

September 26, 2024

**MEMORANDUM OF AGREEMENT OF OCTOBER 1, 2024 FOR
MOTION PICTURE PRODUCTION AGREEMENT WITH
UNITED SCENIC ARTISTS, LOCAL USA 829, IATSE**

This Memorandum of Agreement is entered into between United Scenic Artists, Local USA 829, IATSE (hereinafter referred to as “Local USA 829” or “the Union”), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter “AMPTP”), on behalf of those Producers which have effectively consented to be part of the single multi-employer bargaining unit listed on Exhibit A attached hereto (each hereinafter respectively referred to as the “Producer” and collectively referred to as the “Producers”), on the other hand.

This Memorandum of Agreement modifies the provisions of the 2021 Motion Picture Production Agreement with Major Producers (hereinafter referred to as “the 2021 Motion Picture Production Agreement”).

The provisions of this Memorandum of Agreement shall be subject to ratification by the membership of Local USA 829, and, provided that ratification takes place on or before September 30, 2024, shall be effective as of the first Sunday following the date that the AMPTP receives notice of ratification, unless a contrary date is specified in a provision, in which case such provision shall be effective as of the date so specified.

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

1. **Term**

Modify Article 19 of the Motion Picture Production Agreement as follows:

The term of the Agreement shall be for three (3) years, commencing on October 1, ~~2021~~ **2024** and continuing through September 30, ~~2024~~ **2027**, subject to the conditions enumerated in the preamble to this Agreement.

2. **Wages**

a. **General Minimum Wage Increases**

Except as otherwise provided herein, increase minimum contract wage rates under the Agreement by seven percent (7%) effective September 29, 2024 (hereinafter “Year 1 general wage increase”); by an additional four percent (4%) effective September 28, 2025 (hereinafter “Year 2 general wage increase”); and by an additional three and one-half percent (3.5%) effective October 4, 2026 (hereinafter “Year 3 general wage increase”). These increases shall be compounded.

b. **Costume Designer Minimum Weekly Rates**

Modify Article 4 of the Motion Picture Production Agreement to provide as follows for Costume Designers:

“ARTICLE 4. WAGES

“During the term of this Agreement, the minimum wage scales shall be as follows:

“A. Minimum 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	<u>Current</u>	<u>9/29/24 – 9/27/25 [Year 1]</u>	<u>9/28/25- 10/3/26 [Year 2]</u>	<u>10/4/26- 9/30/27 [Year 3]</u>
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Costume Designer – <u>theatrical motion pictures</u> (5 day week)	<u>\$4,526.18</u>	<u>\$5,575.30</u> <i>[not subject to Year 1 general wage increase]</i>	<u>\$5,798.31</u> <i>[not subject to Year 2 general wage increase]</i>	<u>\$6,001.25</u> <i>[not subject to Year 3 general wage increase]</i>
<u>Costume Designer – one-half hour television motion pictures (5 day week)</u>	<u>\$4,526.18</u>	<u>\$4,843.01</u> <i>[not subject to Year 1 general wage increase]</i>	<u>\$5,036.73</u> <i>[not subject to Year 2 general wage increase]</i>	<u>\$5,213.02</u> <i>[not subject to Year 3 general wage increase]</i>

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“B. Minimum wage rates for employees working on one-hour series shooting within the jurisdiction of the Agreement, for which the principal photography of the first episode of the first season commenced on or before September 28, 2013:

Category	<u>Current</u>	<u>9/29/24 – 9/27/25</u> [Year 1]	<u>9/28/25- 10/3/26</u> [Year 2]	<u>10/4/26- 9/30/27</u> [Year 3]
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Costume Designer (5 day week)	\$4,398.55	<u>\$4,706.45</u> <i>[not subject to Year 1 general wage increase]</i>	<u>\$4,894.71</u> <i>[not subject to Year 2 general wage increase]</i>	<u>\$5,066.02</u> <i>[not subject to Year 3 general wage increase]</i>
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“C. **(1)** Minimum wage rates for employees working on one-hour series shooting within the jurisdiction of the Agreement, for which the principal photography of the first episode of the first season commences on or after September 29, 2013 **and the first episode of the first or subsequent season commences principal photography on or after October 1, 2024** (includes a pilot with a firm series commitment at the time of the pilot order):

Category	<u>Current</u>	<u>10/1/24 – 9/27/25</u> [Year 1]	<u>9/28/25- 10/3/26</u> [Year 2]	<u>10/4/26- 9/30/27</u> [Year 3]
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Costume Designer (5 day week)	\$4,394.35	<u>\$5,408.04</u> <i>[not subject to Year 1 general wage increase]</i>	<u>\$5,624.36</u> <i>[not subject to Year 2 general wage increase]</i>	<u>\$5,821.21</u> <i>[not subject to Year 3 general wage increase]</i>
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“(2) Except as provided in subparagraph (1) above, minimum wage rates for employees working on one-hour series shooting within the jurisdiction of the Agreement, for which the principal photography of the first episode of the first season commences on or after

September 29, 2013 (includes a pilot with a firm series commitment at the time of the pilot order):¹

Category	<u>Current</u>	<u>9/29/24 – 9/27/25</u> <u>[Year 1]</u>	<u>9/28/25- 10/3/26</u> <u>[Year 2]</u>	<u>10/4/26- 9/30/27</u> <u>[Year 3]</u>
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Costume Designer (5 day week)	<u>\$4,394.35</u>	<u>\$4,526.18</u> <i>[not subject to Year 1 general wage increase]</i>	<u>\$5,575.30</u> <i>[not subject to Year 2 general wage increase]</i>	<u>\$5,798.31</u> <i>[not subject to Year 3 general wage increase]</i>
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“D. Minimum wage rates for employees working on long-form television motion pictures and pilots without a firm series commitment at the time of the pilot order, shooting within the jurisdiction of the Agreement:

Category	<u>Current</u>	<u>9/29/24 – 9/27/25</u> <u>[Year 1]</u>	<u>9/28/25- 10/3/26</u> <u>[Year 2]</u>	<u>10/4/26- 9/30/27</u> <u>[Year 3]</u>
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Costume Designer (5 day week)	<u>\$4,175.54</u>	<u>\$4,467.83</u> <i>[not subject to Year 1 general wage increase]</i>	<u>\$4,646.54</u> <i>[not subject to Year 2 general wage increase]</i>	<u>\$4,809.17</u> <i>[not subject to Year 3 general wage increase]</i>
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¹ It is the intention of the parties that the rates in Section C.(2) lag the rates in Section A. **for theatrical motion pictures** by one year starting on September 28, 2014 and for all wage rate periods thereafter.

c. **Key Assistant Costume Designer**

Add a new Article 4.G. to the Motion Picture Production Agreement as follows:

“G. Effective for employees hired on motion pictures, new mini-series and seasons of series commencing principal photography on or after October 1, 2024, when a Producer, in its sole discretion, elects to hire an Assistant Costume Designer as a ‘Key Assistant Costume Designer’ (as designated in the employee’s deal memorandum), the Key Assistant Costume Designer shall be paid one hundred ten percent (110%) of the applicable minimum Assistant Costume Designer rate.”

