

THEATRICAL WARDROBE UNION,

LOCAL 764

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

FEATURE AND TELEVISION PRODUCTION AGREEMENT

with

THE MAJOR MOTION PICTURE PRODUCERS

Term of Agreement:

March 1, 2022 to and including February 28, 2025

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THEATRICAL WARDROBE UNION, LOCAL 764, I.A.T.S.E. FEATURE AND TELEVISION PRODUCTION AGREEMENT

This Agreement, made and entered into by and between the Alliance of Motion Picture and Television Producers (hereinafter "AMPTP") on behalf of those Producers listed on Exhibit "A" attached hereto (herein referred to individually as "the Employer" or "the Producer" and collectively as "the Employers" or "the Producers"), on the one hand, and the Theatrical Wardrobe Union, Local 764, of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, located at 545 West 45th Street, 2nd Floor, New York, N.Y. 10036 (herein called the "Union"), on the other hand.

The terms and conditions of this Agreement shall be effective as of September 25, 2022, except that when an effective date other than September 25, 2022 is specified, the provision shall be effective on the date specified. The terms and conditions of the 2019 Local 764 Feature and Television Production Agreement shall apply until September 25, 2022 except when an earlier effective date is specified in this Agreement.

1. WARRANTY, RECOGNITION, SCOPE AND UNION SECURITY

(a) The Union warrants that it represents for collective bargaining purposes a majority of employees performing the traditional duties hereinafter described, within the territorial jurisdiction of said Union, as hereinafter defined.

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

(c) Any clothing, whether purchased or hired, worn in connection with the production shall be considered "wardrobe" for the purpose of this Agreement.

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

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

(e) A Costume Department Supervisor (men or women) will be the first person hired on the production when there is work to be performed. These positions shall not be gender specific. In no event will the Producer require any wardrobe employee to dress, undress, or make changes for a performer of the opposite sex if such change involves the removal of clothing in excess of conventional street clothing.

(f) Neither the Union nor the Producer shall discriminate against any employee or applicant for employment in any respect by reason of Union activity, race, color, creed, national origin, sex, age, disability or sexual orientation.

(g) Union Security

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

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

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

2. JURISDICTION

The territorial jurisdiction of the Union shall cover the area within a radius of fifty (50) miles from Columbus Circle and it shall include, in addition, all of Long Island.

The Producer recognizes Local 764's jurisdiction when videotape is utilized on a given feature covered by this Agreement with respect to the employees in the job categories set forth above. The above is subject

to the mutual agreement of the parties with respect to wage scales, working conditions and wardrobe employee requirements for videotape operations.

3. WORK SCHEDULE

(a) The standard day's work (inclusive of work on the sixth and seventh days of a workweek and holidays) for all employees working on a daily or weekly basis shall consist of any eight (8) hours, with one (1) hour for lunch.

When additional wardrobe employees are employed for any "crowd" scenes (those using ten (10) or more additional persons), the minimum call for these "additional" employees shall be four (4) hours. Such employees shall receive six (6) hours' pay for such four (4) hours. If such daily employees work beyond the fourth hour, they shall be paid not less than the eight (8) hour minimum call.

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. Employer shall make contributions pursuant to Article 15. Those contributions or portions of contributions that are calculated at a "per hour" rate shall be made on the basis of eight (8) hours. If the training exceeds four (4) hours, then an eight (8) hour minimum call shall apply, and the Employer shall make contributions pursuant to Article 15.

(b) The regular workweek shall consist of any five (5) consecutive days out of any seven (7) consecutive days, commencing with the first of such five (5) days.

(c) One time during the production of a motion picture (including pilots), or in the case of episodic television, once between

hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one (1) week), the Employer may shift the workweek, without incurring added costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off of the prior workweek and/or by shifting a workweek commencing on Tuesday to a workweek commencing on Monday, provided that the intervening Sunday is a day off.

If the Employer otherwise shifts the workweek such that the new workweek invades the preceding workweek and the employee would receive fewer than two (2) consecutive days off in the workweek as a result of a workweek shift, the Employer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek. In no case may the Employer shift the workweek for the sole purpose of avoiding payment for an unworked holiday. The Wardrobe Supervisor's minimum workweek shall be five (5) days per week, with all overtime work paid in accordance with the applicable provision herein. When practical, the Producer will notify the Wardrobe Supervisor in advance of the shooting day of the exact number of actors.

The Producer shall notify the Wardrobe Heads of any shifts in the workweek at least three (3) days before the start of the new workweek.

The parties confirm that the foregoing "shift in workweek" provision allows for a "round-trip" switch, so that the Employer is permitted to return the workweek to the originally scheduled workweek without incurring additional costs (*e.g.*, a Monday-Friday shift which is switched to Tuesday-Saturday can be returned to Monday-Friday without incurring additional costs).

(d) A workday starting on one calendar day and running into the next calendar day shall be credited to the first calendar day, except that

an employee whose work shift overlaps into a holiday or from a holiday into the next day should be paid double the Employee's regular basic hourly rate for those hours worked on the calendar holiday.

4. OVERTIME

(a) All work performed in excess of eight (8) hours worked in any day shall constitute and be known as overtime, and shall be paid at one and one-half times the employee's regular basic hourly rate. Work performed in excess of twelve (12) hours worked in any day shall be paid at double the employee's regular basic hourly rate. For employees employed on theatrical motion pictures only, all work performed after fourteen (14) hours worked shall be paid at two and one-half times the employee's regular basic hourly rate.

All work on the sixth day worked in the employee's workweek shall be paid at one and one-half times the employee's regular basic hourly rate for the first twelve (12) hours worked. Work performed in excess of twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate. For employees employed on theatrical motion pictures only, all work performed after fourteen (14) hours worked shall be paid at two and one-half times the employee's regular basic hourly rate.

All work on the seventh day worked in the employee's workweek and on holidays shall be paid at double the employee's regular basic hourly rate. Work performed in excess of fourteen (14) hours worked shall be paid at two and one-half times the employee's regular basic hourly rate. Work on sixth days, seventh days and holidays shall be for a minimum of eight (8) hours with all other applicable provisions of this contract in force.

(b) Overtime shall be computed in minimum units of one-tenth (1/10) hour.

5. REST PERIODS

(a) Daily Rest Period

(1) A rest period of ten (10) hours shall be allowed between one day of work and the next. Except as provided otherwise in subparagraphs (i) and (ii) below, if less than a ten (10) hour rest period is allowed, then all work performed shall be paid at double the employee's regular basic hourly rate for the hours so invaded.

(i) Prior to December 25, 2022, if, on the previous work day, the employee has worked more than fourteen (14) consecutive hours and receives less than a ten (10) hour rest period, the employee shall be paid at two and one-half times the employee's regular basic hourly rate for the hours so invaded.

(ii) Effective December 25, 2022:

An employee on a theatrical motion picture who has worked more than fourteen (14) consecutive hours on the previous work day and receives less than a ten (10) hour rest period shall be paid additional straight time upon resuming work until the employee receives a rest period of at least ten (10) hours.

An employee on a television motion picture who has worked more than fourteen (14) consecutive hours on the previous work day and receives a rest period of at least nine (9) hours but less than ten (10) hours shall be paid at two and one-half times the employee's regular basic hourly rate for the hours so invaded. If the employee receives less than a nine (9) hour rest period, the employee shall be paid additional straight time upon resuming work until the employee receives a rest period of at least nine (9) hours.

(2) When the Daily Rest Period Starts and Ends

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

In the New York metropolitan area, when an employee is required to report to a location within the thirty (30) mile zone (as defined in Article 8(a)(1) of this Agreement), and within the area bounded by 125th Street and the Battery, the daily rest period shall commence at the time of dismissal at the location and, if called to work by the same Employer at a similar zone location the following day, end at the call time for the next day.

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

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

If the employee reports to a location within the thirty (30) mile zone, but outside the area between 125th Street and the Battery for the same Employer on the following day, then the daily rest period ends when the amount of time required for the employee to travel from either a mutually-agreed upon point in the area bounded by 125th

Street and the Battery or from the area bounded by 125th Street and the Battery to the location is subtracted from the employee's call time.

For example, suppose an employee is required to report to Newark. The employee is dismissed from work at 7:00 p.m. Suppose the agreed-upon travel time from Newark to reach the perimeter of the area between 125th Street and the Battery is one-half ($\frac{1}{2}$) hour. The employee's daily rest period begins at 7:30 p.m. Suppose the employee is required to report to Newark for the same Employer the following day at 7:00 a.m. The employee's daily rest period ends at 6:30 a.m.

(iii) For Employees Reporting to a Studio

In the New York metropolitan area, when an employee is required to report to a studio located within the thirty (30) mile zone (as defined in Article 8(a)(1) of this Agreement), the daily rest period shall commence at the time of dismissal at the studio and, if called to work at the studio by the same Employer the following day, end at the call time for the next day.

