

February 26, 2025

**MEMORANDUM OF AGREEMENT OF MARCH 1, 2025 WITH MAKE-UP ARTISTS
AND HAIR STYLISTS, LOCAL 798, IATSE AND MPTAAC
FOR MAJOR FILM THEATRICAL AND TELEVISION SERIES AGREEMENT AND
SUPPLEMENTAL DIGITAL PRODUCTION AGREEMENT
WITH MAJOR PRODUCERS**

This Memorandum of Agreement is entered into between Make-up Artists and Hair Stylists, Local 798, IATSE and MPTAAC (hereinafter referred to as "Local 798" or "the Union"), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter "AMPTP") on behalf of those Producers listed on Exhibit "A" attached hereto (each hereinafter respectively referred to as the "Employer" and collectively referred to as the "Employers"), on the other hand.

This Memorandum of Agreement modifies the provisions of the 2022 Major Film Theatrical and Television Series Agreement with Major Producers and the 2022 Supplemental Digital Production Agreement. All of the provisions of the 2022 Major Film Theatrical and Television Series Agreement with Major Producers and the 2022 Supplemental Digital Production Agreement remain the same, except as changed herein.

This Memorandum of Agreement reflects the complete understanding reached between the parties. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language. This Memorandum of Agreement is not contract language, except where the context clearly indicates otherwise.

This Memorandum shall be subject to ratification by the membership of Local 798 on or before March 2, 2025. Provided that the AMPTP receives notice of ratification by March 3, 2025 and provided that no work stoppage by the membership of Local 798 takes place between March 1, 2025 and the date of ratification of this Memorandum, the provisions of this Memorandum of Agreement shall be effective as of the dates hereinafter set forth, except that when no date is specified, such provisions shall be effective as of the first Sunday following the AMPTP's receipt of notice of ratification.

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

1. **Term**

Modify Part I, Article 8 of the Major Film Theatrical and Television Series Agreement as follows:

"ARTICLE 8. TERM OF AGREEMENT

"This Agreement shall remain in full force and effect for the period from ~~March 1, 2022~~ March 1, 2025 to and including ~~February 28, 2025~~ February 29, 2028. No later than ninety (90) days prior to the expiration date of this Agreement, the parties shall meet and confer to negotiate the provisions of a new Agreement for a period commencing ~~March 1, 2025~~ March 1, 2028."

Make conforming changes to Article 12 of the Supplemental Digital Production Agreement.

2. **Wages**

Except as otherwise provided herein:

- a. Minimum wage rates in the 2022 Major Film Theatrical and Television Series Agreement shall be increased by seven percent (7%) effective March 2, 2025; by an additional four percent (4%) effective March 1, 2026; and by an additional three and one-half percent (3.5%) effective February 28, 2027. The foregoing increases shall be compounded.
- b. Minimum wage rates in the 2022 Supplemental Digital Agreement shall be increased by four percent (4%) effective September 28, 2025 and by an additional three and one-half (3.5%) effective October 4, 2026. Minimum wage rates for the period beginning October 3, 2027 shall be increased by the same percentage and at the same time as the corresponding wage rates for “Make-Up Artists” and “Hair Stylists” in the IATSE Videotape Agreement are increased, and shall remain in effect for the same time period as the correspondingly increased rates for Make-Up Artists and Hair Stylists under the Videotape Agreement. The foregoing increases shall be compounded.

3. **Benefits**

a. *Major Film Theatrical and Television Series Agreement:*

- i. *Modify Article 20 of the Major Film Theatrical and Television Series Agreement to provide as follows:*

“(c) The Company shall be obligated to make contributions to the IATSE National Health and Welfare Fund, the Local 798 Pension Fund and the IATSE Annuity Fund as set forth herein effective March 2, 2025. (For March 1, 2025, the contribution rates (and allocation of those contribution rates) shall continue as provided in the 2022 Agreement for the period March 3, 2024 to and including February 28, 2025.)

“(1) Theatrical Motion Pictures

“(i) For Make-up Artists and Hair Stylists employed on theatrical motion pictures in New York, New Jersey and Connecticut:

“(A) The total benefit contribution rate, in lieu of any hourly contribution rate, shall be \$186.02 per day, plus an amount equal to five percent (5%) of the applicable straight time hourly

scale rate of pay for all hours worked or guaranteed to the IATSE Annuity Fund, effective March 2, 2025, allocated as follows:

“1) \$102.84 per day
effective March 2, 2025 to the IATSE National Health and Welfare Fund;

“2) \$63.02 per day
effective March 2, 2025 to the Local 798 Pension Fund; and

“3) \$20.16 per day, plus
an amount equal to five percent (5%) of the applicable straight time hourly scale rate of pay for all hours worked or guaranteed to the IATSE Annuity Fund, effective March 2, 2025.

“(B) The total benefit contribution rate shall be \$195.00 per day, plus an amount equal to five percent (5%) of the applicable straight time hourly scale rate of pay for all hours worked or guaranteed to the IATSE Annuity Fund, effective March 1, 2026, to be allocated as provided [*see Item 3.c. below*].

“(C) The total benefit contribution rate shall be \$205.00 per day, plus an amount equal to five percent (5%) of the applicable straight time hourly scale rate of pay for all hours worked or guaranteed to the IATSE Annuity Fund, effective February 28, 2027, to be allocated as provided [*see Item 3.c. below*].

“(ii) For Make-up Artists and Hair Stylists employed on theatrical motion pictures in Delaware, Florida, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont and the District of Columbia:

“(A) The total benefit contribution rate shall be \$175.00 per day effective March 2, 2025, allocated as follows:

“1) \$5.57 per hour for
each hour worked, up to eight (8) hours in any day, plus \$59.10 per day,
effective March 2, 2025 to the IATSE National Health and Welfare Fund;

“2) \$4.46 per hour for
each hour worked, up to eight (8) hours in any day, plus \$9.50 per day
effective March 2, 2025 to the Local 798 Pension Fund; and

“3) \$26.16 per day,
effective March 2, 2025 to the IATSE Annuity Fund.

“(B) The total benefit contribution rate shall be \$190.00 per day effective March 1, 2026, to be allocated as provided [*see Item 3.c. below*].

“(C) The total benefit contribution rate shall be \$205.00 per day effective February 28, 2027, to be allocated as provided [*see Item 3.c. below*].

“(2) Television Motion Pictures

“(i) For Make-up Artists and Hair Stylists employed on television motion pictures in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont and the District of Columbia:

“(A) The total benefit contribution rate shall be \$175.00 per day effective March 2, 2025, allocated as follows:

“1) \$5.57 per hour for each hour worked, up to eight (8) hours in any day, plus \$65.94 per day, effective March 2, 2025 to the IATSE National Health and Welfare Fund;

“2) \$3.46 per hour for each hour worked, up to eight (8) hours in any day, plus \$11.32 per day effective March 2, 2025 to the Local 798 Pension Fund; and

“3) \$25.50 per day, effective March 2, 2025 to the IATSE Annuity Fund.

“(B) The total benefit contribution rate shall be \$190.00 per day effective March 1, 2026, to be allocated as provided [*see Item 3.c. below*].

“(C) The total benefit contribution rate shall be \$205.00 per day effective February 28, 2027, to be allocated as provided [*see Item 3.c. below*].

“(ii) For Make-up Artists and Hair Stylists employed on television motion pictures in Florida:

“(A) The total benefit contribution rate shall be \$175.00 per day effective March 2, 2025, allocated as follows:

“1) \$5.57 per hour for each hour worked, up to eight (8) hours in any day, plus \$61.76 per day, effective March 2, 2025 to the IATSE National Health and Welfare Fund;

“2) \$4.46 per hour for each hour worked, up to eight (8) hours in any day, plus \$9.50 per day effective March 2, 2025 to the Local 798 Pension Fund; and

“3) \$23.50 per day, effective March 2, 2025 to the IATSE Annuity Fund.

“(B) The total benefit contribution rate shall be \$190.00 per day effective March 1, 2026, to be allocated as provided [see Item 3.c. below].

“(C) The total benefit contribution rate shall be \$205.00 per day effective February 28, 2027, to be allocated as provided [see Item 3.c. below].

“(iii) For Make-up Artists and Hair Stylists employed on television motion pictures in New York, New Jersey and Connecticut, the Company shall make an aggregate contribution to the IATSE National Health and Welfare Fund, the Local 798 Pension Fund and the IATSE Annuity Fund of \$175.00 per day (allocated \$96.00 per day to the IATSE National Health and Welfare Fund, \$53.84 per day to the Local 798 Pension Fund and \$25.16 per day to the IATSE Annuity Fund) for the period March 2, 2025 to and including February 28, 2026; \$190.00 per day (to be allocated as provided [see Item 3.c. below]) for the period March 1, 2026 to and including February 27, 2027; \$205.00 per day (to be allocated as provided [see Item 3.c. below]) for the period February 28, 2027 to and including February 29, 2028.”

- ii. *Modify Article 37 of the Major Film Theatrical and Television Series Agreement as follows:*

“ARTICLE 37. PENSION FUND, HEALTH AND WELFARE FUND AND ANNUITY FUND CONTRIBUTION

“The Company shall be obligated to make contributions to the IATSE National Health and Welfare Fund, the Pension Fund of Make-up Artists and Hair Stylists, Local 798 (‘Local 798 Pension Fund’) and the IATSE Annuity Fund as set forth herein effective March 2, 2025. (For March 1, 2025, the contribution rates (and allocation of those contribution rates) shall continue as provided in the 2022 Agreement for the period March 3, 2024 to and including February 28, 2025.)

“(a) Theatrical Motion Pictures

“(1) For employees working on theatrical motion pictures in Georgia, Maryland, North Carolina, South Carolina, Virginia and West Virginia:

“(i) The total benefit contribution rate shall be \$175.00 per day effective March 2, 2025, allocated as follows:

“(A) \$5.57 per hour for each hour worked, up to eight (8) hours in any day, plus \$59.10 per day, effective March 2, 2025 to the IATSE National Health and Welfare Fund;

“(B) \$4.46 per hour for each hour worked, up to eight (8) hours in any day, plus \$9.50 per day effective March 2, 2025 to the Local 798 Pension Fund; and

“(C) \$26.16 per day, effective March 2, 2025 to the IATSE Annuity Fund.

“(ii) The total benefit contribution rate shall be \$190.00 per day effective March 1, 2026, to be allocated as provided [*see Item 3.c. below*].

“(iii) The total benefit contribution rate shall be \$205.00 per day effective February 28, 2027, to be allocated as provided [*see Item 3.c. below*].

“(2) For employees working on theatrical motion pictures in Louisiana:

“(i) The total benefit contribution rate shall be \$175.00 per day effective March 2, 2025, allocated as follows:

“(A) \$5.57 per hour for each hour worked, up to eight (8) hours in any day, plus \$59.76 per day, effective March 2, 2025 to the IATSE National Health and Welfare Fund;

“(B) \$4.46 per hour for each hour worked, up to eight (8) hours in any day, plus \$9.50 per day effective March 2, 2025 to the Local 798 Pension Fund; and

“(C) \$25.50 per day effective March 2, 2025 to the IATSE Annuity Fund.

“(ii) The total benefit contribution rate shall be \$190.00 per day effective March 1, 2026, to be allocated as provided [see Item 3.c. below].

“(iii) The total benefit contribution rate shall be \$205.00 per day effective February 28, 2027, to be allocated as provided [see Item 3.c. below].