3. **Benefits**

a. *Modify Article 9 of the Motion Picture Production Agreement as follows:*

“ARTICLE 9. TRUST FUND (GENERAL FRINGE BENEFITS PROGRAM)

“A. Theatrical Motion Pictures

“Subject to changes in the allocation of pension, health and welfare and annuity contributions pursuant to Article 9.C. ~~in the third year of this Agreement (i.e., the period October 1, 2023 to and including September 30, 2024)~~ or pursuant to Article 9.D.(6), Producer shall make the following contributions for employees employed on theatrical motion pictures:

~~“(1) — For the Period October 1, 2021 to and Including October 2, 2021:~~

~~“(a) — Pension Fund~~

~~“The Producer shall contribute to the United Scenic Artists Local 829 Pension Fund the sum of \$59.50 per day on behalf of each employee.~~

~~“(b) — Welfare Fund~~

~~“The Producer shall contribute to the IATSE National Health and Welfare Fund \$68.50 per day on behalf of each employee.~~

~~“(c) — Annuity Fund~~

~~“The Producer shall contribute to the IATSE Annuity Fund an amount equal to 5.5% of the applicable straight time hourly scale rate of pay for all hours worked or guaranteed on behalf of each employee.~~

~~“(2) — For the Period October 3, 2021 to and Including October 1, 2022:~~

~~“(a) — Pension Fund~~

~~“The Producer shall contribute to the United Scenic Artists Local 829 Pension Fund the sum of \$59.50 per day on behalf of each employee.~~

~~“(b) — Welfare Fund~~

~~“The Producer shall contribute to the IATSE National Health and Welfare Fund \$74.50 per day on behalf of each employee.~~

~~“(c) — Annuity Fund~~

~~“The Producer shall contribute to the IATSE Annuity Fund an amount equal to 5.5% of the applicable straight time hourly scale rate of pay for all hours worked or guaranteed on behalf of each employee.~~

~~“(3) — For the Period October 2, 2022 to and Including September 30, 2023:~~

~~“(a) — Pension Fund~~

~~“The Producer shall contribute to the United Scenic Artists Local 829 Pension Fund the sum of \$62.00 per day on behalf of each employee.~~

~~“(b) — Welfare Fund~~

~~“The Producer shall contribute to the IATSE National Health and Welfare Fund \$78.00 per day on behalf of each employee.~~

~~“(c) — Annuity Fund~~

~~“The Producer shall contribute to the IATSE Annuity Fund an amount equal to 5.5% of the applicable straight time hourly scale rate of pay for all hours worked or guaranteed on behalf of each employee. The Producer shall also contribute an additional \$7.00 per day to the IATSE Annuity Fund on behalf of each employee who is engaged as a weekly “on-call” employee.~~

~~“(4) — For the Period October 1, 2023 to and Including September 30, 2024:~~

~~“(a) — Pension Fund~~

~~“The Producer shall contribute to the United Scenic Artists Local 829 Pension Fund the sum of \$65.00 per day on behalf of each employee.~~

~~“(b) — Welfare Fund~~

~~“The Producer shall contribute to the IATSE National Health and Welfare Fund \$82.00 per day on behalf of each employee.~~

~~“(c) — Annuity Fund~~

~~“The Producer shall contribute to the IATSE Annuity Fund an amount equal to 5.5% of the applicable straight time hourly scale rate of pay for all hours worked or guaranteed on behalf of each employee. The Producer shall also contribute an additional \$13.50 per day to the IATSE Annuity Fund on behalf of each employee who is engaged as a weekly “on-call” employee.~~

~~“(1) Contributions under Article 9.A. on behalf of weekly ‘on-call’ employees employed on a theatrical motion picture shall be made as follows:~~

~~“(a) For the Period September 29, 2024 to and including September 27, 2025:~~

“(i) Pension Fund

“The Producer shall contribute to the United Scenic Artists Local 829 Pension Fund the sum of \$67.00 per day on behalf of each such employee.

“(ii) Welfare Fund

“The Producer shall contribute to the IATSE National Health and Welfare Fund \$96.50 per day on behalf of each such employee.

“(iv) Annuity Fund

“The Producer shall contribute to the IATSE Annuity Fund an amount equal to 5.5% of the applicable weekly (5-day week) scale rate of pay, subject to proration for a week of fewer than five days worked. The Producer shall also contribute an additional \$11.50 per day to the IATSE Annuity Fund on behalf of each employee who is engaged as a weekly ‘on-call’ employee.

“(b) For the Period September 28, 2025 to and including October 3, 2026:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$190.00 per day on behalf of each employee, and shall contribute to the IATSE Annuity Fund an amount equal to 5.5% of the applicable weekly (5-day week) scale rate of pay, subject to proration for a week of fewer than five days worked.

“(c) For the Period October 4, 2026 to and including September 30, 2027:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$205.00 per day on behalf of each such employee, and shall contribute to the IATSE Annuity Fund an amount equal to 5.5% of the applicable weekly (5-day week) scale rate of pay, subject to proration for a week of fewer than five days worked.

“(2) Contributions under Article 9.A. on behalf of hourly employees employed on a theatrical motion picture shall be made as follows:

“(a) For the Period September 29, 2024 to and including September 27, 2025:

“(i) Pension Fund

“The Producer shall contribute to the United Scenic Artists Local 829 Pension Fund the sum of \$65.00 per day on behalf of each such employee.

“(ii) Welfare Fund

“The Producer shall contribute to the IATSE National Health and Welfare Fund \$96.50 per day on behalf of each such employee.

“(iv) Annuity Fund

“The Producer shall contribute to the IATSE Annuity Fund an amount equal to 5.5% of the applicable straight time hourly scale rate of pay for all hours worked by or guaranteed on behalf of each such employee.

“(b) For the Period September 28, 2025 to and including October 3, 2026:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$176.50 per day on behalf of each employee, and shall contribute to the IATSE Annuity Fund an amount equal to 5.5% of the applicable straight time hourly scale rate of pay for all hours worked by or guaranteed on behalf of each such employee.

“(c) For the Period October 4, 2026 to and including September 30, 2027:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$191.50 per day on behalf of each employee, and shall contribute to the IATSE Annuity Fund an amount equal to 5.5% of the applicable straight time hourly scale rate of pay for all hours worked by or guaranteed on behalf of each such employee.

“See Appendix A for charts reflecting the contribution rates applicable to employees employed on theatrical motion pictures.

“B. Television Motion Pictures

~~“Producer shall make an aggregate contribution in the following amounts, which shall be allocated among the United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund for employees employed on television motion pictures as shown in the charts in Appendix A:~~

~~“Effective October 1, 2021: \$132.00 per day;~~

~~“Effective October 3, 2021: \$138.00 per day;~~

~~“Effective October 2, 2022: \$144.00 per day for employees on hourly wages and \$151.00 per day for weekly “on-call” employees;~~

~~“Effective October 1, 2023: \$151.00 per day for employees on hourly wages and \$164.50 per day for weekly “on-call” employees.~~

“Subject to changes in the allocation of pension, health and welfare and annuity contributions pursuant to Article 9.C. or pursuant to Article 9.D.(6), Producer shall make the following contributions for employees employed on television motion pictures:

“(1) Contributions under Article 9.B. on behalf of weekly ‘on-call’ employees employed on a television motion picture shall be made as follows:

“(a) For the Period September 29, 2024 to and including September 27, 2025:

“(i) Pension Fund

“The Producer shall contribute to the United Scenic Artists Local 829 Pension Fund the sum of \$55.00 per day on behalf of each such employee.

“(ii) Welfare Fund

“The Producer shall contribute to the IATSE National Health and Welfare Fund \$96.50 per day on behalf of each such employee.

“(iv) Annuity Fund

“The Producer shall contribute to the IATSE Annuity Fund the sum of \$23.50 per day on behalf of each such employee.

“(b) For the Period September 28, 2025 to and including October 3, 2026:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$190.00 per day on behalf of each employee.

“(c) For the Period October 4, 2026 to and including September 30, 2027:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$205.00 per day on behalf of each such employee.

“(2) Contributions under Article 9.B. on behalf of hourly employees employed on a television motion picture shall be made as follows:

“(a) For the Period September 29, 2024 to and including September 27, 2025:

“(i) Pension Fund

“The Producer shall contribute to the United Scenic Artists Local 829 Pension Fund the sum of \$55.00 per day on behalf of each such employee.

“(ii) Welfare Fund

“The Producer shall contribute to the IATSE National Health and Welfare Fund \$96.50 per day on behalf of each such employee.

