MOTION PICTURE SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS, LOCAL 161

MOTION PICTURE THEATRICAL AND TV SERIES PRODUCTION AGREEMENT WITH MAJOR PRODUCERS

Term: March 3, 2025 - March 4, 2028

Table of Contents

I. GENERAL PROVISIONS

Article No.		Page No.
1.	Recognition and Application of Agreement	1
2.	Prior Obligation	4
3.	Access to Premises	5
4.	No Strike - No Lockout	5
5.	Grievance and Arbitration	5
6.	Term	5
7.	Application of Agreement	6
8.	Digital Technology	6
9.	Sick Leave	7
9.1	Diversity, Equity and Inclusion	13
9.2	Harassment Prevention Training	16
9.3	Artificial Intelligence	17
9.4	Bereavement Leave	22

II. RATES

10.	Minimum Rates of Pay	23

III. WORKING CONDITIONS FOR EMPLOYEES WORKING ON MOTION PICTURES IN CONNECTICUT, DELAWARE, MAINE, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, PENNSYLVANIA, RHODE ISLAND, VERMONT AND THE DISTRICT OF COLUMBIA

11.	Work Schedule	31
12.	Workweek	33
13.	Overtime	34
14.	Rest Period	36
15.	Holiday	41
16.	Meal Period and Meals	42
17.	Cancellation or Postponement of Production	44
18.	Termination of Services	45
19.	Notice of Termination or Pay in Lieu of Notice	45
20.	Payment of Wages	45
21.	General Duties	46
22.	Preparation Time	47
22.1	Wrap Time	47
23.	Crews	48
24.	Location	48

Article No. **Page No.**

25. Travel/Transportation 53
25.1 Courtesy Housing or Transportation 53
25.2 Use of Personal Vehicle 55
26. Hazardous Work 55
27. Screen Credits 56
28. Pension, Welfare and Annuity Funds 56
28.1 401(k) Plan 63
29. Vacation 63
30. Earnings Report 63
31. IATSE Training Trust Fund 63
32. Safety Contact Information 64
33. Furnishing of Equipment 64

IV. WORKING CONDITIONS FOR EMPLOYEES WORKING ON MOTION PICTURES IN FLORIDA, GEORGIA, MARYLAND, NORTH CAROLINA, SOUTH CAROLINA, VIRGINIA AND WEST VIRGINIA

34. Work Day 65
35. Workweek 66
36. Overtime and Premium Pay 66
37. Pension Fund, Welfare Fund and Annuity Fund Contributions 67
38. Rest Periods 69
39. Local, Nearby and Distant Hires 72
40. Liability Insurance 73
41. Idle Pay 73
42. Meals 73
43. Holidays 75
44. Travel 76
44.1 Use of Personal Vehicle 77
45. Payment of Wages 77
46. Hazardous Work 77
47. Cancellation of Calls and Weather-Permitting Calls 78
48. Earnings Report 79
49. IATSE Training Trust Fund 79
50. Safety Contact Information 79
51. Courtesy Housing or Transportation 79
52. Wrap Time 81
53. Furnishing Equipment 82

Exhibits **Page No.**

– Exhibit "A" 83
– Exhibit "B" - Guidelines Regarding Extended Work Days 85
– Exhibit "C" 86

Sideletters

– Videotape Memorandum 87
– Special Rules Governing Employment on New One-Hour Episodic Series 89
– Hotel Accommodation Policies 90
– Travel Coordinators/Visual Effects Department Coordinators 91
– Tandem Productions of Episodes of One-Hour Episodic Series 92
– Productions Made for New Media 93
– Work Performed Outside the United States and its Territories 113

MOTION PICTURE SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS, LOCAL 161, I.A.T.S.E. & M.P.T.A.A.C. MOTION PICTURE THEATRICAL AND TV SERIES PRODUCTION CONTRACT

THIS AGREEMENT is made and entered into as of March 3, 2025 through March 4, 2028 by and between the Alliance of Motion Picture and Television Producers (hereinafter "AMPTP"), on behalf of the Employers listed in Exhibit "A" attached hereto (hereinafter referred to individually as "the Employer" and collectively as "the Employers"), on the one hand, and Motion Picture Script Supervisors and Production Office Coordinators, Local 161 of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO (hereinafter called "Local 161"), on the other hand.

WITNESSETH:

WHEREAS, the Employer is engaged in the production of motion pictures and in connection therewith utilizes the services of Script Supervisors, Production Office Coordinators and Assistant Production Office Coordinators; and

WHEREAS, Local 161 is a *bona fide* labor organization having among its membership persons skilled in the above-mentioned technical work for whom it is the collective bargaining representative; and

WHEREAS, the parties hereto desire to establish the standard of conditions under which employees in the classifications set forth above shall work for the Employer during the term of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

ARTICLE 1. RECOGNITION AND APPLICATION OF AGREEMENT

(a) The Employer recognizes Local 161 as the sole and exclusive bargaining agent for all Script Supervisors, Production Office Coordinators and Assistant Production Office Coordinators now and

hereafter employed by the Employer within the jurisdiction of Local 161.

(b) For productions located within fifty (50) miles from Columbus Circle and all of Long Island, the provisions of the Local 161 Agreement shall be applicable.

(c) With respect to employment on productions located more than fifty (50) miles from Columbus Circle and outside all of Long Island within the jurisdiction of Local 161,[1] the parties recognize that there are other collective bargaining agreements that apply to persons employed in Los Angeles County and transported to production locations within the jurisdiction of Local 161 who perform the duties of the Production Office Coordinator and Assistant Production Office Coordinator classifications. It is understood that the provisions of this Agreement shall be satisfied when such persons are employed under terms and conditions not less favorable than said collective bargaining agreements in Los Angeles County and are transported to such locations in the jurisdiction of Local 161 more than fifty (50) miles from Columbus Circle and outside of Long Island.

(d) All motion picture production on which film is used, regardless of the size and type of film must have the label of the IATSE on each production, it being understood that this Agreement shall apply, however, to all motion picture production irrespective of the means by which picture and sound are recorded. As used in this Agreement, the term "motion pictures" means and includes motion pictures, whether made on film, tape or otherwise, of any gauge, size, or type and regardless of whether same are recorded by means of conventional photographic cameras, electronic cameras, or any other devices now employed or hereafter devised.

(e) Notwithstanding that Local 161 is recognized as the sole and exclusive bargaining representative for the classifications of employees hereinbefore designated, whether engaged in the making of theatrical, television, non-theatrical, commercial or other types of production, this Agreement, including, but not limited to, the rates of pay, hours and working conditions contained herein, shall be applicable only to theatrical (features or short subject) productions, and television series and television dramatic show productions.

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[1] The jurisdiction of Local 161 covers the seventeen (17) eastern seaboard states: Connecticut, Delaware, Florida, Georgia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia, and the District of Columbia.

Should the Employer, during the term of this Agreement, engage in the production of television commercials, educationals, industrials, documentaries, institutionals, or other types of non-theatrical motion pictures, the Employer agrees to meet and confer with Local 161 to discuss the rates of pay, hours and working conditions applicable to Script Supervisors, Production Office Coordinators and Assistant Production Office Coordinators so engaged.

(f) All Script Supervisors, Production Office Coordinators and Assistant Production Office Coordinators in the employ of the Employer on the date hereof, and all those hereafter hired, shall, as a condition of continued employment, be or become members of Local 161 not later than the 31st day following the beginning of their employment, or the date of this Agreement, whichever is later, and all such Script Supervisors, Production Office Coordinators and Assistant Production Office Coordinators, upon being or becoming members as aforesaid, shall be required, as a condition of continued employment, to maintain such membership in good standing during the life hereof.

(g) If a Script Supervisor, Production Office Coordinator or Assistant Production Office Coordinator who is required to join Local 161 or remain a member in good standing of Local 161, as aforesaid, fails to do so, the Employer shall, within a reasonable time, but not to exceed three (3) days (excluding Saturdays, Sundays and holidays) after receipt from Local 161 of written notice to that effect, discharge such employee. The Employer shall not be in default unless it fails to act within said time after receipt of such notice. The foregoing provisions of this paragraph (g) shall not, however, require the Employer to take or refrain from taking any action in violation of Section 8(a)(3) of the National Labor Relations Act, as amended.

(h) In hiring persons to perform services covered by this Agreement, preference shall be given by the Employer to persons who have acquired the necessary skills through prior experience as Script Supervisors, Production Office Coordinators or Assistant Production Office Coordinators of the Employer, or as Script Supervisors, Production Office Coordinators or Assistant Production Office Coordinators in the employ of other producers engaged in making motion pictures of comparable standards of quality. The preference of employment of all such persons having such prior experience shall be equal, and the Employer shall have complete freedom of selection among such persons. If, after reasonable effort to comply with the foregoing provisions, the position shall not have been filled by a competent person having such prior experience, the Employer may fill such position without reference to the foregoing provisions of this subparagraph (h). Membership or non-membership in Local 161 shall

not be a condition of hiring. The Employer shall administer its hiring practices without discrimination by reason of membership or non-membership in Local 161 and the ultimate right to accept or reject any employee is retained by the Employer.

(i) Subject to the foregoing, all hiring shall be done exclusively through the offices of Local 161. Local 161 will refer all available personnel on a non-discriminatory basis without regard to race, color, creed, national origin, sex, age, or membership or non-membership in Local 161.

(j) In case of repeal or amendment of the Labor-Management Relations Act of 1947, or in the case of new legislation rendering permissible any union security to Local 161 greater than that set forth in the foregoing paragraphs, then and in that event, such greater union security provisions shall automatically be deemed substituted in lieu thereof. In that event, and if permissible under law, Local 161 agrees to supply adequate, competent and qualified Script Supervisors, Production Office Coordinators and Assistant Production Office Coordinators for the job requirements of the Employer in the classifications covered by this Agreement and, if Local 161 fails to do so, the Employer may secure such Script Supervisors, Production Office Coordinators and Assistant Production Office Coordinators from any source.

(k) Nothing herein contained shall be interpreted as requiring either party to take any action in violation or contravention of any applicable state or federal law.

(l) Neither the Union nor the Employer shall discriminate against any employee or applicant for employment in any respect by reason of race, color, creed, national origin, sex or age.

ARTICLE 2. PRIOR OBLIGATION

Local 161 is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (IATSE). Nothing in this Agreement shall be construed to interfere with any obligation which Local 161 owes to the IATSE by reason of a prior obligation. However, nothing herein contained shall be construed as contravening any applicable state or federal law.

ARTICLE 3. ACCESS TO PREMISES

An accredited representative of Local 161 shall be permitted to any studio or location during working hours when necessary for the proper conduct of Local 161's business.

ARTICLE 4. NO STRIKE - NO LOCKOUT

There shall be no strike, work stoppage, slowdown or lockout during the term of this Agreement. However, nothing herein shall require an employee to cross a lawful picket line established by another labor organization which is recognized by Local 161.

ARTICLE 5. GRIEVANCE AND ARBITRATION

All complaints, disputes or questions as to the interpretation, application or performance of this Agreement[2] shall be adjusted initially by direct negotiations between representatives of Local 161 and the Employer. In the event that Local 161 and the Employer representatives are unable to adjust the dispute, then the parties shall attempt to mutually agree upon an arbitrator to settle the dispute. In the event the parties are unable to select a mutually agreed upon arbitrator, an arbitrator shall be selected under the auspices of the American Arbitration Association. The complaint must be brought within thirty (30) days from the date of the alleged violation or from the date that Local 161 discovers or should have discovered the violation, whichever is later, but in no event later than sixty (60) days from the date of the alleged violation. Any time restraint set forth above may be mutually extended by agreement between Local 161 and the Employer. The decision of the arbitrator shall be final and binding on all parties. Local 161 and the Employer shall jointly pay the cost of the arbitrator's services.

ARTICLE 6. TERM

(a) The term of this Agreement shall be from March 3, 2025 to and including March 4, 2028. On or before January 3, 2028, the parties hereto shall meet and confer for the purpose of negotiating the terms of a new agreement to take effect March 5, 2028.

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[2] Any such disputes that give rise to an alleged violation of Sections 8(a)(1) and/or 8(a)(3) of the National Labor Relations Act, or in which the alleged facts would constitute such a violation, are also subject to grievance and arbitration under this Article 5.

(b) The terms and conditions of this Agreement shall be effective on March 9, 2025, except that when an effective date other than March 9, 2025, is specified, the provision shall be effective on the date so specified.

(c) The terms and conditions of the 2022 Local 161 Motion Picture Theatrical and TV Series Production Contract shall apply until March 9, 2025, except when an earlier effective date is specified in this Agreement.

ARTICLE 7. APPLICATION OF AGREEMENT

This Agreement shall be binding upon the Employer (and, as used in the paragraph, the term "Employer" shall mean and include not only the Employer itself, but also any of its subsidiaries, successors or transferees engaged in the motion picture business, as well as any person, firm, corporation or other business organization so engaged, in which the Employer has a controlling financial interest). Negative pick-up transactions and production/distribution transactions (as those are commonly understood in the industry) which are *bona fide* are not covered under the Agreement. In no event shall the Employer subcontract any of the work covered hereby, nor shall any person other than an employee of the Employer working under the provisions of this Agreement be permitted to perform any of such work within or at the premises or location owned, operated, leased and/or used by the Employer. In no event shall the Employer subcontract any of the work covered hereby, when an effect thereof would be to enable such work to be done under wage rates or labor conditions inferior to those herein contained; nor shall any person not employed in compliance with the provisions of this Agreement be permitted to perform any of such work for or at the premises of the Employer.

ARTICLE 8. DIGITAL TECHNOLOGY

The parties have agreed to establish a Supplemental Digital Production Agreement for Script Supervisors working within Local 161's geographical jurisdiction on productions of the type traditionally covered under the Local 161 Agreement which are recorded digitally.

Production Office Coordinators and Assistant Production Office Coordinators working within Local 161's jurisdiction on productions of the type traditionally covered under the Local 161 Agreement which are recorded digitally shall be subject to the terms and conditions set forth in this Agreement.

ARTICLE 9. SICK LEAVE

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

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

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

(i) For a mental or physical illness, injury, or health condition of the employee or the employee's family member,* regardless of whether the illness, injury or health condition has been diagnosed or requires medical care at the time that the employee requests leave;

(ii) For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition of, or need for medical diagnosis of, or preventive care for, the employee or the employee's family member;* or

(iii) For an absence from work due to any of the following reasons when the employee or employee's family member* has been the victim of domestic violence, a family offense, sexual offense, stalking or human trafficking:

(A) to obtain services from a domestic violence shelter, rape crisis center or other services program;

(B) to participate in safety planning, temporarily or permanently relocate or take other actions to increase the safety of the employee or employee's family members;*

(C) to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;

(D) to file a complaint or domestic incident report with law enforcement;

(E) to meet with a district attorney's office;

(F) to enroll children in a new school; or

(G) to take any other actions necessary to ensure the health or safety of the employee or the employee's family member* or to protect those who associate or work with the employee.

The reasons outlined above in subparagraphs (A) through (G) must be related to the domestic violence, family offense, sexual offense, stalking or human trafficking. Provided further, that a person who has committed the domestic violence, family offense, sexual offense, stalking or human trafficking shall not be eligible for leave under this Article for situations in which the person committed the offense and was not a victim, notwithstanding any family relationship.

* "Family member" shall mean an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent; and the child or parent of an employee's spouse or domestic partner. "Parent" shall mean a biological, foster, step- or adoptive parent, or a legal guardian of an employee, or a person who stood *in loco parentis* when the employee was a minor child. "Child" shall mean a biological, adopted or foster child, a legal ward, or a child of an employee standing *in loco parentis*.

(3) Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. An Employer may request documentation from an employee confirming their eligibility to take sick leave where the employee uses leave for three or more consecutive and previously scheduled workdays. An employer cannot require an employee or the person providing documentation, including medical professionals, to disclose the reason for leave, except as required by law. Requests for documentation shall be limited to the following:

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

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

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

(4) For employees employed on a daily basis, a day of sick leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4) hours of pay at the employee's straight time hourly rate. For weekly employees, a day of sick leave pay shall be equal to one-fifth (1/5th) of the employee's weekly rate (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). Replacements for weekly employees may be hired on a *pro rata* basis of the weekly rate regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising the employee's right to paid sick leave.

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

(6) No Employer shall discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee because the employee has exercised the employee's rights under this Article 9(a), including, but not limited to, requesting sick leave and using sick leave.

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

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

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

(b) Paid Sick Leave Outside of the State of New York: The following is applicable to employees working under this Agreement outside the State of New York:

(1) Accrual. Eligible employees covered by this Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Employer, up to a maximum of forty-eight (48) hours or six (6) days (up to a maximum of eighty (80) hours or ten (10) days, effective April 8, 2025). (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 April 8, 2025) 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 April 8, 2025), 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 April 8, 2025) (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 April 8, 2025) during each year of employment as defined by the Employer in advance. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that has not been waived in this Agreement, any sick leave paid pursuant to the law shall count towards satisfying the Employer's obligations to provide paid sick leave under this Article 9(b).

(3) For employees employed on a daily basis, a day of sick leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4) hours of pay at the employee's straight time hourly rate. For weekly employees, a day of sick leave pay shall be equal to one-fifth (1/5th) of the employee's weekly rate (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken). Replacements for weekly employees may be hired on a *pro rata* basis of the weekly rate regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising the employee's right to paid sick leave.