“(b) Television Motion Pictures

“For employees working on television motion pictures in Georgia, Louisiana, Maryland, North Carolina, South Carolina, Virginia and West Virginia:

“(1) The total benefit contribution rate shall be \$175.00 per day effective March 2, 2025, allocated as follows:

“(A) \$5.57 per hour for each hour worked, up to eight (8) hours in any day, plus \$65.94 per day, effective March 2, 2025 to the IATSE National Health and Welfare Fund;

“(B) \$3.46 per hour for each hour worked, up to eight (8) hours in any day, plus \$11.32 per day effective March 2, 2025 to the Local 798 Pension Fund; and

“(C) \$25.50 per day, effective March 2, 2025, to the IATSE Annuity Fund.

“(2) The total benefit contribution rate shall be \$190.00 per day effective March 1, 2026, to be allocated as provided [see Item 3.c. below].

“(3) The total benefit contribution rate shall be \$205.00 per day effective February 28, 2027, to be allocated as provided [see Item 3.c. below].

- b. Supplemental Digital Production Agreement: Modify Articles 30 and 31 of the Supplemental Digital Production Agreement to increase the fringe benefit contribution rates as provided for television motion pictures under the Major Film Theatrical and Television Series Agreement in Item 3.a. above, except that the increases are effective September 28, 2025 (rather than March 2, 2025), October 4, 2026 (rather than March 1, 2026) and October 3, 2027 (rather than February 28, 2027). The contribution rates (and the allocations of those contribution rates) set forth in the 2022 Supplemental Digital Production Agreement for the period September 29, 2024 through February 28, 2025 shall continue until changed as provided herein effective September 28, 2025.

- c. Allocation of the fringe benefit contribution increases which are effective March 1, 2026 or February 28, 2027, respectively, as set forth in Item 3.a. above (or October 4, 2026 or October 3, 2027, respectively, as set forth in Item 3.b. above in the case of the Supplemental Digital Production Agreement) shall be made by mutual agreement of the bargaining parties no later than one hundred twenty (120) days in advance of the respective effective dates. In the event the parties do not mutually agree upon the allocation before the deadline described in the preceding sentence, the entire increase in the fringe benefit contribution rate from the previous period shall be allocated to the IATSE National Health and Welfare Fund, unless the Local 798 Pension Fund is less than eighty percent (80%) funded or is projected to have a negative credit balance during the seven (7) year projection period, based on the Pension Protection Act funded status as shown in the Actuarial Certification of Plan Status for then-current year (*i.e.*, as of November 1, 2025 (which is scheduled to be issued approximately at the end of January 2026) or as of November 1, 2026 (which is scheduled to be issued approximately at the end of January 2027)), in which case, the entire amount shall be allocated to the Local 798 Pension Fund.

The parties may agree to different allocations for each of the Items 3.c.i. through vii. below:

- i. Article 20(c)(1)(ii) in the Major Film Theatrical and Television Series Agreement;
- ii. Article 20(c)(2)(i) in the Major Film Theatrical and Television Series Agreement and Article 30(c)(1) in the Supplemental Digital Production Agreement;
- iii. Article 20(c)(2)(ii) in the Major Film Theatrical and Television Series Agreement and Article 30(c)(2) in the Supplemental Digital Production Agreement;
- iv. Article 20(c)(2)(iii) in the Major Film Theatrical and Television Series Agreement and Article 30(c)(3) in the Supplemental Digital Production Agreement;
- v. Article 37(a)(1) in the Major Film Theatrical and Television Series Agreement;
- vi. Article 37(a)(2) in the Major Film Theatrical and Television Series Agreement;
- vii. Article 37(b) in the Major Film Theatrical and Television Series Agreement and Article 31 in the Supplemental Digital Production Agreement.

4. **Benefit Contributions on Travel-Only Days**

- a. *Modify Part III, Article 19(a) and Part IV, Article 44(g) of the Major Film Theatrical and Television Series Agreement as follows:*

“ARTICLE 19. TRAVEL TIME

“(a) For any day of the week (including holidays) on which an employee travels only, the employee shall receive an allowance of four (4) hours of pay at straight time or pay for time actually traveled, whichever is greater, but in no event more than eight (8) hours of pay at straight time. Effective [insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] Employer shall make pension and health contributions based on one-half of the applicable daily contributions if the employee’s actual travel time on such day is six (6) hours or less and a full day of contributions if the employee’s actual travel time on such day exceeds six (6) hours. Any hourly-based pension and health contribution rate shall be paid based on the actual time traveled with a minimum of (4) hours up to a maximum of eight (8) hours.”

* * *

“ARTICLE 44. TRAVEL

* * *

“(g) “Travel Only” Day: For any day of the week (including holidays) on which an employee travels only, the employee shall receive an allowance of four (4) hours of pay at straight time or pay for time actually traveled, whichever is greater, but in no event more than eight (8) hours of pay at straight time. Effective [insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] Employer shall make pension and health contributions based on one-half of the applicable daily contributions if the employee’s actual travel time on such day is six (6) hours or less and a full day of contributions if the employee’s actual travel time on such day exceeds six (6) hours. Any hourly-based pension and health contribution rate shall be paid based on the actual time traveled with a minimum of (4) hours up to a maximum of eight (8) hours.”

- b. *Modify Articles 20 and 25 of the Supplemental Digital Production Agreement as follows:*

“20. STUDIO, NEARBY AND DISTANT LOCATIONS

* * *

“(b) The following shall apply to employees working on motion pictures in Georgia, Louisiana, Maryland, North Carolina, South Carolina, Virginia and West Virginia:

* * *

“(7) “Travel Only” Day: For any day of the week (including holidays) on which an employee travels only, the employee shall receive an allowance of four (4) hours of pay at straight time or pay for time actually traveled, whichever is greater, but in no event more than eight (8) hours of pay at straight time. Effective [insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] Producer shall make pension and health contributions based on one-half of the applicable daily contributions if the employee’s actual travel time on such day is six (6) hours or less and a full day of contributions if the employee’s actual travel time on such day exceeds six (6) hours. Any hourly-based pension and health contribution rate shall be paid based on the actual time traveled with a minimum of (4) hours up to a maximum of eight (8) hours.”

* * *

“25. TRAVEL TIME, WORK AND TRAVEL CONDITIONS, PAY PROVISIONS AND HAZARDOUS PAY

“(a) For any day of the week (including holidays) on which an employee travels only, the employee shall receive an allowance of four (4) hours of pay at straight time, or pay for time actually traveled, whichever is greater, but in no event more than eight (8) hours of pay at straight time. Effective [insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] Producer shall make pension and health contributions based on one-half of the applicable daily contributions if the employee’s actual travel time on such day is six (6) hours or less and a full day of contributions if the employee’s actual travel time on such day exceeds six (6) hours. Any hourly-based pension and health contribution rate shall be paid based on the actual time traveled with a minimum of (4) hours up to a maximum of eight (8) hours.”

* * *

5. **Special Conditions for Television (Including Basic Cable and The CW) and New Media Productions**

a. **Special Condition Sideletters for Television (Including Basic Cable and The CW)**

- i. For modifications to the Special Condition Sideletters, including Sideletter No. 1 (re “Special Conditions for One Hour Episodic Television Series (Other Than One-Hour Prime Time Dramatic Episodic Television Series), the Production of Which Commenced Prior to October 1, 2003, for One-Half Hour Pilots and for One-Hour Pilots (Other Than One-Hour Prime Time Dramatic Pilots)”), Sideletter No. 2 (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”), Sideletter No. 4 (re “Special Conditions for New One-Half Hour Single Camera Dramatic Televisions Series and Non-Dramatic Series of Any Length, the Production of Which Commences On or After October 1, 2006”), Sideletter No. 5 (re “Productions Made for New Media”) and Sideletter No. 6 (re “Special Conditions for Dramatic Series Made for Basic Cable or The CW Outside New York, New Jersey and Connecticut”) to the Supplemental Digital Production Agreement, and Exhibit F to the Major Film Theatrical and Television Series Agreement, see the charts attached hereto. Except as otherwise set forth herein or in the charts attached hereto, the applicable terms and conditions in the 2022 Major Film Agreement and the 2022 Supplemental Digital Production Agreement shall remain unchanged.

ii. **Basic Cable Improvements**

Modify Article 11(a)(4) of the Major Film Theatrical and Television Series Agreement as follows:

“The wage rates in Article 11(a)(3) for “long-form television motion pictures and pilots” shall apply to the first production season of any dramatic series made for basic cable or The CW outside of New York, New Jersey and Connecticut. During the second and third production seasons of such series, the wage rates shall lag the rates in Article 11(a)(1) or (2), as applicable, by ~~one year~~ **three percent (3%)**. Thereafter, the rates shall be as provided in Article 11(a)(1) or (2), as applicable.”

iii. **Prior Year Set-Back Language**

Where applicable in all parts of the Major Film Theatrical and Television Series Agreement and the Supplemental Digital Production Agreement, any prior year set back language shall be set at three percent (3%), subject to any modifications set forth in the Sideletters charts attached hereto.

b. **Sideletter re Productions Made for New Media**

- i. For modifications to Exhibit C (“Productions Made for New Media”) to the Major Film Theatrical and Television Series Agreement, see the charts attached hereto. Except as otherwise set forth in the charts attached hereto and/or in this package, the applicable terms and conditions in the 2022 Major Film Theatrical and Television Series Agreement or the 2022 Supplemental Digital Production Agreement, as applicable, shall remain unchanged.
- ii. Renew Exhibit C (the Sideletter re Productions Made for New Media) to the Major Film Theatrical and Television Series Agreement and Sideletter No. 5 to the Supplemental Digital Production Agreement (subject to the changes proposed herein).
- iii. Renew understandings concerning the determination of subscriber tiers for purposes of the Sideletter re Productions Made for New Media, except modify all references to the number of subscribers to reflect the applicable subscriber tier. Contract language follows:

1. *Modify Paragraph F.(5) of the Sideletter re: “Productions Made for New Media” in the 2022 Major Film Theatrical and Television Series Agreement and Supplemental Digital Production Agreement as follows:*

“(5) For purposes of determining applicable terms and conditions under this subparagraph (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 in the United States and Canada that subscriber tier that~~ applies to the first episode of the season shall apply to the entire season.”

2. *Modify the Unpublished Sideletter Re: “‘Bundled’ Subscription Consumer Pay Platforms” as follows:*

* * *

“During the negotiations for the ~~2022~~ 2025 Local 798 Major Film Theatrical and Television Series 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.”

* * *

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

* * *

“During the negotiations for the ~~2022-2025~~ Local 798 Major Film Theatrical and Television Series 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 798 Major Film Theatrical and Television Series 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 798 Major Film Theatrical and Television Series Agreement and the ~~2022-2025~~ Supplemental Digital Production Agreement.

iv. **High Budget SVOD, AVOD and Fast-Channel Series Episode Length**

Add the following as a footnote to provisions in the Sideletter re Productions Made for New Media concerning High Budget SVOD, High

Budget AVOD and High Budget Fast Channel series in the 2025 Major Film Theatrical and Television Series Production Agreement and 2025 Supplemental Digital Production Agreement:

“For purposes of determining minimum wages and other terms and conditions for High Budget SVOD, High Budget AVOD and High Budget Fast Channel series, the parties agree that an episode may exceed the ‘program length’ which applies to a typical episode of the series by up to three (3) minutes without becoming subject to the terms and conditions applicable to the next highest program length. (For example, if a typical episode of a High Budget SVOD series is between 20 and 35 minutes, a given episode of a series which is 38 minutes in length will still be subject to the compensation and terms and conditions applicable to a program between 20 and 35 minutes in length.) The parties further confirm that this applies to High Budget SVOD Programs produced under the Sideletter re: ‘Productions Made for New Media’ in the 2016, 2019 and 2022 Major Film Theatrical and Television Series Production Agreement.”