“(iv) Annuity Fund

“The Producer shall contribute to the IATSE Annuity Fund the sum of \$10.00 per day on behalf of each such employee.

“(b) For the Period September 28, 2025 to and including October 3, 2026:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$176.50 on behalf of each such employee.

“(c) For the Period October 4, 2026 to and including September 30, 2027:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$191.50 on behalf of each such employee.

“See Appendix A for charts reflecting the contribution rates applicable to employees employed on television motion pictures.

“C. Allocation of Fringe Contribution Increase

“Allocation of the contribution increases effective on ~~October 2, 2022~~ **September 28, 2025** and ~~October 1, 2023~~ **October 4, 2026** as between the IATSE National Health and Welfare Fund, the United Scenic Artists Local 829 Pension Fund and the IATSE Annuity Fund shall be made by mutual agreement of the parties on or before July 31, ~~2022~~ **2025** and July 31, ~~2023~~ **2026**, respectively. In the event the bargaining parties do not mutually agree upon the allocation before the deadline described in the preceding sentence, the entire increase shall be allocated to IATSE National Health and Welfare Fund, unless the United Scenic Artists Local USA 829 Pension Fund is less than eighty percent (80%) funded or is projected to have a negative credit balance during the seven (7) year projection period, based on the preliminary actuarial valuation results for the year of the increase, in which case at least half of the increase shall be allocated to the United Scenic Artists Local USA 829 Pension Fund. ~~-(The bargaining parties mutually agreed upon the allocation of the contribution increases effective for the period October 2, 2022 to September 30, 2023 and the period October 1, 2023 to September 30, 2024, and the resulting contribution rates are reflected in the charts in Appendix A.)-~~”

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- b. *Modify Article 23 of the Motion Picture Production Agreement as follows:*

“ARTICLE 23. ART DEPARTMENT COORDINATORS

“A. Theatrical Motion Pictures

“Producer shall be required to make aggregate Pension, Welfare and Annuity Fund contributions for Art Department Coordinators employed on theatrical motion pictures **as follows: in the amount of \$146.00 per day effective October 1, 2021 (\$152.00 per day effective October 3, 2021; \$165.00 per day effective October 2, 2022; and \$178.50 per day effective October 3, 2023, which shall be allocated among the United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund as shown in Paragraph 2.A. of Appendix A.**

“(1) For the Period September 29, 2024 to and including September 27, 2025:

“(a) Pension Fund

“The Producer shall contribute to the United Scenic Artists Local 829 Pension Fund the sum of \$67.00 per day on behalf of each such employee.

“(b) Welfare Fund

“The Producer shall contribute to the IATSE National Health and Welfare Fund \$96.50 per day on behalf of each such employee.

“(c) Annuity Fund

“The Producer shall contribute to the IATSE Annuity Fund the sum of \$15.00 per day on behalf of each such employee.

“(2) For the Period September 28, 2025 to and including October 3, 2026:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$190.00 per day on behalf of each employee.

“(3) For the Period October 4, 2026 to and including September 30, 2027:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$205.00 per day on behalf of each such employee.

“See Appendix A for the contribution rate and allocation under this Article 23.A.

“B. Television Motion Pictures

“Producer shall be required to make aggregate Pension, Welfare and Annuity Fund contributions for Art Department Coordinators employed on television motion pictures as follows: ~~in the amount of \$132.00 per day effective October 1, 2021 (\$138.00 per day effective October 3, 2021; \$151.00 per day effective October 2, 2022 and \$164.50 per day effective October 1, 2023), which shall be allocated among the United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund as shown in Paragraph 2.B. of Appendix A.~~

“(1) For the Period September 29, 2024 to and including September 27, 2025:

“(a) Pension Fund

“The Producer shall contribute to the United Scenic Artists Local 829 Pension Fund the sum of \$55.00 per day on behalf of each such employee.

“(b) Welfare Fund

“The Producer shall contribute to the IATSE National Health and Welfare Fund \$96.50 per day on behalf of each such employee.

“(c) Annuity Fund

“The Producer shall contribute to the IATSE Annuity Fund the sum of \$23.50 per day on behalf of each such employee.

“(2) For the Period September 28, 2025 to and including October 3, 2026:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$190.00 per day on behalf of each employee.

“(3) For the Period October 4, 2026 to and including September 30, 2027:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$205.00 per day on behalf of each such employee.

“See Appendix A for the contribution rate and allocation under this Article 23.B.

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Make conforming changes to Article 23.D. in accordance with the foregoing.

- c. *Modify Article 30.E. of the Motion Picture Production Agreement for Costume Department Coordinators as follows:*

“E. Pension, Health and Annuity Fund Contributions

“(1) Theatrical Motion Pictures

“(a) For Costume Department Coordinators employed on theatrical motion pictures on an hourly basis, the Employer shall make aggregate contributions to the United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund as follows: in the amount of \$146.00 per day effective October 1, 2021; \$153.00 per day effective October 3, 2021; \$160.00 per day effective October 2, 2022; and \$168.00 per day effective October 1, 2023, which shall be allocated among the Funds as shown in the charts in Paragraph 3.A.(1) of Appendix A.

“(i) For the Period September 29, 2024 to and including September 27, 2025:

“(A) Pension Fund

“The Producer shall contribute to the United Scenic Artists Local 829 Pension Fund the sum of \$65.00 per day on behalf of each such employee.

“(B) Welfare Fund

“The Producer shall contribute to the IATSE National Health and Welfare Fund \$96.50 per day on behalf of each such employee.

“(C) Annuity Fund

“The Producer shall contribute to the IATSE Annuity Fund \$13.50 on behalf of each such employee.

“(ii) For the Period September 28, 2025 to and including October 3, 2026:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$190.00 per day on behalf of each such employee.

“(iii) For the Period October 4, 2026 to and including September 30, 2027:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$205.00 per day on behalf of each such employee.

“(b) For Costume Department Coordinators employed on theatrical motion pictures on a weekly ‘on-call’ basis, the Employer shall make aggregate contributions to the United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund as follows: in the amount of \$146.00 per day effective October 1, 2021; \$152.00 per day effective October 3, 2021; \$165.00 per day effective October 2, 2022; and \$178.50 per day effective October 1, 2023, which shall be allocated among the Funds as shown in the charts in Paragraph 3.A.(2) of Appendix A.

“(i) For the Period September 29, 2024 to and including September 27, 2025:

“(A) Pension Fund

“The Producer shall contribute to the United Scenic Artists Local 829 Pension Fund the sum of \$67.00 per day on behalf of each such employee.

“(B) Welfare Fund

“The Producer shall contribute to the IATSE National Health and Welfare Fund \$96.50 per day on behalf of each such employee.

“(C) Annuity Fund

“The Producer shall contribute to the IATSE Annuity Fund \$15.00 on behalf of each such employee.

“(ii) For the Period September 28, 2025 to and including October 3, 2026:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$190.00 per day on behalf of each such employee.

“(iii) For the Period October 4, 2026 to and including September 30, 2027:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$205.00 per day on behalf of each such employee.

“(2) Television Motion Pictures

“(a) For Costume Department Coordinators employed on television motion pictures on an hourly basis, the Employer shall make aggregate contributions to the United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund as follows: in the amount of \$132.00 per day effective October 1, 2021; \$138.00 per day effective October 3, 2021; \$144.00 per day effective October 2, 2022;

~~and \$151.00 per day effective October 1, 2023, which shall be allocated among the Funds as shown in the charts in Paragraph 3.B.(1) of Appendix A.~~

“(i) For the Period September 29, 2024 to and including September 27, 2025:

“(A) Pension Fund

“The Producer shall contribute to the United Scenic Artists Local 829 Pension Fund the sum of \$55.00 per day on behalf of each such employee.

“(B) Welfare Fund

“The Producer shall contribute to the IATSE National Health and Welfare Fund \$96.50 per day on behalf of each such employee.

