

**MEMORANDUM OF AGREEMENT OF MARCH 2, 2025 FOR FEATURE  
AND TELEVISION PRODUCTION AGREEMENT AND SUPPLEMENTAL  
DIGITAL PRODUCTION AGREEMENT WITH THEATRICAL  
WARDROBE UNION, LOCAL 764, IATSE**

This Memorandum of Agreement is entered into between Theatrical Wardrobe Union, Local 764, IATSE (hereinafter referred to as “Local 764” or “the Union”), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter “AMPTP”) on behalf of those Producers listed on Exhibit “A” attached hereto (each hereinafter respectively referred to as the “Employer” and collectively referred to as “Employers”), on the other hand.

This Memorandum of Agreement modifies the provisions of the 2022 Feature and Television Production Agreement and the 2022 Supplemental Digital Production Agreement.

The terms of this Memorandum of Agreement shall be subject to ratification by the membership of Local 764 and notification to the AMPTP no later than February 28, 2025. Upon ratification, the provisions of this Memorandum of Agreement shall be effective as of the dates hereinafter set forth, except that when no date is specified, such provisions shall be effective the first Sunday following the AMPTP’s receipt of notice of ratification.

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

1. **Term**

The term of each of the Feature and Television Production Agreement and the Supplemental Digital Production Agreement shall be for three (3) years, commencing on March 2, 2025 through and including February 29, 2028.

2. **Wages**

- a. Minimum wage rates in the Feature and Television Production Agreement will be increased by seven percent (7%) effective *[insert date that is March 2, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*; by an additional four percent (4%) effective *[insert date that is March 1, 2026 or one (1) year after the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*; and by an additional three and a half percent (3.5%) effective *[insert date that is February 28, 2027 or two (2) years after the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*. These increases shall be compounded.
- b. Minimum wage rates in the Supplemental Digital Production Agreement will be increased by four percent (4%) effective September 28, 2025; by an additional

three and one-half percent (3.5%) effective October 4, 2026; and minimum wage rates for this period beginning October 3, 2027 shall be increased by the same amount and at the same time as the corresponding wage rates for “Costumers” in the IATSE Videotape Agreement are increased, and shall remain in effect for the same time period as the corresponding increased rates for Costumers under the Videotape Agreement. The foregoing increases shall be compounded.

- c. Change reference to prior year or prior period wage rates to a 3% reduction in the then-current wage rates throughout the Agreements and Sideletters.

- d. **Supplemental Digital Production Agreement – Rates on Certain Reality Programs**

*Modify Article 14 of the Supplemental Digital Production Agreement as follows:*

**“14. WAGES**

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

**“(1) The following wage schedules shall apply to ~~E~~employees employed under this Agreement in making digital recordings of non-dramatic television motion pictures, other than those covered by Sideletter No. 5 to this Agreement, **and other than reality shows covered by Article 14(a)(2) below**, shall be paid not less than the following wage rates:**

\* \* \*

**“(2) The following wage schedules shall apply to employees employed under this Agreement in making digital recordings of a reality show, other than one utilizing a DIY/“how to” or “docu-follow” format and other than those covered by Sideletter No. 5 to this Agreement:**

**“This Article 14(a)(2) shall only apply to new series or programs, for which the principal photography of the first episode of the series (other than a pilot) commences on or after [insert date that is March 2, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], and new seasons of existing series, for which the principal photography of the first episode of the new season commences on or after [insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later].**

*“[Insert wage rate tables, and corresponding footnotes, for daily employees and weekly employees, calculated by increasing the applicable wage rates in the current Article 14(a) as follows:*

- *by three percent (3%) effective [insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]; and*
- *by an additional three percent (3%) prior to the general wage increase effective September 28, 2025.*
- *To match the wage rates in Article 14(b) effective October 4, 2026.]"*

*Make conforming changes.*

### 3. **Benefits**

#### a. **First Year**

- i. Effective *[insert date that is March 2, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]* the aggregate benefit contribution rate for work on Theatrical Motion Pictures in Article 15 (a) of the Feature and Television Production Agreement will be \$183.70 per day allocated as follows:
  - (1) \$29.20 per day allocated to the Pension Fund of Wardrobe Local 764.
  - (2) \$127.00 per day allocated to the IATSE National Health and Welfare Fund, Plan C.
  - (3) \$27.50 per day allocated to the Annuity Fund of Wardrobe Local 764.
- ii. Effective *[insert date that is March 2, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]* the aggregate benefit contribution rate for work on Television Motion Pictures in Article 15 (b) of the Feature and Television Production Agreement will be \$175.00 per day allocated as follows:
  - (1) \$32.00 per day allocated to the Pension Fund of Wardrobe Local 764.
  - (2) \$115.50 per day allocated to the IATSE National Health and Welfare Fund, Plan C
  - (3) \$27.50 per day allocated to the Annuity Fund of Wardrobe Local 764.
- iii. Effective September 28, 2025 the aggregate benefit contribution rate for work on Television Motion Pictures in Article 31 (a) of the Supplemental

Digital Production Agreement effective will be \$175.00 per day allocated as follows:

- (1) \$32.00 per day allocated to the Pension Fund of Wardrobe Local 764.
- (2) \$115.50 per day allocated to the IATSE National Health and Welfare Fund, Plan C
- (3) \$27.50 per day allocated to the Annuity Fund of Wardrobe Local 764.

b. Second- and Third-Year Increases

Theatrical Motion Picture:

- i. Effective March 1, 2026 the aggregate benefit contribution rate for work on Theatrical Motion Pictures in Article 15 (a) of the Feature and Television Production Agreement will be \$195.00 per day.
- ii. Effective February 28, 2027 the aggregate benefit contribution rate for work on Theatrical Motion Pictures in Article 15 (a) of the Feature and Television Production Agreement will be \$205.00 per day.

Television Motion Picture:

- iii. Effective March 1, 2026 the aggregate benefit contribution rate for work on Television Motion Pictures in Article 15 (b) of the Feature and Television Production Agreement will be \$190.00 per day.
- iv. Effective February 28, 2027 the aggregate benefit contribution rate for work on Television Motion Pictures in Article 15 (b) will be \$205.00 per day.

Supplemental Digital Production Agreement:

- v. Effective October 4, 2026 the aggregate benefit contribution rate for work under Article 31 (a) of the Supplemental Digital Production Agreement will be \$190.00 per day.
- vi. Effective October 3, 2027 the aggregate benefit contribution rate for work Article 31 (a) of the Supplemental Digital Production Agreement will be \$205.00 per day.

- c. Allocation of the daily benefit increases effective March 1, 2026 and February 28, 2027 in the Feature and Television Production Agreement (effective October 4, 2026 and October 3, 2027 in the case of the Supplemental Digital Production Agreement) shall be made by mutual agreement of the bargaining parties at least one hundred and twenty (120) days in advance of the effective dates for both the Feature Television Production Agreement and the Supplemental Production Digital Agreement. In the event the parties do not mutually agree upon the allocation before the deadline described in the preceding sentence the entire increase shall be allocated to the IATSE National Health and Welfare Fund.
- d. AMPTP agrees to enter into an agreement concerning the transfer of contributions for work performed under the IATSE Area Standards Agreement.

4. **Overtime**

- a. *Modify Article 4(a) ("Overtime") in the Local 764 Feature and Television Production Agreement as follows:*

**"4. OVERTIME**

"(a) **(1)** 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, **except to the extent provided otherwise in this subparagraph (a) for work time after fifteen (15) elapsed hours.** 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, **except to the extent provided otherwise in this subparagraph (a) for work time after fifteen (15) elapsed hours.**

"(2) 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, **except to the extent provided otherwise in this subparagraph (a) for work time after fifteen (15) elapsed hours.** 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, **except to the extent provided otherwise in this subparagraph (a) for work time after fifteen (15) elapsed hours.**

"(3) 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, **except to the extent provided otherwise in this subparagraph (a) for work time after fifteen (15) elapsed hours.** 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.

**“(4) Effective [insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], all time worked in excess of fifteen (15) elapsed hours shall be paid at three (3) times the employee's regular basic hourly rate (except for motion pictures, seasons of series and mini-series commencing principal photography prior to [insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later].”**

- b. *Modify Article 23(a) (“Golden Hours”) of the Supplemental Digital Production Agreement as follows:*

**“23. GOLDEN HOUR PROVISIONS**

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

“(i) For Daily Employees on the first five (5) consecutive days: Two (2) times the Regular Basic Hourly Rate **for all time worked in excess of fourteen (14) consecutive hours and, effective [insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], three (3) times the Regular Basic Hourly Rate for all time worked in excess of fifteen (15) consecutive hours (except that this triple time premium shall not apply to television motion pictures or seasons of series or mini-series commencing principal photography prior to [insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later].**

“(ii) For Daily Employees on the sixth or seventh days: Three (3) times the Regular Basic Hourly Rate.

“(iii) For Weekly Employees during their regular workweek: Two (2) times the Regular Basic Hourly Rate **for all time worked in excess of fourteen (14) consecutive hours and, effective [insert date that is March 2, 2025, or the first Sunday following the business day on which the**

AMPTP receives notice of ratification, whichever is later], three (3) times the Regular Basic Hourly Rate for all time worked in excess of fifteen (15) consecutive hours (except that this triple time premium shall not apply to television motion pictures or seasons of series or mini-series commencing principal photography prior to [insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]).

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

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

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

“(i) For Daily Employees on the first five (5) consecutive days: Two (2) times the Regular Basic Hourly Rate for all time worked in excess of twelve (12) consecutive hours and, effective [insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], three (3) times the Regular Basic Hourly Rate for all time worked in excess of fifteen (15) consecutive hours (except that this triple time premium shall not apply to television motion pictures or seasons of series or mini-series commencing principal photography prior to [insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]).

“(ii) For Daily Employees on the sixth or seventh days: Three (3) times the Regular Basic Hourly Rate.

“(iii) For Weekly Employees during their regular workweek: Two (2) times the Regular Basic Hourly Rate for all time worked in excess of twelve (12) consecutive hours and, effective [insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], three (3) times the Regular Basic Hourly Rate for all time worked in excess of fifteen (15) consecutive hours (except that this triple time premium shall not apply to television motion pictures or seasons of series or mini-series commencing principal photography prior to [insert date that is March 2, 2025, or the first

*Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later*).

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

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

5. **Rest Period**

- a. *Modify Article 5 (“Rest Periods”) of the Local 764 Feature and Television Production Agreement as follows:*

**“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. **If less than a ten (10) hour rest period is allowed, the penalty for such invasion of the daily rest period, shall be as provided in the next two paragraphs below or in subparagraph (c) below. 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.

\* \* \*

“(b) Weekend Rest Period<sup>1</sup>

“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.