- v. *Modify Paragraph D. of Exhibit C (“Productions Made for New Media”) to the Major Film Theatrical and Television Series 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) below, a ‘Mid-Budget SVOD Program’ as defined in Paragraph D.~~(2)~~(3) 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) Low Budget SVOD Programs

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

“(i) any program or series that would otherwise qualify as a ‘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 February 26, 2023; or

“(ii) 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 on or after February 26, 2023, 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 February 26, 2023.

“However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to February 26, 2023.

“Any program or series described in subparagraphs (i) or (ii) above shall be subject to Paragraph D.(1) of this Sideletter. However, with respect to any such program or series described in subparagraphs (i) or (ii) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after February 26, 2023 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).¹

~~“Notwithstanding~~ Notwithstanding the foregoing, the Employer shall not reduce the terms and conditions of employment previously provided to Local 798-represented employees on programs or series covered by subparagraphs (i) or (ii) above.

“(b) Low Budget SVOD Programs Defined

“The terms and conditions set forth in Paragraph D.(2)(c) 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 exhibition on a subscription video-on-demand consumer pay platform which meet the following criteria (hereinafter ‘Low Budget SVOD Programs’):

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

¹ 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.

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

“(c) Terms and Conditions

“The terms and conditions applicable to a Low Budget SVOD Program shall be those set forth in the ~~2022-2025~~ Local 798 Major Film Theatrical and Television Series Agreement for a long-form television motion picture, except that:

“(i) Employees employed on a Low Budget SVOD Program shall be paid at the wage rates set forth in Article 11(a)(3) ~~for the period two periods prior to the period in question (e.g., during the period February 26, 2023 to March 2, 2024, the wage rates for the period February 28, 2021 to February 26, 2022 shall apply)~~ reduced by six percent (6%);

“(ii) Paragraph E.(5) of this Sideletter shall apply; and

“(iii) Rest periods shall be as provided in Article 15 or Article 38, as applicable.

“(3) (a) The terms and conditions set forth in this Paragraph D.(3) shall not apply to any program or series that continues in production on or after July 31, 2022 and which qualified as a ‘Legacy’² Mid-Budget SVOD Program or series, and continues to qualify as a ‘Legacy’ Mid-Budget SVOD Program or series, pursuant to Paragraph D.(2)(a)(i) or (ii) of the Sideletter re Productions Made for New Media to the 2019 Local 798 Major Film Theatrical and Television Series Agreement.

“In addition, the terms and conditions set forth in this Paragraph D.(3) shall not apply to a Mid-Budget SVOD Program or episodes of a Mid-Budget SVOD series, the principal photography of which commences on or after July 31, 2022 pursuant to a license agreement entered into prior to July 31, 2022.³ Paragraph D.~~(2)~~(3) of the Sideletter re Productions Made for New Media

² During the 2022 negotiations, the parties agreed as a matter of housekeeping to rename ‘grandfathered’ Mid-Budget SVOD Programs and series as ‘Legacy’ Mid-Budget SVOD Programs and series.

³ If the licensee orders additional Mid-Budget SVOD Programs or episodes of a Mid-Budget SVOD series, the principal photography of which will commence on or after July 31, 2022, pursuant to a license agreement entered into prior to July 31, 2022, and the Employer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then the Mid-Budget SVOD Program or episodes of the Mid-Budget SVOD series shall be subject to the terms of the Sideletter re Productions Made for New Media

to the 2019 Local 798 Major Film Theatrical and Television Series Agreement shall apply instead, except that minimum wage and fringe rates shall be subject to the increases negotiated during the ~~2022-2025~~ negotiations.

“(b) Mid-Budget SVOD Programs Defined

“The terms and conditions set forth in Paragraph D.(3)(c) of this Sideletter shall be applicable only to original, live action dramatic new media productions made for initial exhibition on a subscription video-on-demand consumer pay platform which meet the following criteria (hereinafter "Mid-Budget SVOD Programs"):

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

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

“(c) Terms and Conditions

“The terms and conditions for employees employed on a Mid-Budget SVOD Program shall be those set forth in the ~~2022-2025~~ Local 798 Major Film Theatrical and Television Series Agreement for a long-form television motion picture, except that:

to the 2022 Local 798 Major Film Theatrical and Television Series Agreement. In the event that Employer asserts that a Mid-Budget SVOD Program qualifies as a ‘Legacy’ Mid-Budget Program under the provisions of the second paragraph of Paragraph D.(3)(a) above, a limited number of representatives of the IATSE, may inspect those portions of the license agreement that are relevant to determine whether the Employer subject to the execution of a confidentiality agreement satisfactory in form to 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 representative 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.

“(i) Employees employed on a Mid-Budget SVOD Program shall be paid at the wage rates set forth in Article 11(a)(3) ~~for the period one period prior to the period in question (e.g., during the period February 26, 2023 to March 2, 2024, the wage rates for the period February 27, 2022 to February 25, 2023 shall apply)~~ reduced by three percent (3%);

“(ii) Paragraph E.(5) of this Sideletter shall apply; and

“(iii) Rest periods shall be as provided in Article 15 or Article 38, as applicable.”

Make conforming changes, including to Sideletters to the Supplemental Digital Production Agreement.

- vi. *Add a new Paragraph H. (and renumber the remaining subparagraphs accordingly) regarding High Budget, Mid Budget and Low Budget AVOD or FAST Channel Programs to Exhibit C (“Productions Made for New Media”) to the Major Film Theatrical and Television Series 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 9, 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 9, 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 9, 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’):

| “Length of Program as Initially Exhibited* | ‘High Budget’ Threshold |
|---|--------------------------------|
| “20-35 Minutes | \$1,300,000 and above |
| “36-65 Minutes | \$2,500,000 and above |
| “66 Minutes or more | \$3,000,000 and above |

“* Programs less than 20 minutes are not considered ‘high budget’ for the purpose of this 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”):

| “Length of Program as Initially Exhibited* | ‘Mid-Budget’ Threshold |
|---|---|
| “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”):

| Length of Program as Initially Exhibited* | ‘Low Budget’ Threshold |
|--|-------------------------------|
| “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 for a High Budget SVOD Program in the 2025 Local 798 Major Film Theatrical and Television Series Agreement, or 2025 Supplemental Digital Production Agreement, as applicable, 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 for a Mid Budget SVOD Program in the 2025 Local 798 Major Film Theatrical and Television Series Agreement, or 2025 Supplemental Digital Production Agreement, as applicable, 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 for a Low Budget SVOD Program in the 2025 Local 798 Major Film Theatrical and Television Series Agreement, or 2025 Supplemental Digital Production Agreement, as applicable, subject to the modifications below:” [*See the charts attached hereto for applicable terms and conditions.*]

Make conforming changes throughout the Majors Film Theatrical and Television Series Agreement and its Exhibits as well as the Supplemental Digital Production Agreement and its Sideletters.

6. **Overtime**

- a. *Modify Part III, Article 14 and Part IV, Article 36 of the Major Film Theatrical and Television Series Agreement as follows:*

“ARTICLE 14. OVERTIME

“(a) Theatrical Motion Pictures

“(1) Theatrical Motion Pictures Shooting in New York, New Jersey and Connecticut

“All work performed in excess of eight (8) hours, but less than twelve (12) hours worked, shall be paid at one and one-half (1½) times the employee's regular basic hourly rate. All work performed after twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate. All work performed after fourteen (14) hours worked shall be paid at two and one-half (2½) times the employee's regular basic hourly rate, except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours. All work performed on the sixth consecutive workday in excess of twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate and all work performed in excess of fourteen (14) hours worked shall be paid at two and one-half (2½) times the employee's regular basic hourly rate, except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours. All work performed on the seventh consecutive workday in excess of fourteen (14) hours worked shall be paid at two and one-half (2½) times the employee's regular basic hourly rate, except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours.

“Effective [insert date that is March 9, 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 commencing principal photography prior to [insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later].

“(2) Theatrical Motion Pictures Shooting in Florida, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont and the District of Columbia

“All work performed in excess of eight (8) hours, but less than twelve (12) hours worked shall be paid at one and one-half (1½) times the employee's regular basic hourly rate. All work performed after twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate, except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours. All work performed on the sixth consecutive workday 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 the next paragraph for work time after fifteen (15) elapsed hours. All work performed on the seventh consecutive workday in excess of fourteen (14) hours worked shall be paid at two and one-half (2½) times the employee's regular basic hourly rate, except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours.

“Effective [insert date that is March 9, 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 commencing principal photography prior to [insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later].

“(b) Television Motion Pictures

“All work performed in excess of eight (8) hours, but less than twelve (12) hours worked shall be paid at one and one-half (1½) times the employee's regular basic hourly rate. All work performed after twelve (12) hours worked shall be paid at double the employee's regular basic hourly rate, except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours. All work performed on the sixth consecutive workday 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 the next paragraph for work time after fifteen (15) elapsed hours. All work performed on the seventh consecutive workday in excess of fourteen (14) hours worked shall be paid at two and one-half (2½) times the employee's regular basic hourly rate, except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours.

“Effective [insert date that is March 9, 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 television motion pictures, seasons of series and mini-series commencing principal photography prior to [insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]).

“(c) Overtime shall be payable in one-tenth (1/10) hour units.”

* * *

“ARTICLE 36. OVERTIME AND PREMIUM PAY

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

“(b) (1) For all hours worked in excess of twelve (12) hours of work on any work day when an employee is employed on a theatrical motion picture, an employee shall be paid two (2) times the 'employee's regular basic hourly rate', and effective [insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] three (3) times the employee's regular basic hourly rate will be paid for all hours worked after fifteen (15) elapsed hours (except that this triple time premium shall not apply to theatrical motion pictures commencing principal photography prior to [insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]).

“(2) An employee employed on a television motion picture, season of a series or a mini-series commencing principal photography prior to [insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] shall be paid overtime as follows:

“Two (2) times the employee's regular hourly rate ~~will be paid~~ for all hours worked after fourteen (14) elapsed hours when the employee is employed on a television production, except: that the employee shall be paid ~~Two (2) times the employee's regular~~ basic hourly rate will be paid for all hours worked after twelve (12) hours of work on any work day (other than for Distant Hires) when ~~the employee is~~ employed on any of the following productions ~~which commence principal photography on or after July 31, 2022;~~

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

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

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

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

“(3) Employees employed on television motion pictures, new seasons of series and new mini-series commencing principal photography on or after [insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] shall be paid two (2) times the employee's regular basic hourly rate for all hours worked after twelve (12) hours of work on any day, and three (3) times the employee's regular basic hourly rate for all hours worked after fifteen (15) elapsed hours.