(4) Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the employee or the employee's "family member."** Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

** "Family member" means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands *in loco parentis*; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who stood *in loco parentis* when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.

(5) Accrued, unused sick leave is not paid out on termination, resignation or other separation of employment. If the employee is rehired by the Employer within one (1) year of the employee's separation from employment, the employee's accrued and unused sick leave is reinstated, and the employee may begin using the accrued sick leave upon rehire if the employee was previously eligible to

use the sick leave or once the employee becomes eligible as provided above.

(6) Employer shall advise the employee of the designated Employer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 9(b). The Employer will also indicate which period (*i.e.*, calendar year or the employee's anniversary date) the Employer selected to measure the thirty (30) day and ninety (90) day (forty-five (45) day, effective April 8, 2025) 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 April 8, 2025) as provided in subparagraph (1) above. Employer also shall notify Local 161 of the name and contact information of the designated Employer representative or department.

(7) Any Employer that, as of December 18, 2022, had a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time, may continue such policy in lieu of the foregoing. Nothing shall prevent an Employer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any employee for exercising the employee's right to use paid sick leave.

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

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

The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York State Paid Sick Leave Law (New York Labor Law Section 196-b); the New York City Earned Safe and Sick Time Act (N.Y.C. Admin. Code, Section 20-911 *et seq.*); the New Jersey Paid Sick Leave Act (C.34:11-56a *et seq.*); Chapter 160 of the Ordinances of the Township of Bloomfield, New Jersey (enacted by Ordinance No. 15-10); the Paid Sick Time for Private Employees Ordinance of East Orange, New Jersey (Ordinance No. 21-2014; East Orange Code Chapter 140, Section 1 *et seq.*); the Paid Sick Time Law of Jersey City, New Jersey (Chapter 4 of the Jersey City Municipal Code); Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey; Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey; the Sick Leave for Private Employees

Ordinances of Elizabeth, New Jersey (Ordinance No. 4617); Irvington, New Jersey (Ordinance No. MC-3513); Montclair, New Jersey (Chapter 132, Article I of the General Legislation of the Township of Montclair, NJ; Morristown, New Jersey (Ordinance No. O-35-2016); Newark, New Jersey (City Ordinance 13-2010); Passaic, New Jersey (Ordinance No. 1998-14); Passaic, New Jersey (Ordinance No. 1998-14); Paterson, New Jersey (Paterson Code Chapter 412); the Trenton Paid Sick Leave Ordinance (Chapter 230 of the Code of the City of Trenton, New Jersey); and the District of Columbia Accrued Safe and Sick Leave Act (Section 32-531 of the Code of the District of Columbia) (but only to the extent that an employee working in the District of Columbia is granted at least three (3) days of paid sick leave per calendar year pursuant to the provisions of Article 9(b) above); the Alaska Minimum Paid Sick Leave Benefit (Alaska Stat. § 23.10.066-069) and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.

ARTICLE 9.1 DIVERSITY, EQUITY AND INCLUSION

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

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

(b) **Self-Identification Data**. During the 2022 negotiations, the parties discussed the efforts that have been made by the Employers and Local 161 to obtain information about the personal characteristics of their employees and the membership through voluntary self-identification. The parties recognize that obtaining such information is useful in expanding access to employment opportunities for under-represented groups and for tracking the success of their efforts to

diversify the workforce. To that end, Local 161 agrees to encourage its members to voluntarily self-identify when requested to do so by the Local, the IATSE or an Employer, including when members are completing start paperwork for an Employer. To the extent that Local 161 or the IATSE has aggregated diversity statistics concerning Local 161-covered employees, Local 161 agrees to share the information with the Employer upon request, or shall authorize the IATSE to share the information with the Employer, but no more frequently than twice per year. To the extent that the Employer has aggregated diversity statistics concerning Local 161-covered employees, the Employer agrees to share the information with Local 161 upon request, but no more frequently than twice per year.

(c) **Training Program Opportunities and Joint Mentorship Program**. In connection with the parties' commitment to diversity, equity and inclusion as set forth in this Article 9.1, the parties shall discuss the development, administration and oversight of program(s) for on-the-job training within the motion picture industry in the classifications covered by this Agreement. The goal of the training program(s) shall be to greatly expand training program opportunities to enhance employment for individuals who are under-represented in this industry. The types of training programs established may vary depending on the experience of the candidates and the requirements of the classification for which the training is provided.

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

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

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

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

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

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

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

notification when a working trainee successfully completes the working trainee program of the Employer.

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

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

(4) The parties agree that funding and cost-sharing of the training programs described in this Article 9.1 are to be determined by mutual agreement at a later date.

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

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

(7) The parties also agree to create a joint mentorship program to foster connections between mentors and individuals from under-represented groups or under-served communities currently working in or entering the industry workforce through the programs described in this provision with the goal of expanding access to those individual's opportunities for employment in the industry.

ARTICLE 9.2 HARASSMENT PREVENTION TRAINING

The parties agree that harassment prevention training shall be mandatory. During the term of the Local 161 Motion Picture Theatrical and TV Series Production Agreement and Supplemental Digital Production Agreement, representatives of Local 161 and representatives of the AMPTP agree to discuss the implementation of mandatory harassment prevention training, including establishing the date on which the program will become mandatory (*i.e.*, the date when individuals can

begin to take the online courses). The parties will devise a method to reflect an individual's successful completion of the training program.

ARTICLE 9.3 ARTIFICIAL INTELLIGENCE

This Article 9.3 applies prospectively on or after March 9, 2025.

(a) Definitions

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

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

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

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

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

(b) Existing Technologies and Practices

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

(c) New Technologies and Practices

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

(2) Use of New Technologies

(i) An Employer continues to have the right to utilize new technologies in connection with motion picture production, including in connection with creative elements. Employer may require employees to use any AI System[3] or resulting output of such systems for use in connection with the performance of covered work. Employees who are assigned to utilize an AI System to perform services, including by inputting prompts or otherwise overseeing the use of the AI System, shall continue to be covered under the terms of this Agreement while performing such work.

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

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

[3] Should the Employer agree to use an employee's own AI System, Employer and employee shall negotiate for reasonable reimbursement for such use.

written policies governing the use of AI Systems by employees covered under this Agreement. Upon request, the Employer shall also provide Local 161 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.

ARTICLE 9.4 BEREAVEMENT LEAVE

In the event of the death of a "family member"[4] of a regularly-scheduled employee, the employee shall be allowed up to three (3) days of paid bereavement leave. For employees employed on a 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, 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.

[4] "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.

II. RATES

ARTICLE 10. MINIMUM RATES OF PAY[5]

(a) The following rates of pay shall constitute the minimum compensation payable to employees covered by this Agreement.

(1) (A) (i) Minimum Daily and Weekly Rates for Employees Working on Theatrical Motion Pictures Shooting in New York, New Jersey, Connecticut or Within a Thirty (30) Mile Radius of Independence Hall in Philadelphia

Category	**Type of Employment**	**3/3/25 - 3/8/25**	**3/9/25 - 3/7/26**	**3/8/26 - 3/6/27**	**3/7/27 - 3/4/28**
Script Supervisor	Daily	$ 589.13	$ 630.37	$ 655.58	$ 678.53
	Weekly	2,654.97	2,840.82	2,954.45	3,057.86
Production Office Coordinator	Daily	377.64	404.07	420.23	434.94
	Weekly	1,713.50	1,833.45	1,906.79	1,973.53
Asst. Prod. Ofc. Coord.	Daily	218.30	233.58	242.92	251.42
	Weekly	1,074.21	1,149.40	1,200.00	1,242.00

[5] It is understood that each of Production Office Coordinators and Assistant Production Office Coordinators may also be given the titles of Production Coordinators and Assistant Production Coordinators, respectively. The foregoing shall not expand the scope of coverage under this Agreement.

(ii) Minimum Daily and Weekly Rates for Employees Working on Theatrical Motion Pictures Shooting Within the Jurisdiction of this Agreement but Outside New York, New Jersey, Connecticut and a Thirty (30) Mile Radius of Independence Hall in Philadelphia

Category	**Type of Employment**	**3/3/25 - 3/8/25**	**3/9/25 - 3/7/26**	**3/8/26 - 3/6/27**	**3/7/27 - 3/4/28**
Script Supervisor	Daily	$ 589.13	$ 630.37	$ 655.58	$ 678.53
	Weekly	2,654.97	2,840.82	2,954.45	3,057.86
Production Office Coordinator	Daily	377.64	404.07	420.23	434.94
	Weekly	1,713.50	1,833.45	1,906.79	1,973.53
Asst. Prod. Ofc. Coord.	Daily	208.00	228.00	240.00	248.40
	Weekly	1,040.00	1,140.00	1,200.00	1,242.00

(B) (i) Minimum Daily and Weekly Rates for Employees Working on Television Motion Pictures Shooting in New York, New Jersey or Connecticut, Excluding Long-Form Television Motion Pictures, Pilots and New and Existing One-Hour Series

Category	**Type of Employment**	**3/3/25 - 3/8/25**	**3/9/25 - 3/7/26**	**3/8/26 - 3/6/27**	**3/7/27 - 3/4/28**
Script Supervisor	Daily	$ 589.13	$ 630.37	$ 655.58	$ 678.53
	Weekly	2,654.97	2,840.82	2,954.45	3,057.86
Production Office Coordinator	Daily	377.64	404.07	420.23	434.94
	Weekly	1,713.50	1,833.45	1,906.79	1,973.53
Asst. Prod. Ofc. Coord.	Daily	210.40	228.00	240.00	248.40
	Weekly	1,047.93	1,140.00	1,200.00	1,242.00

(ii) Minimum Daily and Weekly Rates for Employees Working on Television Motion Pictures Shooting Within the Jurisdiction of this Agreement but Outside New York, New Jersey and Connecticut, Excluding Long-Form Television Motion Pictures, Pilots and New and Existing One-Hour Series[6]

Category	**Type of Employment**	**3/3/25 - 3/8/25**	**3/9/25 - 3/7/26**	**3/8/26 - 3/6/27**	**3/7/27 - 3/4/28**
Script Supervisor	Daily	$ 589.13	$ 630.37	$ 655.58	$ 678.53
	Weekly	2,654.97	2,840.82	2,954.45	3,057.86
Production Office Coordinator	Daily	377.64	404.07	420.23	434.94
	Weekly	1,713.50	1,833.45	1,906.79	1,973.53
Asst. Prod. Ofc. Coord.	Daily	208.00	228.00	240.00	248.40
	Weekly	1,040.00	1,140.00	1,200.00	1,242.00

(2) (A) (i) Minimum Daily and Weekly Rates for Employees Working on Existing One-Hour Series Shooting in New York, New Jersey or Connecticut Which Began Production Prior to March 3, 2007

Category	**Type of Employment**	**3/3/25 - 3/8/25**	**3/9/25 - 3/7/26**	**3/8/26 - 3/6/27**	**3/7/27 - 3/4/28**
Script Supervisor	Daily	$ 572.28	$ 612.34	$ 636.83	$ 659.12
	Weekly	2,579.05	2,759.58	2,869.96	2,970.41
Production Office Coordinator	Daily	366.94	392.63	408.34	422.63
	Weekly	1,664.97	1,781.52	1,852.78	1,917.63
Asst. Prod. Ofc. Coord.	Daily	208.00	228.00	240.00	248.40
	Weekly	1,040.00	1,140.00	1,200.00	1,242.00

[6] For minimum rates applicable to employees working on a series made for basic cable or The CW, see Article 10(a)(4).

(ii) Minimum Daily and Weekly Rates for Employees Working on New One-Hour Series Shooting in New York, New Jersey or Connecticut Which Began Production on or After March 3, 2007, and New Mini-Series Shooting in New York, New Jersey or Connecticut the First Part of Which Commences Principal Photography on or After March 9, 2025[7]

		New One-Hour Series in its First or Second Season, for Which Principal Photography of the First Episode of the Season Commences on or After March 9, 2025,[8] and New Mini-Series, the First Part of Which Commences Principal Photography on or After March 9, 2025			
Category	**Type of Employment**	**3/3/25 - 3/8/25**	**3/9/25 - 3/7/26**	**3/8/26 - 3/6/27**	**3/7/27 - 3/4/28**
Script Supervisor	Daily	$ 571.97	$ 611.46	$ 635.91	$ 658.17
	Weekly	2,577.64	2,755.60	2,865.82	2,966.12
Production Office Coordinator	Daily	366.64	391.95	407.62	421.89
	Weekly	1,663.59	1,778.45	1,849.59	1,914.32
Asst. Prod. Ofc. Coord.	Daily	208.00	228.00	240.00	248.40
	Weekly	1,040.00	1,140.00	1,200.00	1,242.00

		New One-Hour Series in its Third or Subsequent Season			
Category	**Type of Employment**	**3/3/25 - 3/8/25**	**3/9/25 - 3/7/26**	**3/8/26 - 3/6/27**	**3/7/27 - 3/4/28**
Script Supervisor	Daily	$ 589.13	$ 630.37	$ 655.58	$ 678.53
	Weekly	2,654.97	2,840.82	2,954.45	3,057.86
Production Office Coordinator	Daily	377.64	404.07	420.23	434.94
	Weekly	1,713.50	1,833.45	1,906.79	1,973.53
Asst. Prod. Ofc. Coord.	Daily	208.00	228.00	240.00	248.40
	Weekly	1,040.00	1,140.00	1,200.00	1,242.00

[7] For mini-series shooting in New York, New Jersey or Connecticut, the first part of which commenced principal photography prior to March 9, 2025, the minimum daily and weekly wage rates set forth in Article 10(a)(3) apply.

[8] For new one-hour series shooting in New York, New Jersey or Connecticut, for which principal photography of the first episode of the season commenced prior to March 9, 2025, the minimum daily and weekly wage rates set forth in Article 10(a)(1)(A)(i) for the period prior to the period in question apply for the remainder of the season of the series.

(B) Minimum Daily and Weekly Rates for Employees Working on New and Existing One-Hour Series and New Mini-Series, the First Part of Which Commences Principal Photography on or After March 9, 2025,[9] Shooting Within the Jurisdiction of this Agreement but Outside New York, New Jersey and Connecticut[10]

Category	**Type of Employment**	**3/3/25 - 3/8/25**	**3/9/25 - 3/7/26**	**3/8/26 - 3/6/27**	**3/7/27 - 3/4/28**
Script Supervisor	Daily	$ 572.28	$ 612.34	$ 636.83	$ 659.12
	Weekly	2,579.05	2,759.58	2,869.96	2,970.41
Production Office Coordinator	Daily	366.94	392.63	408.34	422.63
	Weekly	1,664.97	1,781.52	1,852.78	1,917.63
Asst. Prod. Ofc. Coord.	Daily	208.00	228.00	240.00	248.40
	Weekly	1,040.00	1,140.00	1,200.00	1,242.00

(3) Minimum Daily and Weekly Rates for Employees Working on Long-Form Television Motion Pictures (Excluding Mini-Series, the First Part of Which Commences Principal Photography on or After March 9, 2025) and Pilots Shooting Within the Jurisdiction of this Agreement

Category	**Type of Employment**	**3/3/25 - 3/8/25**	**3/9/25 - 3/7/26**	**3/8/26 - 3/6/27**	**3/7/27 - 3/4/28**
Script Supervisor	Daily	$ 542.78	$ 580.77	$ 604.00	$ 625.14
	Weekly	2,446.39	2,617.64	2,722.35	2,817.63
Production Office Coordinator	Daily	348.19	372.56	387.46	401.02
	Weekly	1,580.28	1,690.90	1,758.54	1,820.09
Asst. Prod. Ofc. Coord.	Daily	208.00	228.00	240.00	248.40
	Weekly	1,040.00	1,140.00	1,200.00	1,242.00

[9] For mini-series shooting within the jurisdiction of this Agreement but outside New York, New Jersey and Connecticut, the first part of which commenced principal photography prior to March 9, 2025, the minimum daily and weekly wage rates set forth in Article 10(a)(3) apply.

[10] For minimum rates applicable to employees working on a series made for basic cable or The CW, see Article 10(a)(4).

(4) Minimum Rates for Employees Working on Series Made for Basic Cable or The CW Shooting Within the Jurisdiction of this Agreement, But Outside New York, New Jersey and Connecticut

The minimum rates for the first production season shall be the rates for "long-form television motion pictures and pilots" set forth in Article 10(a)(3). During the second and third production seasons, the rates for a one-hour series shall lag the rates set forth in Article 10(a)(2)(B) by one year, and the rates for all other series shall lag the rates set forth in Article 10(a)(1)(B)(ii) by one year. Thereafter, the minimum rates shall be as set forth in Article 10(a)(2)(B) or Article 10(a)(1)(B)(ii), as applicable.

(b) The following minimum wage rates apply to Production Office Coordinators and Assistant Production Office Coordinators who are hired outside of a fifty (50) mile radius of New York City and outside all of Long Island and who are engaged to work outside of such fifty (50) mile radius and outside all of Long Island on a weekly basis for ten (10) weeks or more only. When employed for fewer than ten (10) weeks of work, the minimum wage rate is the applicable minimum wage rate in subparagraph (a) above.