(iv) For Employees Reporting to Work on Nearby Locations in the New York Metropolitan Area

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

area bounded by 125th Street and the Battery to the location is subtracted from the employee's call time, if called to work by the same Employer at a nearby location on the following day.

For example, an employee is required to report for work to Princeton, N.J. The employee is dismissed from work at 7:00 p.m. Suppose the agreed-upon travel time from Princeton to the perimeter of the area bounded by 125th Street and the Battery is one and one-half (1½) hours. The employee's daily rest period begins at 8:30 p.m. Suppose the employee is required to report to Princeton the following day at 8:00 a.m. The employee's daily rest period ends at 6:30 a.m.

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

(b) Weekend Rest Period¹

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 December 25, 2022.

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

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

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

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

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

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

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

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

(iii) Employer may utilize the foregoing exceptions:

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

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

(C) twice on a 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 5, except that measurement of the weekend rest period for employees on distant location shall be "set-to-set," or if the employee is not employed on a set, worksite-to-worksit.

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

6. HOLIDAYS

(a) (1) Prior to January 1, 2023, the following days shall be designated as holidays: New Year's Day, Presidents' Day, Memorial

Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

(2) Effective January 1, 2023, the following days shall be designated as holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

Any holiday designated by federal statute shall be considered to fall on the day so designated, except that any holiday falling on a Saturday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be recognized as falling on the previous Friday, and any holiday falling on Sunday shall be recognized as falling on the following Monday. However, a Saturday holiday in a six (6) day workweek will be celebrated on a Saturday.

(b) Each regular weekly employee shall be paid a minimum eight (8) hour day for any unworked holiday which falls during the workweek.

The parties agree that a daily employee will be paid for an unworked holiday (other than Martin Luther King Jr. Day) if: (i) the employee works the four (4) consecutive work days immediately preceding a holiday in a five (5) day workweek or the five (5) consecutive work days immediately preceding a holiday in a six (6) day week; and (ii) the employee works at least one day in the same workweek as the holiday. For example, if a holiday falls on a Wednesday in a Monday through Friday workweek, an employee who works the Monday and Tuesday before the holiday and the Thursday and Friday of the previous workweek will receive unworked holiday pay. If a holiday falls on a Monday in a Monday through Friday workweek, an employee who works the Tuesday through Friday before the holiday, but does not work any days during the holiday week will not receive holiday pay.

Effective January 1, 2023, a daily employee who does not work on Martin Luther King Jr. Day will be paid for the unworked holiday if the employee works the scheduled work day before and the scheduled work day after Martin Luther King Jr. Day. (If the scheduled work day before Martin Luther King Jr. Day precedes (or the next scheduled workday after Martin Luther King Jr. Day follows) a hiatus of one (1) week or more, no unworked holiday pay shall be payable.)

An employee shall not be replaced solely for the purpose of evading the holiday obligation under this paragraph.

7. MEAL PERIODS

(a) Meal periods shall be not less than one-half (½) hour nor more than one (1) hour in length. Not more than one meal period shall be deducted from work time for an employee during the minimum call. A second meal period may be deducted from work time for those employees who work in excess of the minimum call. The minimum guarantee of work time after an evening meal shall be one and one-half (1½) hours. This guarantee does not apply when such meal is supplied at the Producer's expense.

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

(c) The meal interval may be extended one-half ($\frac{1}{2}$) hour (one (1) hour for television) without penalty when used for wrapping up or to complete the camera take(s) in progress, until print quality is achieved. Such extension shall not be scheduled nor automatic.

(d) If any member of the company after commencement of work time is given a reasonable hot breakfast, without deducting the time spent in eating (thirty (30) minutes) from work time, then the first meal may be six (6) hours after such breakfast. The parties hereby confirm that the reference to "a reasonable hot breakfast" means a meal appropriate to the time of day.

(e) An employee working without direct employer supervision who is given the prerogative to arrange the employee's own meal periods shall be charged with the responsibility of taking proper meal period(s).

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

On theatrical motion pictures:

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

Second one-half ($\frac{1}{2}$) hour meal delay or fraction
thereof.....\$15.00

Third and each succeeding one-half ($\frac{1}{2}$) hour meal
delay or fraction thereof.....One hour of pay at the
prevailing rate.

On television motion pictures (other than television motion pictures shooting in a studio):

First one-half (½) hour meal delay or fraction thereof.....	\$ 6.50
Second one-half (½) hour meal delay or fraction thereof.....	\$ 7.50
Third one-half (½) hour meal delay or fraction thereof.....	\$17.50
Fourth and each succeeding one-half (½) hour meal delay or fraction thereof.....	One hour of pay at the prevailing rate.

On television motion pictures shooting in a studio:

First one-half (½) hour meal delay or fraction thereof.....	\$ 7.50
Second one-half (½) hour meal delay or fraction thereof.....	\$ 8.50
Third one-half (½) hour meal delay or fraction thereof.....	\$18.50
Fourth and each succeeding one-half (½) hour meal delay or fraction thereof.....	One hour of pay at the prevailing rate.

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

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

In addition, the parties agree to the following clarification: Meals need not be provided to employees working at a studio. A “studio” shall be defined as any facility with a production office and one or more sound stage(s) that is used for motion picture production on other than a temporary basis and that is located within the thirty (30) mile report-to zone (as defined in Article 8(a)). Examples of studios include but are not limited to: Steiner Studios (Brooklyn), Silvercup Studios (Long Island City, Queens, Bronx), Meadowlands Arena fka Izod Center, Kearny Point, Palisades Stages (Kearny, NJ), Haven Studios (Mount Vernon, NY) and 21 Caven Point Avenue (Jersey City, NJ).

8. LOCATION

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

(1) The Thirty (30) Mile Zone

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

(2) **Nearby Locations**

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

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

(b) **Distant Locations**

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

(1) The employee's necessary traveling expenses, meals and lodging shall be made available at the Producer's expense. First class transportation shall be furnished by the Producer to and from location. Jet coach travel, on a regularly-scheduled commercial airline,

shall be deemed first class transportation for travel within the continental United States. For travel outside the continental United States, employees shall be furnished with business class accommodations. Producer agrees to use its best efforts to furnish and maintain, during travel time, reasonably comfortable riding conditions, avoiding overcrowding and providing proper space for baggage and tools.

(2) For any day of the week (including holidays) on which an employee travels only, the employee shall receive an allowance equivalent to four (4) hours of pay at straight time or pay for the time actually traveled, whichever is greater, plus pension and welfare contributions for eight (8) hours, but in no event more than eight (8) hours of pay at straight time.

(3) When an employee works and travels in the same day, all time shall be paid as time worked.

(4) When on distant locations, transportation shall be provided for employees to and from the local lodging to work, meals and shopping for the production. Travel time to and from the local lodging and to and from the work place shall be paid as work time.

(5) Employees shall be paid a four (4) hour minimum day for any idle sixth or seventh day on distant location, plus pension and welfare contributions of eight (8) hours.

(6) The Producer shall provide accidental death insurance in a sum not less than one hundred thousand dollars (\$100,000.00) for the benefit of the employee's designated beneficiary when the employee is required to travel at the request of the Producer in transportation furnished by the Producer.

9. SPECIALIZED WORK

(a) An employee may refuse at any time to accept work which the employee considers unsafe without prejudice against said employee. All specialized work shall be accepted by an employee on a voluntary basis only.

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

10. TERMINATION OF SERVICES

(a) When an employee is hired at the daily rate, the employee shall be notified prior to 6:00 p.m. by the Employer if the employee's work is to terminate at the end of that particular day. (It shall be the responsibility of the heads of department of Local 764 to ask for this information, and in the event of failure to do so, the following sentence will not apply.) In the event that such notice is not given, it shall be construed that the employee is to report for work the following day.

(b) When the services of a daily employee are terminated, the employee shall be paid, in cash or by check within seven (7) calendar days, all monies due the employee under the Agreement.

11. CANCELLATION OF CALLS AND WEATHER-PERMITTING CALLS

(a) 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. in the evening prior to the call (*i.e.*, Sunday in the case of a Monday call). Local 764 agrees that it will not unreasonably deny a request by the Employer to cancel a call under this provision due to other weather conditions.

(b) 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 Local 764 upon the issuance of a “weather-permitting” call. Inadvertent failure to provide notice to the Union is not subject to grievance and arbitration. The Employer may cancel a “weather-permitting” call up to four (4) hours prior to the call time.