“(c) For all hours worked on a seventh workday in the employee's workweek or on a holiday, an employee shall be paid two (2) times the employee's regular hourly rate, **except that effective [insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] an employee shall be paid three (3) times the employee's regular basic hourly rate for all hours worked after fifteen (15) elapsed hours (provided, however, that this triple time premium shall not apply to motion pictures, seasons of series and mini-series commencing principal photography prior to [insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]).**

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

b. *Modify Article 22 of the Supplemental Digital Production Agreement as follows:*

“22. GOLDEN HOUR PROVISIONS

“(a) (1) All time worked at a nearby location (as defined in Article 20(a)(1)(ii) of this Agreement for employees working within Connecticut, Delaware, Florida, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and the District of Columbia or as defined in Article 20(b)(2) for employees working within Georgia, Louisiana, Maryland, North Carolina, South Carolina, Virginia and West Virginia) or distant location, including a combination of work in the same shift of work between a studio 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 9, 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 9, 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 9, 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 9, 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 or within the thirty (30) mile zone (as defined in Article 20(a)(1)(i) of this Agreement for employees working within Connecticut, Delaware, Florida, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and the District of Columbia) or within the thirty (30) mile production zone (as defined in Article 20(b)(1) for employees working within Georgia, Louisiana, Maryland, North Carolina, South Carolina, Virginia and West Virginia), 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 9, 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 9, 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 9, 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 9, 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.”

* * *

7. **Payment of Wages**

Add the following provision to Part III, Article 29 and Part IV and Article 45 of the Major Film Theatrical and Television Series Agreement:

“Effective [insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], the payroll start package/forms, whether electronic or hard copy, must be provided to a new employee no later than the end of the first day of employment. Inadvertent failure to do so shall not be considered a violation of this provision. When requested by the employee, the Employer must provide a hard copy of the start package/forms to the employee or assist with completion of the electronic start package/forms.”

8. **Rest Period Package**

- a. *Modify Part III, Article 15(c) and Part IV, Article 38(c) of the Major Film Theatrical and Television Agreement as follows:*

“ARTICLE 15. REST PERIOD

* * *

“(c) **(1)** The penalty for invasion of the rest period as provided herein shall be a payment for invaded hours only at an additional straight time, except as otherwise provided in subparagraph (a)(2) above.

“(2) **Effective [insert date that is the first Sunday that is 90 days after either March 9, 2025 or the business day on which the AMPTP receives notice of ratification, whichever is later], and except as provided in subparagraph (a)(2) 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 (2) 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 9, 2025 or the business day on which the AMPTP receives notice of ratification, whichever is later].**

* * *

“ARTICLE 38. REST PERIODS

* * *

“(c) **(1)** The penalty for invasion of the rest period as provided herein shall be a payment for invaded hours only at an additional straight time, except as otherwise provided in subparagraph (a)(2) above.

“(2) **Effective [insert date that is the first Sunday that is 90 days after either March 9, 2025 or the business day on which the AMPTP receives notice of ratification, whichever is later], and except as provided in subparagraph (a)(2) 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 (2) 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 9, 2025 or the business day on which the AMPTP receives notice of ratification, whichever is later].”

* * *

- b. *Modify Article 24(b)(4) of the Supplemental Digital Production Agreement as follows:*

“24. CALL-BACKS

* * *

“(b) Weekend Rest Period⁴

* * *

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

“(ii) Effective [insert date that is the first Sunday that is 90 days after either March 9, 2025 or the business day on which the AMPTP receives notice of ratification, whichever is later], and except as provided in subparagraph (b)(1)-(3) 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 (ii) 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

⁴ If the production's first workweek is a partial workweek, the weekend rest period shall apply as if it were a full workweek.

that is 90 days after either March 9, 2025 or the business day on which the AMPTP receives notice of ratification, whichever is later].”

* * *

9. Courtesy Housing and Transportation, Safety and Parking, and Work Accommodations

- a. *Modify Part III, Article 18.1 of the Major Film Theatrical and Television Series Agreement as follows:*

~~“Upon request of an employee who~~ When an employee is required to work in excess of fourteen (14) hours, ~~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.⁹ 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. Employer shall also include a joint message from the Employer and the Union in the start paperwork encouraging employees to utilize courtesy housing/round trip transportation and reminding

⁹ Round trip transportation may include public transportation if reasonable under the circumstances.

employees of their right to request the same whenever they are too tired to drive.

“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 report-to zone,’ and who is then provided courtesy housing:

“(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 Part IV, Article 44.1 of the Major Film Theatrical and Televisions Series Agreement as follows:*

~~“Upon request of an employee who~~ When an employee is required to work in excess of fourteen (14) hours, ~~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.⁹ 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

⁹ Round trip transportation may include public transportation if reasonable under the circumstances.

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. Employer shall also include a joint message from the Employer and the Union in the start paperwork encouraging employees to utilize courtesy housing/round trip transportation and reminding employees of their right to request the same whenever they are too tired to drive.

“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 ‘production zone,’ and who is then provided courtesy housing:

“(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 the edge of the ‘production zone’ 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. *Modify Article 20.1 of the Supplemental Digital Production Agreement as follows:*

"(a) ~~Upon request of an employee who~~ When an employee is required to work in excess of fourteen (14) hours ~~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.⁵ 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.

"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. Producer shall also include a joint message from the Producer and the Union in the start paperwork encouraging employees to utilize courtesy housing/round trip transportation and reminding employees of their right to request the same whenever they are too tired to drive.

⁵ Round trip transportation may include public transportation if reasonable under the circumstances.

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

“(b) The following applies to an employee working on a motion picture in New York and/or New Jersey who reports to a location outside the ‘thirty (30) mile report-to 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).

“(i) 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) The following applies to an employee working on a motion picture in Connecticut, Delaware or that part of Pennsylvania within the geographic jurisdiction of the Feature and Television Production Contract who reports to a location outside the ‘production zone,’ and who is provided courtesy housing:

“(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 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.

“(c) 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 the edge of the ‘production zone’ 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.)”

- d. *Employers agree to issue the following bulletin re: “Secure Parking” to appropriate production personnel:*

“During the 2025 negotiations with Local 798, the Union and the Employers discussed safety concerns regarding hair stylists and make-up artists 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 alone to or from a parking lot or transit stop in the dark.

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

- e. *Employers agree to re-issue the following modified bulletin re “Working Accommodations” to appropriate production personnel:*

“During negotiations for the ~~2022-2025~~ Local 798 Major Film Theatrical and Television Series Agreement and the ~~2022-2025~~ Local 798 Supplemental Digital Production Agreement, the Union raised concerns about the working accommodations of employees in the Make-up and Hair Departments. Please remind your companies to communicate to the production personnel who are responsible for setting up holding areas and/or the locations for other hair and/or make-up services that they should provide suitable working accommodations to the extent possible and consistent with the shooting site.

“When considering whether working accommodations are suitable, companies should consider factors such as adequate light, protection from the elements, ventilation, bathroom accessibility and maintenance, and compliance with applicable health and safety standards, rules and regulations and the security of employees. Participation of the Hair and Make-up Department Heads (or their designees) in production logistics meetings may be helpful to identify potential issues with the suitability of working accommodations in advance of the day of shooting. It is understood that the working accommodations will necessarily vary depending on the circumstances of the shooting site.

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

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

“During the 2025 negotiations for the Local 798 Major Film Theatrical 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.”

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

“During the negotiations for the 2025 Local 798 Major Film Theatrical and Television Series Agreement and 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.”

15. **Use of Personal Vehicle**

- a. *Modify Part III, Article 18.2 and Part IV, Article 44(c) and (e) of the Major Film Theatrical and Television Series Agreement as follows:*

“ARTICLE 18.2 USE OF PERSONAL VEHICLE

~~“Effective July 31, 2022, w~~When an employee uses a personal vehicle at the Employer's request to conduct business for the Employer during the workday ~~within a radius of thirty (30) miles of Columbus Circle~~ (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.

* * *

“ARTICLE 44. TRAVEL

“(c) Mileage Allowance: Unless offered transportation by the Employer, employees traveling to any production location outside the "production zone" shall be paid a mileage allowance calculated at ~~thirty cents (\$0.30) per mile the then-current IRS rate~~ from the edge of the zone to the production location for all such authorized use of the employee's vehicle. ~~However, effective July 31, 2022, an employee shall be paid a mileage allowance calculated at the then-current IRS rate.~~ As an alternative to the foregoing provisions of this subparagraph (c), the Employer may make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance).

* * *

“(e) Local and Nearby Hires: Local and Nearby Hires shall be paid "set to set." ~~Effective July 31, 2022, If~~ an employee who is required to use a personal vehicle during the work day to travel between multiple locations, whether inside or outside the "production zone," shall be paid a mileage allowance calculated at the then-current IRS rate. Alternatively, the Employer may 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 mileage reimbursement of any kind is required.

- b. *Modify Article 20(a)(1)(ii) and (b)(3) of the Supplemental Digital Production Agreement as follows:*

“20. STUDIO, NEARBY AND DISTANT LOCATIONS

“(a) The following shall apply to employees working on motion pictures in Connecticut, Delaware, Florida, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, and the District of Columbia.

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

* * *

“(ii) 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.

* * *

“(b) The following shall apply to employees working on motion pictures in Georgia, Louisiana, Maryland, North Carolina, South Carolina, Virginia and West Virginia:

* * *

“(3) Mileage Allowance: Unless ~~transported-offered transportation~~ by the Producer, employees traveling to any production location outside the "production zone" shall be paid a mileage allowance calculated at ~~thirty cents (\$.30) per mile~~ the then-current IRS rate from the edge of the zone to the production location for all such authorized use of the employee's vehicle. Alternatively, the Producer may make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance).”

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

“[#]. **USE OF PERSONAL VEHICLE**

“Effective [*insert date that is March 9, 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 Producer’s request to conduct business for the Producer during the workday (and not for commuting purposes), the Producer shall reimburse the employee for parking and toll road fees that are necessarily incurred and pre-approved by the Producer and for mileage at the then-current IRS rate or shall make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance). It is understood that if transportation is offered by the Producer, no reimbursement of any kind is required for the employee's use of a personal vehicle.”

16. **Nearby Hire Living Allowance and Distant Hire Per Diem**

Modify Part IV, Article 39 of the Major Film Theatrical and Television Series Agreement as follows:

“ARTICLE 39. LOCAL, NEARBY AND DISTANT HIRES

* * *

“(b) A Nearby Hire is defined as any employee whose principal residence lies outside seventy-five (75) miles of the production location, but inside the states of Florida, Georgia, Louisiana, Maryland, North Carolina, South Carolina, Virginia or West Virginia. Such employee shall be paid a weekly living allowance of no less than ~~\$350~~ **\$420** per week, or ~~\$50-\$60~~ per day prorated (no less than ~~\$350-\$490~~ per week, or ~~\$50~~ **\$70** per day prorated, effective ~~July 31, 2022~~ **March 9, 2025**; (~~\$385-\$560~~ per week, or ~~\$55-\$80~~ per day prorated, effective ~~February 26, 2023~~ **March 1, 2026**; and ~~\$420-\$630~~ per week, or ~~\$60-\$90~~ per day prorated, effective ~~March 3, 2024~~ **February 28, 2027**).

* * *

“(e) The Employer shall pay per diem to Distant Hires, as defined in Article 39(c) above, at the following rates per day:

| Effective on | <u>March 1, 2022</u> | <u>July 31, 2022</u> |
|----------------|----------------------|----------------------|
| Breakfast | <u>\$10.00</u> | <u>\$12.00</u> |
| Lunch | <u>\$14.00</u> | <u>\$16.00</u> |
| Dinner | <u>\$27.00</u> | <u>\$29.00</u> |
| Total Per Diem | <u>\$51.00</u> | <u>\$57.00</u> |

| | | | |
|-----------------------|----------------------|---|---|
| | <u>July 31, 2022</u> | <u>Effective [insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]</u> | <u>Effective [insert date that is February 28, 2027, or the first Sunday that is two (2) years after the business day on which the AMPTP receives notice of ratification, whichever is later]</u> |
| <u>Breakfast</u> | <u>\$12.00</u> | <u>\$14.00</u> | <u>\$16.00</u> |
| <u>Lunch</u> | <u>\$16.00</u> | <u>\$21.00</u> | <u>\$22.00</u> |
| <u>Dinner</u> | <u>\$29.00</u> | <u>\$35.00</u> | <u>\$37.00</u> |
| <u>Total Per Diem</u> | <u>\$57.00</u> | <u>\$70.00</u> | <u>\$75.00</u> |

17. **Workday/Minimum Calls**

Add a new subparagraph to Part III, Article 12 and Part IV, Article 34 of the Major Film Theatrical and Television Series Agreement and Article 24 of the Supplemental Digital Agreement as follows:

“Effective [insert date that is March 9, 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.”