\* \* \*

“(6) The penalty for invasion of the **weekend** rest period as provided herein shall be payment of additional straight time for all invaded hours, **except as otherwise provided in subparagraph (c) below.**

**“(c) Effective [insert date that is the first Sunday that is 90 days after either March 2, 2025 or the business day on which the AMPTP receives notice of ratification, whichever is later], and except as provided in the last two paragraphs of subparagraph (a) above, the penalty for invasion of the rest period as provided herein shall be a payment for invaded hours only at additional double time. 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). This subparagraph (c) shall not apply to motion pictures, parts of a mini-series or episodes of a series which commence principal photography prior to [insert date that is the first Sunday that is 90 days after either March 2, 2025 or the business day on which the AMPTP receives notice of ratification, whichever is later].”**

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

- b. *Modify Article 25(b)(6) of the Supplemental Digital Production Agreement as follows:*

**“25. REST PERIODS**

\* \* \*

**“(b) Weekend Rest Period<sup>2</sup>**

\* \* \*

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

**“(ii) Effective [insert date that is the first Sunday that is 90 days after either March 2, 2025 or the business day on which the AMPTP receives notice of ratification, whichever is later], the penalty for invasion of the rest period as provided herein shall be a payment for invaded hours only at additional double time. 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). This subparagraph (ii) shall not apply to television motion pictures, parts of a mini-series or episodes of a series which commence principal photography prior to [insert date that is the first Sunday that is 90 days after either March 2, 2025 or the business day on which the AMPTP receives notice of ratification, whichever is later].”**

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**6. Housing and Transportation**

- a. *Modify Article 29 (“Courtesy Housing or Transportation Within New York Thirty Mile Zone”) of the Feature and Television Production Agreement as follows:*

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<sup>2</sup> If the production's first workweek is a partial workweek, the weekend rest period shall apply as if it were a full workweek.

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

~~“Upon request of an employee who~~ When an employee 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 he/she is too tired to drive home safely,~~ Employer shall ~~provide~~ offer the employee either courtesy housing or round trip transportation, at the Employer’s election. Round trip transportation shall be from the designated crew parking area to home and return at the Employer’s expense.<sup>3</sup> Employer 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. Employer 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 through a ride share service such as Uber or Lyft shall be reimbursed upon submission of 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.

“Employer 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 Employer offered the employee transportation, Employer shall have no responsibility for the personal vehicle of ~~the employee an employee who elected to use his or her personal vehicle in lieu of Employer provided transportation.~~

“Employer shall include information on the call sheet informing employees of these new provisions obligating the Employer to offer either courtesy housing or round trip transportation, which shall include the name and contact information of the individual responsible for coordinating the same on each production.

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

“The following describes the calculation of work time and rest periods for an employee who reports to a location outside the ‘thirty (30) mile zone,’ and who is then provided courtesy housing:

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<sup>3</sup> Round trip transportation may include public transportation if reasonable under the circumstances.

“(a) The employee’s work time ends upon arrival at the courtesy housing (except as provided in subparagraph (c) below).”

“(b) If the employee has a call for the same Employer on the next day: The measurement of the employee’s daily rest period shall begin when the employee arrives at the courtesy housing on the previous day and end when the employee departs the courtesy housing for the call on the next day. The amount of time it takes to travel from the courtesy housing to the production location on the next day shall be added to the employee’s work time on the next day.”

“(c) If the employee does not have a call for the same Employer on the next day but is entitled to a weekend rest period: The amount of time required for the employee to travel from the production 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 shall be added to the employee’s work time for the previous day and to the measurement of the employee’s weekend rest period. (For clarity, this added time shall be in lieu of the time it takes to travel from the production location to the courtesy housing.)”

- b. *Modify Article 43 (“Courtesy Housing or Transportation Within New York Thirty Mile Zone”) of the Supplemental Digital Production Agreement as follows:*

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

“~~Upon request of an employee who~~ When an employee is required to work in excess of fourteen (14) hours ~~within a radius of thirty (30) miles of Columbus Circle in the New York metropolitan area and who advises the Producer of being too tired to drive home safely,~~ Producer shall ~~provide 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.<sup>4</sup> 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 through a ride share service such as Uber or Lyft shall be reimbursed upon submission of a receipt.”

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<sup>4</sup> Round trip transportation may include public transportation if reasonable under the circumstances.

“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, the Producer shall have no responsibility for the personal vehicle of ~~the employee an employee who elected to use his or her personal vehicle in lieu of Producer-provided transportation.~~

“Producer shall include information on the call sheet informing employees of these new provisions obligating the Producer to offer either courtesy housing or round trip transportation, which shall include the name and contact information of the individual responsible for coordinating the same on each production.

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

“(b) The following applies to an employee working on a motion picture within the jurisdiction of this Agreement who reports to a location outside the ‘thirty (30) mile zone,’ and who is provided courtesy housing:

“(i) The employee’s work time ends upon arrival at the courtesy housing (except as provided in subparagraph (iii) below).

“(ii) If the employee has a call for the same Producer on the next day: The measurement of the employee’s daily rest period shall begin when the employee arrives at the courtesy housing on the previous day and end when the employee departs the courtesy housing for the call on the next day. The amount of time it takes to travel from the courtesy housing to the production location on the next day shall be added to the employee’s work time on the next day.

“(iii) If the employee does not have a call for the same Producer on the next day but is entitled to a weekend rest period: The amount of time required for the employee to travel from the production 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 shall be added to the employee’s work time for the previous day and to the measurement of the employee’s weekend rest period. (For clarity, this added time shall be in lieu of the time it takes to travel from the production location to the courtesy housing.)”

- c. *Add a new Article [#] (“Use of Personal Vehicle”) to both the Feature and Television Production Agreement and the Supplemental Digital Production Agreement as follows:*

**“[#]. USE OF PERSONAL VEHICLE**

“Effective [insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], when an employee uses a personal vehicle at the Employer’s request to conduct business for the Employer during the workday (and not for commuting purposes), the Employer shall reimburse the employee for parking and toll road fees that are necessarily incurred and pre-approved by the Employer and for mileage at the then-current IRS rate or shall make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance). It is understood that if transportation is offered by the Employer, no reimbursement of any kind is required for the employee's use of a personal vehicle.”

- d. *Modify Article 8(a)(2) of the Feature and Television Production Agreement as follows:*

**“8. LOCATION**

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

\* \* \*

**“(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~~ the then-current IRS rate 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.”

- e. *Modify Article 21(a)(2) of the Supplemental Digital Production Agreement as follows:*

**“21. STUDIO ZONE DEFINITIONS AND WORKING CONDITIONS**

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

\* \* \*

“(2) Nearby Locations

“Any employee who is required to report to a nearby location (*i.e.*, a location other than a distant (overnight) location which is outside the 30-mile report-to zone) shall be paid mileage based on ~~thirty cents (\$.30) per mile~~ the then-current IRS rate 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.”

- f. *Employers agree to issue the following bulletin to appropriate production personnel:*

“During the 2025 negotiations with Local 764, the Union and the Employers discussed examples of 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 or public transportation to commute to work and find themselves walking to or from a parking lot or transit stop in the dark. The parties also discussed that employees reported safety concerns when they perform work away from the remainder of the crew on production.

“Productions must be cognizant of the safety of employees. When the conditions described in the preceding paragraph exist, productions should offer these employees an escort and/or transportation to and from their cars or transit stop, 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 should such safety concerns arise.”

7. **Restrooms**

*Employers agree to issue the following bulletin re “Restrooms and Menstrual Products” to appropriate production personnel:*

“During the negotiations for the 2025 Local 764 Feature and Television Production Contract and the Supplemental Digital Production 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 are provided and are 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 Employers 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.”

8. **Call Times**

*Add a new subparagraph to Article 3 (“Work Schedule”) of the Feature and Television Production Agreement and Article 18 (“Workday”) of the Supplemental Digital Production Agreement to provide as follows:*

“Effective [insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], 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.”

9. **Climate Control**

*Employers agree to issue the following bulletin re “Climate Control” to appropriate production personnel:*

“During the 2025 negotiations for the Local 764 Feature and Television Series Agreement and Supplemental Digital Production Agreement, the Union discussed that employees work under varied conditions, including a wide range of temperatures. The Union raised concerns regarding employees’ receipt of accommodations for heating (when working in a cold environment) and cooling (when working in a hot environment).



“Accordingly, this bulletin serves as a reminder that Employers should endeavor to provide those accommodations, which may include air conditioning or heating, fans, shade or heating tents and similar accommodations, when the temperature calls for those arrangements to be made. It is understood that the exact nature of the accommodations may vary depending on the circumstances, such as availability in the location where the work is taking place.”

10. **Paid Time Off**

a. **Sick Leave**

*Modify Article 28(b) of the Feature and Television Production Agreement as follows:*

**“28. SICK LEAVE**

\* \* \*

“(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, e~~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 March 30, 2025 or thirty (30) days after 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 (90<sup>th</sup>) day of employment **(forty-fifth (45<sup>th</sup>) day, effective [insert date that is March 30, 2025 or thirty (30) days after 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 March 30, 2025 or thirty (30) days after 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 March 30, 2025 or thirty (30) days after 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 of sick leave per year, effective [insert date that is March 30, 2025 or thirty (30) days after 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 toward satisfying the Employer's obligations to provide paid sick leave under this Article 28(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 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 **(forty-five (45) day, effective [insert date that is March 30, 2025 or thirty (30) days after 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 March 30, 2025 or thirty (30) days after 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 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.”

*Make conforming changes to Article 42 of the Supplemental Digital Production Agreement.*

b. **Bereavement Leave**

*Add a new Article to both the Feature and Television Production Agreement and the Supplemental Digital Production Agreement to provide 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, if any), 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.”

c. **Holidays**

- i. *Modify Article 6 (“Holidays”) of the Feature and Television Production Agreement as follows:*

**“6. HOLIDAYS**

“(a) (1) Prior to ~~January 1, 2023~~ insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], 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, Columbus Day, Veterans’ Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

“(2) Effective ~~January 1, 2023~~ insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], the following days shall be designated as holidays: New Year’s Day, Martin Luther King Jr. Day, Presidents’ Day, Memorial Day, Juneteenth, 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 or Juneteenth) 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~~ A daily employee who does not work on Martin Luther King Jr. Day or Juneteenth 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 or Juneteenth. (If the scheduled work day before Martin Luther King Jr. Day or Juneteenth precedes (or the next scheduled workday after Martin Luther King Jr. Day or Juneteenth 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.”

- ii. *Modify Article 28 (“Holidays”) of the Supplemental Digital Production Agreement as follows:*

**“28. HOLIDAYS**

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

“(b) New Year’s Day, Martin Luther King Jr. Day, Presidents’ Day (third Monday in February), Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day shall be recognized as holidays. Effective ~~January 1, 2023~~ [insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], ~~Martin Luther King Jr. Day Juneteenth~~ shall also be recognized as a holiday.