An employee employed on a theatrical motion picture who is notified not to report to work shall be paid four (4) hours of pay at straight time, and the Employer shall make contributions to the Pension Fund of Wardrobe Local 764, the IATSE National Health and Welfare Fund Plan C and the Annuity Fund of Wardrobe Local 764 as follows: With respect to those contributions or portions of contributions that are calculated at a “per hour” rate, such contributions shall be made on the basis of four (4) hours. With respect to those contributions or portions of contributions that are calculated at a “per day” rate, the Employer

shall contribute one-third ($\frac{1}{3}$) of the “per day” rate. However, if the notification is untimely, the employee shall be paid for an eight (8) hour minimum call.

An employee employed on a television motion picture who is notified not to report to work shall be paid four (4) hours of pay at straight time, and the Employer shall contribute one-third ($\frac{1}{3}$) of the amount due under Article 15(b) to the Pension Fund of Wardrobe Local 764, the IATSE National Health and Welfare Fund Plan C and the Annuity Fund of Wardrobe Local 764; however, if the notification is untimely, the employee shall be paid for an eight (8) hour minimum call.

The foregoing is in addition to the Employer’s rights under Article 11(a) above. Local 764 agrees that it will not unreasonably deny a request by the Employer to issue a “weather-permitting” call under this Article 11(b) for other weather conditions.

12. PAYMENT OF WAGES

(a) Employees shall be paid for all time worked not later than Friday for work performed during the previous payroll week (the week encompassing the previous Sunday through Saturday period). The last paycheck shall be paid no later than seven (7) calendar days after the job ends. All reimbursements for personal monies laid out by the employee shall be paid when receipts are submitted, and all monies due the Producer from any advances shall be reimbursed or receipts for such shall be submitted before the final paycheck is issued.

(b) Wage Scales

During the term of the Agreement, the following minimum wage scales shall apply:

(1) Minimum daily wage rates for employees working on theatrical and television motion pictures shooting within the jurisdiction of this Agreement, except for long-form television motion pictures, pilots and new one-hour series.

CATEGORY	2/27/22 - 2/25/23	2/26/23 - 3/2/24	3/3/24 - 2/28/25
Wardrobe Head	\$521.19	\$536.83	\$552.93
Wardrobe Assistants	\$464.53	\$478.47	\$492.82
Costume Shop Supervisors	\$464.53	\$478.47	\$492.82
Others (Costume Shop)	\$378.23	\$389.58	\$401.27

(2) Minimum daily wage rates for employees working on new one-hour series shooting within the jurisdiction of this Agreement.

CATEGORY	2/27/22 - 2/25/23	2/26/23 - 3/2/24	3/3/24 - 2/28/25
Wardrobe Head	\$506.01	\$521.19	\$536.83
Wardrobe Assistants	\$451.00	\$464.53	\$478.47
Costume Shop Supervisor	\$451.00	\$464.53	\$478.47
Others (Costume Shop)	\$367.21	\$378.23	\$389.58

(3) Minimum daily wage rates for employees working on long-form television motion pictures and pilots shooting within the jurisdiction of this Agreement.

CATEGORY	2/27/22 - 2/25/23	2/26/23 - 3/2/24	3/3/24 - 2/28/25
Wardrobe Head	\$479.47	\$493.85	\$508.67
Wardrobe Assistants	\$427.33	\$440.15	\$453.35
Costume Shop Supervisor	\$427.33	\$440.15	\$453.35
Others (Costume Shop)	\$348.93	\$359.40	\$370.18

(c) An employee required to do work in a higher classification for two (2) hours or more shall be paid at the higher rate of pay for the entire day.

13. EQUIPMENT ALLOWANCE

For each day the employee is required by the Producer to furnish the employee's own equipment, the Producer shall pay a negotiated sum as an equipment allowance which shall be stated in the employee's deal memo.

14. ACCESS TO PREMISES

The Business Representative of the Union (or the Business Representative's designee), shall be permitted access to any job at all times for the proper conduct of the business of the Union.

15. EMPLOYER CONTRIBUTIONS

(a) Theatrical Motion Pictures

(1) Pension Fund

The Producer shall make contributions to the Pension Fund of Wardrobe Local 764 at the rate of \$1.85 per hour, plus \$5.00 per day (plus \$7.00 per day effective March 3, 2024), based on an eight (8) hour daily minimum, with a maximum of twelve (12) hours. The Union warrants that said Pension Fund of Wardrobe Local 764 is a trust fund legally established and maintained under an Agreement and Declaration of Trust dated September 19, 1962. If it has not heretofore done so, the Producer agrees to execute the standard form of Letter of Adherence agreeing to be bound by said Agreement and Declaration of Trust and to be represented in the administration of such Pension Fund by the Employer-Trustee named to the Agreement and Declaration of Trust or their successors designated in the manner therein provided.

(2) Welfare Fund

The Producer shall contribute to the IATSE National Health and Welfare Fund Plan C the sum of \$6.00 per hour based on an eight (8) hour daily minimum with a maximum of twelve (12) hours, plus \$44.00 per day effective February 27, 2022 (plus \$50.00 per day effective February 26, 2023 and plus \$55.00 per day effective March 3, 2024), for each employee employed on a theatrical motion picture.

(3) Annuity Fund

The Producer shall contribute to the Annuity Fund of Wardrobe Local 764 the sum of \$27.50 per day for each employee employed on a theatrical motion picture. The \$27.50 per day contribution shall consist of a \$20.00 contribution representing the

Employer's Annuity contribution and a \$7.50 contribution which is in lieu of a vacation payment.

(b) Television Motion Pictures

Effective February 27, 2022, for employees employed on television motion pictures, the Producer shall be required to make an aggregate contribution of \$143.00 per day (of which \$25.00 shall be allocated to the Pension Fund of Wardrobe Local 764, \$90.50 to the IATSE National Health and Welfare Fund and \$27.50 to the Annuity Fund of Wardrobe Local 764).

Effective February 26, 2023, the Producer shall be required to make an aggregate contribution of \$149.00 per day (of which \$25.00 shall be allocated to the Pension Fund of Wardrobe Local 764, \$96.50 to the IATSE National Health and Welfare Fund, and \$27.50 to the Annuity Fund of Wardrobe Local 764).

Effective March 3, 2024, the Producer shall be required to make an aggregate contribution of \$156.00 per day (of which \$27.00 shall be allocated to the Pension Fund of Wardrobe Local 764, \$101.50 to the IATSE National Health and Welfare Fund and \$27.50 to the Annuity Fund of Wardrobe Local 764).

(c) The total contribution rates in subparagraphs (a) and (b) above effective as of February 27, 2022 were increased by \$6.00 per day effective February 26, 2023, and an additional \$7.00 per day effective March 3, 2024. The parties agreed that allocation of the February 26, 2023 and March 3, 2024 contribution rate increases among the Pension Fund of Wardrobe Local 764, IATSE National Health and Welfare Fund and Annuity Fund of Wardrobe Local 764 would be subject to the mutual agreement of the bargaining parties at least one hundred twenty (120) days prior to the effective date of such increase. In the event the parties did not mutually agree upon the allocation before the deadline

described in the preceding sentence, the entire increase would be allocated to the IATSE National Health and Welfare Fund. The contribution rates in subparagraphs (a) and (b) above reflect the allocation of the contribution rate increases as determined by the procedure described in this subparagraph (c).

(d) Local 764 shall be considered an employer solely for the purpose of being allowed to make contributions to the said Pension, Welfare and Annuity Funds on behalf of its full-time officers and employees and the said Pension and Welfare Funds shall also be considered an employer so as to cover their own employees, if any.

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

In addition, the bargaining parties will recommend to the Trustees that future pension benefit increases be based upon a funding margin range of seven percent (7%) to ten percent (10%) (as measured by withdrawal liability standards for PBGC purposes, but using the Plan's interest rate assumption for actuarial purposes). The bargaining parties recognize, however, that the Trustees must take into account other considerations in making benefit improvements, and that the foregoing is not intended to interfere with the Trustees' fiduciary obligation to discharge their duties solely in the interest of the Pension Plan's participants and beneficiaries.

(f) The IATSE National Health and Welfare Fund is and shall remain a legally established trust fund complying in all respects with Section 302(c) of the Labor Management Relations Act of 1974, as amended, and with all other provisions of applicable federal and state

law. Producers required to make contributions to the Health and Welfare Fund as provided herein agree to be bound by the terms and conditions of "The Agreement and Declaration of Trust for the IATSE National Health & Welfare Fund," as restated September 22, 2005, and as amended, and said Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers. Contributions to the Health and Welfare Fund shall be due one week after the end of the applicable payroll period.

16. 401(k) PLAN

A 401(k) Plan has been established for employees employed under this Agreement. The Plan operates as a Taft-Hartley plan. Local 764 has appointed two (2) trustees to the Plan; the Employers have also appointed two (2) trustees to the Plan. The Plan is separate from any existing employee benefit plan or welfare fund. The Plan is administered by an independent service provider chosen by the trustees from a list provided by the bargaining parties.