18. **Holidays**

- a. *Provided that the AMPTP receives notice of ratification prior to June 1, 2025, modify Part III, Article 17 of the Major Film Theatrical and Television Series Agreement as follows:*

“ARTICLE 17. HOLIDAYS

“Prior to January 1, 2023, New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day are holidays hereunder. Effective [insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later] ~~January 1, 2023~~, New Year's Day, Martin Luther King Jr.

Day, Presidents' Day, Memorial Day, **Juneteenth**, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day are holidays hereunder. Work performed on any of such holidays shall be computed at double time with a minimum call of eight (8) hours. Any holiday designated by federal statute shall be considered to fall on the day so designated except that any holiday falling on a Saturday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be celebrated on the previous Friday, and any holiday falling on a Sunday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be celebrated on the following Monday. However, any holiday falling on a Saturday in a six (6) day workweek will be celebrated on Saturday.

“An employee who does not work on Martin Luther King Jr. Day (**or Juneteenth**) shall be paid for the holiday on the basis of eight (8) hours at the employee's regular straight time hourly rate. To be eligible for pay for the Martin Luther King Jr. Day **or Juneteenth** holiday which is not worked, the employee must work the scheduled workday before and the scheduled workday after the holiday. (If the next scheduled workday before the holiday precedes (or the next scheduled workday after the holiday follows) a hiatus of one (1) week or more, no holiday pay shall be payable.)

“Local 798 agrees that it will not unreasonably deny a request for a waiver to switch the Veteran's Day holiday for Good Friday on a given production in the event that the Employer reaches an agreement with Motion Picture Studio Mechanics, Local 52 to do so.”

- b. *Provided that the AMPTP receives notice of ratification prior to June 1, 2025, modify Part IV, Article 43 of the Major Film Theatrical and Television Series Agreement as follows:*

“ARTICLE 43. HOLIDAYS

“Prior to January 1, 2023, the following days shall be recognized as holidays: New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Effective **[insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]**, ~~January 1, 2023~~, the following days shall be recognized as holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, **Juneteenth**, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. If any of the above-named holidays falls on a Sunday, the following Monday shall be considered the holiday and if any of the above-named holidays falls on a Saturday, the preceding Friday shall be considered the holiday, except that during six (6) day workweeks, Saturday holidays will be recognized on Saturday.

“Pay for holidays which are not worked shall be calculated on the basis of eight (8) hours (at the employee's regular straight time hourly rate). In order for an employee to be eligible for pay for a holiday which is not worked, an employee must work the scheduled workday before and the scheduled workday after the holiday. (If the next scheduled workday after the holiday follows a hiatus of one (1) week or more, no holiday pay shall be payable.)

“There shall be no pay for any holiday not worked for employees working on long-form television productions, pilots, the first season of any one-hour television series or the first and second production seasons of any dramatic series made for basic cable or The CW. Pay for any holiday not worked for employees working on the third production season of any dramatic series made for basic cable or The CW shall be calculated on the basis of four (4) hours (at the employee's regular straight time hourly rate). Thereafter, pay for any holiday not worked shall be as provided in the foregoing paragraph.

“Work on any holiday shall be paid at a premium rate in accordance with Article 36(c) above.”

- c. *Provided that the AMPTP receives notice of ratification prior to June 1, 2025, modify Article 27 of the Supplemental Digital Production Agreement as follows:*

“27. HOLIDAYS

“(a) Work time on holidays shall be subject to night premiums. Minimum calls are as specified in Article 19.

“(b) ~~Prior to January 1, 2023, New Year's Day, Presidents' Day (third Monday in February), Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day shall be recognized as holidays. Effective insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later, January 1, 2023,~~ January 1, 2023, New Year's Day, Martin Luther King Jr. Day, Presidents' Day (third Monday in February), Good Friday, Memorial Day, **Juneteenth**, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day shall be recognized as holidays.

“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

“Prior to January 1, 2023, a Daily Schedule employee shall receive 3.719% of the employee’s annual straight work time earnings, including night premiums, as payment for holidays not worked. Effective in the period insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later January 1, 2023 to and including December 31, ~~2023~~**2025**, in the period January 1, ~~2024~~**2026** to and including December 31, ~~2023~~**2026** and continuing on the same basis for the remainder of term of this Agreement and in the period January 1, 2025 to and including December 31, 2025, a Daily Schedule employee shall receive 4.**583**% of the 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, an employee shall receive double the Regular Basic Hourly Rate.

“(e) Weekly Schedule Employees

“Prior to January 1, 2023, the total amount of salary paid to a Weekly Schedule employee hereunder for recognized holidays not worked shall be offset against an amount equal to 3.719% of such employee’s accumulated weekly schedule earnings within the same period. The employee shall be paid the amount by which such 3.719% computation exceeds the amount of holiday pay such employee has received for such period for holidays not worked. Effective in the period insert date that is March 9, 2025, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later January 1, 2023 to and including December 31, ~~2023~~**2025**, in the period January 1, ~~2024~~**2026** to and including December 31, ~~2024~~**2026** and continuing on the same basis for the remainder of term of this Agreement and in the period January 1, 2025 to and including December 31, 2025, the total amount of salary paid 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)~~ eleven (11) recognized holidays not worked.”

* * *

19. **Artificial Intelligence**

Add a new Article 11 (“Artificial Intelligence”) to Part I of the Major Film Theatrical and Television Series Agreement and a new Article 43 (“Artificial Intelligence”) to the Supplemental Digital Production Agreement, each to provide as follows:

“This Article [##] applies prospectively on or after [insert the date that is March 9, 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 System⁶ 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.

⁶ Should the Employer agree to use an employee’s own AI System, Employer and employee shall negotiate for reasonable reimbursement for such use.

“(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 798 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.

“(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 to both Agreements, including renumbering subsequent Articles and footnotes accordingly.

20. **Sideletter re: Artificial Intelligence to Majors Agreement**

Add a new Exhibit G to the Major Film Theatrical and Television Series Agreement to provide as follows:

“During the 2025 negotiations, the parties reached agreement to add a new Article 11 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 11 was the result of extensive discussions between the IATSE and the AMPTP, including with their respective experts, and further discussions between Local 798 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 11 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.”

21. **Sideletter re: Artificial Intelligence to Supplemental Digital Production Agreement**

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

“During the 2025 negotiations, the parties reached agreement to add a new Article 43 to the Local 798 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 43 was the result of extensive discussions between the IATSE and the AMPTP, including with their respective experts, and further discussions between Local 798 and the AMPTP, and calls for regular meetings between the Producers 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 Producer’s right to use new technologies involving AI System(s) in Article 43 and the Producer’s obligation, upon request of the Union, to negotiate over any impact of such use on bargaining unit employees as required by law.

“Under the Local 798 Supplemental Digital Production Agreement, Producers may have additional obligations, and other dispute resolution provisions may apply, under Article 38 (‘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 43 shall apply to employees working under the Local 798 Supplemental Digital Production Agreement.

“The parties confirm that a Producer 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 798 Supplemental Digital Production Agreement on a temporary basis. Those circumstances do not constitute a technological change or otherwise impose any obligation on Producer, other than those specifically set forth in Article 43 to the Local 798 Supplemental Digital Production Agreement.”

22. **Sick Leave**

Modify Article 10(b) of the Major Film Theatrical and Television Series Agreement as follows:

“ARTICLE 10. 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 July 31, 2022, eEligible 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 (90th) day of employment (forty-fifth (45th) 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 10(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 10(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 798 of the name and contact information of the designated Employer representative or department.”

Make conforming changes to Article 40 of the Supplemental Digital Production Agreement.

23. **Bereavement Leave**

Add a new Article to both the Major Film Theatrical and Television Series 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."

24. **Prep Time**

Add a new Article ("Prep Time") to Part IV of the Major Film Theatrical and Television Series Agreement as follows:

"ARTICLE [#]. PREP TIME

"Employees shall be given eighteen (18) minutes of prep time."

29. **Employment Requirements**

Upon the Union's request during the term of the Agreement, and subject to the availability of the parties, the AMPTP and Local 798 agree to a meeting (which may be conducted virtually) to discuss the flow of information to the hair and/or make-up department concerning any special hair and/or make-up needs (e.g., product and tool preferences, use of particular hairstyling techniques) of a performer and whether the hair and/or make-up department was adequately prepared to work with the performer, including ensuring that the production has appropriate hair and make-up products and equipment.

30. **Article 13 of the Supplemental Digital Production Agreement – Rates on Certain Reality Programs**

"13. WAGES

"(a) Rates for Non-Dramatic Digital Television Motion Pictures, Other Than Those Covered by Sideletter No. 4 to this Agreement

"(1) The following wage schedules shall apply to Employees employed under this Agreement in making digital recordings of non-dramatic television

motion pictures, other than those covered by Sideletter No. 4 to this Agreement, and other than reality shows covered by Article 13(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 those covered by Sideletter No. 4 to this Agreement:

“This Article 13(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 March 2, 2025 and new seasons of existing series, for which the principal photography of the first episode of the new season commences on or after March 2, 2025.

“[Insert wage rate tables, and corresponding footnotes, for daily employees and weekly employees, calculated by increasing the applicable wage rates in the current Article 13(a) as follows:

- *By three percent (3%) effective March 2, 2025; and*
- *by an additional three percent (3%) prior to the general wage increase effective September 28, 2025.*
- *To match the wage rates in Article 13(b)(1) and (2) effective October 4, 2026.]”*

Make conforming changes to the remainder of Article 13.

31. **Severance Pay**

- a. *Modify Article 29(a) of the Supplemental Digital Production Agreement as follows:*

“29. 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 9, 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.”

- b. *Add a footnote to the definition of a “qualified year” in Article 29(c) of the Supplemental Digital Production Agreement as follows.*

“Effective [insert date that is March 9, 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 29(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.”

- c. *The following modification applies to Article 29(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 9, 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 365 consecutive day lookback period includes days that fall both within the term of the 2022 Agreement and within the term of the

* 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.

2025 Agreement, the employee will be awarded a qualifying year if the employee worked 170 days within that 365 consecutive day lookback period.

10. **Non-Deductible Breakfast (NDB) Notations on Timecards**

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

“During the 2025 negotiations with for the Local 798 Major Film Theatrical and Television Series Agreement and Supplemental Digital Production Agreement, the Union raised a concern that Make-up Artists and Hair Stylists are sometimes asked to notate on their time cards that they have taken a non-deductible breakfast (“NDB”) when in fact they have not. The Union also reported that other employees sometimes mark an NDB on the Hair Stylists’ and Make-up Artists’ time cards when they have not taken an NDB.

“Productions are hereby reminded that employees should never be asked to report information on their time cards that is not accurate, nor should other individuals modify the time card of an employee to report inaccurate information.