(1) Minimum Weekly Rates for Production Office Coordinators and Assistant Production Office Coordinators Both Hired and Engaged to Work Outside a Fifty (50) Mile Radius of New York City and Outside All of Long Island on Theatrical and Television Motion Pictures Shooting Within the Jurisdiction of this Agreement, Excluding Long-Form Television Motion Pictures, Pilots and New One-Hour Series[11]

Category	**3/3/25 - 3/8/25**	**3/9/25 - 3/7/26**	**3/8/26 - 3/6/27**	**3/7/27 - 3/4/28**
Production Office Coordinator	$1,528.47	$1,635.46	$1,700.88	$1,760.41
Assistant Production Office Coordinator	1,040.00	1,140.00	1,200.00	1,242.00

[11] For minimum rates applicable to employees working on a series made for basic cable or The CW outside of New York, New Jersey and Connecticut, see Article 10(b)(4).

(2) Minimum Weekly Rates for Production Office Coordinators and Assistant Production Office Coordinators Both Hired and Engaged to Work Outside a Fifty (50) Mile Radius of New York City and Outside All of Long Island on New One-Hour Series and New Mini-Series, the First Part of Which Commences Principal Photography on or After March 9, 2025,[12] Shooting Within the Jurisdiction of this Agreement[13]

Category	**3/3/25 - 3/8/25**	**3/9/25 - 3/7/26**	**3/8/26 - 3/6/27**	**3/7/27 - 3/4/28**
Production Office Coordinator	$1,485.33	$1,589.30	$1,652.87	$1,710.72
Assistant Production Office Coordinator	1,040.00	1,140.00	1,200.00	1,242.00

(3) Minimum Weekly Rates for Production Office Coordinators and Assistant Production Office Coordinators Both Hired and Engaged to Work Outside a Fifty (50) Mile Radius of New York City and Outside All of Long Island on Long-Form Television Motion Pictures (Excluding Mini-Series, the First Part of Which Commences Principal Photography on or After March 9, 2025) and Pilots Shooting Within the Jurisdiction of this Agreement

Category	**3/3/24 - 3/8/25**	**3/9/25 - 3/7/26**	**3/8/26 - 3/6/27**	**3/7/27 - 3/4/28**
Production Office Coordinator	$1,410.02	$1,508.72	$1,569.07	$1,623.99
Assistant Production Office Coordinator	1,040.00	1,140.00	1,200.00	1,242.00

(4) Minimum Weekly Rates for Production Office Coordinators and Assistant Production Office Coordinators Hired Outside a Fifty (50) Mile Radius of New York City and Outside All of Long Island and Engaged to Work on a Series Made for Basic Cable or The CW Shooting Within the Jurisdiction of this

[12] For mini-series shooting within the jurisdiction of this Agreement, the first part of which commenced principal photography prior to March 9, 2025, the minimum weekly wage rates set forth in Article 10(b)(3) apply.

[13] For minimum rates applicable to employees working on a series made for basic cable or The CW outside of New York, New Jersey and Connecticut, see Article 10(b)(4).

Agreement, But Outside New York, New Jersey and Connecticut

The minimum rates for the first production season shall be the rates for "long-form television motion pictures and pilots" set forth in Article 10(b)(3). During the second and third production seasons, the rates for a one-hour series shall lag the rates set forth in Article 10(b)(2) by one year, and the rates for all other series shall lag the rates set forth in Article 10(b)(1) by one year. Thereafter, the minimum rates shall be as set forth in Article 10(b)(2) or Article 10(b)(1), as applicable.

(c) Except as provided in the next paragraph, the minimum weekly scale rates set forth in subparagraph (a) above shall be applicable to Script Supervisors when such employees are engaged for a period of ten (10) consecutive weeks or more. If such an employee so engaged is terminated prior to the completion of such ten (10) week period, such employee shall be paid, at the time of such termination, the difference between the weekly scale paid to the employee during the period of employment and the amount the employee would have received had the employee been paid on the minimum daily rate during such period, with a re-computation of overtime on the same basis.

The foregoing shall not apply when a Script Supervisor is engaged to replace a Script Supervisor who has resigned before completing a ten (10) or more consecutive week engagement on a television series and fewer than ten (10) weeks remain on the production.

(d) Except as provided in the next paragraph, the weekly minimum scale rates set forth in subparagraph (a) above shall be applicable to Production Office Coordinators only when such employees are engaged to work within a fifty (50) mile radius of New York City and all of Long Island or are hired within such fifty (50) mile radius or all of Long Island and are transported to any location within the jurisdiction of Local 161 and are engaged for a period of ten (10) consecutive weeks or more. If an employee so engaged is terminated prior to the completion of such ten (10) week period, the employee shall be paid at the time of such termination the difference between the weekly scale paid to the employee during the period of employment and the amount the employee would have received had the employee been paid on the minimum daily rate during such period with a re-computation of overtime on the same basis.

The foregoing shall not apply when a Production Office Coordinator is engaged to replace a Production Office Coordinator who

has resigned before completing a ten (10) or more consecutive week engagement on a television series and fewer than ten (10) weeks remain on the production.

(e) An employee engaged at a rate in excess of the minimum scale rate set forth above shall not have the employee's wages reduced for the duration of the assignment, nor shall an employee hired on a weekly basis be converted to an employee hired on a daily basis on the same production.

III. WORKING CONDITIONS FOR EMPLOYEES WORKING IN CONNECTICUT, DELAWARE, MAINE, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, PENNSYLVANIA, RHODE ISLAND, VERMONT AND THE DISTRICT OF COLUMBIA

Except as otherwise provided in Article 28:

The following working conditions shall apply to employees working in Connecticut, Delaware, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and the District of Columbia on theatrical or television motion pictures on or after March 9, 2025. Prior to March 9, 2025, the working conditions set forth in Part III of the 2022 Motion Picture Theatrical and TV Series Production Contract shall apply.

ARTICLE 11. WORK SCHEDULE

(a) The work day shall consist of any eight (8) consecutive hours. The starting time shall be designated by the Employer at least ten (10) hours before the start of the work day or prior to dismissal on the previous workday, whichever is later. In no event shall the call of the Script Supervisor be later than the shooting call of the Director. A workday starting on one calendar day and running into the next is credited entirely to the first calendar day, except that an employee whose work shift overlaps into a holiday or from a holiday into the next day shall be paid at double time for those hours worked on the calendar holiday.

A four (4) hour minimum call shall apply for any day on which an employee does not work and reports for training at the request of an individual Employer. The Employer shall make pension, health and IAP contributions on behalf of an employee employed in New York, New Jersey or Connecticut (or hired in New York, New Jersey or

Connecticut to work outside those three states, but within the geographic jurisdiction of this Agreement) pursuant to Article 28(c) on the basis of eight (8) hours. For an employee employed in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont or the District of Columbia (other than an employee described in the preceding sentence), the Employer shall contribute the amount due under Article 28(e) to the IATSE National Benefit Funds. If the training exceeds four (4) hours, then an eight (8) hour minimum call shall apply, and the Employer shall make pension, health and IAP contributions pursuant to Article 28(c) or contributions to the IATSE National Benefit Funds pursuant to Article 28(e), as applicable.

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

(c) The Employer may issue a "weather-permitting" call for extreme heat, extreme cold, extreme wind, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions or hurricanes to employees prior to their dismissal for the day and to persons not on payroll up to twelve (12) hours before their call time (even if a call has previously been given). The Employer shall provide notice to the Union upon issuance of a "weather-permitting" call. Inadvertent failure to provide notice to the Union is not subject to grievance and arbitration. The Employer may cancel a "weather-permitting" call up to four (4) hours prior to the call time.

In the event an employee employed in New York, New Jersey or Connecticut (or hired in New York, New Jersey or Connecticut to work outside those three states, but within the geographic jurisdiction of this Agreement) is notified not to report to work, the employee shall be paid four (4) hours of pay at straight time, which shall be subject to pension, health and IAP contributions pursuant to Article 28(c); however, if the notification is untimely, the employee shall be paid for an eight (8) hour minimum call.

In the event an employee employed in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont or the District of Columbia (other than an employee described in the preceding paragraph) is notified not to report to work, the employee shall be paid four (4) hours of pay at straight time, and the Employer shall contribute one-third (⅓) of the amount due under Article 28(e) to the IATSE National Benefit Funds; however, if the notification is untimely, the employee shall be paid for an eight (8) hour minimum call.

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

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

ARTICLE 12. WORKWEEK

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

(b) One and one-half times the employee's regular basic hourly rate shall be paid for the employee's sixth day of work within a workweek. Double the employee's regular basic hourly rate shall be paid for the employee's seventh day of work within a workweek.

(c) One time during the production of a motion picture (except in the case of episodic television), the Employer may shift the workweek, without incurring added costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off of the prior workweek and/or by shifting a workweek commencing on Tuesday to a workweek commencing on Monday, provided that the intervening Sunday is a day off. In the case of episodic television, the Employer may exercise the foregoing rights once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one (1) week).

The parties confirm that the foregoing "shift in workweek" provision applies to a "round trip" switch so that the Employer is

permitted to return the workweek to the originally scheduled workweek, without incurring any additional costs (*e.g.*, a Monday-Friday shift which is switched to Tuesday-Saturday can be returned to Monday-Friday without incurring any additional costs).

(d) If the Employer otherwise shifts the workweek such that the new workweek invades the preceding workweek, and the employee would receive fewer than two (2) consecutive days off in the workweek as a result of a workweek shift, the Employer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

(e) Employees shall be advised of any shifts in the workweek prior to the commencement of that workweek.

ARTICLE 13. 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, 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 March 9, 2025, 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 March 9, 2025).

(2) Theatrical Motion Pictures Shooting in Delaware, 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, 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 times (2½) 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 March 9, 2025, 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 March 9, 2025).

(b) Television Motion Pictures

All work performed in excess of eight (8) hours, but less than twelve (12) hours 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 March 9, 2025, 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 March 9, 2025).

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

ARTICLE 14. REST PERIOD

(a) Daily Rest Period

(1) There shall be a ten (10) hour rest period between the termination of work on one call and the commencement of the next work call, except that when an employee is required by the Employer to remain away from home overnight on distant location, the daily rest period shall be nine (9) hours, measured "portal-to-portal."

(2) Prior to June 8, 2025, the penalty for violation of the rest period (*i.e.*, for allowing less than the ten (10) hour rest period (or the nine (9) hour daily rest period when the employee is required by the Employer to remain away from home overnight on distant location)) shall be to pay for the invaded hours only at an additional straight time, except that when the employee works more than fourteen (14) consecutive hours (*i.e.*, fourteen (14) elapsed hours) from the time of reporting and does not receive a nine (9) hour rest period (not counting, in the case of a Script Supervisor, time worked after "wrap time" which shall be paid at the prevailing overtime rate), the employee will be paid, when he/she resumes work, at the rate of two and one-half (2½) times the employee's regular basic hourly rate until the employee receives a nine (9) hour rest period.

(3) Effective June 8, 2025, except as provided in subparagraph (a)(2) above when the employee works more than fourteen (14) continued hours (*i.e.*, fourteen (14) elapsed hours) from the time of reporting, the penalty for invasion of the rest period as provided herein shall be payment for the 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 (3) shall not apply to motion pictures, parts of a mini-series or episodes of a series which commence principal photography prior to June 8, 2025.

(b) Weekend Rest Period[14]

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

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

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

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

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

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

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

(iii) Employer may utilize the foregoing exceptions:

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

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

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

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

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

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

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

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

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

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

(6) Prior to June 8, 2025, penalty for invasion of the weekend rest period as provided herein shall be payment for invaded hours only at an additional straight time.

Effective June 8, 2025, the penalty for invasion of the weekend rest period as provided herein shall be a payment for invaded hours only at additional double time. If the weekend 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 weekend 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 paragraph shall not apply to motion pictures, parts of a mini-series or episodes of a series which commence principal photography prior to June 8, 2025.

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

(d) For Production Office Coordinators and Assistant Production Office Coordinators, the daily rest period as provided in Article 14(a) of this Agreement shall start and end as follows:

(1) For Employees Reporting to Work in the Thirty (30) Mile Zone

In the New York metropolitan area, when an employee is required to report to a location within the thirty (30) mile zone (as defined in Article 24(b)(2)(A)), and within the area bounded by 125th Street and the Battery, the daily rest period shall commence at the time of dismissal at the location and, if called to work by the same Employer at a similar zone location the following day, end at the call time for the next day.

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

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

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

For example, suppose an employee is required to report to Newark. The employee is dismissed from work at 7:00 p.m. Suppose the agreed-upon travel time from Newark to reach the perimeter of the area between 125th Street and the Battery is one-half (½) hour. The employee's daily rest period begins at 7:30 p.m. Suppose the employee is required to report to Newark for the same Employer the following day at 7:00 a.m. The employee's daily rest period ends at 6:30 a.m.

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

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

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

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

(5) For Employees Reporting to Work in All Other Areas Covered by Part III of this Agreement

For employees reporting to work in all other areas which are not included in subparagraph (d)(1)-(4) above but which are covered under Part III of this Agreement, the daily rest period shall begin at the employee's dismissal time at the set and end at the employee's call time at the set the next day, unless the employee is a Distant Hire, as defined in Article 24(b)(3)(A)(iii) or 24(a)(6), in which case the daily rest period begins at the time the employee returns from the set to the housing accommodations provided by the Employer and

ends at the time the employee leaves the housing accommodations to return to the set the next day.

ARTICLE 15. HOLIDAY

(a) The following holidays shall be recognized: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Any holiday designated by federal statute shall be considered to fall on the day so designated, except that any holiday falling on a Saturday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be celebrated on the previous Friday, and any holiday falling on a Sunday, whether designated by federal statute or not, shall, for the purposes 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.

(b) The Union agrees that it will not unreasonably deny a request for a waiver to switch the Veterans' Day holiday for Good Friday on a given production in the event that the Producer reaches an agreement with Motion Picture Studio Mechanics, Local 52, IATSE to do so.

(c) Except as otherwise provided in this Agreement, each employee employed under Part III of this Agreement shall be entitled to an unworked holiday pay benefit as payment for holidays not worked, which shall be computed based on 4% (4.538% commencing with the period March 9, 2025 to and including December 31, 2025 and continuing to the period January 1, 2026 to and including December 31, 2026 and continuing on the same basis for the term of this Agreement) of the employee's annual straight time work earnings. Any amounts paid by the Employer for such unworked holidays shall be offset against the percentage payment due, it being understood that the right of offset against unworked holiday pay provided hereunder shall be neither greater than nor less than the right of offset provided to the Employer under the Producer – IATSE West Coast Studio Local Agreements. Payment for unworked holidays shall be made in a lump sum in a separate check issued either at the end of the television season or upon completion of a theatrical production.

Notwithstanding the foregoing paragraph:

(1) There shall be no unworked holiday pay for long-form television productions or pilots.

(2) For new one-hour series, there will be no vacation or unworked holiday pay in the first year of the series. In the second year of the series, vacation and unworked holiday pay will be payable at one-half of the amount otherwise due; thereafter, the vacation and holiday provisions in this Agreement shall apply.

(3) For employees working on a series made for basic cable or The CW in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont or the District of Columbia, there shall be no unworked holiday pay for the pilot and the first and second production seasons. In the third production season, unworked holiday pay shall be payable at one-half of the amount otherwise due; thereafter, unworked holiday shall be payable as provided in the first paragraph of this subparagraph (c).

ARTICLE 16. MEAL PERIOD AND MEALS

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

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

The Producers and the IATSE agree that they will work with the Directors Guild of America in an effort to ensure that meal periods are called at the contractually-prescribed time for employees working on television motion pictures in a studio.

(c) The meal interval may be extended one-half (½) hour (one (1) hour for television) without penalty when used for wrapping up or to

complete the camera take(s) in progress, until print quality is achieved. Such extension shall not be scheduled nor automatic.

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

(e) When an employee is working without direct employer supervision and is given the prerogative to arrange his/her meal periods, the employee shall be charged with the responsibility of taking proper meal period(s).

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

On theatrical motion pictures in New York, New Jersey and Connecticut:

First one-half (½) hour meal delay or fraction thereof..... $ 10.00

Second one-half (½) hour meal delay or fraction thereof..... $ 15.00

Third and each succeeding one-half (½) hour meal delay or fraction thereof .....One hour of pay at the prevailing rate

On theatrical motion pictures in the States of Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island and Vermont and in Washington, D.C., and on all television motion pictures in the States of New York, New Jersey, Connecticut, Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island and Vermont and in Washington, D.C.:

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

Second one-half (½) hour meal delay or fraction thereof..... $ 8.50

Third one-half (½) hour meal delay or fraction thereof..... $18.50

Fourth and each succeeding one-half (½) hour meal delay or fraction thereof ..... One hour of pay at the prevailing rate

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

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

(h) In addition, the parties agree to the following clarifications:

(1) A meal need not be provided to employees working at a studio, as defined in Article 24(d) below.

(2) Subpart (e) of this Article is clarified so that self-directed employees are to be given a meal allowance when a meal allowance is applicable (*i.e.*, when an employee is a Distant Hire), but will not receive meals nor meal penalties. If the employee is given a meal, however, no meal allowance shall be payable.

ARTICLE 17. CANCELLATION OR POSTPONEMENT OF PRODUCTION

On New York-based theatrical feature motion pictures, the Employer shall give at least two (2) weeks' notice prior to the start date, if practicable, and one (1) week of pay to a Script Supervisor who has been employed on other than a daily basis and has been mutually and contractually bound, orally or in writing, to work on a definite production to start at an approximately set date, if the production is canceled or postponed for more than two (2) weeks.