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

- (a) There will be no Employer contributions to the 401(k) Plan.
- (b) Either the Union and/or the participants in the Plan shall pay all start-up costs as well as any management and administrative costs.
- (c) The Employers and the Union will take such measures, particularly with respect to the design of the Plan, as are required to limit the liability of the Employers.

(d) The Plan shall warrant to the Employers that it will timely discharge its duties and responsibilities, so as to avoid any liability for the Employers.

17. PRIOR OBLIGATION

As Local 764 is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, nothing in this contract shall ever be construed to interfere with any obligations which Local 764 owes to such International Alliance by reason of a prior obligation, but this shall in no event be construed as contradicting any applicable federal or state law.

18. GRIEVANCE PROCEDURES

All complaints, disputes or questions as to the interpretation, application or performance of this Agreement² shall be adjusted initially by direct negotiations between the Union and the Producer or their representatives. Should any dispute or difference arise, both parties shall endeavor to settle these in the simplest and most direct manner. The grievance must be brought within thirty (30) days from the date of the alleged violation or from the date that the Union discovered or should have discovered the alleged violation, whichever is later, but in no event later than sixty (60) days from the date of the alleged violation. The procedure shall be as follows (unless altered by mutual consent):

² Any such disputes that give rise to an alleged violation of Sections 8(a)(1) and/or 8(a)(3) of the National Labor Relations Act, or in which the alleged facts would constitute such a violation, are also subject to the grievance and arbitration procedures in this Article 18.

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

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

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

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

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

19. TERM OF AGREEMENT

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

20. APPLICATION AND AGREEMENT

This Agreement shall be limited in its application to the jurisdiction of the Union, except as extended herein to those employees on location, and as so limited, it shall be binding on the Producer. In no event shall the Producer subcontract any of the work covered in this Agreement in any way in which such work would be done under rates or labor conditions not in compliance with the provisions of this Agreement, nor shall any person not employed in compliance with the provisions of this Agreement be permitted to perform any of such work at the premises of the Producer.

21. NO STRIKE/NO LOCKOUT

- (a) The Union agrees that there shall be no strike, work stoppage, slowdown or any similar form of interruption of work, or refusal to perform services (hereinafter collectively referred to as a "strike") or any threat thereof, for any reason whatsoever, during the entire term of this Agreement.
- (b) Nothing herein contained shall require an employee to cross a lawful picket line established by another labor organization.
- (c) The Employer agrees that there shall be no lockout during the term of this Agreement.

22. WARDROBE COORDINATOR

The parties agree, that on a production-by-production basis, Local 764 may discuss covering the Wardrobe Coordinator under the Local 764 Agreement with the individual Producer's Labor Relations representative.

23. DIGITAL AGREEMENT

The parties have agreed to enter into a Supplemental Digital Production Agreement establishing terms and conditions of employment for employees employed in the classifications covered by this Agreement within the geographical jurisdiction of this Agreement in making digital recordings.

24. ONE-HOUR SERIES PRODUCED IN LOS ANGELES

The parties agree that if any one-hour series produced in Los Angeles under the terms of the Producer-IATSE Basic Agreement shoots all or part of any episode(s) within the geographic jurisdiction of Local 764, such episode(s) shall be treated, for purposes of wages, hours and working conditions of employees engaged on such episode(s), as if it were produced within the geographic jurisdiction of Local 764.

25. INTERCHANGE ON NEW ONE-HOUR EPISODIC TELEVISION SERIES

The parties agree that the interchange provision (subparagraph g.) in the Sideletter re Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series (Other than Pilots or Series Made for Basic Cable) in the 2021 Producer – IATSE Basic Agreement shall be applicable to new one-hour episodic series produced under this Agreement (*i.e.*, to series that start on or after March 1, 2022).

26. IATSE TRAINING TRUST FUND

Producer shall contribute to the IATSE Training Trust Fund forty dollars (\$40.00) for each shooting day on which the Producer employs

an individual under the terms of this Agreement, with a maximum contribution of two thousand five hundred dollars (\$2,500) per calendar year per Producer. A Producer will be deemed to have reached the maximum contribution to the IATSE Training Trust Fund of two thousand five hundred dollars (\$2,500) per calendar year when the total contribution by Producers within the same corporate family as the Producer has reached two thousand five hundred dollars (\$2,500) per calendar year. Contributions hereunder shall be due within ninety (90) days following receipt of an invoice from the IATSE Training Trust Fund to be sent after the end of the calendar year.

27. SAFETY

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

protection of the employee or the protection of any other employee in such employment or place of employment.

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

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

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

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

Producer for any such report, Producer will provide same to Local 764. In addition, if a summary report relates solely to a place at which only employees employed under this Agreement will be working, then the Producer shall provide such report directly to Local 764.

28. SICK LEAVE

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

(1) Commencing June 1, 2022, employees shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Employer, up to a maximum of fifty-six (56) hours per calendar year. In lieu of the foregoing hourly accrual of paid sick leave, an Employer may elect to provide its employees with a bank of (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 28(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 the employee's eligibility to take sick leave when the employee uses leave for three or more consecutive and previously scheduled workdays. An employer cannot require an employee or the person providing documentation, including medical professionals, to disclose the reason for leave, except as required by law. Requests for documentation shall be limited to the following:

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

(ii) An attestation from an employee of the employee's eligibility 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 28(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 28(a).

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

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

(8) Employer shall advise the employee of the designated Employer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 28(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 June 1, 2022, eligible employees covered by this Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Employer, up to a maximum of forty-eight (48) hours or six (6) days. In lieu of the foregoing hourly accrual of paid sick leave, and provided that advance notice is given to the employee, an Employer may elect to provide employees, upon their eligibility to use sick leave as provided below (*i.e.*, upon working thirty (30) days for the Employer and after their ninetieth (90th) day of employment with the Employer (based on days

worked or guaranteed)), with a bank of twenty-four (24) hours or three (3) days of sick leave per year, such year to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Under this elected option, such banked sick leave days may not be carried over to the following year.

(2) To be eligible to accrue paid sick leave, the employee must have worked for the Employer for at least thirty (30) days within a one (1) year period, such year to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible employee has been employed by the Employer for ninety (90) days (based on days worked or guaranteed), such period to be measured, as designated by the Employer, as either a calendar year or starting from the employee's anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Employer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days during each year of employment as defined by the Employer in advance. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that has not been waived in this Agreement, any sick leave paid pursuant to the law shall count towards satisfying the Employer's obligations to provide paid sick leave under this Article 28(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 28(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 764 of the name and contact information of the designated Employer representative or department.

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

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

(c) Waiver of New York City Earned Safe and Sick Time Act and Similar Laws

The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York State Paid Sick Leave Law of 2020 (New York Labor Law Section 196-b); the New York City Earned Safe and Sick Time Act (N.Y.C. Admin. Code, Section 20-911 *et seq.*); the New Jersey Paid Sick Leave Act (N.J.S.A. 34:11D-1 *et seq.*); the Bloomfield Sick Leave for Private Employees Ordinance (Chapter 463 of the Code of the Township of Bloomfield, New Jersey); the East Orange Paid Sick Leave Ordinance (Chapter 140 of the Code of the City of East Orange, New Jersey); the Jersey City Paid Sick Time Law (Chapter 4 of the Code of the City of Jersey City, New Jersey); the New Brunswick Paid Sick Time and Paid Safe

Time Leave Ordinance (Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey); the Plainfield Sick Leave for Private Employees and City Employees Ordinance (Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey); the Irvington Paid Sick Time Ordinance (Chapter 277, Article I of the Code of the Township of Irvington, New Jersey); the Montclair Paid Sick Leave Ordinance (Chapter 132, Article I of the Code of the Township of Montclair, New Jersey); the Morristown Paid Sick Leave Ordinance (Article XV, § 2-89, *et seq.* of the Code of the Town of Morristown, New Jersey); the Newark Sick Leave for Private Employees Ordinance (Chapter 16:18 of the Code of the City of Newark, New Jersey); the Passaic Paid Sick Leave for Private Employees Ordinance (Chapter 128, Article I of the Code of the City of Passaic, New Jersey); the Paterson Sick Leave for Private Employees Ordinance (Chapter 412 of the Paterson, New Jersey Code) and the Trenton Paid Sick Leave Ordinance (Chapter 230 of the Code of the City of Trenton, New Jersey); and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted.

It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.

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

Upon request of an employee who is required to work in excess of fourteen (14) hours within a radius of thirty (30) miles of Columbus Circle in the New York metropolitan area and who advises the Employer that the employee is too tired to drive home safely, Employer shall provide the employee either courtesy housing or round trip transportation from the designated crew parking area to home and return at the Employer's

expense.³ The Employer shall have no responsibility for the personal vehicle of an employee who elected to use a personal vehicle in lieu of Employer-provided transportation.