“Any employee who is asked to report an NDB on a time card, and who has not in fact taken an NDB, should immediately contact a representative of Employer’s Labor Relations department (or may contact a representative of Local 798 and ask that Local 798 contact the Employer on the employee’s behalf) and report the incident. Likewise, if an employee’s time card is modified to include an NDB that the employee has not taken, the employee (or Local 798) should so report to Labor Relations. When the Employer is notified, a Labor Relations representative will promptly investigate and, if requested, shall endeavor to maintain in confidence the identity of the employee who was the source of the report.

“This bulletin will also serve as a reminder that an employee who has been instructed to take an NDB, whether by direction on the call sheet or otherwise, should do so unless the employee has received approval from a supervisor not to do so.”

32. **Hair Stylists and Make-up Artists for All Types of Hair/Skin**

Add a Sideletter to the Major Film Theatrical and Television Series Agreement and the Supplemental Digital Production Agreement to include the following:

- a. Local 798 agrees to participate in one or more meetings with representatives of the Employers, SAG-AFTRA and IATSE Local 706 to discuss training for and qualifications of hair stylists and make-up artists, with the goal of expanding and maintaining a pool of hair stylists and make-up artists who are qualified and available to work with cast members with all types of hair texture and skin tones.
- b. Upon the request of an Employer, Local 798 will provide to that Employer the Local 798 availability list identifying the individual worker’s skills and experience, including skills and experience with different hair textures and/or skin tones if and as self-reported by the individual.

- c. Employers and Local 798 agree to collaborate for purposes of developing training for hair stylists and make-up artists for all types of hair texture and skin tones.

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:

March 5, 2025

MAKE-UP ARTISTS AND HAIR STYLISTS, LOCAL 798, I.A.T.S.E.



Angela L. Johnson, President

Date: April 18, 2025



Rosemarie Levy, Business Representative

Date: April 18, 2025



Samantha Reese, Business Representative

Date: April 18, 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 L.L.C.

Epic Level Entertainment, Ltd.
Eye Productions Inc.

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

Goldcrest Features Inc.
GWave Productions, LLC

Hop, Skip & Jump Productions, Inc.
Horizon Scripted Television 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.
Kiki Tree Pictures 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

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
Produced Bayou, Inc.

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 20th Television

Universal City Studios LLC
Universal Content Productions LLC

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

XOF Studios, LLC

YNFS Productions LLC

2025 IATSE LOCAL 798 NEGOTIATIONS: SPECIAL CONDITIONS SIDELETTERS

The working conditions under Part III of the Local 798 Majors Agreement apply to employees working on motion pictures in Connecticut, Delaware, Florida, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and/or the District of Columbia. The working conditions under Part IV of the Local 798 Majors Agreement apply to employees working on motion pictures in Georgia, Louisiana, Maryland, North Carolina, South Carolina, Virginia and/or West Virginia.

For new seasons of series for which the first episode of the season commences principal photography on or after *[insert date that is March 9, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

| DESCRIPTION | 2022 Local 798 Majors Contract/SDPA (Current) | 2025 Local 798 Majors Contract/SDPA |
|---|---|--|
| NEW ONE-HOUR PRIME TIME DRAMATIC SERIES (OTHER THAN SERIES MADE FOR BASIC CABLE OR THE CW) | | |
| Wage Rates | <p>New one-hour series made for television</p> <ul style="list-style-type: none"> Article 11.(a)(2) rates <p>36-65 minute HB SVOD series made for platform with ≥20M domestic subscribers</p> <ul style="list-style-type: none"> Tier 1 Budget (≥ \$3,800,000) Series <ul style="list-style-type: none"> Seasons 1+: Article 11.(a)(2) rates Tier 2 Budget (≥ \$2,500,000 but < \$3,800,000) Series <ul style="list-style-type: none"> New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> Season 1: Article 11.(a)(2) rates from one period prior (1x back rates) Seasons 2+: Article 11.(a)(2) rates Outside New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> Season 1: Article 11.(a)(3) rates Seasons 2 & 3: Article 11.(a)(2) rates from one period prior (1x back rates) Seasons 4+: Article 11.(a)(2) rates | <p>One-hour series, including all 36-65 minute High Budget SVOD, AVOD and FAST-Channel series</p> <ul style="list-style-type: none"> Seasons 1+: Article 11.(a)(2) rates, but Article 11.(a)(2) rates will be calculated as Article 11.(a)(1) rates reduced by 3% |

| DESCRIPTION | 2022 Local 798 Majors Contract/SDPA (Current) | 2025 Local 798 Majors Contract/SDPA |
|---|---|-------------------------------------|
| NEW ONE-HOUR PRIME TIME DRAMATIC SERIES (OTHER THAN SERIES MADE FOR BASIC CABLE OR THE CW) | | |
| Wage Rates (continued) | <p>36-65 minute HB SVOD series made for platform with <20M domestic subscribers</p> <ul style="list-style-type: none"> • New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> ○ Series budgeted at ≥ \$8,240,000 <ul style="list-style-type: none"> ▪ Seasons 1+: Article 11.(a)(2) rates ○ Series budgeted at ≥ \$3,800,000 but <\$8,240,000 <ul style="list-style-type: none"> ▪ Season 1: Article 11.(a)(2) rates from one period prior (1x back rates) ▪ Seasons 2+: Article 11.(a)(2) rates ○ Tier 2 Budget (≥ \$2,500,000 but < \$3,800,000) Series <ul style="list-style-type: none"> ▪ Season 1: Article 11.(a)(3) rates ▪ Seasons 2+: Article 11.(a)(2) rates • Outside New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> ○ Series budgeted at ≥ \$8,240,000 <ul style="list-style-type: none"> ▪ Seasons 1-3: Article 11.(a)(2) rates from one period prior (1x back rates) ▪ Seasons 4+: Article 11.(a)(2) rates ○ Series budgeted at ≥ \$3,800,000 but <\$8,240,000 <ul style="list-style-type: none"> ▪ Season 1: Article 11.(a)(3) rates ▪ Seasons 2 & 3: Article 11.(a)(2) rates from one period prior (1x back rates) ▪ Seasons 4+: Article 11.(a)(2) rates ○ Tier 2 Budget (≥ \$2,500,000 but < \$3,800,000) Series <ul style="list-style-type: none"> ▪ Season 1: Article 11.(a)(3) rates reduced by 10% ▪ Seasons 2 & 3: Article 11.(a)(2) rates from one period prior (1x back rates) ▪ Seasons 4+: Article 11.(a)(2) rates <p>36-65 minute HB AVOD and HB FAST-Channel series</p> <ul style="list-style-type: none"> • Freely negotiable between the Employee and the Producer | |

For new seasons of series for which the first episode of the season commences principal photography on or after *[insert date that is March 9, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

| DESCRIPTION | 2022 Local 798 Majors Contract/SDPA (Current) | 2025 Local 798 Majors Contract/SDPA |
|--|--|--|
| HALF-HOUR SINGLE CAMERA PRIME TIME DRAMATIC SERIES (OTHER THAN SERIES MADE FOR BASIC CABLE OR THE CW) | | |
| Wage Rates | <p>Half-hour single camera series made for television</p> <ul style="list-style-type: none"> • Seasons 1 & 2: Article 11.(a)(1) rates from one period prior (1x back rates) • Seasons 3+: Article 11.(a)(1) rates <p>20-35 minute single camera HB SVOD series made for platform with ≥20M domestic subscribers</p> <ul style="list-style-type: none"> • Tier 1 Budget (≥ \$2,100,000) Series <ul style="list-style-type: none"> ○ Seasons 1 & 2: Article 11.(a)(1) rates from one period prior (1x back rates) ○ Seasons 3+: Article 11.(a)(1) rates • Tier 2 Budget (≥ \$1,300,000 but < \$2,100,000) Series <ul style="list-style-type: none"> ○ New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> ▪ Season 1: Article 11.(a)(2) rates from one period prior (1x back rates) ▪ Seasons 2+: Article 11.(a)(2) rates ○ Outside New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> ▪ Season 1: Article 11.(a)(3) rates ▪ Seasons 2 & 3: Article 11.(a)(2) rates from one period prior (1x back rates) ▪ Seasons 4+: Article 11.(a)(2) rates | <p>Half-hour single camera series, including all 20-35 minute High Budget SVOD, AVOD and FAST-Channel series</p> <ul style="list-style-type: none"> • Seasons 1 & 2: Article 11.(a)(2) rates, but Article 11.(a)(2) rates will be calculated as Article 11.(a)(1) rates reduced by 3% • Seasons 3+: Article 11.(a)(1) rates |

| DESCRIPTION | 2022 Local 798 Majors Contract/SDPA (Current) | 2025 Local 798 Majors Contract/SDPA |
|--|---|-------------------------------------|
| HALF-HOUR SINGLE CAMERA PRIME TIME DRAMATIC SERIES (OTHER THAN SERIES MADE FOR BASIC CABLE OR THE CW) | | |
| Wage Rates (continued) | <p>20-35 minute single camera HB SVOD series made for platform with <20M domestic subscribers</p> <ul style="list-style-type: none"> • New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> ○ Series budgeted at ≥ \$4,120,000 <ul style="list-style-type: none"> ▪ Season 1: Article 11.(a)(2) rates from one period prior (1x back rates) ▪ Seasons 2+: Article 11.(a)(2) rates ○ Series budgeted at ≥ \$1,300,000 but <\$4,120,000 <ul style="list-style-type: none"> ▪ Season 1: Article 11.(a)(3) rates ▪ Seasons 2+: Article 11.(a)(2) rates • Outside New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> ○ Series budgeted at ≥ \$4,120,000 <ul style="list-style-type: none"> ▪ Season 1: Article 11.(a)(3) rates ▪ Seasons 2 & 3: Article 11.(a)(2) rates from one period prior (1x back rates) ▪ Seasons 4+: Article 11.(a)(2) rates ○ Series budgeted at ≥ \$1,300,000 but <\$4,120,000 <ul style="list-style-type: none"> ▪ Season 1: Article 11.(a)(3) rates reduced by 10% ▪ Seasons 2 & 3: Article 11.(a)(2) rates from one period prior (1x back rates) ▪ Seasons 4+: Article 11.(a)(2) rates <p>20-35 minute single camera HB AVOD and HB FAST-Channel series</p> <ul style="list-style-type: none"> • Freely negotiable between the Employee and the Producer | |

