nd season</u> - Article 10(a)(2)(A)(ii) "1st or 2nd Season" or Article 10(b)(2) rates, as applicable; <u>3rd/subseq. seasons</u> - Article 10(a)(2)(A)(ii) "3rd or Subseq. Season" or Article 10(b)(2) rates, as applicable	<u>\$4.0M* or More:</u> <u>NY/NJ/CT:</u> <u>1st season</u> - Article 10(a)(2)(A)(ii) "1st or 2nd Season" rates 1x back or Article 10(b)(2) rates 1x back, as applicable; <u>2nd/subseq. seasons</u> - no change to current
		Tier 2 (\$1.3M - <\$2.1M)	<u>Outside NY/NJ/CT:</u> <u>1st season</u> - Article 10(a)(3) or Article 10(b)(3) rates, as applicable, reduced by 10%; <u>2nd & 3rd seasons</u> - Article 10(a)(2)(B) rates 1x back, or Article 10(b)(2) rates 1x back, as applicable; <u>4th/subseq. seasons</u> - Article 10(a)(2)(B) rates or Article 10(b)(2) rates, as applicable	<u>Outside NY/NJ/CT:</u> <u>1st season</u> - Article 10(a)(3) or Article 10(b)(3) rates, as applicable; <u>2nd/subseq. seasons</u> - no change to current <u>\$1.3M - <\$4.0M*:</u> no change to current

**Budget threshold subject to general wage increases in each year starting on March 3, 2024*

2022 NY LOCAL 161 SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS NEGOTIATIONS

HB SVOD Series and Mini-Series - NY Local 161 Script Supervisors and Production Office Coordinators

Changes to rates apply only to High Budget SVOD series or mini-series subject to a license agreement entered into on or after March 5, 2023 (or in the absence of a license agreement, a series for which principal photography of the first episode or part, as applicable, commences on or after March 5, 2023).

	Platform	Budget	2019 Local #161 Majors Agreement and Supp. Digital Production Agreement (Current)	2022 Local #161 Majors Agreement and Supplemental Digital Production Agreement
Episodic Series				
36-65 Minutes	Made for 20M+ subscribers	Tier 1 (\$3.8M+)	<p>NY/NJ/CT: <u>1st & 2nd seasons</u> - Article 10(a)(2)(A)(ii) "1st or 2nd Season" or Article 10(b)(2) rates, as applicable; <u>3rd/subseq. seasons</u> - Article 10(a)(2)(A)(ii) "3rd or Subseq. Season" or Article 10(b)(2) rates, as applicable</p> <p>Outside NY/NJ/CT: Article 10(a)(2)(B) or Article 10(b)(2) rates, as applicable</p>	no change to current
		Tier 2 (\$2.5M - <\$3.8M)	<p>NY/NJ/CT: <u>1st season</u> - Article 10(a)(3) or Article 10(b)(3) rates, as applicable; <u>2nd season</u> - Article 10(a)(2)(A)(ii) "1st or 2nd Season" or Article 10(b)(2) rates, as applicable; <u>3rd/subseq. seasons</u> - Article 10(a)(2)(A)(ii) "3rd or Subseq. Season" or Article 10(b)(2) rates, as applicable</p> <p>Outside NY/NJ/CT: <u>1st season</u> - Article 10(a)(3) or Article 10(b)(3) rates, as applicable, reduced by 10%; <u>2nd & 3rd seasons</u> - Article 10(a)(2)(B) rates 1x back, or Article 10(b)(2) rates 1x back, as applicable; <u>4th/subseq. seasons</u> - Article 10(a)(2)(B) rates or Article 10(b)(2) rates, as applicable</p>	<p>NY/NJ/CT: <u>1st season</u> - Article 10(a)(2)(A)(ii) "1st or 2nd Season" rates 1x back or Article 10(b)(2) rates 1x back, as applicable; <u>2nd/subseq. seasons</u> - no change to current</p> <p>Outside NY/NJ/CT: <u>1st season</u> - Article 10(a)(3) or Article 10(b)(3) rates, as applicable; <u>2nd/subseq. seasons</u> - no change to current</p>

2022 NY LOCAL 161 SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS NEGOTIATIONS

HB SVOD Series and Mini-Series - NY Local 161 Script Supervisors and Production Office Coordinators

Changes to rates apply only to High Budget SVOD series or mini-series subject to a license agreement entered into on or after March 5, 2023 (or in the absence of a license agreement, a series for which principal photography of the first episode or part, as applicable, commences on or after March 5, 2023).