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

“(c) Provisions for Holidays not Worked

“Daily Employees

“Effective in the period ~~January 1, 2022 to and including December 31, 2022~~ prior to [insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], a Daily Schedule employee shall receive ~~3.7194~~ 3.7194% of such employee’s annual straight work time

earnings, including night premiums, as payment for holidays not worked. Effective in the period ~~January 1, 2023~~ [insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] to and including December 31, ~~2023~~2025, ~~and~~ in the period January 1, ~~2024~~2026 to and including December 31, ~~2023~~2026 and continuing on the same basis for the term of this Agreement, a Daily Schedule employee shall receive 4.583% of such employee's annual straight work time earnings, including night premiums, as payment for holidays not worked. Pay at straight time only for unworked holidays paid to Daily Schedule employees during distant location employment shall be offset against such employee's annual holiday compensation, computed as above.

“(d) Provisions for Holidays Worked

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

“(e) Weekly Schedule Employees

“The total amount of salary paid in the period ~~January 1, 2022 to and including December 31, 2022~~ prior to [insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] to a Weekly Schedule employee hereunder for recognized holidays not worked shall be offset against an amount equal to ~~3.7194~~4% of such employee's accumulated weekly schedule earnings within the same period. The employee shall be paid the amount by which such ~~3.7194~~4% computation exceeds the amount of holiday pay such employee has received for such period for holidays not worked.

“The total amount of salary paid in the period ~~January 1, 2023~~ [insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] to and including December 31, ~~2023~~2025, ~~and~~ in the period January 1, ~~2024~~2026 to and including December 31, ~~2024~~2026 and continuing on the same basis for the remainder of the term of this Agreement to a Weekly Schedule employee hereunder for recognized holidays not worked shall be offset against an amount equal to 4.583% of such employee's accumulated weekly schedule earnings within the same period. The employee shall be paid the amount by which such 4.583% computation exceeds the amount of holiday pay such employee has received for such period for holidays not worked.

“The foregoing shall be subject to the following provisions:

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

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

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

“(4) The applicable percentage computation described under this subparagraph shall not be applicable to any employee hereunder for any calendar year in which the employee is paid for ~~nine (9)~~ **ten (10)** (~~ten (10)~~ **eleven (11)**) effective **January 1, 2023** *[insert date that is March 2, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]* recognized holidays not worked.”

\* \* \*

d. **Severance**

- i. *Modify Article 30(a) of the Supplemental Digital Production Agreement as follows:*

**“30. SEVERANCE PAY**

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

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

10	270*	5
11-12	270*	6
13-14	270*	7
15	270*	8
16	270*	9
17	270*	10
18	270*	11
19	270*	12
20	270*	13

**“An employee with twelve (12) or more qualified years, whose employment is severed on or after [insert date that is March 2, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], shall receive an additional twenty-five percent (25%) of the applicable severance pay set forth above.”**

- ii. *Add a footnote to the definition of a “qualified year” in Article 30(c) of the Supplemental Digital Production Agreement as follows.*

“Effective [insert date that is March 2, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], the definition of a ‘qualified year,’ for purposes of Article 30(c), shall be applied in the following manner with respect to calendar year 2023: As to calendar year 2023 only, an employee shall be deemed to have a ‘qualified year’ if the employee has worked at least 94 days.”

- iii. *The following modification applies to Article 30(c) of the Supplemental Digital Production Agreement:*

Modify the definition of a “qualified year” so that an employee whose employment is severed on or after [insert date that is March 2, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] is required to have 170 work days within a 365 consecutive day period (rather than 200 work days) in order to have a qualified year. The foregoing shall apply prospectively only (*i.e.*, it does not apply to qualified years for which the work days occurred prior to the effective date of this provision), except that when a

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



365 consecutive day lookback period includes days that fall both within the term of the 2022 Agreement and within the term of the 2025 Agreement, the employee will be awarded a qualifying year if the employee worked 170 days within that 365 consecutive day lookback period.

11. **Television and Streaming:**

a. **Sideletters Re: Productions Made for New Media**

- i. For modifications to Sideletter No. 3 (re “Productions Made for New Media”) to the Feature and Television Production Agreement, see the charts attached hereto. Except as otherwise set forth in the charts attached hereto, the applicable terms and conditions in the 2022 Feature and Television Production Agreement shall remain unchanged.
- ii. For modifications to Sideletter No. 2 (re “Special Conditions for One Hour Episodic Television Series (Other Than One-Hour Prime Time Dramatic Episodic Television Series), the Production of Which Commenced Prior to October 1, 2003, for One-Half Hour Pilots and for One-Hour Pilots (Other Than Prime Time Dramatic)”), Sideletter No. 3 (re “Special Conditions for New One-Hour Episodic Television Series (Other Than One-Hour Prime Time Dramatic Series), the Production of Which Commences On or After October 1, 2003”) and Sideletter No. 5 (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”) to the Supplemental Digital Production Agreement, see the charts attached hereto. Except as otherwise set forth in the charts attached hereto, the applicable terms and conditions in the 2022 Supplemental Digital Production Agreement shall remain unchanged.
- iii. *Modify subparagraph D. regarding Terms and Conditions of Employment on Original New Media Productions (Other than an Original “High Budget SVOD Program”) of Sideletter No. 3 (re “Productions Made for New Media”) to the Feature and Television Production Agreement as follows:*

**“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 ‘Low Budget SVOD Program’ as defined in Paragraph D.(2)(b) below,** a ‘Mid-Budget SVOD Program’ as

defined in Paragraph D.(2)(c) 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) ‘Legacy’ Low Budget SVOD program or series, which are defined as:**

**“(A) any program or series that would otherwise qualify as a ‘Low 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 [insert date that is March 2, 2025 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later]; or**

**“(B) any program or series that would otherwise qualify as a ‘Low 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 2, 2025, if such program or series were produced pursuant to the terms of a bona fide license agreement with fixed and definite terms entered into by the Employer prior to [insert date that is March 2, 2025 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later].**

**“However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to [insert date that is March 2, 2025 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later].**

**“(i)-(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, 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)-(iii)”~~ 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)~~ **or (iii)** 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)~~ **or (iii)** above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after March 1, 2020 **for programs described subparagraphs (ii) and (iii) above, or after [insert date that is March 2, 2025 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later] for programs described in subparagraph (i) above,** 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).<sup>5</sup>

“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)~~ **or (iii)** above.”

**“(b) Low Budget SVOD Programs Defined**

**“The terms and conditions set forth in Paragraph D.(2)(d) of this Sideletter shall be applicable only to covered original, live action dramatic new media productions (other than an ‘Experimental New Media Production’) made for initial**

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<sup>5</sup> 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.

**exhibition on a subscription video-on-demand consumer pay platform which meet the following criteria (hereinafter ‘Low Budget SVOD Programs’):**

<b><u>“Length of Program as Initially Exhibited*</u></b>	<b><u>‘Low Budget’ Threshold</u></b>
<b><u>“20-35 Minutes</u></b>	<b><u>Less than \$900,000</u></b>
<b><u>“36-65 Minutes</u></b>	<b><u>Less than \$1,750,000</u></b>
<b><u>“66 Minutes or more</u></b>	<b><u>Less than \$2,100,000</u></b>

**“\* 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.**

**“(b)(c) Mid-Budget SVOD Programs Defined**

“The terms and conditions set forth in Paragraph D.(2)(~~e~~)(**d**) 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 Program’):

<b><u>“Length of Program as Initially Exhibited*</u></b>	<b><u>‘Mid Budget’ Threshold</u></b>
<b><u>“20-35 Minutes</u></b>	<b><u>\$900,000 or more but less than \$1,300,000</u></b>
<b><u>“36-65 Minutes</u></b>	<b><u>\$1,750,000 or more but less than \$2,500,000</u></b>
<b><u>“66 Minutes or more</u></b>	<b><u>\$2,100,000 or more but less than \$3,000,000</u></b>

**“\* 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.**

“(e)(d) Terms and Conditions

“The terms and conditions for employees employed on **a Low-Budget SVOD Program or** a Mid-Budget SVOD Program shall be those set forth in the **2022-2025** Local 764 Feature and Television Production Agreement for a long-form television motion picture, except that:

“(i) Employees employed on **a Low-Budget SVOD Program or** 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) reduced by six percent (6%);**

“(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.”

*Make conforming changes throughout the Agreements, including to the remainder of Sideletter No. 3 to the Feature and Television Production Agreement and Sideletter No. 6 to the Supplemental Digital Production Agreement, as applicable.*

- iv. *Add a new subparagraph H. (and renumber the remaining subparagraphs accordingly) regarding High Budget, Mid Budget and Low Budget AVOD or FAST Channel Programs to Sideletter No. 3 (re “Productions Made for New Media”) to the Feature and Television Production Agreement as follows:*

**“H. 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 subparagraph H. apply to the following ‘High Budget, Mid Budget and Low Budget AVOD or FAST Channel Programs’ (as those terms are defined in subparagraph (2) below) only:

“(a) any new season of a High Budget, Mid Budget or Low Budget AVOD or FAST Channel series for which principal

photography of the first episode of the season commences on or after [March 2, 2025 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later];

“(b) any High Budget, Mid Budget or Low Budget AVOD or FAST Channel mini-series for which principal photography of the first part of such mini-series commences on or after [March 2, 2025 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later]; and

“(c) any one-time High Budget, Mid Budget or Low Budget AVOD or FAST Channel programs which commence principal photography on or after [March 2, 2025 or the first Sunday following the business day that the AMPTP receives notification of ratification, whichever is later].

“(2) **High Budget, Mid Budget and Low Budget AVOD or FAST Channel Programs Defined**

“The terms and conditions set forth in this subparagraph H. shall be applicable only to the following productions made for initial exhibition on a free-to-the-consumer, advertiser-supported new media platform (‘AVOD’) or a free ad-supported streaming television channel (‘FAST Channel’):

“(a) Original and derivative dramatic new media productions which meet the following ‘high budget’ criteria (hereinafter ‘High Budget AVOD or FAST Channel Programs’):

<b>“Length of Program as Initially Exhibited*</b>	<b>“High Budget’ Threshold</b>
“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 subparagraph, regardless of their budgets.

“(b) Original, live action dramatic new media productions which meet the following ‘mid budget’ criteria (hereinafter ‘Mid Budget AVOD or Fast Channel Programs’):

<b>“Length of Program</b>	<b>“Mid-Budget” Threshold</b>
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**as Initially Exhibited\***

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 are not subject to this subparagraph H. and, instead, are subject to subparagraph D.(1) of this Paragraph, regardless of their budgets.