ARTICLE 18. TERMINATION OF SERVICES

Employees hired for the "run of production" may not be terminated prior to completion of the production, except for drunkenness, dishonesty or incompetence. Should any dispute arise as to whether the Employer is entitled to engage a permanent replacement for any employee who is absent due to illness, such dispute shall be referred for resolution to the Business Agent of Local 161 and to the Employer's Labor Relations representative (or a person of equivalent authority representing the Employer).

ARTICLE 19. NOTICE OF TERMINATION OR PAY IN LIEU OF NOTICE

(a) An employee hired on a weekly basis for three (3) or more consecutive weeks or for the "run of the production" shall be entitled to three (3) weeks' notice of termination, or three (3) weeks' pay in lieu thereof, if he/she was employed by the Employer two (2) months or more, and two (2) weeks' notice of termination, or two (2) weeks' pay in lieu thereof, if he/she was employed by the Employer for less than two (2) months but not less than three (3) consecutive weeks. Notice of termination or pay in lieu thereof shall not be applicable to any employee terminated for just cause. A payment made by the Employer in lieu of notice shall not be subject to the grievance and arbitration provision of this Agreement (*i.e.*, an employee cannot challenge the Employer's decision to provide a payment instead of the notice).

(b) An employee hired on a weekly basis for three (3) or more consecutive weeks or for the "run of the production" shall be required to give the Employer three (3) weeks' notice if the employee is employed by the Employer for a period of two (2) months or more and two (2) weeks' notice if the employee is employed by the Employer for a period of less than two (2) months, but not less than three (3) consecutive weeks, before the employee shall voluntarily leave the employee's job or position.

ARTICLE 20. PAYMENT OF WAGES

(a) All employees will be paid on Friday of a given week for all work through and including the prior Friday.

(b) Notwithstanding subparagraph (a) above, when the services of a daily employee are terminated, the employee shall be paid all

monies due the employee under this Agreement within seven (7) calendar days of the employee's termination.

ARTICLE 21. GENERAL DUTIES

(a) Script Supervisor - The Script Supervisor is a liaison between the Employer, Director and Editor. A Script Supervisor shall be required for the production of any motion picture which involves timing, matching, cast, a continuity of action, keeping of lined scripts, or the preparation of notes for the film editor. The functions of a Script Supervisor on such production may involve any or all of the following:

(1) Making a breakdown of wardrobe and props vital to action;

(2) Rough timing;

(3) Preparing a chronology of time lapses within the script;

(4) Keeping script continuity;

(5) Timing all scenes and keeping track of master time;

(6) Working with the Director and Editor to insure that scenes are completely covered;

(7) Matching action, screen direction, wardrobe, hairdress, props, mood and tempo;

(8) Numbering picture and sound takes;

(9) Keeping track of hold, print and n.g. takes and the reason therefor;

(10) Following dialogue;

(11) Keeping production reports; keeping track of pages of the script shot, the number of scenes and set-ups, the master time, the company call, the first shot, the meal times and the wrap time;

(12) Lining the script and preparing daily notes for the editor; and

(13) Preparing combined continuity from the composite print.

Sufficient time after production must be allowed the Script Supervisor to complete reports necessary upon completion of shooting.

(b) Production Office Coordinator - The Production Office Coordinator is a liaison between the Employer, Production Manager, Assistant Director and the Script Supervisor. As such, the Production Office Coordinator's responsibility extends to the efficient setting-up and running of the production office for a specific production, in the preparatory, filming and final production wrap-up stages. In no event shall a Production Office Coordinator be required to cover more than one (1) production being filmed concurrently by the Employer. The Production Office Coordinator's duties may vary, but the Production Office Coordinator will be expected to be familiar with all phases of activity for which the production office will be responsible.

(c) Assistant Production Office Coordinator - The duties of the Assistant Production Office Coordinator shall consist of all general office work specifically related to the production as assigned by the Employer and the Production Office Coordinator. Employment of an Assistant Production Office Coordinator shall not be mandatory. An Assistant Production Office Coordinator shall not be engaged prior to the engagement of a Production Office Coordinator. However, if an Assistant Production Office Coordinator is used, then Local 161 shall be called to furnish needed personnel. In no event shall an Assistant Production Office Coordinator be required to cover more than one (1) production being filmed concurrently by the Employer.

ARTICLE 22. PREPARATION TIME

The Script Supervisor and the Production Office Coordinator shall be entitled to at least one (1) week of preparation time on a feature film. "Rehearsal time" shall not be considered "preparation time" for the purpose of this Article. The Script Supervisor shall receive one (1) day of preparation time prior to the first episode of the season on one-half (½) hour television shows, and two (2) days of prep time prior to the first episode of the season on one (1) hour television shows.

ARTICLE 22.1 WRAP TIME

(a) Script Supervisors shall be paid on a *pro rata* basis for all wrap time required by the Employer after the completion of principal photography of the motion picture (or after the completion of principal photography of the last episode in the season of an episodic series).

(b) Production Office Coordinators and Assistant Production Office Coordinators shall be paid on a *pro rata* basis for all time required by the Employer following completion of their last day of wrap of the motion picture (or after their last day of wrap following the season of an episodic series).

ARTICLE 23. CREWS

(a) No person other than an employee hereunder shall be permitted to perform the duties of a Script Supervisor, Production Office Coordinator or Assistant Production Office Coordinator. None of the above crafts shall be required to do the work of any other craft. When a second unit is scheduled to shoot concurrently with the first unit at a location separate and apart from the first unit and the shooting is such that matching will be required, a second Script Supervisor shall be employed unless a waiver is given by the Business Representative of Local 161.

(b) Where two (2) or more cameras are in operation, and only one Script Supervisor is employed, and the two (2) or more cameras are in operation fifty (50%) percent or more of the shooting day (defined for the purposes hereof as the elapsed time between the call and the set wrap, excluding meal time(s)), then said Script Supervisor shall be paid a flat sum of forty dollars ($40) for that day. The provisions of this subparagraph (b) shall be applicable to motion pictures made on film only.

ARTICLE 24. LOCATION

(a) The following provisions are applicable to Script Supervisors only:

(1) All work performed away from a studio, as defined in subparagraph (d) below, shall be considered on location.

(2) An employee sent on location who returns the same day shall have all travel time counted as time worked and paid for as such.

(3) When an employee is assigned to start a work day at any studio within the five (5) boroughs, the Nassau or Suffolk counties, or within a radius of thirty (30) miles of Columbus Circle, the employee's time will be counted when reporting to such studio and shall end at such studio. When an employee is assigned to report to a location in Manhattan, between 125th Street and the Battery, the employee's time

shall commence when so reporting and shall end when dismissed at a point where suitable public transportation is available.

(4) If an employee is requested to report for shooting for any call to an in-town location outside the area between 125th Street and the Battery, but within the boroughs of Manhattan, Queens, Brooklyn, and the Bronx, then the employee's time shall commence when so reporting, except that the employee shall be paid for that time, if any, required to travel from the subway stop nearest to the place of reporting to the place of reporting itself. Any dismissal from any such in-town location shall be governed by the same principle; *i.e.*, the employee's time shall end when dismissed, except that the employee shall be paid for the time, if any, required to travel from the place of dismissal to the subway stop nearest the place of dismissal. The Unit Production Manager and the Script Supervisor shall mutually agree on the time, if any, for which an employee shall be entitled to receive compensation pursuant to the foregoing. When an employee is asked to report to such in-town location, the Employer shall make available crew transportation (taken at the option of the employee) from some point between 125th Street and the Battery to the location, and from the location to some point between 125th Street and the Battery; an employee who opts to take the available transportation shall not be compensated for any travel or waiting time necessitated thereby.

(5) If an employee is requested to report for shooting for any call to that part of New Jersey from the Hackensack River in the west to the Hudson River in the east and from the New Jersey Turnpike to the Liberty State Park in the south to Route 80 to the George Washington Bridge in the north, the employee's time shall commence when so reporting and shall end when dismissed.

(6) A Script Supervisor hired in New York, New Jersey, Connecticut, Delaware or Pennsylvania (other than the area within a fifty (50) mile radius of Pittsburgh) who is transported by the Employer to a location within any of the remaining states covered by Part III of this Agreement or to a location within the geographic coverage of Part IV of this Agreement and is required to remain at such location and be lodged overnight shall be considered a Distant Hire. Distant Hires shall be paid "portal-to-portal." In all cases, this shall be based on the time of travel from the housing accommodations provided to the Distant Hires generally and the applicable production location.

(b) The following provisions are applicable to Production Office Coordinators and Assistant Production Office Coordinators only:

(1) When an employee is assigned to start a work day at any studio, as defined in subparagraph (d) below, within the five (5) boroughs, the Nassau or Suffolk counties, or within a radius of thirty (30) miles of Columbus Circle, the employee's time will be counted when reporting to such studio and shall end at such studio.

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

(A) The Thirty (30) Mile Zone

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

The bargaining parties hereby confirm that for employees who are required to report to work at a studio located within the thirty (30) mile zone, work time begins at call time on the set and ends at time of dismissal. Likewise, the rest period begins at time of dismissal on the set and ends at call time on the set.

(B) Nearby Locations

Any employee who is required to report to a nearby location (*i.e.*, a location other than a distant (overnight) location which is outside the thirty (30) mile report-to zone) shall be paid mileage based on 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 that is calculated by adding 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 the perimeter of the area bounded by 125th Street and the Battery to the call time, and shall end after the 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.

(C) A designated representative of the Employer and a designated representative of the Union shall determine the amount of

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

(3) The following shall apply outside the New York metropolitan area:

(A) Local, Nearby and Distant Hires

(i) A Local Hire is defined as any employee whose principal residence is within seventy-five (75) miles of the respective production location.

(ii) A Nearby Hire is defined as any employee whose principal residence lies more than seventy-five (75) miles outside the production location, but within the state of New York, New Jersey, Connecticut, Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island or Vermont or in Washington D.C. Such employee shall be paid a weekly living allowance of no less than $420 per week, or $60 per day prorated (no less than $490 per week, or $70 per day prorated, effective March 9, 2025; $560 per week, or $80 per day prorated, effective March 8, 2026; and $630 per week, or $90 per day prorated, effective March 7, 2027).

(iii) A Distant Hire is defined as any employee who is not a Local Hire and whose principal residence is outside the geographical definition of a Nearby Hire, as defined in subparagraph (ii) above. Such employee shall be provided with reasonable single occupancy hotel accommodations.

(iv) The Employer may request employees to sign a written statement attesting to their principal residency. A false statement of residency may result in immediate discharge.

(B) Production Zone: The "production zone" is defined as the area within a circle which has a radius of thirty (30) miles measured from the Employer's production office.

(C) Nearby Location: Employees requested to report to any production location outside the "production zone" shall be paid travel time and a mileage allowance as described herein, unless the Employer provides transportation. The Employer shall provide transportation to all production locations to all employees who are housed by the Employer.

(D) 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 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 Employer may make other arrangements with the employee for payment as allowed under applicable law (*e.g.*, car allowance).

(E) Travel Time: Employees shall be paid at their regular hourly rate for all time traveling to and from any production location outside the "production zone," measured from the edge of the zone to the production location.

(F) Local and Nearby Hires: Local and Nearby Hires shall be paid "set to set." Local Hires shall not be compensated for mileage unless requested to use their vehicle outside of the thirty (30) mile "production zone" as stated in subparagraph (b)(3)(C) above.

(G) Distant Hires: Distant Hires shall be paid "portal-to-portal." In all cases, this shall be based on the time of travel from the housing accommodations provided to the Distant Hires generally and the applicable production location.

(c) An employee who is a Distant Hire, as defined in Article 24(b)(3)(A)(iii) or 24(a)(6) above, shall be guaranteed a minimum of eight (8) hours' straight time pay for each day on location. When no work is performed on a sixth or seventh day in the workweek, the employee shall receive an allowance equivalent to four (4) hours pay at the minimum wage rate, which shall not be considered work time, plus pension and health and welfare contributions for eight (8) hours. In the case of Distant Hire employees for whom the Employer is obligated to make an aggregate pension, health and welfare and annuity contribution for regular workdays, only the amount of the aggregate contribution allocated to pension and health and welfare shall be payable for idle days.

(d) A "studio" shall be defined, for purposes of this Agreement, as any facility with a production office and one or more sound stage(s) that is used for motion picture productions on other than a temporary basis. Examples of studios include but are not limited to: Steiner Studios (Brooklyn), Silvercup Studios (Long Island City, Queens, Bronx), Meadowlands Arena fka Izod Center, Kearny Point, Palisades States (Kearny, NJ), Haven Studios (Mount Vernon, NY), 21 Caven Point Avenue (Jersey City, NJ).

ARTICLE 25. TRAVEL/TRANSPORTATION

(a) For any day of the week (including holidays) on which the employee travels only, the employee shall receive an allowance equal to 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. For employees employed within New York, New Jersey or Connecticut, effective March 9, 2025, Employer shall make pension and health contributions based on the employee's actual travel time on such days, with a minimum of four (4) hours and a maximum of eight (8) hours. For employees employed outside of New York, New Jersey or Connecticut but within the jurisdiction of Part III of this Agreement, effective March 9, 2025, 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.

(b) When an employee is required to travel by air, the Employer shall provide such employee with $100,000 of flight insurance.

(c) First class transportation shall be furnished by the Employer to and from location. Jet coach travel, on a regularly-scheduled commercial airline, shall be deemed first class transportation.

(d) Employees shall not be required to drive or furnish transportation vehicles.

(e) All regular meals shall be furnished by the Employer while traveling, except that the Employer shall provide the employee with a meal allowance, in the appropriate amount listed in Article 16, if no regular meal is furnished while the employee is traveling.

ARTICLE 25.1 COURTESY HOUSING OR TRANSPORTATION

(a) Prior to March 9, 2025, upon request of an employee who is required to work in excess of fourteen (14) hours and who advises the Employer that the employee is too tired to drive home safely, Employer shall provide the employee either courtesy housing or round trip transportation from the designated crew parking area to home and return at the Employer's expense.[15] The Employer shall have no responsibility for the personal vehicle of an employee who elected to use the employee's personal vehicle in lieu of Employer-provided transportation.

[15] Round trip transportation may include public transportation if reasonable under the circumstances.

(b) Effective March 9, 2025, when an employee is required to work in excess of fourteen (14) hours, Employer shall offer the employee either courtesy housing or round trip transportation,[16] 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. 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 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.

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, the Employer shall have no responsibility for the personal vehicle of the employee.

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 Distant Hire terms and conditions.

[16] Round trip transportation may include public transportation if reasonable under the circumstances.

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:

(1) The employee's work time ends upon arrival at the courtesy housing (except as provided in subparagraph (c) below).

(2) 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.

(3) 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.)

ARTICLE 25.2 USE OF PERSONAL VEHICLE

Effective March 9, 2025, when an employee uses a personal vehicle at the Employer's request to conduct business for the Employer during the workday (and not for commuting purposes), the Employer shall reimburse the employee for parking and toll road fees that are necessarily incurred and pre-approved by the Employer and for mileage at the then-current IRS rate or shall make other arrangements with the employee for payment as allowed under applicable law (*e.g.*, car allowance). It is understood that if transportation is offered by the Employer, no reimbursement of any kind is required for the employee's use of a personal vehicle.

ARTICLE 26. HAZARDOUS WORK

(a) An employee shall not be required to jeopardize any working opportunities by having to perform work that is considered hazardous.

(b) The following allowances shall be paid if an employee hereunder does, however, agree to perform services while on aerial

flights, space flights, submarine dives, or work in combat zones: $40.00 for each flight or dive or incident with a maximum of $80.00 per day. In the event work is performed under any of the above circumstances, the Employer shall cover the employee for the duration of the assignment with a personal accident insurance policy insuring against death and/or dismemberment, in the amount of $100,000 payable to the beneficiary designated by the employee, and providing for a weekly indemnity of $100.00 in the event of total disability, as such term is commonly understood in the insurance field, for a period of fifty-two (52) weeks.

(c) The Employer shall provide suitable wearing apparel for abnormally cold or wet work.

(d) If a difference of opinion arises as to whether an assignment is hazardous, the question shall be settled between the Employer's Production Manager and the Business Agent of Local 161.

ARTICLE 27. SCREEN CREDITS

(a) Screen credits shall be granted to the Script Supervisor and Production Office Coordinator whenever credits are given to the Director, unless, within five (5) days after the request for such credit is made by the individual to the Employer in advance of the start of principal photography, the Employer objects thereto by giving notice in writing to Local 161.

(b) The screen credit requirements herein shall only apply to New York-based productions.

ARTICLE 28. PENSION, WELFARE, AND ANNUITY FUNDS

(a) Plan Merger for Employees Employed in New York, New Jersey and Connecticut

Effective January 1, 2005, the Pension Fund of Local 161, IATSE (hereinafter "the Local 161 Pension Fund"), the Welfare Fund of Local 161, IATSE (hereinafter "the Local 161 Welfare Fund"), and the Local 161 Annuity Trust Fund (hereinafter "the Local 161 Annuity Fund") (all of which are hereinafter collectively referred to as "the Local 161 Funds") were merged into the Motion Picture Industry Pension and Health Plans with respect to those participants employed in New York, New Jersey and Connecticut under the Local 161 Agreement and the assets and liabilities related to those participants.

(b) Impact on Post '60s and Supplemental Markets Payments

The merger of the Local 161 Funds and the Industry Plans shall have no impact on the calculation of or amount payable under the Post '60s and Supplemental Markets provisions of the Producer - IATSE Basic Agreement or the IATSE Videotape Electronics Supplemental Basic Agreement.