	Platform	Budget	2019 Local #161 Majors Agreement and Supp. Digital Production Agreement (Current)	2022 Local #161 Majors Agreement and Supplemental Digital Production Agreement
36-65 Minutes (continued)	Made for <20M subscribers	Tier 1 (\$3.8M+)	<p>NY/NJ/CT:</p> <p><u>1st season</u> - Article 10(a)(3) or Article 10(b)(3) rates, as applicable;</p> <p><u>2nd season</u> - Article 10(a)(2)(A)(ii) "1st or 2nd Season" or Article 10(b)(2) rates, as applicable;</p> <p><u>3rd/subseq. seasons</u> - Article 10(a)(2)(A)(ii) "3rd or Subseq. Season" or Article 10(b)(2) rates, as applicable</p> <p>Outside NY/NJ/CT:</p> <p><u>1st season</u> - Article 10(a)(3) or Article 10(b)(3) rates, as applicable, reduced by 10%;</p> <p><u>2nd & 3rd seasons</u> - Article 10(a)(2)(B) rates 1x back, or Article 10(b)(2) rates 1x back, as applicable;</p> <p><u>4th/subseq. seasons</u> - Article 10(a)(2)(B) rates or Article 10(b)(2) rates, as applicable</p>	<p>\$8.0M* or more:</p> <p>NY/NJ/CT:</p> <p><u>1st season</u> - Article 10(a)(2)(A)(ii) "1st or 2nd Season" rates or Article 10(b)(2) rates, as applicable;</p> <p><u>2nd/subseq. seasons</u> - no change to current</p> <p>Outside NY/NJ/CT:</p> <p><u>1st season</u> - Article 10(a)(2)(B) rates 1x back or Article 10(b)(2) rates 1x back, as applicable;</p> <p><u>2nd/subseq. seasons</u> - no change to current</p> <p>\$3.8M - <\$8.0M*:</p> <p>NY/NJ/CT:</p> <p><u>1st season</u> - Article 10(a)(2)(A)(ii) "1st or 2nd Season" rates 1x back or Article 10(b)(2) rates 1x back, as applicable;</p> <p><u>2nd/subseq. seasons</u> - no change to current</p> <p>Outside NY/NJ/CT:</p> <p><u>1st season</u> - Article 10(a)(3) or Article 10(b)(3) rates, as applicable;</p> <p><u>2nd/subseq. seasons</u> - no change to current</p>
		Tier 2 (\$2.5M - <\$3.8M)		\$2.5M - <\$3.8M: no change to current

*Budget threshold subject to general wage increases in each year starting on March 3, 2024

2022 NY LOCAL 161 SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS NEGOTIATIONS

HB SVOD Series and Mini-Series - NY Local 161 Script Supervisors and Production Office Coordinators

Changes to rates apply only to High Budget SVOD series or mini-series subject to a license agreement entered into on or after March 5, 2023 (or in the absence of a license agreement, a series for which principal photography of the first episode or part, as applicable, commences on or after March 5, 2023).