“(C) Annuity Fund

“The Producer shall contribute to the IATSE Annuity Fund \$23.50 on behalf of each such employee.

“(ii) For the Period September 28, 2025 to and including October 3, 2026:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$190.00 per day on behalf of each such employee.

“(iii) For the Period October 4, 2026 to and including September 30, 2027:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$205.00 per day on behalf of each such employee.

“(b) For Costume Department Coordinators employed on television motion pictures on a weekly ‘on-call’ basis, the Employer shall make aggregate contributions to the United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund as follows: in the amount of \$132.00 per day effective October 1, 2021;

~~\$138.00 per day effective October 3, 2021; \$151.00 per day effective October 2, 2022; and \$164.50 per day effective October 1, 2023, which shall be allocated among the Funds as shown in the charts in Paragraph 3.B.(2) of Appendix A.~~

“(i) For the Period September 29, 2024 to and including September 27, 2025:

“(A) Pension Fund

“The Producer shall contribute to the United Scenic Artists Local 829 Pension Fund the sum of \$55.00 per day on behalf of each such employee.

“(B) Welfare Fund

“The Producer shall contribute to the IATSE National Health and Welfare Fund \$96.50 per day on behalf of each such employee.

“(C) Annuity Fund

“The Producer shall contribute to the IATSE Annuity Fund \$23.50 on behalf of each such employee.

“(ii) For the Period September 28, 2025 to and including October 3, 2026:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$190.00 per day on behalf of each such employee.

“(iii) For the Period October 4, 2026 to and including September 30, 2027:

“The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or pursuant to Article 9.D.(6), of \$205.00 per day on behalf of each such employee.

“See Appendix A for the contribution rate and allocation under this Article 30.E.”

Make conforming changes to Article 30.J. in accordance with the foregoing.

4. **Working Conditions**

a. **Article 5.A.(3) (Overtime)**

- i. *Modify Article 5.A.(3) of the Motion Picture Production Agreement as follows:*

“ARTICLE 5. WORKING HOURS

“A. For Employees on Hourly Wages

* * *

“(3) (a) For employees on hourly wages, all work performed in excess of forty (40) hours during a regular workweek or in excess of eight (8) hours worked in any day shall be paid for at one and one-half times the employee’s regular basic hourly rate.

“Work performed in excess of twelve (12) hours worked in a day shall be paid at the rate of double the employee’s regular basic hourly rate. For employees employed on theatrical motion pictures only, work performed in excess of fourteen (14) hours worked shall be paid the rate of two and one-half times the employee’s regular basic hourly rate. **Additionally, effective for motion pictures, new mini-series and seasons of series commencing principal photography on or after October 1, 2024, work performed in excess of fifteen (15) elapsed hours shall be paid at the rate of triple the employee’s regular basic hourly rate.**

“(b) Overtime pay is calculated in one-tenth (1/10) hour increments.”

- ii. *Modify Paragraph c. of Exhibit 6 re: “Special Conditions for New Digital One-Half Hour Single Camera Dramatic Television Series, the Production of Which Commences On or After October 1, 2006” as follows:*

“c. Overtime - Daily overtime for hours worked shall be paid at the rate of time-and-one-half for each hour worked after eight (8) work hours; double time shall be paid for each hour worked after twelve (12) work hours; **and effective for new seasons of series commencing**

principal photography on or after October 1, 2024, triple time shall be paid for each hour after (15) elapsed hours.”

b. **Rest Periods**

Modify Article 5.A.4.(a). of the Agreement as follows:

“(4) Rest Periods

“(a) Daily Rest Period

“During principal photography on or after October 1, 2024, a rest period of ten (10) hours shall be allowed between one day’s work and the next, except that when an employee is engaged on an overnight location out of town, the daily rest period shall be nine (9) hours, measured ‘portal-to-portal.’ If less than ~~eight (8) hours~~ the foregoing 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; provided, however, if the employee has worked more than fourteen (14) consecutive hours on any day, the rest period shall be ten (10) hours. If less than ten (10) hours is allowed, then all work performed shall be paid at two and one-half times the employee’s regular basic hourly rate for the hours so invaded~~ the penalty for invasion of the rest period as provided herein shall be payment of additional double time at the employee’s straight time hourly rate. If the rest period is invaded by one-half hour or less, the penalty shall be payment of one-half hour of additional double time; if the rest period is invaded by more than one-half hour, the penalty shall be computed in one-tenth hour increments (e.g., a thirteen (13) minute invasion would result in payment of additional double time for one-half hour, and a thirty-six (36) minute invasion would result in payment of additional double time for six-tenths of an hour).”

c. **Working Conditions (Cancellation of Calls)**

Add a new subparagraph (4) to Article 5.D. of the Agreement as follows:

“(4) Effective October 1, 2024, production must issue a call time to ‘on production’ employees for the next day’s work within one (1) hour after the general crew wrap time. It is understood that the issuance of the call time may be delayed in exigent circumstances such as unexpected changes to director or cast availability, weather or access to a location.”

d. **Working Conditions (Material)**

Modify Article 14 of the Agreement as follows:

“ARTICLE 14. EQUIPMENT AND MATERIAL

“A. If, at the request of the Producer, an employee is required to furnish equipment for use in the employee’s employment with Producer, the Producer and employee shall negotiate a reasonable amount for such use for the equipment.

“B. In addition, the Producer will reimburse the Charge Scenic Artist for all materials, tools and brushes purchased by said Charge Scenic Artist and used for the production or, at its option, the Producer will furnish to the Charge Scenic Artist all materials, tools and brushes used for the production.”

e. **Secure Parking**

Producers agree to issue the following bulletin to appropriate production personnel:

“During the 2024 negotiations with Local USA 829, the Union and the Producers discussed safety concerns regarding employees who are required to report to work very early in the morning and/or return home late in the evening and who utilize their personal vehicle to commute to work and find themselves walking alone to or from a parking lot in the dark.

“Productions must be cognizant of the safety of employees upon their arrival and departure. When the conditions described in the preceding paragraph exist, productions should offer these employees an escort and/or transportation to and from their cars, to the extent it is reasonably practicable to do so. Employees should also feel free to ask for these services if they have safety concerns. Furthermore, production security or other production personnel should be present and ready to assist employees who are arriving early and leaving late.”

f. **Exhibit 3 – Personal Vehicles**

Modify Exhibit 3 to the Agreement as follows:

“As of October 1, 2012
“Revised as of October 1, 2015
“Revised as of October 1, 2018
“Renewed as of October 1, 2021

“Revised as of October 1, 2024

* * *

“This letter shall supplement the United Scenic Artists, Local USA 829 I.A.T.S.E. and M.P.T.A.A.C. of the United States and Canada Motion Picture Production Agreement (the “Motion Picture Production Agreement”) by and between United Scenic Artists, Local USA 829, on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Producers which it represented in negotiations for a successor agreement to the **2018 2024** Motion Picture Production Agreement listed in Exhibit “A” (hereinafter referred to as “the Producer” or “the Producers”), on the other hand.

“No employee shall be required to use ~~his/her~~ **a** personal vehicle for hauling equipment and/or personnel from location to location during the working day.

“When an employee uses a personal vehicle at the Producer’s request to conduct business for the Producer during the workday (and not for commuting purposes), the Producer shall reimburse the employee for parking and toll road fees that are necessarily incurred and pre-approved by the Producer and for mileage at the then-current IRS rate or shall make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance). It is understood that if transportation is offered by the Producer, no reimbursement of any kind is required for the employee's use of a personal vehicle.”