In consideration of the merger agreement, and the Employers' agreement with the pension and health contribution provisions set forth below, Local 161 and the IATSE separately agree as follows: (1) Local 161 agrees that, prior to the expiration of this Agreement, it will not propose any payment for the exploitation of theatrical or television motion pictures on free television or in "Supplemental Markets," as that term is defined in Article XXVIII of the IATSE Basic Agreement; and (2) the IATSE agrees to execute a separate letter of agreement affirming that, prior to the expiration date of this Agreement, it will not propose any change in the payment due under the Post '60s or Supplemental Markets provisions of the IATSE Basic Agreement which takes into account, is tied to, or is by reason of the fact that individuals have been employed on the motion picture under the Local 161 Agreement, the number of individuals employed under the Local 161 Agreement or the salaries paid to individuals employed under the Local 161 Agreement.

(c) Contribution Rates for Employees Employed in New York, New Jersey or Connecticut

The following shall govern Pension, Health and Individual Account Plan contributions for employees employed in New York, New Jersey or Connecticut and employees hired in New York, New Jersey or Connecticut to work outside those three states, but within the geographic jurisdiction of this Agreement.

(1) Pension and Health - Basic Rate

An Employer which qualifies as a "$15 Million Contributor" (as defined below) shall make pension and health contributions as follows:

(A) Pension Plan

The Employer shall pay to the Motion Picture Industry Pension Plan a total of one dollar eighty and sixty-five hundredths cents ($1.8065) for each hour worked by or guaranteed an employee by such Employer.

(B) Health Plan

For the period commencing March 3, 2025 to and including March 9, 2025, the Employer shall pay to the Motion Picture Industry Health Plan five dollars seventy-one and three-tenth cents ($5.713) for each hour worked by or guaranteed an employee by such Employer under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

For the period commencing March 9, 2025 to and including March 7, 2026, the Employer shall pay to the Motion Picture Industry Health Plan seven dollars ten and three-tenth cents ($7.103) for each hour worked by or guaranteed an employee by such Employer under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

For the period commencing March 8, 2026 to and including March 6, 2027, the Employer shall pay to the Motion Picture Industry Health Plan seven dollars fifty-five and three-tenth cents ($7.553) for each hour worked by or guaranteed an employee by such Employer under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

For the period commencing March 7, 2027 to and including March 4, 2028, the Employer shall pay to the Motion Picture Industry Health Plan eight dollars zero and three-tenth cents ($8.003) for each hour worked by or guaranteed an employee by such Employer under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

(ii) For a dental plan, the Employer shall pay to the Health Plan eighteen and seven-tenths cents ($0.187) for each hour worked by or guaranteed an employee by such Employer under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

(iii) For a vision care plan, the Employer shall pay to the Health Plan five cents ($0.05) for each hour worked by or guaranteed an employee by such Employer under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

(C) Retired Employees Fund

(i) Employer shall pay to the Industry Pension Plan, as agent for transmittal to the Motion Picture Industry Health Plan – Retired Employees Fund, thirty cents ($0.30) for each hour worked by

or guaranteed an employee by such Employer under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

(ii) For a dental plan, the Employer shall pay to the Retired Employees Fund five and one-tenth cents ($0.051) for each hour worked by or guaranteed an employee by such Employer under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

(iii) For a vision care plan, the Employer shall pay to the Retired Employees Fund two cents ($0.02) for each hour worked by or guaranteed an employee by such Employer under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

It is understood that any Employer which has been recognized or is hereafter recognized by the Motion Picture Industry Pension and Health Plans as a "$15 Million Contributor," and any entity related to or affiliated with such Employer that exists now or may exist in the future, qualifies as a "$15 Million Contributor."

(2) Pension and Health - Actual Cost Rate

An Employer which does not qualify as a "$15 Million Contributor" shall make pension and health contributions to the Industry Plans at rates based on the determination of the actuaries and consultants to be the actual hourly cost of benefits and approved by the Directors of the Industry Plans ("Actual Cost Rate").[17] The "Actual Cost Rate" shall be subject to adjustment not more frequently than once per year.

(3) Individual Account Plan

The Employer shall pay to the Motion Picture Industry Individual Account Plan six percent (6%) of the scale regular basic hourly rate of pay for all hours worked or guaranteed.

(4) Commencing with the quarter ending September 30, 2024 and at the end of every subsequent calendar quarter during the term of the 2024 IATSE Basic Agreement, the consultants for the Health Plan shall project the level of reserves in the Active Employees Fund and in

[17] As of March 5, 2025, the "Actual Cost Rate" was $5.209 per hour to the Pension Plan, $10.345 per hour to the Active Employee Health Plan and $1.960 per hour to the Retired Employees Health Plan, for a total of $17.514 per hour.

As of March 23, 2025 the "Actual Cost Rate" is $6.096 per hour to the Pension Plan, $10.935 per hour to the Active Employee Health Plan and $2.280 per hour to the Retired Employees Health Plan, for a total of $19.311 per hour.

the Retired Employees Fund for the term of the 2024 IATSE Basic Agreement.

(5) If, at an time during the term of the 2024 IATSE Basic Agreement, the consultants project that the level of reserves in the Active Employees Fund will fall below six (6) months, or that the level of reserves in the Retired Employees Fund will fall below eight (8) months, then up to one percent (1%) shall be reallocated from wages and/or the Individual Account Plan, or any combination thereof, as determined by the IATSE, until such time as the reserves are restored to the six (6) or eight (8) month level, as applicable. It is understood that this may occur more than once during the term of the Agreement.

(d) Plan Merger for Employees Employed Within the Jurisdiction of Local 161, But Outside of New York, New Jersey and Connecticut

Effective January 1, 2005, the Local 161 Funds were merged into the IATSE National Benefit Plans with respect to those participants employed within the jurisdiction of Local 161 outside of New York, New Jersey and Connecticut, and the assets and liabilities related to those participants. Accordingly, contributions with respect to those employees employed within the jurisdiction of Local 161 in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island and Vermont and in the District of Columbia shall be directed to the IATSE National Benefit Plans and shall be allocated among the IATSE National Pension Fund, the IATSE National Health Plan and Welfare Fund and the IATSE Annuity Fund as determined by the collective bargaining parties.

(e) Pension, Health and Welfare and Annuity Fund Contributions For Employees Hired and Working Outside New York, New Jersey or Connecticut, But Within the Geographic Jurisdiction of this Agreement

(1) Theatrical Motion Pictures

For employees employed on theatrical motion pictures in the States of Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island or Vermont or in the District of Columbia (other than those hired in New York, New Jersey, Connecticut or Florida to work in the listed states), in lieu of an hourly Pension and Health and Welfare contribution and a separate Annuity Fund contribution, the Employer shall make an aggregate contribution to the Pension, Health and Welfare and Annuity Funds of $175.00 per day effective March 9, 2025 ($190.00 per day effective March 8, 2026 and $205.00 per day

effective March 7, 2027) for each employee employed on such motion pictures. The allocation of the above-described per day contribution shall be agreed upon by the parties; however, the entire amount of the increase in the first year of the Agreement shall be allocated to the IATSE National Health and Welfare Fund, and the $15.00 per day increase in the contribution rate in the second year and the $15.00 per day increase in the contribution rate in the third year of the Agreement shall be proportionate to the allocation for "non-Maryland" rates under the 2024 IATSE Area Standards Agreement.

(2) Television Motion Pictures

For employees employed on television motion pictures in the States of Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island or Vermont or in the District of Columbia (other than those hired in New York, New Jersey or Connecticut to work in the listed states), in lieu of an hourly Pension and Health and Welfare contribution and a separate Annuity Fund contribution, the Employer shall make an aggregate Pension, Health and Welfare and Annuity Fund contribution of $175.00 per day effective March 9, 2025 ($190.00 per day effective March 8, 2026 and $205.00 per day effective March 7, 2027) for each employee employed on such motion pictures. The allocation of the above-described per day contribution shall be agreed upon by the parties; however, the entire amount of the increase in the first year of the Agreement shall be allocated to the IATSE National Health and Welfare Fund, and the $15.00 per day increase in the contribution rate in the second year and the $15.00 per day increase in the contribution rate in the third year of the Agreement shall be proportionate to the allocation for "non-Maryland" rates under the 2024 IATSE Area Standards Agreement.

(f) Administration of Pension, Health and Welfare and Annuity Funds and Individual Account Plans

(1) The requirement to make pension and health and welfare contributions is conditioned on them being tax-deductible. To the extent such contributions are not tax-deductible, those contributions instead will be made to the Annuity Fund or the Individual Account Plan, as applicable.

(2) The Employer shall not be liable in any respect because of the neglect, failure or refusal of any other Employer to make payments to the Motion Picture Industry Plans or to the IATSE National Benefit Funds, or to file reports as required under the provisions of any agreement between any other Employer and Local 161.

(3) The right of the Trustees of said Funds to enforce collections of contributions due hereunder shall in no way affect or diminish the right of Local 161 to enforce the terms of this Agreement.

(4) Local 161 shall be considered an employer solely for the purpose of being allowed to make contributions to the Motion Picture Industry Pension and Health Funds and Individual Account Plan on behalf of its officers and employees. In addition, retirees under the Motion Picture Industry Pension Plan or the IATSE National Pension Fund may be covered, either in whole or in part, for benefits under the Motion Picture Industry Health Plan or the IATSE National Health and Welfare Fund, as applicable, if and to the extent so determined by the Trustees of the respective Plans or Funds.

(5) The bargaining parties agree to recommend to the Directors of the Motion Picture Industry Pension Plan that the pension improvements negotiated for the bargaining unit under the 2024 Producer-IATSE Basic Agreement shall likewise apply to the Local 161 bargaining unit as applicable.

(6) Contributions which were formerly directed to the Local 161 Annuity Trust Fund, prior to the mergers referred to in subparagraphs (a) and (d) above, and which are now directed to either the Motion Picture Industry Individual Account Plan or to the IATSE Annuity Fund, are in lieu of any and all vacation payments and vacation provisions formerly included in this Agreement.

(7) During the 2022 negotiations, the Union expressed a desire for individuals who typically work under the IATSE Area Standards Agreement and make contributions to the 401(k) feature of the IATSE Annuity Fund to continue to be able to make contributions to that Fund when they are working under the Motion Picture Theatrical and TV Series Production Agreement or the Supplemental Digital Production Agreement, in lieu of making contributions to the Local 52 401(k) Plan. The Employers agree to conduct a study during the term of the Agreement regarding the possibility of allowing such employees to make contributions to the IATSE Annuity Fund in accordance with the rules of that Fund while they are working under the Motion Picture Theatrical and TV Series Production Agreement or the Supplemental Digital Production Agreement, which shall include an analysis of the administrative burdens and whether doing so would cause the Employers to incur increased costs.

(g) Production Accountants

The Directors of the Motion Picture Industry Pension and Health Plans have amended the non-affiliate eligibility resolution regarding pension and health contributions for production accountants to allow pension and health contributions to be made to the Motion Picture Industry Pension and Health Plans on behalf of production accountants working in New York or New Jersey or who are hired by the Employer in New York or New Jersey to perform services outside those states, but within the limits of the United States, its territories and Canada.

ARTICLE 28.1 401(k) PLAN

The Employers agree that individuals employed under the Local 161 Agreement may participate in the Local 52 401(k) Plan, subject to the same terms and conditions as individuals employed under the Local 52 Agreement.

ARTICLE 29. VACATION

Except as otherwise provided in this Agreement, individuals employed under the Local 161 Agreement in New York, New Jersey or Connecticut or individuals hired in New York, New Jersey or Connecticut to work outside those states, but within the geographic jurisdiction of the Local 161 Agreement, shall be paid vacation pay in the amount of one percent (1%) of the applicable straight time hourly scale rate of pay for all hours worked at straight time.

ARTICLE 30. EARNINGS REPORT

Upon request of Local 161 to the Employer, the Employer will authorize its payroll company to provide the Union, not more frequently than once per calendar month, with an earnings report for employees covered under Part III of this Agreement.

ARTICLE 31. IATSE TRAINING TRUST FUND

(a) Employer shall contribute to the IATSE Training Trust Fund forty dollars ($40.00) for each shooting day on which the Employer employs an individual in New York, New Jersey or Connecticut under the terms of this Agreement, with a maximum contribution of two thousand five hundred dollars ($2,500) per calendar year per Employer. An Employer will be deemed to have reached the maximum contribution

to the IATSE Training Trust Fund of two thousand five hundred dollars ($2,500) per calendar year under this subparagraph (a) when the total contribution by Employers within the same corporate family as the Employer has reached two thousand five hundred dollars ($2,500) per calendar year. Contributions hereunder shall be due within ninety (90) days following receipt of an invoice from the IATSE Training Trust Fund to be sent after the end of the calendar year.

(b) Employer shall contribute to the IATSE Training Trust Fund seven cents ($0.07) per hour for each hour worked, up to a maximum of twelve (12) hours per day, by an employee employed under Part III of this Agreement, but outside New York, New Jersey and Connecticut (*i.e.*, for each employee employed in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont or the District of Columbia).

ARTICLE 32. SAFETY CONTACT INFORMATION

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

ARTICLE 33. FURNISHING OF EQUIPMENT

When the Employer requires an employee to utilize the employee's own equipment to perform job duties, the Employer shall reasonably compensate the employee for the use, including the cost of any software specifically approved by the Employer.

IV. WORKING CONDITIONS FOR EMPLOYEES WORKING IN FLORIDA, GEORGIA, MARYLAND, NORTH CAROLINA, SOUTH CAROLINA, VIRGINIA AND WEST VIRGINIA

Except as otherwise provided in Article 37:

Effective March 9, 2025, the working conditions for employees working on theatrical or television motion pictures in Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia and West Virginia (the "Southeastern States") shall be as provided below. Prior to March 9, 2025, the working conditions set forth in Part IV of the 2022 Motion Picture Theatrical and Television Series Production Contract shall apply.

ARTICLE 34. WORK DAY

(a) A work day consists of a minimum of eight (8) hours, excluding meal periods.

A four (4) hour minimum call shall apply for any day on which an employee does not work and reports for training at the request of an individual Employer. The Employer shall contribute the amount due under Article 37 to the IATSE National Benefit Funds. If the training exceeds four (4) hours, then an eight (8) hour minimum call shall apply, and the Employer shall make contributions to the IATSE National Benefit Funds pursuant to Article 37. (An employee hired in New York, New Jersey or Connecticut to work outside those three states, but within the geographic jurisdiction of this Agreement, shall have pension, health and IAP contributions made on the employee's behalf pursuant to Article 28(c) on the basis of eight (8) hours.)

(b) A work day starting on one calendar day and running into the next calendar day shall be credited to the first calendar day, except that an employee whose work shift overlaps into a holiday or from a holiday into the next day shall be paid at double time for those hours worked on the calendar holiday.

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

ARTICLE 35. WORKWEEK

A workweek consists of either five (5) consecutive or six (6) consecutive work days out of any seven (7) consecutive calendar days, commencing with the first day worked. (The sixth day worked need not be consecutive when the Employer has established a regular workweek consisting of five (5) days.) The workweek may be shifted two (2) times without incurring additional costs during principal photography for each production (in the case of episodic television, the workweek may be shifted two (2) times between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one week)). Any workweek shift shall be subject to a minimum thirty-two (32) hour rest period.

ARTICLE 36. OVERTIME AND PREMIUM PAY

(a) For all hours worked after eight (8) hours of work on the first through the fifth work days in a workweek or after forty (40) straight time hours of work in a workweek, and for the first twelve (12) hours worked (or for the first fourteen (14) elapsed hours if applicable under subparagraph (b)(2) below) on a sixth work day in a workweek, an employee shall be paid one and one-half (1½) times the employee's regular hourly rate.

(b) (1) For all hours worked in excess of twelve (12) hours of work on any work day when an employee is employed on a theatrical motion picture, an employee shall be paid two (2) times the employee's regular basic hourly rate, and effective March 9, 2025, 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 March 9, 2025).

(2) An employee employed on a television motion picture, season of a series or a mini-series commencing principal photography prior to March 9, 2025, shall be paid overtime as follows:

Two (2) times the employee's regular hourly rate 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 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 employed on any of the following productions:

(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 March 9, 2025, 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 basic hourly rate, except that effective March 9, 2025, 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 March 9, 2025).

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

ARTICLE 37. PENSION FUND, WELFARE FUND AND ANNUITY FUND CONTRIBUTIONS

(a) Plan Merger for Employees Employed Within the Jurisdiction of Local 161, But Outside of New York, New Jersey and Connecticut

Effective January 1, 2005, the Local 161 Funds were merged into the IATSE National Benefit Plans with respect to those participants

employed within the jurisdiction of Local 161 outside of New York, New Jersey and Connecticut, and the assets and liabilities related to those participants. Accordingly, contributions with respect to those employees employed in the jurisdiction of Local 161 within the Southeastern States shall be directed to the IATSE National Benefit Plans and shall be allocated among the IATSE National Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund as determined by the collective bargaining parties.

(b) For employees working on theatrical motion pictures in Florida, the Employer shall be obligated to make an aggregate Pension, Health and Welfare and Annuity Fund contribution of $175.00 per day effective March 9, 2025 ($190.00 per day effective March 8, 2026 and $205.00 per day effective March 7, 2027) for each employee employed on such motion pictures. The allocation of the above-described per day contribution shall be agreed upon by the parties; however, the entire amount of the increase in the first year of the Agreement shall be allocated to the IATSE National Health and Welfare Fund, and the $15.00 per day increase in the contribution rate in the second and third year of the Agreement shall be proportionate to the allocation for "non-Maryland" rates under the 2024 IATSE Area Standards Agreement.