30. 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 create an atmosphere of inclusion and equity (which may include trainings on these topics) and to increase employment opportunities for individuals from “underrepresented populations” in order to foster a more inclusive and diverse workforce in the motion picture industry. Historically, “underrepresented populations” have traditionally been defined as women, racial and ethnic minorities, LGBTQIA, persons with a disability and other protected categories; however, underrepresented classifications may vary per craft. In furtherance of this commitment, 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 764 to obtain information about the personal characteristics of their employees and the membership through voluntary self-identification. The parties recognize that obtaining such information is useful in expanding access to employment opportunities for

³ Round trip transportation may include public transportation if reasonable under the circumstances.

underrepresented groups and for tracking the success of their efforts to diversify the workforce. To that end, Local 764 agrees to encourage its members to voluntarily self-identify when requested to do so by the Local, the IATSE or an Employer, including when individuals are completing start paperwork for an Employer. To the extent that Local 764 or the IATSE has aggregated diversity statistics concerning Local 764-covered employees, Local 764 agrees to share the information with the 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 764-covered employees, the Employer agrees to share the information with Local 764 upon request, but no more frequently than twice per year.

(c) Training Program Opportunities and Joint Mentorship Program.

Program. In connection with the parties' commitment to diversity, equity and inclusion as set forth in this Article 30, an individual Employer or the Employers, collectively, may discuss with the Union the development of program(s) for on-the-job training within the motion picture industry in the various job classifications covered by this Agreement, with the goal of enhancing employment for individuals who are underrepresented in this industry. The types of training programs established may vary depending on the experience of the candidates and the duties of the classification for which the training is provided, and shall be subject to the following: (1) the Wardrobe Head consents to the placement of the trainee in the department; (2) the trainee completes the safety training required to perform the duties assigned as part of the training; (3) the trainee is an additional hire to an otherwise fully-staffed department; (4) no more than one trainee is assigned to the department at a time; and (5) the Employer shall notify Local 764 when it hires a trainee.

The parties also agree to create a joint mentorship program to foster connections between mentors and individuals from 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 individuals' opportunities for employment in the industry.

31. HARASSMENT PREVENTION TRAINING

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

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

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

ACCEPTED AND AGREED:

THEATRICAL WARDROBE UNION, LOCAL 764

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

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

EXHIBIT "A"
Producers Represented by the AMPTP
in the 2022 Local 764 Negotiations

1440 Productions LLC
20th Century Studios, Inc.

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

Big Indie Pictures, Inc.
Bonanza Productions Inc.

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

Delta Blues Productions LLC
DW Studios Productions, LLC

Eye Productions Inc.

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

GWave Productions, LLC

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

Jay Squared Productions LLC

Kapital Productions, LLC
Kenwood TV Productions, Inc.

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

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

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

Olive Avenue Productions LLC
On the Brink Productions, Inc.
Open 4 Business Productions LLC
Orange Cone Productions LLC

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

EXHIBIT "B"

GUIDELINES REGARDING EXTENDED WORK DAYS

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

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

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

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

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

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

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

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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

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

Carol A. Lombardini
President

Direct: 818.935.5930

Sideletter No. 1

As of February 14, 2003
Re-executed as of March 1, 2007
Re-executed as of March 1, 2010
Re-executed as of March 1, 2013
Revised as of March 1, 2016
Renewed as of March 1, 2019 and
Renewed as of March 1, 2022

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

Attention: Patricia A. White, President
Frank Gallagher, Business Representative

Re: “Star Waiver”

Dear Patricia and Frank:

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

A Producer may engage a dresser(s) not covered under this Agreement for the purpose of performing wardrobe work for star performer(s) without any corresponding requirement to engage an employee covered under the Local 764 Agreement, provided that such dresser(s) has (have) a prior working relationship with such feature performer and perform(s) work for no other persons on the

Sideletter No. 1

Page 2

production while in the jurisdiction of Local 764. The Producer will notify the Union when the Producer intends to utilize this provision.

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

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:

THEATRICAL WARDROBE UNION, LOCAL 764

By:



10/21/2024

Patricia A. White, President

By:



10/21/2024

Frank Gallagher, Business Representative

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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Carol A. Lombardini
President

Direct: 818.935.5930

Sideletter No. 2

As of August 15, 1999

Re-executed as of February 14, 2003

Re-executed as of March 1, 2007

Re-executed as of March 1, 2010

Re-executed as of March 1, 2013 and

Re-executed as of March 1, 2016

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

Attention: Frank Gallagher, Business Representative

Re: Meal Periods

Dear Frank:

Reference is made to the provisions of Article 7(b) (“Meal Periods”) of the 1999 Local #764 Feature and Television Production Agreement which states, in pertinent part:

“The employee’s first meal period shall commence within six (6) hours following the time of first call for the day; succeeding meal periods for the same employee shall commence within six (6) hours after the end of the preceding meal period.”

During the 1999 negotiations, the parties agreed that the reference in Article 7(b) to “the time of first call for the day” refers to the time of the employee’s first call for the day.

Sideletter No. 2

Page 2

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

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:

THEATRICAL WARDROBE UNION, LOCAL #764

By:  10/21/2024
Frank Gallagher, Business Representative

 10/21/24

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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

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

Carol A. Lombardini
President

Direct: 818.935.5930

Sideletter No. 3

As of March 1, 2010
Re-executed as of March 1, 2013
Revised as of March 1, 2016
Revised as of March 1, 2019
Revised as of March 1, 2022

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

Attention: Patricia A. White, President
Frank Gallagher, Business Representative

Re: Productions Made For New Media

Dear Patricia and Frank:

This Sideletter confirms the understanding of Theatrical Wardrobe Union, Local 764 (hereinafter "Local 764"), on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Producers listed on Exhibit "A" to the 2022 Local 764 Feature and Television Production Agreement (hereinafter referred to individually as "the Employer" and collectively as "the Employers"), on the other hand (collectively "the parties"), concerning the terms and conditions applicable to the production of entertainment motion pictures of the type that have traditionally been covered under the Theatrical Wardrobe Union, Local 764, Feature and Television Production Agreement with Major Producers (hereinafter "the Local 764 Agreement") that are made for the Internet, mobile devices, or any other new media platform in existence as of March 1, 2010 (hereinafter collectively referred to as "New Media").¹

¹ This Sideletter applies to the production of certain types of programs intended for initial use in New Media and does not cover work involved in the selection of content for, design or management of any website or any other New Media platform on which productions made for New Media appear.

With respect to such productions intended for initial use in New Media, the parties agree as follows:

A. Recognition

The Employer recognizes Local 764 as the exclusive bargaining representative of employees employed within the classifications covered by the Local 764 Agreement on entertainment motion pictures of the type traditionally covered under the Local 764 Agreement which are intended for initial exhibition in New Media, but excluding news, sports, documentaries² and “Experimental New Media Productions,” as that term is defined below, within the geographic scope covered by the Local 764 Agreement.

B. Coverage

Coverage shall be at the Employer’s option with respect to “Experimental New Media Productions.” Should the Employer elect to cover an Experimental New Media Production, the terms and conditions applicable to employment on Original New Media Productions, as set forth in Paragraph D. below, shall apply.

An “Experimental New Media Production” is defined as any Original New Media Production: (1) for which the actual cost of production does not exceed: (a) \$15,000 per minute of program material as exhibited, and (b) \$300,000 per single production as exhibited, and (c) \$500,000 per series of programs produced for a single order; and (2) on which any combination totaling fewer than four (4) employees as hereinafter described are working in job classifications covered by, and within the geographic scope of, an industry-wide agreement between Employers and the IATSE, or a Local thereof, which agreement covers television production as well as productions made for new media. With respect to any employee working within the geographic scope of the Producer – I.A.T.S.E.

² The exclusion of news, sports and documentary productions made for new media tracks language in the Sideletter re Productions Made for New Media in the 2021 Producer – IATSE Basic Agreement and is included here for the sake of uniformity and completeness, notwithstanding the fact that news, sports and documentaries may not be motion pictures of the type traditionally covered under the Local 764 Agreement. The parties agree that no inference should be drawn from this language as to whether the Local 764 Agreement has traditionally covered these types of productions.

Basic Agreement (hereinafter “the Basic Agreement”) or the Producer – I.A.T.S.E. Videotape Electronics Supplemental Basic Agreement (hereinafter “the Videotape Agreement”), such employees shall include any person listed on the Industry Experience Roster established by the Basic Agreement, or in the case of employees working in classifications with no Roster, any person who has thirty (30) or more days of work experience within the last three (3) years, either alone or in combination, under the West Coast Studio Local Agreement covering that classification, the Videotape Agreement or on New Media Productions covered under this Sideletter or the corresponding Sideletter in the Basic or Videotape Agreements.³ With respect to any employee working in the respective classification(s) and geographic scope of any other industry-wide Agreement described in the first sentence of this paragraph, such employees shall include any person who has thirty (30) or more days of work experience within the last three (3) years under any such Agreement and/or on New Media Productions covered under any such Agreement.⁴ Notwithstanding the preceding two sentences, in determining whether fewer than four (4) such employees are employed on the production, the following employees shall not be counted: employees not specifically charged to the production or who are included in general overhead; script coordinators and writers’ room assistants; projectionists and in-house publicists (but not unit publicists); and employees engaged in post-production or distribution functions, including, but not limited to, editing and looping regardless of where or when those functions are performed, but excluding the editor, provided that such editor is working in conjunction with the shooting company.