* * *

g. **Working Conditions (Meal Allowances on Out-of-Town Locations)**

Modify Article 12.A. of the Agreement as follows:

“ARTICLE 12. OUT OF TOWN LOCATIONS

“A. An employee engaged on an overnight location, out of town, shall be provided with first class lodging accommodations and the following meal allowances if no meal is provided **effective October 1, 2024: \$4.50 for breakfast; \$6.50 for lunch; and \$9.00 for dinner** **\$10.00 for breakfast; \$10.00 for lunch; and \$20.00 for dinner (effective October 1, 2026, \$11.00 for breakfast; \$11.00 for lunch; and \$23.00 for dinner)**. In addition to the meal allowances, such employee shall also be provided with a per diem expense allowance of \$30 per day, which shall cover, among other expenses, local transportation, excluding authorized car rental.”

Make conforming changes, including to Article 23.D.(9) of the Agreement.

5. **Use of Designs and Design Materials (Presentations for Interviews)**

Producers agree to distribute the following bulletin to the appropriate production personnel:

“During the 2024 negotiations with Local USA 829, the parties discussed presentation materials prepared by candidates who are interviewing for open positions. The Union raised a concern that those presentation materials may be used to create materials on the production for which the candidate interviewed, even when that candidate is not selected for the position.

“When a candidate for an open position provides presentation materials to the Producer in connection with an interview, those presentation materials are to be deleted and/or destroyed, and shall not be used for any purpose, if the candidate is not ultimately employed in that role.”

6. **Holidays**

Modify Article 8 of the Motion Picture Production Agreement as follows:

ARTICLE 8. HOLIDAYS

“A. The parties hereto recognize the following holidays:

“(1) Prior to January 1, ~~2022~~2025:

“New Year’s Day, Martin Luther King Jr. Day, Presidents’ Day, Decoration Day (Memorial Day), Independence Day, Columbus Day, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

“(2) Effective January 1, ~~2022~~2025:

“New Year’s Day, Martin Luther King Jr. Day, Presidents’ Day, Decoration Day (Memorial Day), Juneteenth, Independence Day, Labor Day, Veteran’s 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 celebrated on the previous Friday, and any holiday falling on a Sunday, whether designated by federal

statute or not, shall, for the purpose of this Agreement, be celebrated on the following Monday.

“B. ~~Effective January 1, 2022, a~~An employee who is engaged on an hourly basis and who does not work on Martin Luther King Jr. Day (or Juneteenth, beginning 2025) shall be paid for the holiday on the basis of eight (8) hours at the employee’s regular straight time hourly rate. An employee who does not work on Martin Luther King Jr. Day (or Juneteenth, beginning 2025) shall be eligible for unworked holiday pay only if the employee worked the scheduled workday before and the scheduled workday after the holiday. (If the last scheduled workday before the holiday precedes (or the next scheduled workday after the holiday follows) a hiatus of one (1) week or more, no holiday pay shall be payable.)

“C. The Union agrees that it will not unreasonably deny a request for a waiver to switch the Veteran’s Day holiday with Good Friday on a given production in the event that the Producer reaches an agreement with Motion Picture Studio Mechanics, Local #52 to do so.”

7. **Health, Safety and Sanitary Conditions**

a. **Restrooms and Menstrual Products**

Producers agree to distribute the following bulletin to the appropriate production personnel:

“During the negotiations for the 2024 Local USA 829 Agreement, the Union raised concerns about the provision of adequate restroom facilities for employees. Please remind production personnel responsible for setting up restroom facilities that they should ensure that an adequate number of restroom facilities is provided and cleaned on a regular schedule. Furthermore, productions should make reasonable efforts to provide a gender-neutral bathroom, which may include relabeling a single occupancy bathroom to be gender neutral.

“In addition, the Union requested, and the parties agreed, that Producers will make best efforts to provide menstrual products, including tampons and menstrual pads, at no cost to the employee.

“Please ensure that a copy of this bulletin is distributed to the appropriate personnel in your production offices.”

b. **Courtesy Housing and Transportation**

Add a new Article 5.E. (“Courtesy Housing and Transportation”) to the Motion Picture Production Agreement as follows:

“E. Courtesy Housing and Transportation

“When an employee drives to work and is required to work in excess of fourteen (14) hours, Producer shall offer the employee either courtesy housing or round trip transportation at the Producer’s election. Round trip transportation shall be from the designated crew parking area to home and return at the Producer’s expense. Producer shall inform employees of the availability of courtesy housing or round trip transportation. Employees shall not be required to secure their own courtesy housing or round trip transportation. Producer must supply and arrange for sufficient courtesy housing/round trip transportation to accommodate all employees who may request the same. In this circumstance, an employee who chooses to obtain transportation via taxicab or through a ride share service such as Curb, Uber or Lyft shall be reimbursed upon submission of a receipt.

“Courtesy housing, when offered, must be available to the employee for at least the applicable daily rest period, or until the employee’s call time, whichever is earlier.

“Producer shall provide secured parking for employees utilizing courtesy housing/round trip transportation when the employee’s vehicle is left at the production location. If an employee has driven to the worksite when Producer offered the employee transportation, Producer shall have no responsibility for the personal vehicle of the employee.

“Provision of courtesy housing shall not trigger overnight location terms and conditions.”

Make conforming changes, including by:

Modifying Article 23.D. for Art Department Coordinators as follows (inserting a new subparagraph (5) and renumbering the subsequent subparagraphs accordingly, taking into account renumbering effectuated by other conforming changes to this Article as specified elsewhere in this package):

* * *

“(5) Article 5.D., ‘Courtesy Housing and Transportation;”

* * *

Modifying Article 30 for Costume Department Coordinators to refer to the 2024 Local USA 829 Agreement and by modifying Article 30.J. as follows (inserting a new subparagraph (5) and renumbering the subsequent subparagraphs

accordingly, taking into account renumbering effectuated by other conforming changes to this Article as specified elsewhere in this package):

* * *

“(5) Article 5.D., ‘Courtesy Housing and Transportation.’”

* * *

8. **Bereavement Leave**

Add a new Article to the 2024 Local USA 829 Agreement, effective October 1, 2024, as follows:

“In the event of the death of a ‘family member’* of a regularly-scheduled employee, the employee shall be allowed up to three (3) days of paid bereavement leave. For employees employed on an hourly or daily basis, a day of bereavement leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. For weekly employees (including ‘on call’ employees), a day of bereavement leave pay shall be equal to one-fifth (1/5th) of the employee's weekly rate.

“An employee who is absent from work due to bereavement leave will be reinstated to the employee's original position on the production upon return, provided that the position continues to exist; however, for continuity purposes, an Employer is not required to reinstate an employee on an episodic series until work on the current episode has been completed. The Employer and the Union will discuss on a case-by-case basis, upon the request of the Employer, issues related to the individual's reinstatement.

“* ‘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.”

Make conforming changes, including by:

Modifying Article 23.D. with respect to Art Department Coordinators as follows:

* * *

“(22) Article / I., ‘Bereavement Leave;’”

* * *

Modifying Article 30 for Costume Department Coordinators, including by modifying Article 30 to refer to the 2024 Local USA 829 Agreement and by modifying Article 30.J. as follows:

* * *

“(23) Article / J., ‘Bereavement Leave;’”

* * *

9. **Paid Sick Leave**

Modify Article 26.B. of the Motion Picture Production Agreement as follows:

“B. Paid Sick Leave Outside 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~~ **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 **(up to a maximum of eighty (80) hours or ten (10) days, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later])**. (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 **(forty-fifth (45th) day, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later])** 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 **(forty (40) hours or five (5) days of sick leave per year, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later])**, 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 **(forty-five (45) days, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP**

receives notice of ratification, whichever is later]) (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 **(no more than forty (40) hours or five (5) days, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later])** 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 26.B.

* * *

“(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 26.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 **(forty-five (45) day, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later])** (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 **(five (5) sick days, effective [insert date that is January 1, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later])** as provided in subparagraph (1) above. Employer also shall notify Local USA 829 of the name and contact information of the designated Employer representative or department.

* * *

10. **Artificial Intelligence**

- a. *Add a new Article 31 to the 2024 Motion Picture Production Agreement to provide as follows:*

“ARTICLE 31. ARTIFICIAL INTELLIGENCE

“This Article 31 applies prospectively on or after October 1, 2024.