“(c) Covered original, live action dramatic new media productions (other than an “Experimental New Media Production”) which meet the following criteria (hereinafter “Low Budget AVOD or FAST Channel Programs”):

<b>“Length of Program as Initially Exhibited*"</b>	<b>“Low Budget” Threshold</b>
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“20-35 Minutes	Less than \$900,000
“36-65 Minutes	Less than \$1,750,000
“66 Minutes or more	Less than \$2,100,000

“\* Original, live action dramatic new media productions which are less than 20 minutes in length are not subject to this subparagraph H. and, instead, are subject to subparagraph D.(1) of this Paragraph regardless of their budgets.

**“(3) Terms and Conditions**

**“(a) High Budget AVOD or FAST Channel Programs**

“The terms and conditions applicable to a High Budget AVOD or FAST Channel Program, as defined in subparagraph H.(2) above, shall be as provided in the 2024 IATSE Basic Agreement and the West Coast Studio Local Agreements, subject to the modifications below: *[See the charts attached hereto for applicable terms and conditions.]*

**“(b) Mid Budget AVOD or FAST Channel Programs**

“The terms and conditions applicable to a Mid Budget AVOD or FAST Channel Program, as defined in subparagraph H.(2) above, shall be as provided in the 2024 IATSE Basic Agreement and the West Coast Studio Local Agreements, subject to the modifications below: *[See the charts attached hereto for applicable terms and conditions.]*

“(c) Low Budget AVOD or FAST Channel Programs

“The terms and conditions applicable to a Low Budget AVOD or FAST Channel Program, as defined in subparagraph H.(2) above, shall be as provided in the 2024 IATSE Basic Agreement and the West Coast Studio Local Agreements, subject to the modifications below:” *[See the charts attached hereto for applicable terms and conditions.]*

*Make conforming changes throughout the Agreements, including to the remainder of Sideletter No. 3 to the Feature and Television Production Agreement and Sideletter No. 6 to the Supplemental Digital Production Agreement, as applicable.*

b. **High Budget SVOD Series Episode Length**

*Add the following as a footnote to provisions into Sideletter No. 3 to the Feature and Television Production Agreement and Sideletter No. 6 in the Supplemental Digital Production Agreement re “Productions Made for New Media” concerning High Budget SVOD, High Budget AVOD and High Budget FAST Channel series:*

“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 twenty (20) and thirty-five (35) minutes, a given episode of a series which is thirty-eight (38) minutes in length will still be subject to the compensation and terms and conditions applicable to a program between twenty (20) and thirty-five (35) minutes in length.) The parties further confirm that this applies to High Budget SVOD Programs produced under the Sideletters re Productions Made for New Media in the 2016, 2019 and 2022 Feature and Television Production Agreements and the Supplemental Digital Production Agreements.”

- iv. Renew the Sideletters re: “Productions Made for New Media” in the Feature and Television Production Agreement and the Supplemental



Digital Production Agreement with the modifications set forth below in this paragraph 11.

- v. Renew understandings concerning the determination of subscriber tiers for purposes of the Sideletters re “Productions Made for New Media,” except modify all references to the number of subscribers to reflect the applicable subscriber tier. Contract language as follows:

- a. *Modify Paragraph F.(5) of the Sideletter No. 3 (re: “Productions Made for New Media”) in the Feature and Television Production Agreement 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.”

- b. *Modify the Unpublished Sideletter re: “‘Bundled’ Subscription Consumer Pay Platforms” as follows:*

\* \* \*

“During the negotiations for the ~~2022~~ 2025 Local 764 Feature and Television Production Agreement and the ~~2022~~ 2025 Supplemental Digital Production Agreement (‘~~2022~~ 2025 Agreements’), the parties discussed the difficulty of determining the applicable subscriber tier when a subscriber’s ~~number of subscribers in the United States and Canada whose~~ 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 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 Agreements.~~

“Should an issue arise during the term of the ~~2022~~ 2025 Agreements as to the ~~on the number of subscribers in the United States and Canada~~ the 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 the ~~2022~~ 2025 Agreements.”

\* \* \*

- c. *Modify the Unpublished Sideletter re: “Number of Subscribers to a Subscription Consumer Pay Platform” as follows:*

\* \* \*

“During the negotiations for the ~~2022-2025~~ Local 764 Feature and Television Production Agreement and the ~~2022~~ 2025 Supplemental Digital Production Agreement (‘~~2022~~ 2025 Agreements’), the parties discussed the difficulty of determining the ~~subscriber tier applicable number of subscribers in the United States and Canada~~ 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 ~~2022-2025~~ Local 764 Feature and Television Production Agreement and the ~~2022-2025~~ Supplemental Digital Production Agreement as to the ~~subscriber tier applicable number of subscribers in the United States and Canada~~ 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 ~~2022-2025~~ Local 764 Feature and Television Production Agreement and the ~~2022-2025~~ Supplemental Digital Production Agreement.

## 12. Artificial Intelligence

- a. *Add a new Article 32 (“Artificial Intelligence”) to the Feature and Television Agreement and a new Article 46 (“Artificial Intelligence”) to the Supplemental Digital Production Agreement, each to provide as follows:*

“[##]. **Artificial Intelligence**

“This Article [##] applies prospectively on or after *[insert the date that is the first Sunday that is March 2, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

“(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 Employers 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) An Employer continues to have the right to utilize new technologies in connection with motion picture production, including in connection with creative elements. Employer may require employees to use any AI System<sup>4</sup> 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 Employer 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 Employer’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 Employer retains the right to require that an employee obtain consent from the Employer before using AI Systems, and Employer 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 Employer. Employer 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 Employer shall also provide Local 764 with any such written policies.

“An Employer’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.

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<sup>4</sup> Should the Employer agree to use an employee’s own AI System, Employer and employee shall negotiate for reasonable reimbursement for such use.

“(iv) The Employer 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 scope of the employee’s employment with Employer, 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 Employer’s policies which have been disclosed to the employee and the employee has made appropriate disclosure of the use of AI Systems to the Employer;

“(C) Immediately upon the employee and/or the Union being informed of any claim or litigation, the employee and/or the Union shall notify Employer thereof and give Employer 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 Employer every demand, notice, summons, complaint or other process received;

“(D) Employer 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 Employers’ 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 Employer 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, Employer will identify any significant emerging technologies utilizing AI Systems that the Employer is using or intends to use in motion picture production which may affect persons covered by this Agreement. Because Employer’s current and future technology may be discussed during these meetings, and in order to protect Employer’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. Employer 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.”

*Make conforming changes, including renumbering any subsequent footnotes in both the Agreements.*

- b. *Add a new Sideletter No. 6 to the Feature and Television Production Agreement to provide as follows:*

“During the 2025 negotiations, the parties reached agreement to add a new Article 32 to the Agreement to address the Employer’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 32 was the result of extensive discussions between the IATSE and the AMPTP, including with their respective experts, and further discussions between Local 764 and the AMPTP, and calls for regular meetings between the Employers and the International Union 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 Employer’s right to use new technologies involving AI System(s) in Article 32 and the Employer’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 an Employer 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.”

- c. *Add a new Sideletter No. 9 to the Supplemental Digital Production Agreement to provide as follows:*

“During the 2025 negotiations, the parties reached agreement to add a new Article 46 to the Local 764 Supplemental Digital Production Agreement to address the Employer’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 46 was the result of extensive discussions between the IATSE and the AMPTP, including with their respective experts, and further discussions between Local 764 and the AMPTP, and calls for regular meetings between the Employers and the International Union 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 Employer’s right to use new technologies involving AI System(s) in Article 46 and the Employer’s obligation, upon request of the Union, to negotiate over any impact of such use on bargaining unit employees as required by law.

“Under the Local 764 Supplemental Digital Production Agreement, Employers may have additional obligations, and other dispute resolution provisions may apply, under Article 39 (‘Technological Change’) as the result of the introduction of an AI System. Should that be the case, any and all relevant articles, including the protections provided therein, this Sideletter and Article 46 shall apply to employees working under the Local 764 Supplemental Digital Production Agreement.

“The parties confirm that an Employer may experiment 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 may test the AI System under operating conditions by persons under the jurisdiction of the Local 764 Supplemental Digital Production Agreement on a temporary basis. Those circumstances do not constitute a technological change or otherwise impose any obligation on Employer, other than those specifically set forth in Article 46 to the Local 764 Supplemental Digital Production Agreement.”



13. This Agreement is subject to ratification by the membership of Theatrical Wardrobe Union Local 764, IATSE and notice of ratification to the AMPTP.

**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: April 21, 2025

**THEATRICAL WARDROBE UNION, LOCAL 764, L.A.T.S.E. & M.P.T.A.A.C.**



Frank Gallagher, Business Representative

Date: 4/17/25



Patricia A. White, President

Date: 4/17/2025

**EXHIBIT "A"**  
(AMPTP-represented Companies)

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

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

Belladonna Productions, Inc.  
Big Indie Pictures, Inc.  
Bonanza Productions Inc.

CBS Studios Inc.  
Charlestown Productions LLC  
Columbia Pictures Industries, Inc.  
Corporate Management Solutions, Inc., dba  
CMS Productions  
CPT Holdings, Inc.

Delta Blues Productions LLC  
DW Studios Productions LLC

Epic Level Entertainment, Ltd.  
Eye Productions Inc.

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

Goldcrest Features Inc.  
GWave Productions, LLC

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

I Like Pie, Inc.  
Inclined Productions, Inc.  
Ironworks Productions Inc  
It's Possible Productions, LLC

Jax Media, LLC  
Jay Squared Productions LLC

Kapital Productions, LLC  
Ken Ehrlich Productions, Inc  
Kenwood TV Productions, Inc.

Legendary Features Productions US, LLC  
Legendary Pictures Productions, LLC  
LGTV Productions, Inc.  
Lions Gate 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.  
Minim Productions, Inc.

Netflix Productions, LLC  
Netflix Studios, LLC  
New Line Productions, Inc.  
New Regency Productions, Inc.  
Next Step Productions LLC  
Next Wednesday Inc

Olive Avenue Productions LLC  
Olive Productions, LLC  
On the Brink Productions, Inc.  
Onyx Collective Productions, Inc.  
Open 4 Business Productions LLC  
Orange Cone Productions LLC  
Over the Pond Productions, Inc.

Pacific 2.1 Entertainment Group, Inc.  
Palladin Productions LLC  
Paramount Overseas Productions, Inc.

Paramount Pictures Corporation  
Paramount Worldwide Productions, Inc.  
Patch Bay Productions LLC  
Picrow Streaming Inc.  
Picrow, Inc.  
PP21 Productions LLC

Remote Broadcasting, Inc.  
Rose City Pictures, Inc.

S&K Pictures, Inc.  
Salty Pictures, Inc.  
San Vicente Productions, Inc.  
Screen Gems Productions, Inc.  
Skydance Features, LLC  
Skydance Pictures, LLC  
SLO Productions Inc.  
South Circle Productions LLC  
South Rock Productions LLC  
Stalwart Productions LLC  
Stampede Services, LLC  
Stu Segall Productions, Inc.