The actual cost of the Experimental New Media Production shall consist of all direct costs actually incurred in connection with the Production. The only costs excluded in determining the actual cost of production shall be development costs, overhead charges, financing costs (*i.e.*, loan origination fees, gap fees, legal fees and interest), contingency of up to ten percent (10%), essential elements insurance costs, the cost of the completion bond, marketing expenses, contingent payments to talent or other parties which are based on the proceeds derived from the exploitation of the Production and received after recoupment of the negative cost, and delivery items required by sales agents, distributors or sub-distributors (*i.e.*, delivery materials beyond the answer print, NTSC Video Master

^{3, 4} The Employer shall be entitled to rely on the representation of the employee as to whether such employee meets the “thirty (30) or more days of work experience within the last three (3) years” requirement.

if the Production is delivered on videotape, or the digital equivalent if the Production is delivered in a digital format).

If the Employer began production of an “Experimental New Media Production” which the Employer elected not to cover under the terms of this Sideletter, but subsequently employs four (4) or more employees on the production who meet the description in the second and/or third sentences of the first paragraph of this Paragraph B., and are not excluded pursuant to the fourth sentence of said paragraph (including at least one employee covered under this Sideletter), then said production shall automatically be deemed covered hereunder, starting from the first day on which at least four (4) or more such employees are so employed on the production and continuing until the production is finished.

Employer shall use reasonable efforts to notify Local 764 that it intends to cover an “Experimental New Media Production” by the start of principal photography.

C. Terms and Conditions of Employment on Derivative New Media Productions (Other than a Derivative High Budget New Media Production Made for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform (“High Budget SVOD Program”))

A “Derivative New Media Production” is a production for New Media based on an existing television motion picture covered by the 764 Agreement that was produced for “traditional” media – *e.g.*, a free television, basic cable or pay television motion picture (“the source production”) – and is otherwise included among the types of motion pictures traditionally covered by the Local 764 Agreement. It is understood and agreed that a production for New Media that is based on an existing videotape program covered by the Local 764 Agreement or on a digital program of the type described in Paragraph 1(a) of the Supplemental Digital Production Agreement between Theatrical Wardrobe Union, Local 764 and the Major Motion Picture Producers shall not be considered a “Derivative New Media Production.”

Employees may be employed by an Employer and assigned to a Derivative New Media Production as part of their regular workday on the source production. The work for the Derivative New Media Production shall be

considered part of the workday for the employees on the source production and shall trigger overtime if work on the Derivative New Media Production extends the workday on the source production past the point at which overtime would normally be triggered on the source production. All other terms and conditions, including full benefits, shall continue as if the employee were continuing to work on the source productions.

In all other situations, terms and conditions of employment on a Derivative New Media Production (other than a Derivative “High Budget SVOD Program,” the terms and conditions of employment for which are provided in Paragraph F.) are freely negotiable between the employee and the Employer, except for those provisions identified in Paragraph E. below.

D. Terms and Conditions of Employment on Original New Media Productions (Other than an Original “High Budget SVOD Program”)

(1) Terms and conditions of employment on Original New Media Productions (other than a “Mid-Budget SVOD Program” as defined in Paragraph D.(2) below and other than an Original “High Budget SVOD Program” as defined in Paragraph F. below) are freely negotiable between the employee and the Employer, except for those provisions identified in Paragraph E. below.

(2) (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 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).⁵

Notwithstanding the foregoing, the Employer shall not reduce the terms and conditions of employment previously provided to Local #764-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”):

⁵ 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.

<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
66 Minutes or more	\$2,100,000 or more but less than \$3,000,000

* 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 2022 Local 764 Feature and Television 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 12(b)(3) for the period two periods prior to the period in question (e.g., during the period March 3, 2024 to February 28, 2025, the wage rates for the period February 27, 2022 to February 25, 2023 shall apply);

(ii) The second paragraph of Article 6(b) regarding unworked holiday pay to daily employees shall not apply; and

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

E. Other Provisions

(1) Union Security

The provisions of Article II, “Union Security,” of the Basic Agreement shall apply to New Media Productions, except that the requirement to become a member in good standing of the Union shall not apply until an individual has been employed for at least thirty (30) workdays on New Media Productions covered under this Sideletter, or for a combined total of thirty (30) workdays on New Media Productions covered under this sideletter and on motion pictures of the type traditionally covered under the Local 764 Agreement.

Local 764 acknowledges and agrees that the obligations set forth in subparagraph (c) of Article II apply only to newly-hired employees who are not members of Local 764.

(2) Pension, Welfare and Annuity Plans

(a) On covered New Media Productions budgeted at \$25,000 or less per minute (using the same cost elements as described in the second paragraph of Paragraph B. above), Employer's only obligation hereunder with regard to fringe benefit contributions shall be to make, on behalf of each employee covered hereunder, that portion of the aggregate contribution specified in Article 15(b) of the Local 764 Agreement that is due to the IATSE National Health and Welfare Fund Plan C.

(b) On New Media Productions budgeted at more than \$25,000 per minute (using the same cost elements as described in the second paragraph of Paragraph B. above), or when employees are assigned by the Employer to a Derivative New Media Production as part of their regular workday on the source production, Employer shall be obligated to make, on behalf of each employee covered hereunder, pension, welfare and Annuity Fund contributions to the Local 764 Pension and Annuity Funds and the IATSE National Health and Welfare Fund Plan C in accordance with Article 15(b) of the Local 764 Agreement.

(3) Preference of Employment

There shall be no preference of employment of any kind or nature in the employment of employees on New Media Productions hereunder.

(4) Grievance and Arbitration

Any dispute with regard to wages, hours of employment or working conditions concerning an employee employed by Employer under the terms of this Sideletter shall be resolved in accordance with the grievance and arbitration procedure set forth in Article 18 of the Local 764 Feature and Television Production Agreement.

(5) Staffing

It is expressly understood and agreed that there shall be no staffing requirements on Productions made for New Media and that there will be full interchange of job functions among employees, so that a single employee may be required to perform the functions of multiple job classifications.

(6) No Strike, No Lockout

During the term of this Agreement, the Union agrees not to engage in any strike, sympathy strike or work stoppage against the Employer. The Employer agrees not to engage in any lockout of its employees employed hereunder during the term of this Agreement.

(7) No Other Terms Applicable

Except as expressly provided in this Sideletter, no other terms and conditions shall be applicable to employees employed on New Media Productions.

F. “High Budget” Derivative and Original Dramatic New Media Productions Made for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform

(1) Prospective Application

The terms and conditions set forth in this Paragraph F. shall be applicable prospectively only. They shall not apply to:

- (a) any program or series that would otherwise qualify as a “High 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 June 1, 2016; or
- (b) any program or series that would otherwise qualify as a “High 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 June 1, 2016, if such program or series was produced pursuant to the terms of a *bona fide* license agreement with fixed and definite terms entered into by the Producer prior to June 1, 2016. However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to June 1, 2016.

Any program or series described in subparagraphs (a) or (b) above shall continue to be subject to the terms of Sideletter No. 3 re: Productions Made for New Media under the prior applicable Local 764 Feature and Television Production Agreement (or the prior applicable Local 764 Supplemental Digital Production Agreement). However, with respect to any such program or series described in subparagraphs (a) or (b) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after June 1, 2016 and the Producer 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 the terms of this Sideletter.

Notwithstanding the foregoing, the Producer shall not reduce the terms and conditions of employment previously provided to Local 764-represented employees on programs or series covered by subparagraphs (a) or (b) above.

(2) “High Budget SVOD Programs” Defined

The terms and conditions set forth in Paragraph F. of this Sideletter shall be applicable only to original and derivative dramatic new media productions made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following “high budget” criteria (hereinafter **“High Budget SVOD Programs”**):

<u>Length of Program as Initially Exhibited*</u>	<u>“High Budget” Threshold**</u>
20-35 Minutes	\$1,300,000 and above
36-65 Minutes	\$2,500,000 and above
66 Minutes or more	\$3,000,000 and above

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

** The “high budget” thresholds set forth above shall automatically increase upon the effective date of any increase in the “high budget” thresholds for “High Budget SVOD Programs” that the AMPTP may negotiate with Motion Picture Studio Mechanics, Local 52, I.A.T.S.E. and M.P.T.A.A.C.