“(a) **Definitions**

“The parties acknowledge that ‘Artificial Intelligence’ and ‘AI’ have become catchall names that generally refer to the ability of a machine-based system to apply analysis and logic-based techniques to solve problems or perform tasks and improve as it analyzes more data. An ‘AI System’ is any machine-based system that uses AI as a core function.

“(1) **Machine Learning**. The parties acknowledge that machine learning (‘ML’) is a subset of AI that enables machines to develop algorithms, including via deep learning (as defined below), based on statistical inferences drawn from patterns in submitted training data, including, but not limited to, diffusion models and large language models, for the purpose of performing tasks. Such tasks include, but are not limited to, predicting human behaviors, disseminating information and generating content.

“(2) **Generative Artificial Intelligence**. The parties acknowledge that generative artificial intelligence (‘Gen AI’) refers to a subset of ML that generates new content including, but not limited to, text, video, audio, three-dimensional (3D) models, code, and images. A ‘Gen AI System’ is any machine-based system that uses Gen AI as a core function.

“(3) **Deep Learning**. The parties acknowledge that deep learning refers to a subset of ML based on artificial neural networks that have multiple layers of connected artificial neuron nodes processing data.

“(4) The terms ‘Gen AI’ and ‘Deep Learning’ are used for convenience and this provision shall also apply to any technology that is consistent with the foregoing definitions, regardless of its name or designation.

“(b) **Existing Technologies and Practices**

“The parties acknowledge that the Producers have historically used digital technologies, including without limitation so-called ‘traditional AI’ technologies programmed to perform specific functions (*e.g.*, CGI, VFX, sound effects), and technologies such as those used during any stage of pre-visualization, pre-production, production, post-production, marketing and distribution and may continue to do so, consistent with their historical practices.

“(c) **New Technologies and Practices**

“(1) The parties acknowledge the importance of human contributions in motion pictures and the need to address the potential impact of the use of AI Systems on employment under this Agreement.

“(2) Use of New Technologies

“(i) A Producer continues to have the right to utilize new technologies in connection with motion picture production, including in connection with creative elements. Producer may require employees to use any AI System² or resulting output of such systems for use in connection with the performance of covered work. Employees who are assigned to utilize an AI System to perform services, including by inputting prompts or otherwise overseeing the use of the AI System, shall continue to be covered under the terms of this Agreement while performing such work.

“(ii) The Producer will not require an employee to provide prompts furnished by the employee in the performance of bargaining unit work in a manner that results in the displacement of any covered employee.

“(iii) Should an employee use AI Systems in the performance of covered work, the employee will be required to adhere to the Producer’s policies (*e.g.*, policies related to ethics, privacy, security, copyrightability or other protection of intellectual property rights), which shall be provided to the employee. In any event, the Producer retains the right to require that an employee obtain consent from the Producer before using AI Systems, and Producer retains the right to reject the use of AI Systems or any output from such use, including when the use could adversely affect the copyrightability or exploitation of the work or create other risks or liabilities for the Producer. Producer agrees to provide the International Union with any written policies governing the use of AI Systems by employees covered under this Agreement. Upon request, the Producer shall also provide Local USA 829 with any such written policies.

“A Producer’s decision to require an employee to use an AI System in connection with the employee’s performance of bargaining unit work, including for any creative elements or administrative tasks, will be subject to consultation with the employee at the employee’s request, provided that the requirements of production allow time for the consultation.

“(iv) The Producer shall indemnify the employee from liability and necessary costs, including by providing the employee a legal defense resulting from any claims arising from the use of AI Systems or the resulting output occurring in the performance of the employee’s duties and within the

² Should the Producer agree to use an employee’s own AI System, Producer and employee shall negotiate for reasonable reimbursement for such use.

scope of the employee's employment with Producer, subject to the conditions that:

“(A) This subparagraph (iv) shall not apply in any instance in which the injury, loss or damage is the result of or caused by, in whole or in part, the gross negligence or willful misconduct of such employee;

“(B) Employee is not in breach of the Producer's policies which have been disclosed to the employee and the employee has made appropriate disclosure of the use of AI Systems to the Producer;

“(C) Immediately upon the employee and/or the Union being informed of any claim or litigation, the employee and/or the Union shall notify Producer thereof and give Producer full details of any claim or the institution of any action for which the employee seeks indemnification under this subparagraph, including by delivering to the Producer every demand, notice, summons, complaint or other process received;

“(D) Producer shall name or cover the employee as an additional insured on its errors and omissions policies, if any, respecting motion pictures; and

“(E) The employee shall cooperate fully in the defense of any claim for which indemnification is provided in this subparagraph (iv), including the attending of hearings and trials, securing and giving evidence and obtaining the attendance of witnesses.

“(d) **Implementation of Work Training Programs**

“The parties acknowledge that the preferred method of addressing impact resulting from new technologies is through provision of work training and other programs designed to foster new skills to improve opportunities for employment and effective use of AI tools. The parties agree to cooperate in the establishment of work training and other programs with respect to covered work under this Agreement. A committee will be convened for the purpose of formulating and implementing such training and other programs. The training and other programs shall be designed in cooperation between the parties and shall be focused on training employees in (A) skills required to operate AI Systems associated with the employee's current work classification and/or (B) new skills required to transition to other classifications of work covered by this Agreement. The parties agree that the committee shall meet within ninety (90) days of contract ratification.

“(e) **Ongoing Obligations**

“(1) **Joint Industry-Wide Meetings**. The parties agree to meet at least semi-annually during the term of this Agreement at the request of the International Union to discuss and review information related to the Producers’ use and intended use of AI Systems in the production of motion pictures covered under this Agreement, to the extent that such information has been made publicly available. Topics for the meeting shall be identified in advance.

“(2) Each Producer agrees to meet quarterly with the International Union, on a company-by-company basis, during the term of this Agreement, at the request of the International Union. At such meeting, Producer will identify any significant emerging technologies utilizing AI Systems that the Producer is using or intends to use in motion picture production which may affect persons covered by this Agreement. Because Producer’s current and future technology may be discussed during these meetings, and in order to protect Producer’s proprietary and/or confidential information, trade secrets and intellectual property, the International Union agrees that its representatives participating in these meetings will be limited to a reasonable number of individuals (*i.e.*, not to exceed eight [8]) representing bargaining units for which the topics identified in advance to be discussed are relevant, and each participating representative will execute a mutually agreed-upon Confidentiality Agreement.

“(3) Topics for discussion at the meetings described in subparagraphs (1) and (2) above may, in addition to other topics related to AI Systems as proposed in advance of the meeting, include:

“(i) the extent to which jobs may have been affected as a result of the use of AI Systems;

“(ii) physical safety protocols involving the use in work environments of AI-controlled equipment including the use of AI-controlled autonomous vehicles and/or robots;

“(iii) efforts to ensure that use(s) of AI Systems mitigate against bias; and

“(iv) possible unique aspects of training for upskilling or reskilling, in connection with subparagraph (d) above, of experienced bargaining unit employees.

“(f) Claims for violation of this Article are arbitrable and must be brought under this Agreement. All remedies are available with the exception of

injunctive relief. For clarity, the arbitrator shall have no authority to prohibit or restrict the use of any AI System or the resulting outputs.

“(g) Except as explicitly set forth herein, it is understood that this Article does not expand or contract any existing rights and obligations under this Agreement. Nothing herein alters the scope of coverage under this Agreement.