	Platform	Budget	2019 Local #161 Majors Agreement and Supp. Digital Production Agreement (Current)	2022 Local #161 Majors Agreement and Supplemental Digital Production Agreement
Mini-Series				
<66 Minutes	Made for 20M+ subscribers	Tier 1 (\$2.1M+ for 20-35 min./ \$3.8M+ for 36-65 min.)	Article 10(a)(3) or Article 10(b)(3) rates, as applicable	<u>NY/NJ/CT:</u> Article 10(a)(2)(A)(ii) "1st or 2nd Season" rates or Article 10(b)(2) rates, as applicable <u>Outside NY/NJ/CT:</u> Article 10(a)(2)(B) or Article 10(b)(2) rates, as applicable
		Tier 2 (\$1.3M-\$2.1M for 20-35 min./ \$2.5M-\$3.8M for 36-65 min.)	<u>NY/NJ/CT:</u> Article 10(a)(3) or Article 10(b)(3) rates, as applicable <u>Outside NY/NJ/CT:</u> Article 10(a)(3) or Article 10(b)(3) rates, as applicable, reduced by 10%	<u>NY/NJ/CT:</u> Article 10(a)(2)(A)(ii) "1st or 2nd Season" rates 1x back or Article 10(b)(2) rates 1x back, as applicable <u>Outside NY/NJ/CT:</u> Article 10(a)(3) or Article 10(b)(3) rates, as applicable
	Made for <20M subscribers	Tier 1 (\$2.1M+ for 20-35 min./ \$3.8M+ for 36-65 min.)	<u>NY/NJ/CT:</u> Article 10(a)(3) or Article 10(b)(3) rates, as applicable <u>Outside NY/NJ/CT:</u> Article 10(a)(3) or Article 10(b)(3) rates, as applicable, reduced by 10%	<u>\$8.0M* or more:</u> <u>NY/NJ/CT:</u> Article 10(a)(2)(A)(ii) "1st or 2nd Season" rates or Article 10(b)(2) rates, as applicable <u>Outside NY/NJ/CT:</u> Article 10(a)(2)(B) rates 1x back or Article 10(b)(2) rates 1x back, as applicable
		Tier 2 (\$1.3M-\$2.1M for 20-35 min./ \$2.5M-\$3.8M for 36-65 min.)		<u>Less than \$8.0M*:</u> <u>NY/NJ/CT:</u> Article 10(a)(2)(A)(ii) "1st or 2nd Season" rates 1x back or Article 10(b)(2) rates 1x back, as applicable <u>Outside NY/NJ/CT:</u> Article 10(a)(3) or Article 10(b)(3) rates, as applicable

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	Platform	Budget	2019 Local #161 Majors Agreement and Supp. Digital Production Agreement (Current)	2022 Local #161 Majors Agreement and Supplemental Digital Production Agreement
66+ Minutes	Made for 20M+ subscribers	> \$4M/part	Article 10(a)(3) or Article 10(b)(3) rates, as applicable	<u>\$9.5M* or more:</u> <u>NY/NJ/CT:</u> Article 10(a)(2)(A)(ii) "1st or 2nd Season" rates or Article 10(b)(2) rates, as applicable <u>Outside NY/NJ/CT:</u> Article 10(a)(2)(B) or Article 10(b)(2) rates, as applicable
		\$3.0M - \$4.0M/part		<u>>\$6.0M* - <\$9.5M*:</u> <u>NY/NJ/CT:</u> Article 10(a)(2)(A)(ii) "1st or 2nd Season" rates 1x back or Article 10(b)(2) rates 1x back, as applicable <u>Outside NY/NJ/CT:</u> Article 10(a)(2)(B) rates 1x back or Article 10(b)(2) rates 1x back, as applicable

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	Platform	Budget	2019 Local #161 Majors Agreement and Supp. Digital Production Agreement (Current)	2022 Local #161 Majors Agreement and Supplemental Digital Production Agreement
66+ Minutes (continued)	Made for <20M subscribers	> \$4M/part	<u>NY/NJ/CT:</u> Article 10(a)(3) or Article 10(b)(3) rates, as applicable <u>Outside NY/NJ/CT:</u> Article 10(a)(3) or Article 10(b)(3) rates, as applicable, reduced by 10%	<u>\$9.5M* or more:</u> <u>NY/NJ/CT:</u> Article 10(a)(2)(A)(ii) "1st or 2nd Season" rates or Article 10(b)(2) rates, as applicable <u>Outside NY/NJ/CT:</u> Article 10(a)(2)(B) 1x back or Article 10(b)(2) 1x back rates, as applicable
		\$3.0M - \$4.0M/part		<u>>\$6.0M* - <\$9.5M*:</u> <u>NY/NJ/CT:</u> Article 10(a)(2)(A)(ii) "1st or 2nd Season" rates 1x back or Article 10(b)(2) rates 1x back, as applicable <u>Outside NY/NJ/CT:</u> Article 10(a)(3) or Article 10(b)(3) rates, as applicable

*Budget threshold subject to general wage increases in each year starting on March 3, 2024