Topanga Productions, Inc.  
Turner Films, Inc.  
TVM Productions, Inc.  
Twentieth Century Fox Film Corporation  
d/b/a 20<sup>th</sup> 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.

XOF Studios, LLC

YNFS Productions LLC

**AREA STANDARDS AGREEMENT BREAKDOWN FOR IA NBF 08/04/24**  
**(All rates daily unless otherwise specified)**

LOCAL(S)/AREA	AGGREGATE	IA NBF ALLOCATIONS			OTHER FUND	NOTES (Work locations unless otherwise specified)
		HEALTH	PENSION	ANNUITY		
MULTIPLE LOCATIONS (Areas formerly denoted as Maryland, Non-Maryland, etc.)	\$175	\$136	\$19 \$27	\$20 \$12		AL, AK, AZ, AR, CA (outside SD, SF & LA), CO, DC, FL, GA, ID, IN, IA, KS, KY <sup>1</sup> , LA, MA <sup>2</sup> , MD, ME <sup>2</sup> , MI <sup>3</sup> , MN, MS, MO, MT, NE, NH <sup>2</sup> , NV (outside Las Vegas), NM, NC, ND, OH <sup>1</sup> , OK, OR, Pittsburgh, PR, RI <sup>2</sup> , SC, TN, TX, U.S. Virgin Islands, UT, VA, VT <sup>2</sup> , WA, WV, WI, WY  (See Footnotes)
Ohio/Kentucky (209 hires)	\$175	\$136	\$27	\$20 \$12	\$19/day to the Local 27 Pension Plan	If hired in the geographical jurisdiction of Local 209
San Diego	\$175	\$136	\$27	\$39 \$12	\$136/day to San Diego Theatrical H&W Trust	
Southeastern Michigan	\$175	\$136	\$27	\$12	\$39/day to the Local 38/812 Pension Plan	Counties of Lapeer, Lenawee, Livingston, Macomb, Monroe, Oakland, Sanilac, St. Clair, Washtenaw and Wayne.
Las Vegas	---	\$136	\$27	\$12	8% + \$7.32/day to the NRA-Local720 Joint Trust Fund	
Hawaii	---	\$136	\$19 \$27	---	\$2.10/hour + \$112/day to Local 665 H&W Trust Fund \$2.10/hour to Local 665 Annuity Trust Fund	
New England (481 hires)	\$175	\$135	\$19 \$28	\$20 \$12	\$1/day to the Local 481 H&W Fund	If hired and working in the geographical jurisdiction of Local 481
Local USA 829 (all locations)	\$175	\$102	---	\$18 NA	\$55/day to USA Local 829 Pension Fund	Per revised Side Letter #9
Local 798	\$175	\$136	NA	\$20 NA	\$19/day to the Local 798 Pension Fund	Per Side Letter #13

**FOOTNOTES ON MULTIPLE LOCATIONS RATE:**

- (1) Ohio and Kentucky – ONLY if Local 161 or hired outside of Local 209's geographical jurisdiction
- (2) Maine, Massachusetts, New Hampshire, Rhode Island and Vermont – ONLY if hired outside of Local 481's jurisdiction
- (3) Michigan – ONLY if Local 161 or if work location is outside of the counties listed for Southeastern Michigan above.

## CHART A RE ITEM 11 ON SPECIAL CONDITIONS IN 2025 LOCAL 764 MOA

For new seasons of series for which the first episode of the season commences principal photography on or after *[insert date that is March 2, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

	DESCRIPTION	2022 Local 764 Majors Contract/SDPA (Current)	2025 Local 764 Majors Contract/SDPA
<b>NEW ONE-HOUR PRIME TIME DRAMATIC SERIES</b>			
1.	Wage Rates	<p>New one-hour series made for television</p> <ul style="list-style-type: none"> <li>Seasons 1+: Article 12.(b)(2) rates</li> </ul> <p>36-65 minute HB SVOD series made for platform with ≥20M domestic subscribers</p> <ul style="list-style-type: none"> <li>Tier 1 Budget (≥ \$3,800,000) Series <ul style="list-style-type: none"> <li>Seasons 1+: Article 12.(b)(2) rates</li> </ul> </li> <li>Tier 2 Budget (≥ \$2,500,000 but &lt; \$3,800,000) Series <ul style="list-style-type: none"> <li>Season 1: Article 12.(b)(2) rates from one period prior (1x back rates)</li> <li>Seasons 2+: Article 12.(b)(2) rates</li> </ul> </li> </ul> <p>36-65 minute HB SVOD series made for platform with &lt;20M domestic subscribers</p> <ul style="list-style-type: none"> <li>Series budgeted at ≥ \$8,240,000 <ul style="list-style-type: none"> <li>Seasons 1+: Article 12.(b)(2) rates</li> </ul> </li> <li>Series budgeted at ≥ \$3,800,000 but &lt; \$8,240,000 <ul style="list-style-type: none"> <li>Season 1: Article 12.(b)(2) rates from one period prior (1x back rates)</li> <li>Seasons 2+: Article 12.(b)(2) rates</li> </ul> </li> <li>Tier 2 Budget (≥ \$2,500,000 but &lt; \$3,800,000) Series <ul style="list-style-type: none"> <li>Season 1: Article 12.(b)(3) rates</li> <li>Seasons 2+: Article 12.(b)(2) rates</li> </ul> </li> </ul> <p>36-65 minute HB AVOD and HB FAST-Channel series</p> <ul style="list-style-type: none"> <li>Freely negotiable between the Employee and the Producer</li> </ul>	<p>One-hour series, <b>including all 36-65 minute High Budget SVOD, AVOD and FAST-Channel series</b></p> <ul style="list-style-type: none"> <li><b>Seasons 1+: Article 12.(b)(2) rates, but Article 12.(b)(2) rates will be calculated as Article 12.(b)(1) rates reduced by 3%</b></li> </ul>

DESCRIPTION		2022 Local 764 Majors Contract/SDPA (Current)	2025 Local 764 Majors Contract/SDPA (Producers' Counter to U-2.a.ii/U-12.)
<b>NEW ONE-HOUR PRIME TIME DRAMATIC SERIES</b>			
2.	Holidays	<p>New one-hour series made for television</p> <ul style="list-style-type: none"> <li>• Seasons 1+: 100% unworked holiday pay in Article 6(b)</li> </ul> <p>36-65 minute HB SVOD series made for platform with ≥20M domestic subscribers</p> <ul style="list-style-type: none"> <li>• Tier 1 Budget (≥ \$3,800,000) Series <ul style="list-style-type: none"> <li>○ Seasons 1+: 100% unworked holiday pay in Article 6(b)</li> </ul> </li> <li>• Tier 2 Budget (≥ \$2,500,000 but &lt; \$3,800,000) Series <ul style="list-style-type: none"> <li>○ Seasons 1 &amp; 2: No unworked holiday pay</li> <li>○ Season 3: 50% unworked holiday pay in Article 6(b)</li> <li>○ Seasons 4+: 100% unworked holiday pay in Article 6(b)</li> </ul> </li> </ul> <p>36-65 minute HB SVOD series made for platform with &lt;20M domestic subscribers</p> <ul style="list-style-type: none"> <li>• Seasons 1 &amp; 2: No unworked holiday pay</li> <li>• Season 3: 50% unworked holiday pay in Article 6(b)</li> <li>• Seasons 4+: 100% unworked holiday pay in Article 6(b)</li> </ul> <p>36-65 minute HB AVOD and HB FAST-Channel series</p> <ul style="list-style-type: none"> <li>• Freely negotiable between the Employee and the Producer</li> </ul>	<p>New one-hour series made for television, including <b>36-65 minute HB SVOD, HB AVOD and HB FAST-Channel Series</b></p> <ul style="list-style-type: none"> <li>• Seasons 1+: 100% unworked holiday pay in Article 6(b)</li> </ul>

For new seasons of series for which the first episode of the season commences principal photography on or after *[insert date that is March 2, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

	DESCRIPTION	2022 Local 764 Majors Contract/SDPA (Current)	2025 Local 764 Majors Contract/SDPA
<b>HALF-HOUR SINGLE CAMERA PRIME TIME DRAMATIC SERIES</b>			
1.	Wage Rates	<p>Half-hour single camera series made for television</p> <ul style="list-style-type: none"> <li>• Seasons 1 &amp; 2: Article 12.(b)(2) rates</li> <li>• Seasons 3+: Article 12.(b)(1) rates</li> </ul> <p>20-35 minute single camera HB SVOD series made for platform with ≥20M domestic subscribers</p> <ul style="list-style-type: none"> <li>• Tier 1 Budget (≥ \$2,100,000) Series <ul style="list-style-type: none"> <li>○ Seasons 1 &amp; 2: Article 12.(b)(2)</li> <li>○ Seasons 3+: Article 12.(b)(1) rates</li> </ul> </li> <li>• Tier 2 Budget (≥ \$1,300,000 but &lt; \$2,100,000) Series <ul style="list-style-type: none"> <li>○ Season 1: Article 12.(b)(2) rates from one period prior (1x back rates)</li> <li>○ Seasons 2+: Article 12.(b)(2) rates</li> </ul> </li> </ul> <p>20-35 minute single camera HB SVOD series made for platform with &lt;20M domestic subscribers</p> <ul style="list-style-type: none"> <li>• Series budgeted at ≥ \$4,120,000 <ul style="list-style-type: none"> <li>○ Season 1: Article 12.(b)(2) rates from one period prior (1x back rates)</li> <li>○ Seasons 2+: Article 12.(b)(2) rates</li> </ul> </li> <li>• Series budgeted at ≥ \$1,300,000 but &lt;\$4,120,000 <ul style="list-style-type: none"> <li>▪ Season 1: Article 12.(b)(3) rates</li> <li>▪ Seasons 2+: Article 12.(b)(2) rates</li> </ul> </li> </ul> <p>20-35 minute single camera HB AVOD and HB FAST-Channel series</p> <ul style="list-style-type: none"> <li>• Freely negotiable between the Employee and the Producer</li> </ul>	<p>Half-hour single camera series, <b>including all 20-35 minute High Budget SVOD, AVOD and FAST-Channel series</b></p> <ul style="list-style-type: none"> <li>• <b>Seasons 1 &amp; 2: Article 12.(b)(2) rates, but Article 12.(b)(2) rates will be calculated as Article 12.(b)(1) rates reduced by 3%</b></li> <li>• <b>Seasons 3+: Article 12.(b)(1) rates</b></li> </ul>