(c) For employees working on theatrical motion pictures in Georgia, Maryland, North Carolina, South Carolina, Virginia and West Virginia, the Employer shall be obligated to make an aggregate Pension, Health and Welfare and Annuity Fund contribution of $175.00 per day effective March 9, 2025 ($190.00 per day effective March 8, 2026 and $205.00 per day effective March 7, 2027) for each employee employed on such motion pictures. The allocation of the above-described per day contribution shall be agreed upon by the parties; however, the entire amount of the increase in the first year of the Agreement shall be allocated to the IATSE National Health and Welfare Fund, and the $15.00 per day increase in the contribution rate in the second and third year of the Agreement shall be proportionate to the allocation for "non-Maryland" rates under the 2024 IATSE Area Standards Agreement.

(d) For employees working on television motion pictures in Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia and West Virginia, the Employer shall be obligated to make an aggregate Pension, Health and Welfare and Annuity Fund contribution of $175.00 per day effective March 9, 2025 ($190.00 per day effective March 8, 2026 and $205.00 per day effective March 7, 2027) for each employee employed on such motion pictures. The allocation of the above-described per day contribution shall be agreed upon by the parties; however, the entire amount of the increase in the first year of the Agreement shall be allocated to the IATSE National Health and Welfare

Fund, and the $15.00 per day increase in the contribution rate in the second and third year of the Agreement shall be proportionate to the allocation for "non-Maryland" rates under the 2024 IATSE Area Standards Agreement.

(e) Notwithstanding the above provisions, any employee who is hired in New York, New Jersey or Connecticut to work in the Southeastern States shall receive the applicable fringe benefit amounts payable for persons working in New York, as set forth in Article 28(c).

(f) Subparagraphs (f)(1)-(3), (6) and (7) of Article 28 shall also apply to employees working on motion picture productions in Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia and West Virginia.

ARTICLE 38. REST PERIODS

(a) Daily Rest Period

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

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

(3) Prior to June 8, 2025, the penalty for a violation of the rest period (*i.e.*, for allowing less than the applicable rest period), shall be to pay for the invaded hours only at an additional straight time.

(4) Effective June 8, 2025, 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 (3) shall not apply to motion pictures, parts of a mini-series or episodes of a series which commence principal photography prior to June 8, 2025.

(b) Weekend Rest Period[18]

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

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

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

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

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

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

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

(iii) Employer may utilize the foregoing exceptions:

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

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

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

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

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

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

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

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

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

(5) Measurement of the weekend rest period shall be the same as applies to the daily rest period in this Article 38, except that the measurement of the weekend rest period for an employee who is required by the Employer to remain away from home overnight on distant location shall be "set-to-set" or, if the employee is not employed on a set, "worksite-to-worksite," meaning the measurement for the weekend rest period shall commence upon dismissal at the set (or at the worksite) and end at call time at the set (or at the worksite).

(6) Prior to June 8, 2025, employees who do not receive a full weekend rest period shall receive additional straight time for all invaded hours.

Effective June 8, 2025, the penalty for invasion of the weekend rest period as provided herein shall be a payment for invaded hours only at additional double time. If the weekend 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 weekend rest period is invaded by more than one-half hour, the penalty shall be computed in one-tenth hour increments (*e.g.*, a thirteen (13) minute invasion would result in payment of additional double time for one-half hour, and a thirty-six (36) minute invasion would result in payment of additional double time for six-tenths of an hour). This subparagraph (c) shall not apply to motion pictures, parts of a mini-series or episodes of a series which commence principal photography prior to June 8, 2025.

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

ARTICLE 39. LOCAL, NEARBY AND DISTANT HIRES

(a) A Local Hire is defined as any employee whose principal residence is within seventy-five (75) miles of the respective production location.

(b) A Nearby Hire is defined as any employee whose principal residence lies more than seventy-five (75) miles outside the production location, but within the state of Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia or West Virginia. Such employee shall be paid a weekly living allowance of no less than $420 per week, or $60 per day prorated (no less than $490 per week, or $70 per day prorated, effective March 9, 2025; $560 per week, or $80 per day prorated, effective March 8, 2026; and $630 per week, or $90 per day prorated, effective March 7, 2027).

(c) A Distant Hire is defined as any employee who is not a Local Hire or a Nearby Hire, as defined in Article 39(a) or (b) above. Such employee shall be provided with reasonable single occupancy hotel accommodations.

(d) The Employer may request employees to sign a written statement attesting to their principal residency. A false statement of residency may result in immediate discharge.

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

Effective	**March 9, 2025**	**March 8, 2026**	**March 7, 2027**
Breakfast	$11.50	$14.00	$16.00
Lunch	$16.00	$21.00	$22.00
Dinner	$32.00	$35.00	$37.00
Total Per Diem	$59.50	$70.00	$75.00

(f) Any meals provided by the Employer may be deducted from per diem at the above-stated rates.

ARTICLE 40. LIABILITY INSURANCE

The Employer must carry appropriate liability insurance and provide Workers' Compensation coverage for all employees.

ARTICLE 41. IDLE PAY

(a) Distant Hires The Employer shall pay each Distant Hire employee four (4) hours at the employee's scale hourly rate for each idle sixth or seventh day in a workweek, plus pension and welfare contributions for eight (8) hours. In the case of Distant Hire employees for whom the Employer is obligated to make an aggregate pension, health and welfare contribution for regular workdays, only the amount of the aggregate contribution allocated to pension and welfare shall be payable for idle days.

(b) Nearby Hires For six (6) day workweeks only, the Employer shall make a daily benefit plan contribution on behalf of each Nearby Hire employee for each idle seventh day in an amount equal to that portion of the aggregate pension, welfare and annuity contribution which is allocated to pension and welfare.

ARTICLE 42. MEALS

(a) Meal periods shall not be less than one-half (½) hour nor more than one (1) hour in length. Not more than one (1) meal period shall be deducted from work time for an employee during the minimum call. A second meal period may be deducted from work time for those employees who work in excess of the minimum call. The minimum guarantee of work time after a second meal shall be one and one-half (1½) hours except when such meal is provided at the Employer's expense. With the exception of "off production" employees, meals shall be provided by the Employer or a meal allowance shall be paid. However, when the Employer furnishes meals to a shooting unit, and an "off production" crew is working on the same site at the same time for the same production, the Employer will either furnish meals to the "off production" crew or pay the "off production" crew a meal allowance. Payments of per diem to an employee shall be deemed to satisfy the meal allowance obligation.

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

no earlier than two (2) hours after such employee reports for work except that persons called up to two (2) hours earlier than the regular crew call who are provided with a non-deductible hot breakfast and time to sit and eat (within one (1) hour before or after the regular crew call) will have their first deductible meal period due at the same time as a meal is due for the regular crew.

(c) Meal intervals may be extended twelve (12) minutes without penalty when used for completing a camera set-up in progress or one-half (½) hour for wrap if the employee is dismissed within one-half (½) hour. If the employee is not dismissed within said one-half (½) hour extension, meal penalty shall be computed from the end of the sixth hour following the previous meal.

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

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

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

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

Third and fourth half-hour (½) meal delay
or fraction thereof.....$12.50

Fifth and each succeeding half-hour (½) meal delay
or fraction thereof.....$25.00

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

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

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

Third and fourth half-hour (½) meal delay
or fraction thereof.....$13.50

Fifth and each succeeding half-hour (½) meal delay
or fraction thereof.....$25.00

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

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

(f) As an alternative to the foregoing provisions of this Paragraph as they relate to "on production" employees, the Employer, at its option, may institute "French hours" on a daily basis for "on production" employees, with the approval of a majority of the IATSE-represented crew. Hot catered food shall be available during the shooting day. An employee's consent to the use of a "French hours" meal system shall not be a condition of employment.

ARTICLE 43. HOLIDAYS

The following days shall be recognized as holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth, Fourth of July, 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 work day 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 series made for basic cable or The CW. There shall be a 50% reduction in pay for any holiday not worked for employees working on the third production season of any series made for basic cable or The CW. 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 38(c) above.

ARTICLE 44. TRAVEL

(a) Production Zone: The "production zone" is defined as the area within a circle which has a radius of thirty (30) miles measured from the Employer's production office.

(b) Nearby Location: Employees requested to report to any production location outside the "production zone" shall be paid travel time and a mileage allowance as described herein, unless the Employer provides transportation. The Employer shall provide transportation to all production locations to all employees who are housed by the Employer.

(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 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 Employer may make other arrangements with the employee for payment as allowed under applicable law (*e.g.*, car allowance).

(d) Travel Time: Employees shall be paid at their regular hourly rate for all time traveling to and from any production location outside the "production zone," measured from the edge of the zone to the production location.

(e) Local and Nearby Hires: Local and Nearby Hires shall be paid "set to set." Local Hires shall not be compensated for mileage unless requested to use their vehicle outside of the thirty (30) mile production zone as stated in subparagraph (b) above.

(f) Distant Hires: Distant Hires shall be paid "portal-to-portal." In all cases, this shall be based on the time of travel from the housing accommodations provided to the Distant Hires generally and the applicable production location.

(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 March 9, 2025, 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.

ARTICLE 44.1 USE OF PERSONAL VEHICLE

Effective March 9, 2025, when an employee uses a personal vehicle at the Employer's request to conduct business for the Employer during the workday (and not for commuting purposes), the Employer shall reimburse the employee for parking and toll road fees that are necessarily incurred and pre-approved by the Employer and for mileage at the then-current IRS rate or shall make other arrangements with the employee for payment as allowed under applicable law (*e.g.*, car allowance). It is understood that if transportation is offered by the Employer, no reimbursement of any kind is required for the employee's use of a personal vehicle.

ARTICLE 45. PAYMENT OF WAGES

Wages must be paid to employees no later than the Friday following the end of each production workweek.

ARTICLE 46. HAZARDOUS WORK

(a) The Employer will not require any employee to perform any work that the employee reasonably considers to present a clear and present danger to the employee's health and safety.

(b) An employee requested to perform hazardous work may negotiate a special rate for performing such work. If no agreement is reached, the employee's work opportunities will not be jeopardized by refusing to perform such work.

(c) The Employer will strictly conform with all recognized industry health and safety standards and all applicable health and safety rules and regulations.

ARTICLE 47. CANCELLATION OF CALLS AND WEATHER-PERMITTING CALLS

(a) In the event of cancellation for previously called employees, it is understood that if notification is not given by 6:00 p.m. of the previous day's work, then the employee shall be paid an eight (8) hour minimum call.

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

(c) The Employer may issue a "weather-permitting" call for extreme heat, extreme cold, extreme wind, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions or hurricanes to employees prior to their dismissal for the day and to persons not on payroll up to twelve (12) hours before their call time (even if a call has previously been given). The Employer shall provide notice to the Union upon issuance of a "weather-permitting" call. The Employer may cancel a "weather-permitting" call up to four (4) hours prior to the call time.

In the event an employee is notified not to report to work, the employee shall be paid four (4) hours of pay at straight time, and the Employer shall contribute one-third (⅓) of the amount due under Article 37 to IATSE National Benefit Funds. (An employee hired in New York, New Jersey or Connecticut to work outside those three states, but within the geographic jurisdiction of this Agreement, shall be paid four (4) hours of pay at straight time, which shall be subject to pension, health and IAP contributions pursuant to Article 28(c).) However, if the

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

The foregoing is in addition to the Employer's rights under Article 47(a) and (b) above. Hours paid for a cancelled "weather-permitting" call shall not be counted for purposes of calculating overtime.

Local 161 agrees that it will not unreasonably deny a request by the Employer to issue a "weather-permitting" call under this Article 47(c) for other weather conditions.

ARTICLE 48. EARNINGS REPORT

Upon request of Local 161 to the Employer, the Employer will authorize its payroll company to provide the Union, not more frequently than once per calendar month, with an earnings report for employees covered under Part IV of this Agreement.

ARTICLE 49. IATSE TRAINING TRUST FUND

Employer shall contribute to the IATSE Training Trust Fund seven cents ($0.07) per hour for each hour worked, up to a maximum of twelve (12) hours per day, by an employee employed under Part IV of this Agreement (*i.e.*, for each employee employed in Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia or West Virginia).

ARTICLE 50. SAFETY CONTACT INFORMATION

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

ARTICLE 51. COURTESY HOUSING OR TRANSPORTATION

(a) Prior to March 9, 2025, upon request of an employee who is required to work in excess of fourteen (14) hours and who advises the Employer that the employee is too tired to drive home safely, Employer shall provide the employee either courtesy housing or round trip transportation from the designated crew parking area to home and return

at the Employer's expense.[19] The Employer shall have no responsibility for the personal vehicle of an employee who elected to use the employee's personal vehicle in lieu of Employer-provided transportation

(b) Effective March 9, 2025, when an employee is required to work in excess of fourteen (14) hours, Employer shall offer the employee either courtesy housing or round trip transportation,[20] 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. 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 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.

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, the Employer shall have no responsibility for the personal vehicle of the employee.

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 Distant Hire terms and conditions.

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[19] Round trip transportation may include public transportation if reasonable under the circumstances.

[20] Round trip transportation may include public transportation if reasonable under the circumstances.

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:

(1) The employee's work time ends upon arrival at the courtesy housing (except as provided in subparagraph (c) below).

(2) 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.

(3) 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.)

ARTICLE 52. WRAP TIME

(a) Script Supervisors shall be paid on a *pro rata* basis for all wrap time required by the Employer after the completion of principal photography of the motion picture (or after the completion of principal photography of the last episode in the season of an episodic series).

(b) Production Office Coordinators and Assistant Production Office Coordinators shall be paid on a *pro rata* basis for all time required by the Employer following completion of their last day of wrap of the motion picture (or after their last day of wrap following the season of an episodic series).

ARTICLE 53. FURNISHING OF EQUIPMENT

When the Employer requires an employee to utilize the employee's own equipment to perform job duties, the Employer shall reasonably compensate the employee for the use, including the cost of any software specifically approved by the Employer.

MOTION PICTURE SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS, LOCAL 161, I.A.T.S.E.

By: _____ Date: 7/22/2026

Victor Rieman
Business Agent

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

By: _____ Date: 7/23/26

Gregory J. Hessinger
President

EXHIBIT "A"
Employers Represented by the AMPTP
in the 2025 Local 161 Negotiations

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
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.

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

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

EXHIBIT "B"

GUIDELINES REGARDING EXTENDED WORK DAYS

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

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

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

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

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

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

2. Any employee who feels too tired to drive safely should notify an authorized representative of the Producer before leaving the set. In that event, the Producer will endeavor to find alternative means of transportation or provide a hotel room or a place to rest. Such request may be made without any fear of reprisal and will not affect any future employment opportunities.

3. When the production company anticipates an extended work day, the employees should be encouraged to carpool.

4. When an extended work day is necessary, appropriate beverages and easily metabolized foods should be available.

EXHIBIT "C"

During the 2025 negotiations, the parties reached agreement to add a new Article 9.3 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 9.3 was the result of extensive discussions between the IATSE and the AMPTP, including with their respective experts, and further discussions between Local 161 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 9.3 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.

ACCEPTED AND AGREED:

MOTION PICTURE SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS, LOCAL 161, I.A.T.S.E.

By: _____ Date: 7/22/2026
Victor Rieman
Business Agent

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

By: _____ Date: 7/23/26
Gregory J. Hessinger
President

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403
Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Gregory J. Hessinger
President

Direct: 818.935.5901

SIDELETTER

As of October 1, 1984
Revised as of July 1, 1997
Revised as of March 3, 2003
Revised as of March 3, 2007
Revised as of March 3, 2010
Revised as of March 3, 2013
Revised as of March 13, 2016
Renewed as of March 3, 2019
Renewed as of March 3, 2022
Renewed as of March 3, 2025

Victor Rieman
Business Agent
Local 161, Script Supervisors / Continuity Coordinators /
Production Office Coordinators / Production Auditors /
Commercial Coordinators
630 Ninth Avenue, Suite 1103
New York, New York 10036

Re: Video Tape Memorandum

Dear Victor:

This letter shall supplement the 2025 "Motion Picture Theatrical and TV Series Production Agreement" by and between Motion Picture Script Supervisors and Production Office Coordinators, Local 161, I.A.T.S.E. & M.P.T.A.A.C., on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Employers listed in Exhibit "A" to the 2022 Local 161 Motion Picture and TV Series Production Agreement, on the other hand.

The Local 161 Video Tape Memorandum, dated July 7, 1983 has previously been extended to and including March 2, 2022. The parties are, pursuant to the Video Tape Memorandum, committed to negotiate a Video Tape Agreement consistent with the Video Tape Memorandum as soon as possible.

Accordingly, this will acknowledge that the Local 161 Video Tape Memorandum be further extended until and unless terminated on sixty (60) days notice.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it will become a binding agreement between us.

Sincerely,

Gregory J. Hessinger
On behalf of the Employers listed in Exhibit A

ACCEPTED AND AGREED:

MOTION PICTURE SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS, LOCAL 161, I.A.T.S.E.