For new seasons of series for which the first episode of the season commences principal photography on or after *[insert date that is March 9, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

| DESCRIPTION | 2022 Local 798 Majors Contract/SDPA (Current) | 2025 Local 798 Majors Contract/SDPA |
|---|--|--|
| HALF-HOUR MULTI-CAMERA PRIME TIME DRAMATIC SERIES (OTHER THAN SERIES MADE FOR BASIC CABLE OR THE CW) | | |
| Wage Rates | <p>Half-hour multi-camera series made for television</p> <ul style="list-style-type: none"> Seasons 1+: Article 11.(a)(1) rates <p>20-35 minute multi-camera HB SVOD series made for platform with ≥20M domestic subscribers</p> <ul style="list-style-type: none"> Tier 1 Budget (≥ \$2,100,000) Series <ul style="list-style-type: none"> Seasons 1+: Article 11.(a)(1) rates Tier 2 Budget (≥ \$1,300,000 but < \$2,100,000) Series <ul style="list-style-type: none"> New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> Season 1: Article 11.(a)(2) rates from one period prior (1x back rates) Seasons 2+: Article 11.(a)(2) rates Outside New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> Season 1: Article 11.(a)(3) rates Seasons 2 & 3: Article 11.(a)(2) rates from one period prior (1x back rates) Seasons 4+: Article 11.(a)(2) rates <p>20-35 minute multi-camera HB SVOD series made for platform with <20M domestic subscribers</p> <ul style="list-style-type: none"> New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> Series budgeted at ≥ \$4,120,000 <ul style="list-style-type: none"> Season 1: Article 11.(a)(2) rates from one period prior (1x back rates) Seasons 2+: Article 11.(a)(2) rates Series budgeted at ≥ \$1,300,000 but < \$4,120,000 <ul style="list-style-type: none"> Season 1: Article 11.(a)(3) rates Seasons 2+: Article 11.(a)(2) rates | <p>Half-hour multi-camera series, including all 20-35 minute High Budget SVOD, AVOD and FAST-Channel series</p> <ul style="list-style-type: none"> Seasons 1+: Article 11.(a)(1) rates |

| DESCRIPTION | 2022 Local 798 Majors Contract/SDPA (Current) | 2025 Local 798 Majors Contract/SDPA |
|---|---|-------------------------------------|
| HALF-HOUR MULTI-CAMERA PRIME TIME DRAMATIC SERIES (OTHER THAN SERIES MADE FOR BASIC CABLE OR THE CW) | | |
| Wage Rates (continued) | <p>20-35 minute multi-camera HB SVOD series made for platform with <20M domestic subscribers (continued)</p> <ul style="list-style-type: none"> • Outside New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> ○ Series budgeted at ≥ \$4,120,000 <ul style="list-style-type: none"> ▪ Season 1: Article 11.(a)(3) rates ▪ Seasons 2 & 3: Article 11.(a)(2) rates from one period prior (1x back rates) ▪ Seasons 4+: Article 11.(a)(2) rates ○ Series budgeted at ≥ \$1,300,000 but <\$4,120,000 <ul style="list-style-type: none"> ▪ Season 1: Article 11.(a)(3) rates reduced by 10% ▪ Seasons 2 & 3: Article 11.(a)(2) rates from one period prior (1x back rates) ▪ Seasons 4+: Article 11.(a)(2) rates <p>20-35 minute multi-camera HB AVOD and HB FAST-Channel series</p> <ul style="list-style-type: none"> • Freely negotiable between the Employee and the Producer | |

For new mini-series for which the first part commences principal photography on or after *[insert date that is March 9, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

| DESCRIPTION | 2022 Local 798 Majors Contract/SDPA (Current) | 2025 Local 798 Majors Contract/SDPA |
|---|--|--|
| MINI-SERIES (OTHER THAN BASIC CABLE) | | |
| Wage Rates | <p>Mini-series made for television</p> <ul style="list-style-type: none"> Article 11.(a)(3) rates <p>HB SVOD mini-series < 66 minutes</p> <ul style="list-style-type: none"> Made for platform with ≥20M domestic subscribers <ul style="list-style-type: none"> Tier 1 Budget (20-35 minutes budgeted ≥\$2,100,000 or 36-65 minutes budgeted ≥ \$3,800,000): <ul style="list-style-type: none"> Article 11.(a)(2) rates Tier 2 Budget (20-35 minutes budgeted ≥\$1,300,000 but < \$2,100,000 or 36-65 minutes budgeted ≥ \$2,500,000 but < \$3,800,000): <ul style="list-style-type: none"> Article 11.(a)(2) rates from one period prior (1x back rates) Made for platform with <20M domestic subscribers <ul style="list-style-type: none"> New York, New Jersey, Connecticut: <ul style="list-style-type: none"> Budgeted ≥ \$8,240,000: <ul style="list-style-type: none"> Article 11.(a)(2) rates Budgeted < \$8,240,000: <ul style="list-style-type: none"> Article 11.(a)(2) rates from one period prior (1x back rates) Outside New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> Budgeted ≥ \$8,240,000: <ul style="list-style-type: none"> Article 11.(a)(2) rates from one period prior (1x back rates) Budgeted < \$8,240,000: <ul style="list-style-type: none"> Article 11.(a)(3) rates | <p>Mini-series, including all High Budget SVOD, AVOD and FAST-Channel mini-series</p> <ul style="list-style-type: none"> Article 11.(a)(2) rates, but Article 11.(a)(2) rates will be calculated as Article 11.(a)(1) rates reduced by 3% |

| DESCRIPTION | 2022 Local 798 Majors Contract/SDPA (Current) | 2025 Local 798 Majors Contract/SDPA |
|---|--|-------------------------------------|
| MINI-SERIES (OTHER THAN BASIC CABLE) | | |
| Wage Rates (continued) | <p>HB SVOD mini-series ≥ 66 minutes</p> <ul style="list-style-type: none"> • Made for platform with ≥20M domestic subscribers <ul style="list-style-type: none"> ○ Budgeted ≥\$9,785,000: <ul style="list-style-type: none"> ▪ Article 11.(a)(2) rates ○ Budgeted >\$6,180,000 but <\$9,785,000: <ul style="list-style-type: none"> ▪ Article 11.(a)(2) rates from one period prior (1x back rates) ○ Budgeted ≥\$3,000,000 but ≤\$6,180,000: <ul style="list-style-type: none"> ▪ Article 11.(a)(3) rates • Made for platform with <20M domestic subscribers <ul style="list-style-type: none"> ○ New York, New Jersey, Connecticut: <ul style="list-style-type: none"> ▪ Budgeted ≥\$9,785,000: <ul style="list-style-type: none"> ▪ Article 11.(a)(2) rates ▪ Budgeted >\$6,180,000 but <\$9,785,000: <ul style="list-style-type: none"> ▪ Article 11.(a)(2) rates from one period prior (1x back rates) ▪ Budgeted ≥\$3,000,000 but ≤\$6,180,000: <ul style="list-style-type: none"> ▪ Article 11.(a)(3) rates ○ Outside New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> ▪ Budgeted ≥\$9,785,000: <ul style="list-style-type: none"> ▪ Article 11.(a)(2) rates from one period prior (1x back rates) ▪ Budgeted >\$6,180,000 but <\$9,785,000: <ul style="list-style-type: none"> ▪ Article 11.(a)(3) rates Budgeted ≥\$3,000,000 but ≤\$6,180,000: <ul style="list-style-type: none"> ▪ Article 11.(a)(3) rates reduced by 10% <p>HB AVOD and HB FAST-Channel mini-series</p> <ul style="list-style-type: none"> • Freely negotiable between the Employee and the Producer | |

For motion pictures commencing principal photography on or after *[insert date that is March 9, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

| DESCRIPTION | 2022 Local 798 Majors Contract/SDPA (Current) | 2025 Local 798 Majors Contract/SDPA |
|---|---|---|
| ONE-TIME HIGH-BUDGET PROGRAMS MADE FOR NEW MEDIA | | |
| Wage Rates | <p>HB SVOD One-Time Programs</p> <ul style="list-style-type: none"> • One-time programs < 66 minutes <ul style="list-style-type: none"> ○ Made for platform with ≥20M domestic subscribers <ul style="list-style-type: none"> ▪ 20-35 minute Tier 1 Budget (≥\$2,100,000): Article 11.(a)(1) rates ▪ 36-65 minute Tier 1 Budget (≥\$3,800,000): Article 11.(a)(1) rates ▪ Tier 2 Budget (20-35 minutes budgeted ≥\$1,300,000 but < \$2,100,000 or 36-65 minutes budgeted ≥ \$2,500,000 but < \$3,800,000): <ul style="list-style-type: none"> • New York, New Jersey and/or Connecticut: Article 11.(a)(3) rates • Outside New York, New Jersey and/or Connecticut: Article 11.(a)(3) rates reduced by 10% ○ Made for platform with <20M domestic subscribers <ul style="list-style-type: none"> ▪ New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> • Article 11.(a)(3) rates ▪ Outside New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> • Article 11.(a)(3) rates reduced by 10% | <p>All High Budget SVOD, AVOD and FAST-Channel One-Time Programs</p> <ul style="list-style-type: none"> • One-time programs < 66 minutes <ul style="list-style-type: none"> ○ Made for platform with ≥20M domestic subscribers <ul style="list-style-type: none"> ▪ 20-35 minute Tier 1 Budget (≥\$2,100,000): Article 11.(a)(1) rates ▪ 36-65 minute Tier 1 Budget (≥\$3,800,000): Article 11.(a)(1) rates ▪ Tier 2 Budget (20-35 minutes budgeted ≥\$1,300,000 but < \$2,100,000 or 36-65 minutes budgeted ≥ \$2,500,000 but < \$3,800,000): <ul style="list-style-type: none"> • New York, New Jersey and/or Connecticut: Article 11.(a)(3) rates • Outside New York, New Jersey and/or Connecticut: Article 11.(a)(3) rates reduced by 10% ○ Made for platform with <20M domestic subscribers <ul style="list-style-type: none"> ▪ New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> • Article 11.(a)(3) rates ▪ Outside New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> • Article 11.(a)(3) rates reduced by 10% • One-time programs ≥ 66 minutes <ul style="list-style-type: none"> ○ Other than ≥96 minutes budgeted at ≥\$34,778,222:* Article 11.(a)(3) rates ○ ≥96 minutes budgeted at ≥\$34,778,222:* Article 11.(a)(1) rates; theatrical terms and conditions |

| DESCRIPTION | 2022 Local 798 Majors Contract/SDPA (Current) | 2025 Local 798 Majors Contract/SDPA |
|---|---|-------------------------------------|
| ONE-TIME HIGH-BUDGET PROGRAMS MADE FOR NEW MEDIA | | |
| Wage Rates (continued) | <p>HB SVOD One-Time Programs (<i>continued</i>)</p> <ul style="list-style-type: none"> • One-time programs ≥ 66 minutes <ul style="list-style-type: none"> ○ Made for platform with ≥20M domestic subscribers <ul style="list-style-type: none"> ▪ New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> • 66-84 minutes: Article 11.(a)(3) rates • 85-95 minutes budgeted at <\$20,600,000: Article 11.(a)(3) rates • 85-95 minutes budgeted at ≥\$20,600,000: Article 11.(a)(2) rates from one period prior (1x back rates) • ≥96 minutes budgeted at <\$20,600,000: Article 11.(a)(3) rates • ≥96 minutes budgeted at ≥\$20,600,000 but <\$34,778,222:* Article 11.(a)(2) rates from one period prior (1x back rates) • ≥96 minutes budgeted at ≥\$34,778,222:* <ul style="list-style-type: none"> ○ Article 11.(a)(1) rates ▪ Outside New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> • 66-84 minutes Tier 2 Budget (≥\$3,000,000 but <\$4,000,000): Article 11.(a)(3) rates reduced by 10% • 66-84 minutes Tier 1 Budget (≥\$4,000,000): Article 11.(a)(3) rates • 85-95 minutes budgeted at <\$20,600,000: Article 11.(a)(3) rates reduced by 10% • 85-95 minutes budgeted at ≥\$20,600,000: Article 11.(a)(3) rates | |

| DESCRIPTION | 2022 Local 798 Majors Contract/SDPA (Current) | 2025 Local 798 Majors Contract/SDPA |
|---|--|-------------------------------------|
| ONE-TIME HIGH-BUDGET PROGRAMS MADE FOR NEW MEDIA | | |
| Wage Rates (continued) | <ul style="list-style-type: none"> • One-time programs ≥ 66 minutes (<i>continued</i>) <ul style="list-style-type: none"> ○ Made for platform with ≥20M domestic subscribers <ul style="list-style-type: none"> ▪ Outside New York, New Jersey and/or Connecticut: (<i>continued</i>) <ul style="list-style-type: none"> • ≥96 minutes budgeted at <\$20,600,000: Article 11.(a)(3) rates reduced by 10% • ≥96 minutes budgeted at ≥\$20,600,000 but <\$34,778,222:* Article 11.(a)(3) rates • ≥96 minutes budgeted at ≥\$34,778,222:* <ul style="list-style-type: none"> ○ Article 11.(a)(1) rates ○ Made for platform with <20M domestic subscribers <ul style="list-style-type: none"> ▪ New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> • 66-84 minutes: Article 11.(a)(3) rates • ≥85 minutes budgeted at <\$20,600,000: Article 11.(a)(3) rates • ≥85 minutes budgeted at ≥\$20,600,000: Article 11.(a)(2) rates from one period prior (1x back rates) ▪ Outside New York, New Jersey and/or Connecticut: <ul style="list-style-type: none"> • 66-84 minutes: Article 11.(a)(3) rates reduced by 10% • ≥85 minutes budgeted at <\$20,600,000: Article 11.(a)(3) rates reduced by 10% • ≥85 minutes budgeted at ≥\$20,600,000: Article 11.(a)(3) rates <p>HB AVOD and HB FAST-Channel One-Time Programs</p> <ul style="list-style-type: none"> • Freely negotiable between the Employee and the Producer | |