	DESCRIPTION	2022 Local 764 Majors Contract/SDPA (Current)	2025 Local 764 Majors Contract/SDPA
<b>HALF-HOUR SINGLE CAMERA PRIME TIME DRAMATIC SERIES</b>			
2.	Holidays	<p>Half-hour single camera series made for television and 20-35 minute single camera HB SVOD series</p> <ul style="list-style-type: none"> <li>• Season 1: no unworked holiday pay</li> <li>• Season 2: 50% unworked holiday pay in SDPA Article 28</li> <li>• Seasons 3+: 100% unworked holiday pay in SDPA Article 28</li> </ul> <p>20-35 minute single camera HB AVOD and HB FAST-Channel series</p> <ul style="list-style-type: none"> <li>• Freely negotiable between the Employee and the Producer</li> </ul>	<p>Half-hour single camera series, including all 20-35 minute HB SVOD, <b>HB AVOD and HB FAST-Channel series</b></p> <ul style="list-style-type: none"> <li>• Season 1: no unworked holiday pay</li> <li>• Season 2: 50% unworked holiday pay in SDPA Article 28</li> <li>• Seasons 3+: 100% unworked holiday pay in SDPA Article 28</li> </ul>
3.	Vacation	<p>Half-hour single camera series made for television and 20-35 minute single camera HB SVOD series</p> <ul style="list-style-type: none"> <li>• Season 1: no vacation pay</li> <li>• Season 2: 50% vacation pay in SDPA Article 29</li> <li>• Seasons 3+: 100% vacation pay in SDPA Article 29</li> </ul> <p>20-35 minute single camera HB AVOD and HB FAST-Channel series</p> <ul style="list-style-type: none"> <li>• Freely negotiable between the Employee and the Producer</li> </ul>	<p>Half-hour single camera series, including all 20-35 minute HB SVOD, <b>HB AVOD and HB FAST-Channel series</b></p> <ul style="list-style-type: none"> <li>• Season 1: no vacation pay</li> <li>• Season 2: 50% vacation pay in SDPA Article 29</li> <li>• Seasons 3+: 100% vacation pay in SDPA Article 29</li> </ul>



For new seasons of series for which the first episode of the season commences principal photography on or after *[insert date that is March 2, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

				DESCRIPTION	2022 Local 764 Majors Contract/SDPA (Current)	2025 Local 764 Majors Contract/SDPA
<b>HALF-HOUR MULTI-CAMERA PRIME TIME DRAMATIC SERIES</b>						
1.	Wage Rates	<p>Half-hour multi-camera series made for television</p> <ul style="list-style-type: none"> <li>Seasons 1+: Article 12.(b)(1) rates</li> </ul> <p>20-35 minute multi-camera HB SVOD series made for platform with ≥20M domestic subscribers</p> <ul style="list-style-type: none"> <li>Tier 1 Budget (≥ \$2,100,000) Series <ul style="list-style-type: none"> <li>Seasons 1+: Article 12.(b)(1) rates</li> </ul> </li> <li>Tier 2 Budget (≥ \$1,300,000 but &lt; \$2,100,000) Series <ul style="list-style-type: none"> <li>Season 1: Article 12.(b)(2) rates from one period prior (1x back rates)</li> <li>Seasons 2+: Article 12.(b)(2) rates</li> </ul> </li> </ul> <p>20-35 minute multi-camera HB SVOD series made for platform with &lt;20M domestic subscribers</p> <ul style="list-style-type: none"> <li>Series budgeted at ≥ \$4,120,000 <ul style="list-style-type: none"> <li>Season 1: Article 12.(b)(2) rates from one period prior (1x back rates)</li> <li>Seasons 2+: Article 12.(b)(2) rates</li> </ul> </li> <li>Series budgeted at ≥ \$1,300,000 but &lt;\$4,120,000 <ul style="list-style-type: none"> <li>Season 1: Article 12.(b)(3) rates</li> <li>Seasons 2+: Article 12.(b)(2) rates</li> </ul> </li> </ul>				<p>Half-hour multi-camera series, <b>including all 20-35 minute High Budget SVOD, AVOD and FAST-Channel series</b></p> <ul style="list-style-type: none"> <li>Seasons 1+: Article 12.(b)(1) rates</li> </ul>

				DESCRIPTION	2022 Local 764 Majors Contract/SDPA (Current)	2025 Local 764 Majors Contract/SDPA
<b>HALF-HOUR MULTI-CAMERA PRIME TIME DRAMATIC SERIES</b>						
2.	Holidays	Half-hour multi-camera series made for television and 20-35 minute multi-camera HB SVOD series <ul style="list-style-type: none"> <li>Seasons 1+: 100% unworked holiday pay in SDPA Article 28</li> </ul> 20-35 minute multi-camera HB AVOD and HB FAST-Channel series <ul style="list-style-type: none"> <li>Freely negotiable between the Employee and the Producer</li> </ul>		Half-hour multi-camera series made for television <b>and 20-35 minute multi-camera HB SVOD, HB AVOD and HB FAST-Channel series</b> <ul style="list-style-type: none"> <li>Seasons 1+: 100% unworked holiday pay in SDPA Article 28</li> </ul>		
3.	Vacation	Half-hour multi-camera series made for television and 20-35 minute multi-camera HB SVOD series <ul style="list-style-type: none"> <li>Seasons 1+: 100% vacation pay in SDPA Article 29</li> </ul> 20-35 minute multi-camera HB AVOD and HB FAST-Channel series <ul style="list-style-type: none"> <li>Freely negotiable between the Employee and the Producer</li> </ul>		Half-hour multi-camera series made for television <b>and 20-35 minute multi-camera HB SVOD, HB AVOD and HB FAST-Channel series</b> <ul style="list-style-type: none"> <li>Seasons 1+: 100% vacation pay in SDPA Article 29</li> </ul>		

For new mini-series for which the first part commences principal photography on or after *[insert date that is March 2, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

	DESCRIPTION	2022 Local 764 Majors Contract/SDPA (Current)	2025 Local 764 Majors Contract/SDPA
<b>MINI-SERIES</b>			
1.	Wage Rates	<p>Mini-series made for television</p> <ul style="list-style-type: none"> <li>Article 12.(b)(3) rates</li> </ul> <p>HB SVOD mini-series &lt; 66 minutes</p> <ul style="list-style-type: none"> <li>Made for platform with ≥20M domestic subscribers <ul style="list-style-type: none"> <li>Tier 1 Budget (20-35 minutes budgeted ≥\$2,100,000 or 36-65 minutes budgeted ≥ \$3,800,000): <ul style="list-style-type: none"> <li>Article 12.(b)(2) rates</li> </ul> </li> <li>Tier 2 Budget (20-35 minutes budgeted ≥\$1,300,000 but &lt; \$2,100,000 or 36-65 minutes budgeted ≥ \$2,500,000 but &lt; \$3,800,000): <ul style="list-style-type: none"> <li>Article 12.(b)(2) rates from one period prior (1x back rates)</li> </ul> </li> </ul> </li> <li>Made for platform with &lt;20M domestic subscribers <ul style="list-style-type: none"> <li>Budgeted ≥ \$8,240,000: <ul style="list-style-type: none"> <li>Article 12.(b)(2) rates</li> </ul> </li> <li>Budgeted &lt; \$8,240,000: <ul style="list-style-type: none"> <li>Article 12.(b)(2) rates from one period prior (1x back rates)</li> </ul> </li> </ul> </li> </ul>	<p>Mini-series, <b>including all High Budget SVOD, AVOD and FAST-Channel mini-series</b></p> <ul style="list-style-type: none"> <li><b>Article 12.(b)(2) rates, but Article 12.(b)(2) rates will be calculated as Article 12.(b)(1) rates reduced by 3%</b></li> </ul>

	DESCRIPTION	2022 Local 764 Majors Contract/SDPA (Current)	2025 Local 764 Majors Contract/SDPA (Producers' Counter to U-2.a.ii/U-12.)
<b>MINI-SERIES</b>			
	Wage Rates (continued)	<p>HB SVOD mini-series ≥ 66 minutes</p> <ul style="list-style-type: none"> <li>• Made for platform with ≥20M domestic subscribers <ul style="list-style-type: none"> <li>○ Budgeted ≥\$9,785,000: <ul style="list-style-type: none"> <li>▪ Article 12.(b)(2) rates</li> </ul> </li> <li>○ Budgeted &gt;\$6,180,000 but &lt;\$9,785,000: <ul style="list-style-type: none"> <li>▪ Article 12.(b)(2) rates from one period prior (1x back rates)</li> </ul> </li> <li>○ Budgeted ≥\$3,000,000 but ≤\$6,180,000: <ul style="list-style-type: none"> <li>▪ Article 12.(b)(3) rates</li> </ul> </li> </ul> </li> <li>• Made for platform with &lt;20M domestic subscribers <ul style="list-style-type: none"> <li>○ Budgeted ≥\$9,785,000: <ul style="list-style-type: none"> <li>▪ Article 12.(b)(2) rates</li> </ul> </li> <li>○ Budgeted &gt;\$6,180,000 but &lt;\$9,785,000: <ul style="list-style-type: none"> <li>▪ Article 12.(b)(2) rates from one period prior (1x back rates)</li> </ul> </li> <li>○ Budgeted ≥\$3,000,000 but ≤\$6,180,000: <ul style="list-style-type: none"> <li>▪ Article 12.(b)(3) rates</li> </ul> </li> </ul> </li> </ul> <p>HB AVOD and HB FAST-Channel mini-series</p> <ul style="list-style-type: none"> <li>• Freely negotiable between the Employee and the Producer</li> </ul>	

	DESCRIPTION	2022 Local 764 Majors Contract/SDPA (Current)	2025 Local 764 Majors Contract/SDPA (Producers' Counter to U-2.a.ii/U-12.)
<b>MINI-SERIES</b>			
2.	Holidays	<p>Mini-series made for television and Tier 1 HB SVOD mini-series made for platform with <math>\geq 20M</math> domestic subscribers</p> <ul style="list-style-type: none"> <li>• 100% unworked holiday pay in Article 6(b)</li> </ul> <p>Tier 2 HB SVOD mini-series made for platform with <math>\geq 20M</math> domestic subscribers or HB SVOD mini-series made for platform with <math>&lt; 20M</math> domestic subscribers</p> <ul style="list-style-type: none"> <li>• No unworked holiday pay</li> </ul> <p>HB AVOD and HB FAST-Channel mini-series</p> <ul style="list-style-type: none"> <li>• Freely negotiable between the Employee and the Producer</li> </ul>	<p>Mini-series made for television <b>and HB SVOD, HB AVOD and HB FAST-Channel mini-series</b></p> <ul style="list-style-type: none"> <li>• 100% unworked holiday pay in Article 6(b)</li> </ul>

For motion pictures commencing principal photography on or after *[insert date that is March 2, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