(3) “Tier 1” and “Tier 2” Defined

For purposes of Paragraph F.(4) below, Tier 1 and Tier 2 shall be defined as follows:

Program Length	Budget Tier***
20-35 Minutes	Tier 1: \$2,100,000 or more
	Tier 2: \$1,300,000 or more but less than \$2,100,000
36-65 Minutes	Tier 1: \$3,800,000 or more
	Tier 2: \$2,500,000 or more but less than \$3,800,000
66-95 Minutes	Tier 1: \$4,000,000 or more
	Tier 2: \$3,000,000 or more but less than \$4,000,000
96 Minutes or more	Tier 1: \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof) or more
	Tier 2: \$3,000,000 or more but less than \$4,500,000 (plus \$2,250,000 for each additional 35 minutes or portion thereof)

*** The budget tiers set forth above shall automatically increase upon the effective date of any increase in the budget tiers for “High Budget SVOD Programs” that the AMPTP may negotiate with Motion Picture Studio Mechanics, Local 52, I.A.T.S.E. and M.P.T.A.A.C.

(4) Terms and Conditions

(a) The terms and conditions for employees employed on High Budget SVOD Programs in Tier 1, as defined in subparagraph F.(3) above, that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States

and Canada shall be as set forth in the 2022 Local 764 Feature and Television Production Agreement and the 2022 Local 764 Supplemental Digital Production Agreement, as applicable, including all Sideletters, for a television motion picture, subject to the following:

(i) Except as provided in subparagraphs F.(4)(a)(i)(A) and (B) below, the rates for long-form television motion pictures and pilots set forth in Article 12(b)(3) of the Local 764 Feature and Television Production Agreement shall apply to one-time High Budget SVOD Programs and High Budget SVOD pilots, regardless of the length of such programs, and High Budget SVOD Programs 66 minutes or more in length.

(A) Rates for Certain One-Time High Budget SVOD Programs

1) The rates in Article 12(b)(2) of the Local 764 Feature and Television Production Agreement for the period immediately preceding the period in question shall apply (e.g., during the period February 26, 2023 to March 2, 2024, the wage rates for the period February 27, 2022 to February 25, 2023 shall apply) to one-time High Budget SVOD Programs that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada, subject to a license agreement entered into on or after February 26, 2023 (or in the absence of a license agreement, the principal photography of which commences on or after February 26, 2023) and:

85 to 95 minutes in length and budgeted at \$20,000,000 or more (to be increased by the general wage increases on the Sunday closest to March 1st in each year of the Agreement beginning on March 3, 2024);⁶ or

96 minutes or more in length and budgeted at \$20,000,000 or more (to be increased by the general wage increases on the Sunday closest to March 1st in each year of the Agreement beginning on March

⁶ The \$20,000,000 budget threshold increases to \$20,600,000 effective March 3, 2024.

3, 2024)⁷ but no more than \$33,765,264 (to be increased by the wage increases in each year of the Agreement).⁸

2) The wage rates, fringe rates and working conditions applicable to theatrical motion pictures, as set forth in the Local 764 Feature and Television Production Agreement, shall apply to a live action High Budget SVOD Program that is 96 minutes or more in length and budgeted at over \$32,781,810 (to be increased by the wage increases in each year of the Agreement)⁹ (other than a pilot, episode of a series or part of a mini-series) and that is intended primarily for use on a subscription consumer pay video-on-demand new media service with 20 million or more subscribers in the United States and Canada.¹⁰

The foregoing applies only to a High Budget SVOD Program that is subject to a license agreement entered into on or after August 1, 2019 (or, in the absence of a license agreement, the principal photography of which commences on or after August 1, 2019).

⁷ The \$20,000,000 budget threshold increases to \$20,600,000 effective March 3, 2024.

⁸ The \$33,765,264 budget threshold increases to \$34,778,222 effective March 3, 2024.

⁹ The budget threshold for such a live action High Budget SVOD Program increases to over \$33,765,264 effective February 26, 2023 and to over \$34,778,222 effective March 3, 2024.

¹⁰ The budget shall be determined by the production costs, including the “above” and “below the line” costs and “pre-production” and “post-production” costs. Production costs shall not include: (a) the costs of the premium for a completion bond; (b) a contingency fund not to exceed ten percent (10%) of the budget; (c) costs reimbursed by insurance; and (d) overages caused by a *force majeure* event or governmental action. The IATSE has been granted the right under the Producer-IATSE Basic Agreement to review a report of the actual expenditures of the production (“Final Expenditure Report”) and such other relevant materials as the IATSE may require which show the actual cost of the production. Local 764 may request that the IATSE conduct such review and make a determination of whether the budget is over the budget threshold set forth in Paragraph F.(4)(a)(i)(A)(2). In the event that the IATSE refuses to do so, Local 764 reserves its right to conduct such review. All information received or reviewed by representatives of Local 764 or retained professionals shall be confidential and neither Local 764 nor its representatives or retained professionals shall disclose any such information except as necessary to enforce their rights under this Agreement.

(B) Rates for Certain High Budget SVOD Mini-Series 66 Minutes or More in Length Per Part

The following applies to High Budget SVOD mini-series that are 66 minutes or more in length per part, intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada and subject to a license agreement entered into on or after February 26, 2023 (or in the absence of a license agreement, the principal photography of which commences on or after February 26, 2023):

The rates in Article 12(b)(2) of the Local 764 Feature and Television Production Agreement for the period immediately preceding the period in question shall apply (e.g., during the period February 26, 2023 to March 2, 2024, the wage rates for the period February 27, 2022 to February 25, 2023 shall apply) to High Budget SVOD mini-series budgeted at more than \$6,000,000 per part (to be increased by the general wage increases on the Sunday closest to March 1st in each year of the Agreement beginning on March 3, 2024)¹¹ but less than \$9,500,000 per part (to be increased by the general wage increases on the Sunday closest to March 1st in each year of the Agreement beginning on March 3, 2024).¹²

The rates in Article 12(b)(2) of the Local 764 Feature and Television Production Agreement shall apply to High Budget SVOD mini-series budgeted at \$9,500,000 or more per part (to be increased by the general wage increases on the Sunday closest to March 1st in each year of the Agreement beginning on March 3, 2024).¹³

(ii) The rates for new one-hour series set forth in Article 12(b)(2) of the Local 764 Feature and Television Production Agreement shall apply to:

(A) Any Tier 1 High Budget SVOD episodic series consisting of episodes between 36 and 65 minutes in length intended for

¹¹ The \$6,000,000 budget threshold increases to \$6,180,000 effective March 3, 2024.

¹² The \$9,500,000 budget threshold increases to \$9,785,000 effective March 3, 2024.

¹³ The \$9,500,000 budget threshold increases to \$9,785,000 effective March 3, 2024.

initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada; and

(B) Tier 1 High Budget SVOD mini-series that are fewer than 66 minutes in length per part intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada and subject to a license agreement entered into on or after February 26, 2023 (or in the absence of a license agreement, the principal photography of which commences on or after February 26, 2023).

(iii) Except as provided above, a High Budget SVOD Program between 20 and 35 minutes in length or a High Budget SVOD series consisting of episodes between 20 and 35 minutes in length shall be treated as a one-half hour program or series; a High Budget SVOD Program between 36 and 65 minutes in length or a High Budget SVOD series consisting of episodes between 36 and 65 minutes in length shall be treated as a one-hour program or series; and a High Budget SVOD Program that is 66 minutes or more in length shall be treated as a long-form television motion picture.

(b) The terms and conditions for employees employed on High Budget SVOD Programs in Tier 2, as defined in subparagraph F.(3) above, that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada, or on High Budget SVOD Programs that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada, shall be as set forth in the 2022 Local 764 Feature and Television Production Agreement for a television motion picture (other than a television motion picture covered by Sideletter No. 5 to the 2022 Local 764 Supplemental Digital Production Agreement), subject to the following modifications:

(i) Except as provided in subparagraphs F.(4)(b)(i)(A)-(C) below, the rates for long-form television motion pictures and pilots set forth in Article 12(b)(3) of the Local 764 Feature and Television Production Agreement shall apply to a one-time High Budget SVOD Program, High Budget SVOD pilot, during the first production season of any High Budget SVOD series less than 66 minutes in length and during all production seasons of

any High Budget SVOD series that is 66 minutes or more in length. In addition, there shall be no unworked holiday pay for such programs.