*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 9, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

| DESCRIPTION | 2022 Local 798 Majors Contract/SDPA (Current) | 2025 Local 798 Majors Contract/SDPA |
|---|--|---|
| LOW BUDGET SVOD, MID-BUDGET SVOD, LOW BUDGET AVOD, MID-BUDGET AVOD, LOW BUDGET FAST, MID-BUDGET FAST | | |
| Wage Rates | <p>Low Budget SVOD Programs</p> <ul style="list-style-type: none"> Article 11.(a)(3) rates from two periods prior (2x back rates) <p>Mid-Budget SVOD Programs</p> <ul style="list-style-type: none"> Article 11.(a)(3) rates from one period prior (1x back rates) <p>Low Budget AVOD, Mid-Budget AVOD, Low Budget FAST-Channel and Mid-Budget FAST-Channel Programs</p> <ul style="list-style-type: none"> Freely negotiable between the Employee and the Producer | <p>All Low Budget SVOD, AVOD and FAST-Channel Programs</p> <ul style="list-style-type: none"> Article 11.(a)(3) rates reduced by 6% <p>All Mid-Budget SVOD, AVOD and FAST-Channel Programs</p> <ul style="list-style-type: none"> Article 11.(a)(3) rates reduced by 3% |

For new seasons of series for which the first episode of the season commences principal photography on or after *[insert date that is March 9, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

| DESCRIPTION | 2022 Local 798 Majors Contract/SDPA (Current) | 2025 Local 798 Majors Contract/SDPA |
|--|---|---|
| PRIME TIME DRAMATIC SERIES MADE FOR BASIC CABLE OR THE CW | | |
| Wage Rates | <p>Dramatic series made for basic cable or The CW of the type which, if produced for free television, would be considered “prime time:”</p> <ul style="list-style-type: none"> • New York, New Jersey and Connecticut: <ul style="list-style-type: none"> ○ One-hour series: <ul style="list-style-type: none"> ▪ Article 11.(a)(2) rates ○ Half-hour single camera series: <ul style="list-style-type: none"> ▪ Seasons 1 & 2: Article 11.(a)(1) rates from one period prior (1x back rates) ▪ Seasons 3+: Article 11.(a)(1) rates ○ Half-hour multi-camera series: <ul style="list-style-type: none"> ▪ Article 11.(a)(1) rates • Outside New York, New Jersey and Connecticut: <ul style="list-style-type: none"> ○ One-hour series: <ul style="list-style-type: none"> ▪ Season 1: Article 11.(a)(3) rates ▪ Seasons 2 & 3: Article 11.(a)(2) rates from one period prior (1x back rates) ▪ Seasons 4+: Article 11.(a)(2) rates ○ Half-hour series: <ul style="list-style-type: none"> ▪ Season 1: Article 11.(a)(3) rates ▪ Seasons 2 & 3: Article 11.(a)(1) rates from one period prior (1x back rates) ▪ Seasons 4+: Article 11.(a)(1) rates | <p>Dramatic series made for basic cable or The CW of the type which, if produced for free television, would be considered “prime time:”</p> <ul style="list-style-type: none"> • New York, New Jersey and Connecticut: <ul style="list-style-type: none"> ○ One-hour series: <ul style="list-style-type: none"> ▪ Article 11.(a)(2) rates ○ Half-hour single camera series <ul style="list-style-type: none"> ▪ Seasons 1 & 2: Article 11.(a)(2) rates, but Article 11.(a)(2) rates will be calculated as Article 11.(a)(1) rates reduced by 3% ▪ Seasons 3: Article 11.(a)(1) rates ○ Half-hour multi-camera series: <ul style="list-style-type: none"> ▪ Article 11.(a)(1) rates • Outside New York, New Jersey and Connecticut: <ul style="list-style-type: none"> ○ One-hour series: <ul style="list-style-type: none"> ▪ Season 1: Article 11.(a)(3) rates ▪ Seasons 2 & 3: Article 11.(a)(2) rates reduced by 3% ▪ Seasons 4+: Article 11.(a)(2) rates ○ Half-hour series: <ul style="list-style-type: none"> ▪ Season 1: Article 11.(a)(3) rates ▪ Seasons 2 & 3: Article 11.(a)(2) rates ▪ Seasons 4+: Article 11.(a)(1) rates |

2025 IATSE LOCAL 798 NEGOTIATIONS: SPECIAL CONDITIONS SIDELETTERS

For new seasons of series for which the first episode of the season commences principal photography on or after *[insert date that is March 9, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

| DESCRIPTION | 2022 Local 798 SDPA (Current) | 2025 Local 798 SDPA |
|--|--|--|
| NON-PRIME TIME DRAMATIC SERIES (OTHER THAN SERIES MADE FOR BASIC CABLE OR THE CW) 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” | | |
| 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,” such as <i>Saved by the Bell</i>:</p> <ul style="list-style-type: none"> • Seasons 1 & 2: Article 13.(b) rates from one period prior (1x back rates) • Seasons 3+: Article 13.(b) rates <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,” such as <i>Saved by the Bell</i>:</p> <ul style="list-style-type: none"> • Freely negotiable between the Employee and the Producer | <p>Non-prime time dramatic series made for television and HB SVOD, HB AVOD and HB FAST-Channel Programs of the type which, if produced for television, would be considered “non-prime time,” such as <i>Saved by the Bell</i>:</p> <ul style="list-style-type: none"> • Seasons 1 & 2: Article 13.(b) rates reduced by 3% • Seasons 3+: Article 13.(b) rates |

For new seasons of series for which the first episode of the season commences principal photography on or after *[insert date that is March 9, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

| | DESCRIPTION | 2022 Local 798 SDPA (Current) | 2025 Local 798 SDPA |
|---|---|---|---------------------|
| LOW BUDGET AND MID-BUDGET PROGRAMS MADE FOR NEW MEDIA OF THE TYPE WHICH, IF PRODUCED FOR TELEVISION, WOULD BE CONSIDERED “NON-PRIME TIME” | | | |
| 1. Wage Rates | <p>Mid-Budget SVOD, AVOD and Mid-Budget FAST-Channel Programs of the type which, if produced for television, would be considered “non-prime time,” such as <i>Saved by the Bell</i>:</p> <ul style="list-style-type: none">• Freely negotiable between the Employee and the Producer <p>Low Budget SVOD, AVOD and Low Budget FAST-Channel Programs of the type which, if produced for television, would be considered “non-prime time,” such as <i>Saved by the Bell</i>:</p> <ul style="list-style-type: none">• Freely negotiable between the Employee and the Producer | <p><u>Mid-Budget SVOD, AVOD and Mid-Budget FAST-Channel Programs of the type which, if produced for television, would be considered “non-prime time,” such as <i>Saved by the Bell</i>:</u></p> <ul style="list-style-type: none">• <u>Pilot and Seasons 1+: Article 13.(b) rates reduced by 6%</u> <p><u>Low Budget SVOD, AVOD and Low Budget FAST-Channel Programs of the type which, if produced for television, would be considered “non-prime time,” such as <i>Saved by the Bell</i>:</u></p> <ul style="list-style-type: none">• <u>Pilot and Seasons 1+: Article 13.(b) rates reduced by 9%</u> | |

For new seasons of series for which the first episode of the season commences principal photography on or after *[insert date that is March 9, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

| | DESCRIPTION | 2022 Local 798 SDPA (Current) | 2025 Local 798 SDPA |
|-----------------------------------|--|---|---------------------|
| NON-DRAMATIC SERIES OF ANY LENGTH | | | |
| Wage Rates | <p>Non-dramatic series of any length made for television:</p> <ul style="list-style-type: none">• Seasons 1 & 2: Article 13.(a) rates from one period prior (1x back rates)• Seasons 3+: Article 13.(a) rates <p>Non-dramatic SVOD, AVOD and FAST-Channel series:</p> <ul style="list-style-type: none">• Freely negotiable between the Employee and the Producer | <p>Non-dramatic series of any length made for television and non-dramatic SVOD, AVOD and FAST-Channel series 20 minutes or more in length:</p> <ul style="list-style-type: none">• Seasons 1 & 2: Article 13.(a) rates reduced by 3%• Seasons 3+: Article 13.(a) rates | |

For motion pictures commencing principal photography on or after *[insert date that is March 9, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

| DESCRIPTION | 2022 Local 798 SDPA (Current) | 2025 Local 798 SDPA |
|---|--|--|
| ONE-HALF HOUR AND ONE HOUR PILOTS (OTHER THAN ONE-HOUR PRIME TIME DRAMATIC PILOTS) | | |
| Wage Rates | <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"> Article 13.(b) rates from one period prior (1x back rates) <p>One-half hour and one-hour non-dramatic pilots made for television:</p> <ul style="list-style-type: none"> Article 13.(a) rates from one period prior (1x back rates) <p>20-35 minute and 36-65 minute non-dramatic SVOD, AVOD and FAST-Channel pilots:</p> <ul style="list-style-type: none"> Freely negotiable between the Employee and the Producer | <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, HB AVOD and HB FAST-Channel pilots:</p> <ul style="list-style-type: none"> Article 13.(b) rates reduced by 3% <p>One-half hour and one-hour non-dramatic pilots made for television, including 20-35 minute and 36-65 minute HB SVOD, HB AVOD and HB FAST-Channel pilots:</p> <ul style="list-style-type: none"> Article 13.(a) rates reduced by 3% |

For new seasons of series for which the first episode of the season commences principal photography on or after *[insert date that is March 9, 2025 or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later]*.

| | DESCRIPTION | 2022 Local 798 SDPA (Current) | 2025 Local 798 SDPA |
|---|---|--|---------------------|
| NON-PRIME TIME DRAMATIC SERIES MADE FOR BASIC CABLE OR THE CW | | | |
| Wage Rates | <p>Dramatic series made for basic cable or The CW which, if produced for television, would be considered “non-prime time,” such as <i>Saved by the Bell</i>:</p> <ul style="list-style-type: none">Seasons 1 & 2: Article 13.(b) rates from one period prior (1x back rates)Seasons 3+: Article 13.(b) rates | <p>Dramatic series made for basic cable or The CW which, if produced for television, would be considered “non-prime time,” such as <i>Saved by the Bell</i>:</p> <ul style="list-style-type: none">Seasons 1 & 2: Article 13.(b) rates reduced by 3%Seasons 3+: Article 13.(b) rates | |