	DESCRIPTION	2022 Local 764 Majors Contract/SDPA (Current)	2025 Local 764 Majors Contract/SDPA
<b>ONE-TIME HIGH-BUDGET PROGRAMS MADE FOR NEW MEDIA</b>			
1.	Wage Rates	<p>HB SVOD One-Time Programs</p> <ul style="list-style-type: none"> <li>• One-time programs &lt; 66 minutes <ul style="list-style-type: none"> <li>○ Article 12.(b)(3) rates</li> </ul> </li> <li>• One-time programs ≥ 66 minutes <ul style="list-style-type: none"> <li>○ Made for platform with ≥20M domestic subscribers <ul style="list-style-type: none"> <li>▪ 66-84 minutes: Article 12.(b)(3) rates</li> <li>▪ 85-95 minutes budgeted at &lt;\$20,600,000: Article 12.(b)(3) rates</li> <li>▪ 85-95 minutes budgeted at ≥\$20,600,000: Article 12.(b)(2) rates from one period prior (1x back rates)</li> <li>▪ ≥96 minutes budgeted at &lt;\$20,600,000: Article 12.(b)(3) rates</li> <li>▪ ≥96 minutes budgeted at ≥\$20,600,000 but &lt;\$34,778,222:* Article 12.(b)(2) rates from one period prior (1x back rates)</li> <li>▪ ≥96 minutes budgeted at ≥\$34,778,222:* Article 12.(b)(1) rates</li> </ul> </li> <li>○ Made for platform with &lt;20M domestic subscribers <ul style="list-style-type: none"> <li>▪ 66-84 minutes: Article 12.(b)(3) rates</li> <li>▪ ≥85 minutes budgeted at &lt;\$20,600,000: Article 12.(b)(3) rates</li> <li>▪ ≥85 minutes budgeted at ≥\$20,600,000: Article 12.(b)(2) rates from one period prior</li> </ul> </li> </ul> </li> </ul>	<p><b>All High Budget SVOD, AVOD and FAST-Channel One-Time Programs</b></p> <ul style="list-style-type: none"> <li>• One-time programs &lt; 66 minutes <ul style="list-style-type: none"> <li>○ Article 12.(b)(3) rates</li> </ul> </li> <li>• One-time programs ≥ 66 minutes <ul style="list-style-type: none"> <li>○ Other than ≥96 minutes budgeted at ≥\$34,778,222:* <b>Article 12.(b)(3) rates</b></li> <li>○ ≥96 minutes budgeted at ≥\$34,778,222:* <b>Article 12.(b)(1) rates</b></li> </ul> </li> </ul>

	DESCRIPTION	2022 Local 764 Majors Contract/SDPA (Current)	2025 Local 764 Majors Contract/SDPA (Producers' Counter to U-2.a.ii/U-12.)
<b>ONE-TIME HIGH-BUDGET PROGRAMS MADE FOR NEW MEDIA</b>			
	Wage Rates (continued)	HB AVOD and HB FAST-Channel One-Time Programs <ul style="list-style-type: none"> <li>• Freely negotiable between the Employee and the Producer</li> </ul>	
2.	Holidays	<p>One-Time HB SVOD Programs other than ≥96 minutes budgeted at ≥\$34,778,222* made for platform with ≥20M domestic subscribers:</p> <ul style="list-style-type: none"> <li>• No unworked holiday pay in Article 6(b)</li> </ul> <p>One-Time HB SVOD Programs ≥96 minutes budgeted at ≥\$34,778,222* made for platform with ≥20M domestic subscribers:</p> <ul style="list-style-type: none"> <li>• 100% unworked holiday pay in Article 6(b)</li> </ul> <p>One-Time HB AVOD and HB FAST-Channel Programs</p> <ul style="list-style-type: none"> <li>• Freely negotiable between the Employee and the Producer</li> </ul>	<p>One-Time HB SVOD, <b>HB AVOD and HB FAST-Channel</b> Programs other than ≥96 minutes budgeted at ≥\$34,778,222:*</p> <ul style="list-style-type: none"> <li>• No unworked holiday pay in Article 6(b)</li> </ul> <p>One-Time HB SVOD, <b>HB AVOD and HB FAST-Channel</b> Programs ≥96 minutes budgeted at ≥\$34,778,222:*</p> <ul style="list-style-type: none"> <li>• 100% unworked holiday pay in Article 6(b)</li> </ul>

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

For motion pictures commencing principal photography on or after *[insert date that is March 2, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

	DESCRIPTION	2022 Local 764 Majors Contract/SDPA (Current)	2025 Local 764 Majors Contract/SDPA
<b>LOW BUDGET SVOD, MID-BUDGET SVOD, LOW BUDGET AVOD, MID-BUDGET AVOD, LOW BUDGET FAST, MID-BUDGET FAST</b>			
1.	Wage Rates	<p>Mid-Budget SVOD Programs</p> <ul style="list-style-type: none"> <li>Article 12.(b)(3) rates from two periods prior (2x back rates)</li> </ul> <p>Low Budget SVOD, Low Budget AVOD, Mid-Budget AVOD, Low Budget FAST-Channel and Mid-Budget FAST-Channel Programs</p> <ul style="list-style-type: none"> <li>Freely negotiable between the Employee and the Producer</li> </ul>	<p><b>Mid-Budget SVOD, AVOD and FAST-Channel Programs</b></p> <ul style="list-style-type: none"> <li>Article 12.(b)(3) rates reduced by 3%</li> </ul> <p><b>Low Budget SVOD, AVOD and FAST-Channel Programs</b></p> <ul style="list-style-type: none"> <li>Article 12.(b)(3) rates reduced by 6%</li> </ul>
2.	Holidays	<p>Mid-Budget SVOD Programs</p> <ul style="list-style-type: none"> <li>No unworked holiday pay in Article 6(b)</li> </ul> <p>Low Budget SVOD, Low Budget AVOD, Mid-Budget AVOD, Low Budget FAST-Channel and Mid-Budget FAST-Channel Programs</p> <ul style="list-style-type: none"> <li>Freely negotiable between the Employee and the Producer</li> </ul>	<p><b>Low Budget SVOD, Mid-Budget SVOD, Low Budget AVOD, Mid-Budget AVOD, Low Budget FAST-Channel and Mid-Budget FAST-Channel Programs</b></p> <ul style="list-style-type: none"> <li>No unworked holiday pay in Article 6(b)</li> </ul>



For motion pictures commencing principal photography on or after *[insert date that is March 2, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

	DESCRIPTION	2022 Local 764 Majors Contract/SDPA (Current)	2025 Local 764 Majors Contract/SDPA
<b>PILOTS (OTHER THAN NON-DRAMATIC AND NON-PRIME TIME DRAMATIC PILOTS)</b>			
1.	Wage Rates	<p>Pilots made for television and HB SVOD pilots</p> <ul style="list-style-type: none"> <li>Article 12.(b)(3) rates</li> </ul> <p>HB AVOD and HB FAST-Channel pilots</p> <ul style="list-style-type: none"> <li>Freely negotiable between the Employee and the Producer</li> </ul>	<p>Pilots made for television, including all HB SVOD, <b>HB AVOD and HB FAST-Channel pilots</b></p> <ul style="list-style-type: none"> <li>Article 12.(b)(3) rates</li> </ul>
2.	Holidays	<p>Pilots made for television</p> <ul style="list-style-type: none"> <li>Half-hour pilots <ul style="list-style-type: none"> <li>No unworked holiday pay per SDPA SL 2</li> </ul> </li> <li>One-hour pilots <ul style="list-style-type: none"> <li>100% unworked holiday pay in Article 6(b)</li> </ul> </li> </ul> <p>20-35 minute Tier 1 Budget (<math>\geq</math> \$2,100,000) HB SVOD pilots made for platform with <math>\geq</math>20M domestic subscribers</p> <ul style="list-style-type: none"> <li>No unworked holiday pay per SDPA SL 2</li> </ul> <p>36-65 minute Tier 1 Budget (<math>\geq</math> \$3,800,000) HB SVOD pilots made for platform with <math>\geq</math>20M domestic subscribers</p> <ul style="list-style-type: none"> <li>100% unworked holiday pay in Article 6(b)</li> </ul>	<p><b>One-hour</b> pilots made for television and 36-65 minute HB SVOD, <b>HB AVOD and HB FAST-Channel</b> pilots</p> <ul style="list-style-type: none"> <li>100% unworked holiday pay per Article 6(b)</li> </ul> <p><b>Half-hour pilots made for television and 20-35 minute HB SVOD, HB AVOD and HB FAST-Channel pilots</b></p> <ul style="list-style-type: none"> <li><b>No unworked holiday pay per SDPA SL 2</b></li> </ul>

	DESCRIPTION	2022 Local 764 Majors Contract/SDPA (Current)	2025 Local 764 Majors Contract/SDPA
<b>PILOTS (OTHER THAN NON-DRAMATIC AND NON-PRIME TIME DRAMATIC PILOTS)</b>			
	Holidays (Continued)	<p>20-35 minute Tier 2 Budget (<math>\geq</math> \$1,300,000 but <math>&lt;</math> \$2,100,000) HB SVOD pilots made for platform with <math>\geq</math>20M domestic subscribers <u>and</u> 20-35 minute HB SVOD pilots made for platform with <math>&lt;</math>20M domestic subscribers</p> <ul style="list-style-type: none"> <li>• No unworked holiday pay</li> </ul> <p><math>\geq</math>36 minute Tier 2 Budget HB SVOD pilots made for platform with <math>\geq</math>20M domestic subscribers <u>and</u> <math>\geq</math>36 minute HB SVOD pilots made for platform with <math>&lt;</math>20M domestic subscribers</p> <ul style="list-style-type: none"> <li>• 100% unworked holiday pay in Article 6(b)</li> </ul> <p>HB AVOD and HB FAST-Channel pilots</p> <ul style="list-style-type: none"> <li>• Freely negotiable between the Employee and the Producer</li> </ul>	

**CHART B TO ITEM 11 RE SPECIAL CONDITIONS IN 2025 LOCAL 764 MOA**

For new seasons of series for which the first episode of the season commences principal photography on or after *[insert date that is March 2, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