(A) Rates for Certain One-Time High Budget SVOD Programs

The rates in Article 12(b)(2) of the Local 764 Feature and Television Production Agreement for the period immediately preceding the period in question shall apply (e.g., during the period February 26, 2023 to March 2, 2024, the wage rates for the period February 27, 2022 to February 25, 2023 shall apply) to one-time High Budget SVOD Programs that are 85 minutes or more in length, budgeted at \$20,000,000 or more (to be increased by the general wage increases on the Sunday closest to March 1st in each year of the Agreement beginning on March 3, 2024),¹⁴ intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada and subject to a license agreement entered into on or after February 26, 2023 (or in the absence of a license agreement, the principal photography of which commences on or after February 26, 2023).

(B) Rates for the First Production Season of Certain High Budget SVOD Episodic Series

1) The rates in Article 12(b)(2) of the Local 764 Feature and Television Production Agreement for the period immediately preceding the period in question shall apply (e.g., during the period February 26, 2023 to March 2, 2024, the wage rates for the period February 27, 2022 to February 25, 2023 shall apply) to the first production season of the following High Budget SVOD episodic series that are subject to a license agreement entered into on or after February 26, 2023 (or in the absence of a license agreement, the principal photography of which commences on or after February 26, 2023):

a) High Budget SVOD episodic series that are 20-35 minutes in length per episode and:

¹⁴ The \$20,000,000 budget threshold increases to \$20,600,000 effective March 3, 2024.

in Tier 2, as defined in subparagraph F.(3) above and intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada; or

budgeted at \$4,000,000 or more per episode (to be increased by the general wage increases on the Sunday closest to March 1st in each year of the Agreement beginning on March 3, 2024)¹⁵ and intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada.

b) High Budget SVOD episodic series that are 36-65 minutes in length per episode and:

in Tier 2, as defined in subparagraph F.(3) above and intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada; or

budgeted at \$3,800,000 or more but less than \$8,000,000 per episode (to be increased by the general wage increases on the Sunday closest to March 1st in each year of the Agreement beginning on March 3, 2024)¹⁶ and intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada.

2) The rates in Article 12(b)(2) of the Local 764 Feature and Television Production Agreement shall apply to the first production season of High Budget SVOD episodic series that are 36-65 minutes in length per episode, budgeted at \$8,000,000 or more per episode (to be increased by the general wage increases on the Sunday closest to March 1st in each year of the Agreement beginning on March 3, 2024),¹⁷ intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada and subject to a license agreement

¹⁵ The \$4,000,000 budget threshold increases to \$4,120,000 effective March 3, 2024.

¹⁶ The \$8,000,000 budget threshold increases to \$8,240,000 effective March 3, 2024.

¹⁷ The \$8,000,000 budget threshold increases to \$8,240,000 effective March 3, 2024.

entered into on or after February 26, 2023 (or in the absence of a license agreement, the principal photography of which commences on or after February 26, 2023).

(C) Rates for Certain High Budget SVOD Mini-Series

1) The rates in Article 12(b)(2) of the Local 764 Feature and Television Production Agreement for the period immediately preceding the period in question shall apply (e.g., during the period February 26, 2023 to March 2, 2024, the wage rates for the period February 27, 2022 to February 25, 2023 shall apply) to the following High Budget SVOD mini-series that are subject to a license agreement entered into on or after February 26, 2023 (or in the absence of a license agreement, the principal photography of which commences on or after February 26, 2023):

a) High Budget SVOD mini-series that are less than 66 minutes in length per part and:

in Tier 2, as defined in subparagraph F.(3) above and intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada; or

budgeted at less than \$8,000,000 per part (to be increased by the general wage increases on the Sunday closest to March 1st in each year of the Agreement beginning on March 3, 2024)¹⁸ and intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada.

b) High Budget SVOD mini-series that are 66 minutes or more in length per part and budgeted at more than \$6,000,000 (to be increased by the general wage increases on the Sunday closest to March 1st in each year of the Agreement beginning on March 3, 2024)¹⁹ but less

¹⁸ The \$8,000,000 budget threshold increases to \$8,240,000 effective March 3, 2024.

¹⁹ The \$6,000,000 budget threshold increases to \$6,180,000 effective March 3, 2024.

than \$9,500,000 per part (to be increased by the general wage increases on the Sunday closest to March 1st in each year of the Agreement beginning on March 3, 2024).²⁰

2) The rates in Article 12(b)(2) of the Local 764 Feature and Television Production Agreement shall apply to the following High Budget SVOD mini-series that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada and subject to a license agreement entered into on or after February 26, 2023 (or in the absence of a license agreement, the principal photography of which commences on or after February 26, 2023):

a) fewer than 66 minutes in length and budgeted at \$8,000,000 or more per part (to be increased by the general wage increases on the Sunday closest to March 1st in each year of the Agreement beginning on March 3, 2024),²¹ or

b) 66 minutes or more in length per part and budgeted at \$9,500,000 or more per part (to be increased by the general wage increases on the Sunday closest to March 1st in each year of the Agreement beginning on March 3, 2024).²²

(ii) The rates for new one-hour series set forth in Article 12(b)(2) of the Local 764 Feature and Television Production Agreement shall apply to the second and subsequent production seasons of any High Budget SVOD series less than 66 minutes in length. In addition, there shall be no unworked holiday pay for the second production season of such series; and the unworked holiday pay shall be for four (4) hours for the third production season of such series.

(iii) The working conditions set forth in Sideletter No. 5 to the Local 764 Supplemental Digital Production Agreement shall apply to

²⁰ The \$9,500,000 budget threshold increases to \$9,785,000 effective March 3, 2024.

²¹ The \$8,000,000 budget threshold increases to \$8,240,000 effective March 3, 2024.

²² The \$9,500,000 budget threshold increases to \$9,785,000 effective March 3, 2024.

single camera High Budget SVOD series consisting of episodes between 20 and 35 minutes in length.

(c) The second paragraph of Paragraph C. of this Sideletter shall apply to a Derivative New Media Production that falls within the definition of a High Budget SVOD Program as provided in this Paragraph F.

(5) The number of subscribers in the United States and Canada shall be determined as of July 1st of each year of the Agreement. For a High Budget SVOD series, the number of subscribers that applies to the first episode of the season shall apply to the entire season.

G. The International Alliance of Theatrical Stage Employees (“IATSE”) has been granted the right under the Producer-IATSE Basic Agreement to review the budget of a covered new media production solely for the purpose of determining whether the covered new media production falls within the definition of a Mid-Budget SVOD Program as set forth in Paragraph D.(2) above or a High Budget SVOD Program, and, if so, whether the production meets the budget break in Tier 1 or Tier 2 as set forth in Paragraph F.(3) above. Local 764 may request that the IATSE conduct such review and make such determination. In the event that the IATSE refuses to do so, Local 764 reserves its right to conduct such review. All information received or reviewed by representatives of Local 764 shall be kept confidential, and neither Local 764 nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

H. “Sunset” Clause

The parties recognize that these provisions are being negotiated at a time when the business models and patterns of usage of productions in New Media are in the process of exploration, experimentation and innovation. Therefore, the provisions of this Sideletter shall expire on the termination date of the Local 764 Agreement and will be of no force and effect thereafter. No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for reuse of productions made for New Media.

The parties further acknowledge that conditions in this area are changing rapidly and that the negotiation for the successor agreement will be based on the conditions that exist and reasonably can be forecast at that time.

Sincerely,


Carol A. Lombardini

ACCEPTED AND AGREED:

THEATRICAL WARDROBE UNION, LOCAL #764

By:


10/21/2024

Patricia A. White, President

By:


10/21/2024

Frank Gallagher, Business Representative

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403
Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Carol A. Lombardini
President

Direct: 818.935.5930

Sideletter No. 4

As of March 1, 2013
Re-executed as of March 1, 2016, and
Revised as of March 1, 2022

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

Attention: Frank Gallagher, Business Representative

Re: Transportation/Hotel Accommodation

Dear Frank:

During the 2022 negotiations, the Union raised a concern about employees who, because of the demands of production, are sometimes dismissed after working long hours or after working at locations where public transportation is not readily accessible. The parties agreed that any employee who is concerned about his/her ability to commute safely after completing such a work shift should at all times feel free to make inquiry of the production management with respect to the available alternatives. If the Union has concerns about production management's response(s) to inquiries on a particular production, the Union may discuss the matter with Labor Relations.

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

Sincerely,

Carol A. Lombardini

ACCEPTED AND AGREED:

THEATRICAL WARDROBE UNION, LOCAL 764

By: 
Frank Gallagher, Business Representative

10/21/2024

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Patricia A. White 10/21/24

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS

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

Carol A. Lombardini
President

Direct: 818.935.5930

Sideletter No. 5

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

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

Attention: Frank Gallagher, Business Representative

Re: Work Performed Outside the United States and its Territories

Dear Frank:

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

Sideletter No. 5

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

Sincerely,



Carol A. Lombardini

ACCEPTED AND AGREED:

THEATRICAL WARDROBE UNION, LOCAL #764

By:



10/21/2024

Frank Gallagher, Business Representative



10/21/24