Victor Rieman, Business Agent

Date: 7/22/2026

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
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Gregory J. Hessinger
President

Direct: 818.935.5901

SIDELETTER

As of March 3, 2007
As of March 3, 2010
As of March 3, 2013
Revised as of March 13, 2016
Renewed as of March 3, 2022
Revised as of March 3, 2025

Victor Rieman
Business Agent
Local 161, Script Supervisors / Continuity Coordinators /
Production Office Coordinators / Production Auditors /
Commercial Coordinators
630 Ninth Avenue, Suite 1103
New York, New York 10036

Re: Special Rules Governing Employment on New One-Hour Episodic Series

Dear Victor:

If any one-hour series produced in Los Angeles under the terms of the Producer – IATSE Basic Agreement shoots all or part of any episode(s) within the geographic jurisdiction of Local 161, such episode(s) shall be treated, for purposes of wages, hours and working conditions of employees engaged on such episode(s), as if they were produced within the geographic jurisdiction of Local 161.

Likewise, if a new one-hour episodic series produced under the Local 161 Agreement shoots all or part of any episode(s) in Los Angeles, the employees working under the Producer – IATSE Basic Agreement shall be subject to the terms and conditions of the Sideletter Re: Special Conditions for One-Half Hour and One-Hour Pilots and One-Hour Episodic Television Series (Other than Pilots or Series Made for Basic Cable) as set forth in the Basic Agreement.

Sincerely,

Gregory J. Hessinger
on behalf of the Employers listed on Exhibit A

ACCEPTED AND AGREED:

MOTION PICTURE SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS, LOCAL 161, I.A.T.S.E.

Victor Rieman

Date: 7/22/2026

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403
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Carol A. Lombardini
President

Direct: 818.935.5930

SIDELETTER

As of March 3, 2007
As of March 3, 2010
As of March 3, 2013
Reissued as of March 13, 2016

Colleen Donahue
Business Agent
Local #161, Script Supervisors / Continuity Coordinators /
Production Office Coordinators / Production Auditors /
Commercial Coordinators
630 Ninth Avenue, Suite 1103
New York, New York 10036

Re: **Hotel Accommodation Policies**

Dear Colleen:

Each Employer agrees to provide Local #161 with a copy of its policies regarding hotel accommodations for employees who work long hours and to discuss same with the Local on an individual basis. A subcommittee of Employer representatives and Local #161 representatives will be formed to address this subject and will meet at the next IATSE–AMPTP Quarterly Meeting.

Sincerely,

Carol A. Lombardini
on behalf of the Employers listed on Exhibit A

ACCEPTED AND AGREED:

MOTION PICTURE SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS, LOCAL #161, I.A.T.S.E.

Colleen Donahue

Date: 2/14/17

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
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Carol A. Lombardini
President

Direct: 818.935.5930

SIDELETTER

As of March 3, 2007
As of March 3, 2010
As of March 3, 2013
Reissued as of March 13, 2016

Colleen Donahue
Business Agent
Local #161, Script Supervisors / Continuity Coordinators /
Production Office Coordinators / Production Auditors /
Commercial Coordinators
630 Ninth Avenue, Suite 1103
New York, New York 10036

Re: **Travel Coordinators/Visual Effects Department Coordinators**

Dear Colleen:

Any individual assigned to a production on a full-time basis solely for the purpose of making travel arrangements for production employees who is working under the supervision of the Production Office Coordinator shall be covered under the Local #161 Agreement as an Assistant Production Office Coordinator.

Whenever Local #161 believes that a Visual Effects Coordinator should be covered under the Local #161 Agreement as an Assistant Production Office Coordinator, it shall so advise the Labor Relations representative of the Employer and provide to the Labor Relations representative a written description of the functions that the Visual Effects Coordinator is or will be performing. The Employer agrees that it will consider such requests on a case-by-case basis.

Sincerely,

Carol A. Lombardini
on behalf of the Employers listed on Exhibit A

ACCEPTED AND AGREED:

MOTION PICTURE SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS, LOCAL #161, I.A.T.S.E.

Colleen Donahue

Date: 2/14/17

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SIDELETTER

As of March 3, 2007
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Colleen Donahue
Business Agent
Local #161, Script Supervisors / Continuity Coordinators /
Production Office Coordinators / Production Auditors /
Commercial Coordinators
630 Ninth Avenue, Suite 1103
New York, New York 10036

Re: **Tandem Production of Episodes of One-Hour Episodic Series**

Dear Colleen:

An Employer which produces episodes of a one-hour episodic series on a tandem basis shall hire an additional Assistant Production Office Coordinator for preparation and shooting periods.

Sincerely,

Carol A. Lombardini
on behalf of the Employers listed on Exhibit A

ACCEPTED AND AGREED:

MOTION PICTURE SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS, LOCAL #161, I.A.T.S.E.

Colleen Donahue

Date: 2/14/17

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Gregory J. Hessinger
President

Direct: 818.935.5901

As of March 3, 2010
Renewed as of March 3, 2013
Revised as of March 13, 2016
Revised as of March 3, 2019
Revised as of March 3, 2022
Revised as of March 3, 2025

Victor Rieman
Business Agent
Local 161, Script Supervisors / Continuity Coordinators /
Production Office Coordinators / Production Auditors /
Commercial Coordinators
630 Ninth Avenue, Suite 1103
New York, New York 10036

Re: Productions Made for New Media

Dear Victor:

This Sideletter confirms the understanding of Motion Picture Script Supervisors and Production Office Coordinators, Local 161 (hereinafter "Local 161"), on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Employers listed in Exhibit "A" to the 2025 Local 161 Motion Picture Theatrical and TV Series Production Agreement (hereinafter referred to individually as "the Employer" and collectively as "the Employers"), on the other hand, (collectively "the parties"), concerning the terms and conditions applicable to the production of entertainment motion pictures of the type that have traditionally been covered under the Motion Picture Script Supervisors and Production Office Coordinators, Local 161, Motion Picture Theatrical and TV Series Production Agreement with Major Producers (hereinafter "the Local 161 Agreement") that are made for the Internet, mobile devices, or any other new media platform in existence as of March 3, 2010 (hereinafter collectively referred to as "New Media").[1] With respect to such productions intended for initial use in New Media, the parties agree as follows:

A. Recognition

The Employer recognizes Local 161 as the exclusive bargaining representative of employees employed within the classifications covered by the Local 161 Agreement on entertainment motion pictures of the type traditionally covered under the Local 161 Agreement or the 2025 Supplemental Digital

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

Production Agreement with Motion Picture Script Supervisors and Production Office Coordinators, Local 161 (hereinafter "the Digital Agreement") which are intended for initial exhibition in New Media, but excluding news, sports, documentaries[2] and "Experimental New Media Productions," as that term is defined below, within the geographic scope covered by the Local 161 Agreement.

B. Coverage

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

An "Experimental New Media Production" is defined as any Original New Media Production: (1) for which the actual cost of production does not exceed: (a) $15,000 per minute of program material as exhibited, and (b) $300,000 per single production as exhibited, and (c) $500,000 per series of programs produced for a single order; and (2) on which fewer than four (4) employees as hereinafter described are working in job classifications covered by, and within the geographic scope of an industry-wide agreement between Employers and the IATSE, or a Local thereof, which agreement covers television productions as well as productions made for New Media. With respect to any employee working within the geographic scope of the Producer – IATSE Basic Agreement (hereinafter "the Basic Agreement") or the Producer – IATSE Videotape Electronics Supplemental Basic Agreement (hereinafter "the Videotape Agreement"), such employees shall include any person listed on the Industry Experience Roster established by the Basic Agreement, or in the case of employees working in classifications with no Roster, any person who has thirty (30) or more days of work experience within the last three (3) years, either alone or in combination, under the West Coast Studio Local Agreement covering that classification, the Videotape Agreement or on New Media Productions covered under this Sideletter or the corresponding provisions in the Basic Agreement, Videotape Agreement or West Coast Studio Local Agreements.[3] With respect to any employee working in the respective classifications and geographic scope of any other industry-wide agreement described in the first sentence of this paragraph, such employees shall include any person who has thirty (30) or more days of work experience within the last three (3) years under any such agreement and/or on New Media productions covered under any such agreement.[4] Notwithstanding the preceding two sentences, in determining whether fewer than four (4) such employees are employed on the production, the following employees shall not be counted: employees not

[2] The exclusion of news, sports and documentary productions made for new media tracks language in the special conditions re Productions Made for New Media in the 2024 Producer – IATSE West Coast Studio Local Agreements and is included here for the sake of uniformity and completeness, notwithstanding the fact that new, sports and documentaries are not motion pictures of the type traditionally covered under the Local 161 Agreement.

[3,4] The Producer shall be entitled to rely on the representation of the employee as to whether he or she meets the "thirty (30) or more days of work experience within the last (3) years" requirement.

specifically charged to the production or who are included in general overhead; script coordinators and writers' room assistants; projectionists and in-house publicists (but not unit publicists); and employees engaged in post-production or distribution functions, including, but not limited to, editing and looping regardless of where or when those functions are performed, but excluding the editor, provided that such editor is working in conjunction with the shooting company.

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

If the Employer began production of an "Experimental New Media Production" which the Employer elected not to cover under the terms of this Sideletter, but subsequently employs four (4) or more employees on the production in classifications covered by, and within the geographic scope of, an industry-wide collective bargaining agreement which meets the description in the first sentence of the second paragraph of this Paragraph B., and such employees meet the description in the second and/or third sentences of the second paragraph of this Paragraph B., and are not excluded pursuant to the fourth sentence of said paragraph (but including at least one (1) employee covered under this sideletter), then said production shall automatically be deemed covered hereunder, starting from the first day on which at least four (4) or more such employees are so employed on the production and continuing until the production is finished.

Employer shall use reasonable efforts to notify Local 161 that it intends to cover an "Experimental New Media Production" by the start of principal photography.

C. Terms and Conditions of Employment on Derivative New Media Productions

A "Derivative New Media Production" is a production for New Media based on an existing television motion picture covered by the Basic Agreement, the Local 52 Agreement or the Local 161 Agreement that was produced for "traditional" media – *e.g.*, a free television, basic cable or pay television motion picture ("the source production") – and is otherwise included among the types of motion pictures traditionally covered by the Local 161 Agreement. It is understood and agreed that a production for New Media that is based on an existing television program covered by the Videotape Agreement, or that is based on a videotape

program covered by the Local 52 or 161 Agreements, shall not be considered a "Derivative New Media Production."

This Paragraph C. only applies to Derivative New Media Productions which do not meet the definition of a High Budget SVOD, AVOD or FAST Channel Program (including because the program's budget falls below the requisite budget threshold or because the program is less than 20 minutes in length).

Employees may be employed by an Employer and assigned to a Derivative New Media Production as part of their regular workday on the source production. The work for the Derivative New Media Production shall be considered part of the workday for the employees on the source production and shall trigger overtime if work on the Derivative New Media Production extends the workday on the source production past the point at which overtime would normally be triggered on the source production. All other terms and conditions, including full benefits, shall continue as if the employee were continuing to work on the source production.

In all other situations, terms and conditions of employment on a Derivative New Media Production under this Paragraph C. are freely negotiable between the employee and the Employer, except for those provisions identified in Paragraph E. below.

D. Terms and Conditions of Employment on Certain Original New Media Productions[5]

(1) Terms and conditions of employment on Experimental New Media Productions that the Producer has elected to cover under this Paragraph D. or on an Original New Media Production which does not meet the definition of a High Budget, Mid-Budget or Low Budget SVOD, AVOD or FAST Channel Program (including because the program's budget falls below the requisite budget threshold, because it is less than 20 minutes in length or, in the case of a Mid-Budget or Low Budget Program, because the program is not a live action dramatic program) are freely negotiable between the employee and the Employer, except for those provisions identified in Paragraph E. below.

[5] This Paragraph D. only applies to the following Original New Media Productions:
(1) Experimental New Media Productions that the Producer has elected to cover under this Paragraph D;
(2) Low Budget SVOD Programs;
(3) Mid-Budget SVOD Programs; and
(4) Original New Media Productions which do not meet the definition of a High Budget, Mid-Budget or Low Budget SVOD, AVOD or FAST Channel Program (including because the program's budget falls below the requisite budget threshold, because it is less than 20 minutes in length or, in the case of a Mid-Budget or Low Budget Program, because the program is not a live-action dramatic program).

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

(i) "Legacy" Low Budget SVOD program or series, which are defined as:

(A) any program or series that would otherwise qualify as a "Low Budget SVOD Program" within the meaning of this Sideletter, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode, in the case of a series, commenced prior to March 9, 2025; or

(B) any program or series that would otherwise qualify as a "Low Budget SVOD Program" within the meaning of this Sideletter, for which the principal photography of the program or the first episode of the series commenced after March 9, 2025, if such program or series were produced pursuant to the terms of a *bona fide* license agreement with fixed and definite terms entered into by the Employer prior to March 9, 2025.

However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to March 9, 2025.

(ii) Mid-Budget SVOD Programs

(A) The terms and conditions set forth in this Paragraph D.(2) shall not apply to any program or series that continues in production on or after November 13, 2022 and which qualified as a "Legacy"[6] 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 161 Motion Picture Theatrical and TV Series Production Agreement.

In addition, the terms and conditions set forth in this Paragraph D.(2) shall not apply to a Mid-Budget SVOD Program or episodes of a Mid-Budget SVOD series, the principal photography of which commences on or after November 13, 2022 pursuant to a license agreement entered into prior to November 13, 2022.[7] Paragraph D.(2) of the Sideletter re Productions Made for

[6] 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.

[7] 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 November 13, 2022, pursuant to a license agreement entered into prior to November 13, 2022, and the Employer has the right to negotiate with respect to material terms and conditions of the license for the additional programs or episodes, then the Mid-Budget SVOD Program or episodes of the Mid-Budget SVOD series shall be subject to the terms of the Sideletter re Productions Made for New Media to the 2022 Local 161 Motion Picture Theatrical and TV Series Production Agreement. In the event that Employer asserts that a Mid-Budget SVOD Program qualifies as a "Legacy" Mid-Budget SVOD Program under the provisions of the second paragraph of

New Media to the 2019 Local 161 Motion Picture Theatrical and TV Series Production Agreement shall apply instead, except that minimum wage and fringe rates shall be subject to the increases negotiated during the 2022 and 2025 negotiations.

(b) Definitions

(i) Low Budget SVOD Programs Defined

The terms and conditions set forth in Paragraph D.(2) 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"):

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 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.

(ii) Mid-Budget SVOD Programs Defined

The terms and conditions set forth in Paragraph D.(2)(c) of this Sideletter shall be applicable only to original, live action dramatic new media productions made for initial exhibition on a subscription video-on-demand

Paragraph D.(2)(a) above, a limited number of representatives of the IATSE, subject to the execution of a confidentiality agreement satisfactory in form to Employer, may inspect those portions of the license agreement that are relevant to determine whether the Employer has 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.

consumer pay platform which meet the following criteria (hereinafter "Mid-Budget SVOD 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 and made for initial exhibition on a subscription video-on-demand consumer pay platform are not subject to this Paragraph D.(2) and, instead, are subject to Paragraph D.(1) of this Sideletter, regardless of their budgets.

(c) Terms and Conditions

The terms and conditions for employees employed on a Low Budget SVOD Program or a Mid-Budget SVOD Program shall be those set forth in the 2025 Local 161 Motion Picture Theatrical and TV Series Production 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 10(a)(3) or 10(b)(3), as applicable, reduced by six percent (6%);

(ii) Employees employed on a Mid-Budget SVOD Program commencing principal photography prior to March 9, 2025 shall be paid at the wage rates set forth in Article 10(a)(3) or 10(b)(3), as applicable, (*e.g.*, during the period March 5, 2023 to March 2, 2024, the wage rates for the period March 6, 2022 to March 4, 2023 shall apply), and employees employed on a Mid-Budget SVOD Program commencing principal photography on or after March 9, 2025 shall be paid at the wage rates set forth in Article 10(a)(3) or 10(b)(3), as applicable, reduced by three percent (3%);

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

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

E. Other Provisions[8]

(1) Union Security

The provisions of Article II, "Union Security," of the Basic Agreement shall apply to New Media Productions, except that the requirement to become a member in good standing of the Union shall not apply until an individual has been employed for at least thirty (30) workdays on New Media Productions covered under this Sideletter, or for a combined total of thirty (30) workdays on New Media Productions covered under this Sideletter and on motion pictures of the type traditionally covered under the Local 161 Agreement.

Local 161 acknowledges and agrees that the obligations set forth in subparagraph (c) of Article II apply only to newly-hired employees who are not members of Local 161.

(2) Pension, Health and Individual Account Plans

(a) On covered New Media Productions budgeted at $25,000 or less per minute (using the same cost elements as described in the third paragraph of Paragraph B. above), Employer's only obligation hereunder with regard to fringe benefit contributions shall be as follows:

(i) With respect to employees working on New Media Productions covered under this Sideletter in New York, New Jersey, or Connecticut, or with respect to employees hired in New York, New Jersey or Connecticut to work outside those three (3) states, but within the geographic jurisdiction of the Local 161 Agreement, Employer shall make contributions to the Active Employees Fund, as required by Article 28(c)(1)(B) or 28(c)(2), as applicable, of the Local 161 Agreement, and to the Retired Employees Fund, as required by Article 28(c)(1)(C) or 28(c)(2), as applicable, of the Local 161 Agreement, on behalf of each such employee; or

(ii) With respect to employees working on New Media Productions covered under this Sideletter outside New York, New Jersey and

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[8] This Paragraph E. applies to the following New Media Productions (*i.e.*, those covered under Paragraphs C. and D. above):

(1) Derivative New Media Productions which do not meet the definition of a High Budget SVOD, AVOD or FAST Channel Program (including because the program's budget falls below the requisite budget threshold or because the program is less than 20 minutes in length), unless the employee has been assigned to a Derivative New Media Production as part of the employee's regular workday on a source production.