DESCRIPTION	2022 Local 764 SDPA (Current)	2025 Local 764 SDPA
<b>NON-PRIME TIME DRAMATIC SERIES MADE FOR TELEVISION AND HIGH BUDGET PROGRAMS MADE FOR NEW MEDIA OF THE TYPE WHICH, IF PRODUCED FOR TELEVISION, WOULD BE CONSIDERED “NON-PRIME TIME”</b>		
1. Wage Rates	<p>Non-prime time dramatic series made for television and HB SVOD Programs of the type which, if produced for television, would be considered “non-prime time:”</p> <ul style="list-style-type: none"> <li>• Seasons 1 &amp; 2: Article 14.(b) rates from one period prior (1x back rates)</li> <li>• Seasons 3+: Article 14.(b) rates</li> </ul> <p>Non-prime time dramatic HB AVOD and HB FAST-Channel Programs of the type which, if produced for television, would be considered “non-prime time:”</p> <ul style="list-style-type: none"> <li>• Freely negotiable between the Employee and the Producer</li> </ul>	<p>Non-prime time dramatic series made for television and HB SVOD, <b>HB AVOD and HB FAST-Channel</b> Programs of the type which, if produced for television, would be considered “non-prime time:”</p> <ul style="list-style-type: none"> <li>• Seasons 1 &amp; 2: Article 14.(b) rates <b>reduced by 3%</b></li> <li>• Seasons 3+: Article 14.(b) rates</li> </ul>
2. Holidays	<p>Non-prime time dramatic series made for television and HB SVOD Programs of the type which, if produced for television, would be considered “non-prime time:”</p> <ul style="list-style-type: none"> <li>• Season 1: No unworked holiday pay</li> <li>• Season 2: 50% unworked holiday pay</li> <li>• Seasons 3+: 100% unworked holiday pay</li> </ul> <p>Non-prime time dramatic HB AVOD and HB FAST-Channel Programs of the type which, if produced for television, would be considered “non-prime time:”</p> <ul style="list-style-type: none"> <li>• Freely negotiable between the Employee and the Producer</li> </ul>	<p>Non-prime time dramatic series made for television and HB SVOD, <b>HB AVOD and HB FAST-Channel</b> Programs of the type which, if produced for television, would be considered “non-prime time:”</p> <ul style="list-style-type: none"> <li>• Season 1: No unworked holiday pay</li> <li>• Season 2: 50% unworked holiday pay</li> <li>• Seasons 3+: 100% unworked holiday pay</li> </ul>

DESCRIPTION	2022 Local 764 SDPA (Current)	2025 Local 764 SDPA
<b>NON-PRIME TIME DRAMATIC SERIES MADE FOR TELEVISION AND HIGH BUDGET PROGRAMS MADE FOR NEW MEDIA OF THE TYPE WHICH, IF PRODUCED FOR TELEVISION, WOULD BE CONSIDERED “NON-PRIME TIME”</b>		
3. Vacation	<p>Non-prime time dramatic series made for television and HB SVOD Programs of the type which, if produced for television, would be considered “non-prime time:”</p> <ul style="list-style-type: none"> <li>• Season 1: No vacation pay</li> <li>• Season 2: 50% vacation pay</li> <li>• Seasons 3+: 100% vacation pay</li> </ul> <p>Non-prime time dramatic HB AVOD and HB FAST-Channel Programs of the type which, if produced for television, would be considered “non-prime time:”</p> <ul style="list-style-type: none"> <li>• Freely negotiable between the Employee and the Producer</li> </ul>	<p>Non-prime time dramatic series made for television and HB SVOD, <a href="#">HB AVOD</a> and <a href="#">HB FAST-Channel</a> Programs of the type which, if produced for television, would be considered “non-prime time:”</p> <ul style="list-style-type: none"> <li>• Season 1: No vacation pay</li> <li>• Season 2: 50% vacation pay</li> <li>• Seasons 3+: 100% vacation pay</li> </ul>

For new seasons of series for which the first episode of the season commences principal photography on or after *[insert date that is March 2, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

DESCRIPTION	2022 Local 764 SDPA (Current)	2025 Local 764 SDPA
<b>LOW BUDGET AND MID-BUDGET DRAMATIC PROGRAMS MADE FOR NEW MEDIA OF THE TYPE WHICH, IF PRODUCED FOR TELEVISION, WOULD BE CONSIDERED “NON-PRIME TIME”</b>		
1. Wage Rates	<p>Low Budget and Mid-Budget SVOD, AVOD and FAST-Channel Programs of the type which, if produced for television, would be considered “non-prime time:”</p> <ul style="list-style-type: none"> <li>• Freely negotiable between the Employee and the Producer</li> </ul>	<p><u>Mid-Budget SVOD, AVOD and FAST-Channel Programs of the type which, if produced for television, would be considered “non-prime time:”</u></p> <ul style="list-style-type: none"> <li>• <u>Pilot and Seasons 1+: Article 14.(b) rates reduced by 3%</u></li> </ul> <p><u>Low Budget SVOD, AVOD and FAST-Channel Programs of the type which, if produced for television, would be considered “non-prime time:”</u></p> <ul style="list-style-type: none"> <li>• <u>Pilot and Seasons 1+: Article 14.(b) rates reduced by 6%</u></li> </ul>
2. Holidays	<p>Low Budget and Mid-Budget SVOD, AVOD and FAST-Channel Programs of the type which, if produced for television, would be considered “non-prime time:”</p> <ul style="list-style-type: none"> <li>• Freely negotiable between the Employee and the Producer</li> </ul>	<p><u>Low Budget and Mid-Budget SVOD, AVOD and FAST-Channel Programs of the type which, if produced for television, would be considered “non-prime time:”</u></p> <ul style="list-style-type: none"> <li>• <u>No unworked holiday pay</u></li> </ul>

DESCRIPTION	2022 Local 764 SDPA (Current)	2025 Local 764 SDPA
<b>LOW BUDGET AND MID-BUDGET DRAMATIC PROGRAMS MADE FOR NEW MEDIA OF THE TYPE WHICH, IF PRODUCED FOR TELEVISION, WOULD BE CONSIDERED “NON-PRIME TIME”</b>		
3. Vacation	<p>Low Budget and Mid-Budget SVOD, AVOD and FAST-Channel Programs of the type which, if produced for television, would be considered “non-prime time:”</p> <ul style="list-style-type: none"> <li>• Freely negotiable between the Employee and the Producer</li> </ul>	<p><u>Low Budget and Mid-Budget SVOD, AVOD and FAST-Channel Programs of the type which, if produced for television, would be considered “non-prime time:”</u></p> <ul style="list-style-type: none"> <li>• <u>No vacation pay</u></li> </ul>

For new seasons of series for which the first episode of the season commences principal photography on or after *[insert date that is March 2, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

	DESCRIPTION	2022 Local 764 SDPA (Current)	2025 Local 764 SDPA
NON-DRAMATIC SERIES OF ANY LENGTH			
1. Wage Rates	<p>Non-dramatic series of any length made for television:</p> <ul style="list-style-type: none"><li>• Seasons 1 &amp; 2: Article 14.(a) rates from one period prior (1x back rates)</li><li>• Seasons 3+: Article 14.(a) rates</li></ul> <p>Non-dramatic SVOD, AVOD and FAST-Channel series of any length:</p> <ul style="list-style-type: none"><li>• Freely negotiable between the Employee and the Producer</li></ul>	<p>Non-dramatic series of any length made for television <u>and non-dramatic series ≥ 20 minutes in length made for SVOD, AVOD or FAST-Channel:</u></p> <ul style="list-style-type: none"><li>• Seasons 1 &amp; 2: Article 14.(a) rates <b>reduced by 3%</b></li><li>• Seasons 3+: Article 14.(a) rates</li></ul>	
2. Holidays	<p>Non-dramatic series of any length made for television:</p> <ul style="list-style-type: none"><li>• Season 1: No unworked holiday pay</li><li>• Season 2: 50% unworked holiday pay</li><li>• Seasons 3+: 100% unworked holiday pay</li></ul> <p>Non-dramatic SVOD, AVOD and FAST-Channel series of any length:</p> <ul style="list-style-type: none"><li>• Freely negotiable between the Employee and the Producer</li></ul>	<p>Non-dramatic series of any length made for television <u>and non-dramatic series ≥ 20 minutes in length made for SVOD, AVOD or FAST-Channel:</u></p> <ul style="list-style-type: none"><li>• Season 1: No unworked holiday pay</li><li>• Season 2: 50% unworked holiday pay</li><li>• Seasons 3+: 100% unworked holiday pay</li></ul>	
3. Vacation	<p>Non-dramatic series of any length made for television:</p> <ul style="list-style-type: none"><li>• Season 1: No vacation pay</li><li>• Season 2: 50% vacation pay</li><li>• Seasons 3+: 100% vacation pay</li></ul> <p>Non-dramatic SVOD, AVOD and FAST-Channel series of any length:</p> <ul style="list-style-type: none"><li>• Freely negotiable between the Employee and the Producer</li></ul>	<p>Non-dramatic series of any length made for television <u>and non-dramatic series ≥ 20 minutes in length made for SVOD, AVOD or FAST-Channel:</u></p> <ul style="list-style-type: none"><li>• Season 1: No vacation pay</li><li>• Season 2: 50% vacation pay</li><li>• Seasons 3+: 100% vacation pay</li></ul>	

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DESCRIPTION	2022 Local 764 SDPA (Current)	2025 Local 764 SDPA
<b>ONE-HALF HOUR AND ONE HOUR PILOTS (OTHER THAN ONE-HOUR PRIME TIME DRAMATIC PILOTS)</b>		
<i>(continued)</i>	<p>20-35 minute and 36-65 minute non-prime time dramatic AVOD and FAST-Channel pilots:</p> <ul style="list-style-type: none"> <li>• Freely negotiable between the Employee and the Producer</li> </ul> <p>20-35 minute and 36-65 minute non-dramatic SVOD, AVOD and FAST-Channel pilots:</p> <ul style="list-style-type: none"> <li>• Freely negotiable between the Employee and the Producer</li> </ul>	<p>One-half hour and one-hour non-dramatic pilots made for television, <a href="#">including 20-35 minute and 36-65 minute HB SVOD, HB AVOD and HB FAST-Channel pilots</a>:</p> <ul style="list-style-type: none"> <li>• No unworked holiday pay</li> </ul>
3. Vacation	<p>One-half hour and one-hour non-prime time dramatic pilots made for television, including 20-35 minute and 36-65 minute HB SVOD pilots:</p> <ul style="list-style-type: none"> <li>• No vacation pay</li> </ul> <p>One-half hour and one-hour non-dramatic pilots made for television:</p> <ul style="list-style-type: none"> <li>• No vacation pay</li> </ul> <p>20-35 minute and 36-65 minute non-prime time dramatic AVOD and FAST-Channel pilots:</p> <ul style="list-style-type: none"> <li>• Freely negotiable between the Employee and the Producer</li> </ul> <p>20-35 minute and 36-65 minute non-dramatic SVOD, AVOD and FAST-Channel pilots:</p> <ul style="list-style-type: none"> <li>• Freely negotiable between the Employee and the Producer</li> </ul>	<p>One-half hour and one-hour non-prime time dramatic pilots made for television, including 20-35 minute and 36-65 minute HB SVOD, <a href="#">HB AVOD and HB FAST-Channel</a> pilots:</p> <ul style="list-style-type: none"> <li>• No vacation pay</li> </ul> <p>One-half hour and one-hour non-dramatic pilots made for television, <a href="#">including 20-35 minute and 36-65 minute HB SVOD, HB AVOD and HB FAST-Channel pilots</a>:</p> <ul style="list-style-type: none"> <li>• No vacation pay</li> </ul>