“(h) No employee shall be subject to scanning of their visual or vocal likeness for use in a motion picture without the employee’s consent. Producer shall provide the employee with a reasonably specific description of the intended use. The consent must be clear and conspicuous and may be obtained through an endorsement or statement in the employment contract that is separately signed or initialed by the employee or in a separate writing that is signed by the employee. A copy of the consent shall be provided to the Union in advance of it being presented to employees. The employee’s consent to such scanning may not be a condition of employment and the consent itself shall clearly state the same.

b. *Add an Exhibit to the Agreement to provide as follows:*

“During the 2024 negotiations, the parties reached agreement to add a new Article 31 to the Agreement to address the Producer’s right to use new technologies, including artificial intelligence and AI Systems (as those terms are defined therein), in connection with motion picture production. Article 31 was the result of extensive discussions between representatives of the IATSE, the AMPTP, and the Union, including with their respective experts, and calls for regular meetings between the parties during the term to keep the Union advised and informed of developments in the use of AI Systems affecting bargaining unit members. The parties acknowledge both the Producer’s right to use new technologies involving AI System(s) in Article 31 and the Producer’s obligation, upon request of the Union, to negotiate over any impact of such use on bargaining unit employees as required by law.

“The parties confirm that the foregoing obligation shall not apply when a Producer experiments with using an AI System for the primary purpose of determining, under operating conditions, the feasibility and/or adequacy of performance of any AI System and/or tests the AI System under operating conditions by persons under the jurisdiction of this Agreement on a temporary basis.”

11. **Exhibits 6 and 7**

- a. For modifications to Exhibit 6 re: “Special Conditions for New Digital One-Half Hour Single Camera Dramatic Television Series, the Production of Which Commences On or After October 1, 2006,” see the charts attached as Exhibit “B”

hereto. Except as otherwise set forth in the charts and this comprehensive package, the applicable terms and conditions in the 2021 Motion Picture Production Agreement shall remain unchanged.

- b. For modifications to Exhibit 7 re: “Productions Made for New Media” see the charts attached hereto. Except as otherwise set forth in the charts attached as Exhibit “B” hereto and in this comprehensive package, the applicable terms and conditions in the 2021 Motion Picture Production Agreement shall remain unchanged.

- c. **High Budget AVOD and FAST Channel Programs**

Add a new Paragraph G. (and renumber the remaining subparagraphs accordingly) to Exhibit 7 re: “Productions Made for New Media” of the Motion Picture Production Agreement as follows:

“G. “High Budget” Derivative and Original Dramatic New Media Productions Made for Initial Exhibition on a Free-to-the-Consumer, Advertiser-Supported New Media Platform or Free Ad-Supported Streaming Television (FAST) Channel

“(1) Prospective Application

“The provisions of this Paragraph G. apply only to the following ‘High Budget AVOD Programs’ and ‘High Budget FAST Channel Programs’ (as those terms are defined in subparagraph (2) below):

- “(a) any new season of a High Budget AVOD or FAST Channel series for which principal photography of the first episode of the season commences on or after October 1, 2024;
- “(b) any High Budget AVOD or FAST Channel mini-series for which principal photography of the first part of such mini-series commences on or after October 1, 2024; and
- “(c) any one-time High Budget AVOD or FAST Channel program which commences principal photography on or after October 1, 2024.

“(2) High Budget AVOD or FAST Channel Programs Defined

“The terms and conditions set forth in this Paragraph G. shall be applicable only to original and derivative dramatic new media productions which meet the following ‘high budget’ criteria and

which are made for initial exhibition on: (a) a free-to-the-consumer, advertiser-supported new media platform ('High Budget AVOD Programs'); or (b) a free ad-supported streaming television channel ('High Budget FAST Channel Programs');

**"Length of Program
as Initially Exhibited"**

"High Budget" Threshold

"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 Paragraph G., regardless of their budgets.

"(3) Terms and Conditions

"The terms and conditions for employees employed on a High Budget AVOD or FAST Channel Program, as defined in subparagraph G.(2) above shall be as follows: [*Wages, terms and conditions shall be the same as those applicable to High Budget SVOD Programs.*]"

d. **Renewals of Understanding Re: Exhibit 7**

- i. Renew Exhibit 7 re: "Productions Made for New Media."
- ii. Renew understandings concerning the determination of subscriber tiers for purposes of the Exhibit 7 re: "Productions Made for New Media," except modify all references to the number of subscribers to reflect the applicable subscriber tier. Contract language follows:

- (1) *Modify Paragraph F.(5) of Exhibit 7 re: "Productions Made for New Media" as follows:*

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

- (2) *Modify the Unpublished Sideletter re: "'Bundled' Subscription Consumer Pay Platforms" as follows:*

“During the negotiations for the ~~2021~~2024 Local USA 829 Motion Picture Production Agreement (‘~~2021~~2024 Agreement’), the parties discussed the difficulty of determining the ~~number of subscribers in the United States and Canada whose applicable subscriber tier when a subscriber’s~~ subscription includes a video-on-demand platform for which a High Budget SVOD Program is made and other services, such as gaming, music, or free shipping, (e.g., Amazon Prime). ~~Ultimately, the parties reached agreement on the number of subscribers in the United States and Canada that certain of those platforms (i.e., Amazon Prime) will be considered to have for the term of the 2021 Agreement.~~

“Should an issue arise during the term of the ~~2021~~2024 Agreement as to the ~~number of subscribers in the United States and Canada subscriber tier that will apply~~ to a subscription consumer pay new media platform in these circumstances, the parties agree that any resolution reached between the IATSE and the AMPTP shall also apply to ~~2021~~2024 Agreement.”

- (3) *Modify the Unpublished Sideletter re: “Number of Subscribers to Subscription Consumer Pay Platform” as follows:*

“During the negotiations for the ~~2021~~2024 Local USA 829 Motion Picture Production Agreement (‘~~2021~~2024 Agreement’), the parties discussed the difficulty of determining the ~~number of subscribers in the United States and Canada subscriber tier applicable~~ to a subscription consumer pay new media platform when the platform does not release information on the number of subscribers or does not release information identifying the number of subscribers in the United States and Canada as opposed to elsewhere in the world.

“Should an issue arise during the term of the ~~2021~~2024 Agreement as to the ~~number of subscribers in the United States and Canada subscriber tier applicable~~ to a subscription consumer pay new media platform in one of the situations described above, the parties agree that any resolution reached between the IATSE and the AMPTP shall also apply to the ~~2021~~2024 Agreement.”

e. **High Budget SVOD, AVOD and FAST Channel Series Episode Length**

Add the following as a footnote to provisions in Exhibit 7 re: “Productions Made for New Media” concerning High Budget SVOD, High Budget AVOD and High Budget Fast Channel series in the Motion Picture Production Agreement:

“For purposes of determining minimum wages and other terms and conditions for High Budget SVOD, High Budget AVOD and High Budget Fast Channel series, the parties agree that an episode may exceed the ‘program length’ which applies to a typical episode of the series by up to three (3) minutes without becoming subject to the terms and conditions applicable to the next highest program length. (For example, if a typical episode of a High Budget SVOD series is between 20 and 35 minutes, a given episode of a series which is 38 minutes in length will still be subject to the compensation and terms and conditions applicable to a program between 20 and 35 minutes in length.) The parties further confirm that this applies to High Budget SVOD Programs produced under Exhibit 7 re: ‘Productions Made for New Media’ in the 2015, 2018 and 2021 Local USA 829 Agreement.”

12. **Housekeeping Items**

a. **Change USA 829 Address Wherever Referenced**

Update the Union’s address, wherever referenced within the Agreement, to 37 West 26th Street, 9th Floor, New York, New York 10010.

b. **Change the Title of “Shopperson” to “Shopperson/Industrial”**

Modify the title of the “Shopperson” classification to “Shopperson/Industrial.”

c. **Gender Neutral Language**

Modify the Agreement to utilize gender-neutral terms, in a manner that ensures the Agreement remains grammatically correct.

13. **Proration of Weekly Rates**

Modify Article 4.F. of the Motion Picture Production Agreement as follows:

“F. Weekly rates for employees who work four (4) days in a workweek shall be prorated at one-fifth (1/5) for each day worked provided that the prorated workweek precedes or follows ~~three (3) consecutive workweeks~~ one (1) full week of employment. Producer will not use this provision to avoid paying for a holiday for which the employee would otherwise have been paid during any week of employment.”

14. **Discussion Item – Safety Training and Recordkeeping**

- a. The bargaining parties recommend to the trustees of the Local USA 829 Apprenticeship and Training Fund to add an additional AMPTP-appointed trustee to the trust fund.
- b. The bargaining parties agree to form a committee to meet within ninety (90) days of the effective date of the Agreement to discuss safety training and recordkeeping, including the type of training to be offered to employees covered by this Agreement.
- c. Modify Article 23.D. by inserting a new subparagraph (17) as set forth below and renumbering the subsequent subparagraphs accordingly, taking into account renumbering effectuated by other conforming changes to this Article as specified elsewhere in this package):

* * *

“(17) Article 21., ‘Apprenticeship and Training Trust Fund;’

* * *

15. **Housekeeping – Payment of Wages**

Modify Article 17.D. of the Motion Picture Production Agreement as follows:

“D. Payment of Wages

“All employees will be paid on Friday of a given week for all work during the previous payroll week (i.e., the preceding Sunday through Saturday.) ~~All employees will be paid by check. The Producer will make best efforts to arrange for check cashing facilities in the city.~~

“When the services of a daily employee are terminated, ~~he/she~~ the employee shall be paid by check within seven (7) calendar days of the termination all monies the

employee is due ~~him/her~~ under the Agreement, unless arrangements are made with the employee for direct deposit during the foregoing timeframe.”

16. **Discussion Item – DEI**

The parties reaffirm their commitment to diversity, equity and inclusion as provided under Article 28 of the Agreement. In addition, the parties agree to reconvene the DEI committee under Article 28 within ninety (90) days of the effective date of the Agreement.

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



Carol A. Lombardini, President

Date: September 27, 2024

FOR THE UNITED SCENIC ARTISTS, LOCAL USA 829, I.A.T.S.E



Carl Mulert
National Business Agent

Date: 09/27/2024

EXHIBIT “A”
Companies Represented by the AMPTP
in the 2024 IATSE Local USA 829 Negotiations

1440 Productions LLC
20th Century Studios, Inc.
40 North Productions, LLC

ABC Signature LLC f/k/a Touchstone
Television Productions, LLC
ABC Studios New York, LLC
Adobe Pictures, Inc.
Alameda Productions, LLC
Alive and Kicking, Inc
Apple Studios LLC
Apple Studios Louisiana LLC

Big Indie Pictures, Inc
Bonanza Productions Inc.

Carnival Row Productions, LLC
CBS Studios Inc.
Charlestown Productions LLC
Columbia Pictures Industries, Inc.
CPT Holdings, Inc.

DW Studios Productions L.L.C.
Dyminium Productions, LLC

Eye Productions Inc.

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

GWave Productions, LLC

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

Jay Squared Productions LLC

Kapital Productions LLC
Kenwood TV Productions, Inc.

Legendary Features Productions US, LLC
Legendary Pictures Productions, LLC

Madison Productions, Inc.
Main Gate Productions LLC
Marvel Picture Works LLC
Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures Inc.
MGM Television Entertainment Inc.
Milk Street Productions, LLC
Minim Productions, Inc.

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

Olive Avenue Productions LLC
Olive Productions, LLC
On the Brink Productions, Inc.
Onyx Collective Productions, Inc
Open 4 Business Productions LLC
Orchard Road Productions, LLC

Pacific 2.1 Entertainment Group, Inc.
Palladin Productions LLC
Paramount Overseas Productions, Inc.
Paramount Pictures Corporation
Paramount Worldwide Productions, Inc.
Picrow, Inc.
Picrow Streaming Inc.

Remote Broadcasting, Inc.
Rose City Pictures, Inc.
Ruff Draft Productions, LLC

S&K Pictures, Inc.
Salty Pictures, Inc.
San Vicente Productions, Inc.
Screen Gems Productions, Inc.
SLO Productions Inc.
Stampede Services, LLC

Topanga Productions, Inc.
TriStar Productions, Inc.
Turner Films, Inc

TVM Productions, Inc.
Twentieth Century Fox Film Corporation
d/b/a 20th Television

Universal City Studios LLC
Universal Content Productions LLC

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

YNFS Productions LLC

EXHIBIT “B”
Chart Attachments Reflecting Modified Terms and Conditions Under
Exhibits 6 and 7 to the 2024 Motion Picture Production Agreement

For new seasons of series for which the first episode of the season commences principal photography on or after October 1, 2024.

DESCRIPTION	Terms and Conditions
MULTI-CAMERA HALF-HOUR SERIES	
Wage Rates	Half-hour multi-camera series, including all 20-35 minute multi-camera High Budget SVOD, AVOD and FAST-Channel series <ul style="list-style-type: none"> Seasons 1+: Article 4.A. rates <u>applicable to half-hour television motion pictures</u>

For new seasons of series for which the first episode of the season commences principal photography on or after October 1, 2024.

DESCRIPTION	Terms and Conditions
SINGLE CAMERA HALF-HOUR SERIES	
Wage Rates	Half-hour single camera series, including all 20-35 minute single camera High Budget SVOD, AVOD and FAST-Channel series <ul style="list-style-type: none"> Seasons 1 & 2: Article 4.A. rates <u>applicable to half-hour television motion pictures,</u> reduced by 3% Seasons 3+: Article 4.A. rates <u>applicable to half-hour television motion pictures</u>

For new seasons of series for which the first episode of the season commences principal photography on or after October 1, 2024.

DESCRIPTION	Terms and Conditions
NEW ONE-HOUR SERIES (1ST EPISODE OF 1ST SEASON COMMENCING PRINCIPAL PHOTOGRAPHY ON OR AFTER SEPTEMBER 28, 2013)	
Wage Rates	One-hour series, including all 36-65 minute High Budget SVOD, AVOD and FAST-Channel series <ul style="list-style-type: none"> Seasons 1+: Article 4.C.(1) rates, calculated as 3% reduction from Article 4.A. rates applicable to theatrical motion pictures (rather than Article 4.A. rates from one period prior)

For new seasons of series for which the first episode of the season commences principal photography on or after October 1, 2024.

DESCRIPTION	Terms and Conditions
66+ MINUTE HIGH BUDGET SERIES MADE FOR NEW MEDIA	
Wage Rates	<p>All 66+ Minute High Budget SVOD, AVOD and FAST-Channel series</p> <ul style="list-style-type: none"> Seasons 1+: Article 4.C.(1) rates, calculated as 3% reduction from Article 4.A. <u>rates applicable to theatrical motion pictures</u> (rather than Article 4.A. rates from one period prior)

For motion pictures commencing principal photography on or after October 1, 2024.

DESCRIPTION	2024 Local USA 829 Agreement (Proposed)
ONE-TIME HIGH-BUDGET PROGRAMS MADE FOR NEW MEDIA	
Wage Rates	<p>All High Budget SVOD, AVOD and FAST-Channel One-Time Programs</p> <ul style="list-style-type: none"> One-time programs < 85 minutes <ul style="list-style-type: none"> Article 4.D. rates One-time programs ≥ 85 minutes <ul style="list-style-type: none"> 85-95 minutes budgeted at < \$20,600,000*: Article 4.D. rates 85-95 minutes budgeted at ≥ \$20,600,000*: Article 4.C.(1) rates 96+ minutes budgeted at < \$20,600,000*: Article 4.D. rates 96+ minutes budgeted at ≥ \$20,600,000* but < \$34,778,222*: Article 4.C.(1) rates 96+ minutes budgeted at ≥ \$34,778,222*: Article 4.A. rates <u>applicable to theatrical motion pictures</u>

**Budget threshold subject to general wage increase in year 1 of the Agreement only.*