(2) Experimental New Media Productions that the Producer has elected to cover under this Paragraph D.;

(3) Low Budget SVOD Programs;

(4) Mid-Budget SVOD Programs; and

(5) Original New Media Productions which do not meet the definition of a High Budget, Mid-Budget or Low Budget SVOD, AVOD or FAST Channel Program (including because the program's budget falls below the requisite budget threshold, because it is less than 20 minutes in length or, in the case of a Mid-Budget or Low Budget Program, because the program is not a live-action dramatic program).

Connecticut, but within the jurisdiction of the Local 161 Agreement, other than those employees covered by Paragraph E.(2)(a)(i) above, Employer shall make only that portion of the aggregate contribution set forth in Article 37(d) of the Local 161 Agreement that is attributable to the IATSE National Health and Welfare Fund on behalf of each such employee.

(b) On New Media Productions budgeted at more than $25,000 per minute (using the same cost elements as described in the third paragraph of Paragraph B. above), or when employees are assigned by the Employer to a Derivative New Media Production as part of their regular workday on the source production, Employer shall be obligated to make fringe benefit contributions as follows:

(i) With respect to employees working on New Media Productions covered under this Sideletter in New York, New Jersey or Connecticut, or with respect to employees hired in New York, New Jersey or Connecticut to work outside those three (3) states, but within the geographic jurisdiction of the Local 161 Agreement, Employer shall make pension, health and Individual Account Plan contributions to the Motion Picture Industry Pension and Health Plans in accordance with Article 28(c) of the Local 161 Agreement; or

(ii) With respect to employees working on New Media Productions covered under this Sideletter outside New York, New Jersey and Connecticut, but within the jurisdiction of the Local 161 Agreement, other than those employees covered by Paragraph E.(2)(b)(i) above, Employer shall make pension, welfare and annuity contributions to the IATSE National Benefit Funds as required by Article 37(d) of the Local 161 Agreement.

(3) Preference of Employment/Industry Experience Roster

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

(4) Grievance and Arbitration

Any dispute with regard to wages, hours of employment or working conditions concerning an employee employed by Employer under the terms of this Sideletter shall be resolved in accordance with the grievance and arbitration references therein to "the Local Union" shall be replaced with "the IATSE" and the provisions with respect to the Step Two Conciliation Committee shall be deleted.

(5) Staffing

It is expressly understood and agreed that there shall be no staffing requirements on Productions Made for New Media and that there will be full interchange of job functions among employees, so that a single employee may be required to perform the functions of multiple job classifications covered hereunder or under other industry-wide agreements referred to in the first sentence of the second paragraph of Paragraph B. above.

(6) No Strike, No Lockout

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

(7) Call Sheet

Employer shall use best efforts to indicate on the call sheet that the production is a covered New Media Production produced under the Sideletter Re: Productions Made for New Media. In the event that the Employer fails to do so, the Union shall notify the Employer. This provision shall not be subject to grievance and arbitration.

(8) No Other Terms Applicable

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

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

(1) Prospective Application

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

(a) any program or series that would otherwise qualify as a "High Budget SVOD Program" within the meaning of this Sideletter, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode, in the case of a series, commenced prior to June 1, 2016; or

(b) any program or series that would otherwise qualify as a "High Budget SVOD Program" within the meaning of this Sideletter for which the principal photography of the program or the first episode of the series commenced after June 1, 2016, if such program or series was produced pursuant to the terms of a *bona fide* license agreement with fixed and definite terms entered into by the Employer prior to June 1, 2016. However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to June 1, 2016.

Any program or series described in subparagraphs (a) or (b) above shall continue to be subject to the terms of the Sideletter Re: Productions Made for New Media under the 2013 Local 161 Motion Picture Theatrical and TV Series Production Agreement or the 2013 Local 161 Supplemental Digital Production

Agreement. However, with respect to any such program or series described in subparagraphs (a) or (b) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after June 1, 2016 and the 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 the terms of this Sideletter.

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

The grandfathering described in this Paragraph F.(1) shall be eliminated with respect to a new season of a series for which the first episode of the season commences principal photography on or after March 9, 2025.

(2) "High Budget SVOD Programs" Defined

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

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 Sideletter, regardless of their budgets.

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

(3) "Tier 1" and "Tier 2" Defined

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

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

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

(4) Terms and Conditions[9, 10]

(a) High Budget SVOD Programs, Pilots, Mini-Series and Seasons of Series

The terms and conditions for employees employed on one-time High Budget SVOD Programs and pilots which commence principal photography prior to March 9, 2025, mini-series the first part of which commences principal

[9] Rates in the Supplemental Digital Production Agreement shall apply to digitally-recorded High Budget SVOD Programs of the type which, if produced for television, would be considered "non-prime time," such as *iCarly* and *Saved by the Bell*.

[10] For purposes of determining minimum wages and other terms and conditions for High Budget SVOD, the parties agree that an episode may exceed the 'program length' which applies to a typical episode of the series by up to three (3) minutes without becoming subject to the terms and conditions applicable to the next highest program length. (For example, if a typical episode of a High Budget SVOD series is between twenty (20) and thirty-five (35) minutes, a given episode of a series which is thirty-eight (38) minutes in length will still be subject to the compensation and terms and conditions applicable to a program between twenty (20) and thirty-five (35) minutes in length.) The parties further confirm that this applies to High Budget SVOD Programs produced under the Sideletters re Productions Made for New Media in the 2016, 2019 and 2022 Motion Picture Theatrical and TV Series Production Agreement and the Supplemental Digital Production Agreements.

photography prior to March 9, 2025 and seasons of series for which the first episode of the season commences principal photography prior to March 9, 2025 shall be as set forth in the 2022 Local 161 Motion Picture Theatrical and TV Series Production Agreement or the 2022 Local 161 Supplemental Digital Production Agreement, as applicable, including all Sideletters, for a television motion picture, subject to the changes to the minimum rates set forth in the 2025 Local 161 Motion Picture Theatrical and TV Series Production Agreement or the 2025 Local 161 Supplemental Digital Production Agreement, as applicable.

The terms and conditions for employees employed on new one-time High Budget SVOD Programs and pilots which commence principal photography on or after March 9, 2025, new mini-series the first part of which commences principal photography on or after March 9, 2025 and new seasons of series for which the first episode of the season commences principal photography on or after March 9, 2025 shall be as set forth in the 2025 Local 161 Motion Picture Theatrical and TV Series Production Agreement or the 2025 Local 161 Supplemental Digital Production Agreement, as applicable, including all Sideletters, for a television motion picture, subject to the following:

(i) The minimum rates set forth in the 2025 Local 161 Motion Picture Theatrical and TV Series Production Agreement shall apply to High Budget SVOD Programs (other than a digitally-recorded High Budget SVOD Programs of the type which, if produced for television, would be considered "non-prime time," such as *iCarly* and *Saved by the Bell*), except for the following types of High Budget SVOD Programs subject to a license agreement entered into on or after March 9, 2025 (or in the absence of a license agreement, the principal photography of which commences on or after March 9, 2025):

(A) The Article 10(a)(2)(A)(ii) "first or second season" rates (except that Article 10(a)(2)(A)(ii) "first or second season" rates will be calculated as Article 10(a)(1)(A)(i) rates reduced by three percent (3%)) or Article 10(b)(2) rates, as applicable, shall apply to:

(1) Employees employed on the first two (2) production seasons of High Budget SVOD series between 36 and 65 minutes in length, shooting in New York, New Jersey or Connecticut.

(2) Employees employed on a mini-series shooting in New York, New Jersey or Connecticut.

(B) The Article 10(a)(2)(A)(ii) third and subsequent season rates or Article 10(b)(2) rates, as applicable, shall apply to employees employed on the third and subsequent production seasons of a High Budget SVOD series between 36 and 65 minutes in length, shooting in New York, New Jersey or Connecticut.

(C) The Article 10(a)(2)(B) rates or Article 10(b)(2) rates, as applicable, shall apply to:

(1) Employees employed on all production seasons of a High Budget SVOD series between 36 and 65 minutes in length, shooting within the jurisdiction of the Agreement but outside New York, New Jersey and Connecticut.

(2) Employees employed on a mini-series shooting within the jurisdiction of the Agreement but outside New York, New Jersey and Connecticut.

(D) The Article 10(a)(1)(B)(i) or (ii) rates reduced by three percent (3%), or Article 10(b)(1) rates reduced by three percent (3%), as applicable, shall apply to employees employed on the first two (2) production seasons of a High Budget SVOD series between 20 and 35 minutes in length.

(E) The Article 10(a)(1)(B)(i) or (ii) rates, or Article 10(b)(1) rates, as applicable, shall apply to:

(1) Employees employed on the third and subsequent production seasons of a High Budget SVOD series between 20 and 35 minutes in length.

(2) Employees employed on all production seasons of a multi-camera High Budget SVOD series between 20 and 25 minutes in length.

(3) Employees employed on a one-time High Budget SVOD Program less than 66 minutes in length.

(F) The Article 10(a)(3) or Article 10(b)(3) rates, as applicable, shall apply to:

(1) Employees employed on one-time High Budget SVOD Programs 66 minutes or more in length, other than one-time High Budget SVOD Programs 96 minutes or more in length and budgeted at $34,778,222 or more.

(2) Employees employed on a High Budget SVOD pilot.

(G) The Article 10(a)(1)(A)(i) or (ii) rates, or Article 10(b)(1) rates, as applicable, shall apply to employees employed on High Budget SVOD Programs 96 minutes or more in length and budgeted at $34,778,222 or more.

(ii) A High Budget SVOD Program between 20 and 35 minutes in length or a High Budget SVOD series consisting of episodes between

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

(iii) The wage rates, fringe rates and working conditions applicable to theatrical motion pictures, as set forth in the Local 161 Motion Picture Theatrical and TV Series Production Agreement, shall apply to a live action High Budget SVOD Program that is 96 minutes or more in length and budgeted at over $34,778,222 (other than a pilot, episode of a series or part of a mini-series) and that is intended primarily for use on a subscription consumer pay video-on-demand new media service with 20 million or more subscribers in the United States and Canada.[11] This subparagraph (iii) does not apply to a High Budget SVOD Program subject to a license agreement entered into prior to August 1, 2019.

(iv) Working Conditions

The working conditions applicable to High Budget SVOD programs, pilots, mini-series and seasons of series commencing principal photography on or after March 9, 2025 shall be as provided in the 2025 Local 161 Motion Picture Theatrical and TV Series Production Agreement or the 2025 Local 161 Supplemental Digital Production Agreement, as applicable, except:

(A) The following shall apply to employees employed in New York, New Jersey and/or Connecticut:

(1) No unworked holiday pay shall be payable on one-time High Budget SVOD Programs, pilots and during the first season of a High Budget SVOD series between 36 and 65 minutes in length. During the second season of a High Budget SVOD series between 36 and 65 minutes in length, unworked holiday pay shall be payable at one-half of the applicable percentage set forth in the Local 161 Supplemental Digital Production Agreement.

[11] The budget shall be determined by the production costs, including the "above" and "below the line" costs and "pre-production" and "post-production" costs. Production costs shall not include: (a) the costs of the premium for a completion bond; (b) a contingency fund not to exceed ten percent (10%) of the budget; (c) costs reimbursed by insurance; and (d) overages caused by a *force majeure* event or governmental action. The IATSE has been granted the right under the Producer-IATSE Basic Agreement to review a report of the actual expenditures of the production ("Final Expenditure Report") and such other relevant materials as the IATSE may require which show the actual cost of the production. Local 161 may request that the IATSE conduct such review and make a determination of whether the budget is over the budget threshold set forth in Paragraph F. (4)(a)(iii). In the event that the IATSE refuses to do so, Local 161 reserves its right to conduct such review. All information received or reviewed by representatives of Local 161 or retained professionals shall be confidential and neither Local 161 nor its representatives or retained professionals shall disclose any such information except as necessary to enforce their rights under this Agreement.

Thereafter, unworked holiday pay shall be as set forth in the Local 161 Supplemental Digital Production Agreement.

(2) No vacation pay shall be payable on a one-time High Budget SVOD Program, pilot and during the first season of a High Budget SVOD series between 36 and 65 minutes in length. During the second season of a High Budget SVOD series between 36 and 65 minutes in length, vacation pay shall be payable at one-half of the applicable percentage set forth in the Local 161 Supplemental Digital Production Agreement. Thereafter, vacation pay shall be as set forth in the Local 161 Supplemental Digital Production Agreement.

(B) For employees employed in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont and the District of Columbia, no unworked holiday pay shall be payable on one-time High Budget SVOD Programs, pilots and during the first season of a High Budget SVOD series between 36 and 65 minutes in length. During the second season of a High Budget SVOD series between 36 and 65 minutes in length, unworked holiday pay shall be payable at one-half of the applicable percentage set forth in the Local 161 Supplemental Digital Production Agreement. Thereafter, unworked holiday pay shall be as set forth in the Local 161 Supplemental Digital Production Agreement.

(C) For employees employed in Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia and West Virginia, no unworked holiday pay shall be payable on one-time High Budget SVOD Programs, pilots and during the first season of a High Budget SVOD series between 36 and 65 minutes in length. Thereafter, unworked holiday pay shall be as set forth in the Local 161 Supplemental Digital Production Agreement.

(D) For employees hired in New York, New Jersey or Connecticut to work in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont or the District of Columbia, no vacation pay shall be payable on one-time High Budget SVOD Programs, pilots and during the first season of a High Budget SVOD series between 36 and 65 minutes in length. During the second season of a High Budget SVOD series between 36 and 65 minutes in length, vacation pay shall be payable at one-half of the applicable percentage set forth in the Local 161 Supplemental Digital Production Agreement. Thereafter, vacation pay shall be as set forth in the Local 161 Supplemental Digital Production Agreement.

(E) For employees employed in Delaware, Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont, the District of Columbia, Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia and West Virginia, no vacation pay shall be payable on one-time High Budget SVOD Programs, pilots and during any season of a High Budget SVOD series between 36 and 65 minutes in length.

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

(5) The applicable subscriber tier shall be determined as of July 1st of each year of the Agreement. For a High Budget SVOD series, the subscriber tier that applies to the first episode of the season shall apply to the entire season.

G. The International Alliance of Theatrical Stage Employees ("IATSE") has been granted the right under the Producer-IATSE Basic Agreement to review the budget of a covered new media production solely for the purpose of determining whether the covered new media production falls within the definition of a Mid-Budget SVOD Program as set forth in Paragraph D(2) above or a High Budget SVOD Program, and, if so, whether the production meets the budget break in Tier 1 or Tier 2 as set forth in Paragraph F(3) above. Local 161 may request that the IATSE conduct such review and make such determination. In the event that the IATSE refuses to do so, Local 161 reserves its right to conduct such review. All information received or reviewed by representatives of Local 161 shall be kept confidential, and neither Local 161 nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

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;

(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; 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.

(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 Sideletter, 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 Sideletter regardless of their budgets.

(3) **Terms and Conditions**

(a) High Budget AVOD or FAST Channel Programs[12]

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 161 Motion Picture Theatrical and TV Series Production Agreement or 2025 Supplemental Digital Production Agreement, as applicable.

(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 161 Motion Picture Theatrical and TV Series Production Agreement, or 2025 Supplemental Digital Production Agreement, as applicable.

[12] For purposes of determining minimum wages and other terms and conditions for High Budget AVOD and High Budget FAST Channel series, the parties agree that an episode may exceed the 'program length' which applies to a typical episode of the series by up to three (3) minutes without becoming subject to the terms and conditions applicable to the next highest program length. (For example, if a typical episode of a High Budget SVOD series is between twenty (20) and thirty-five (35) minutes, a given episode of a series which is thirty-eight (38) minutes in length will still be subject to the compensation and terms and conditions applicable to a program between twenty (20) and thirty-five (35) minutes in length.) The parties further confirm that this applies to High Budget SVOD Programs produced under the Sideletters re Productions Made for New Media in the 2016, 2019 and 2022 Motion Picture Theatrical and TV Series Production Agreement and the Supplemental Digital Production Agreements.

(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 161 Motion Picture Theatrical and TV Series Production Agreement, or 2025 Supplemental Digital Production Agreement, as applicable.

I. "Sunset" Clause

The parties recognize that these provisions are being negotiated at a time when the business models and patterns of usage of productions in New Media are in the process of exploration, experimentation and innovation. Therefore, the provisions of this Sideletter shall expire on the termination date of the Local 161 Agreement and will be of no force and effect thereafter. No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for reuse of productions made for New Media.

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

Sincerely,

Gregory J. Hessinger
On behalf of the Employers listed in Exhibit A

ACCEPTED AND AGREED:

MOTION PICTURE SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS, LOCAL 161, I.A.T.S.E. & M.P.T.A.A.C.

Date: 7/22/2026

Victor Rieman, Business Agent

ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS
15301 Ventura Boulevard, Building E, Sherman Oaks, CA 91403
Tel: 818.995.3600 • Fax: 818.285.4450 • www.amptp.org

Carol A. Lombardini
President

Direct: 818.935.5930

SIDELETTER

As of March 3, 2013
Reissued as of March 13, 2016

Colleen Donahue
Business Agent
Local #161, Script Supervisors / Continuity Coordinators /
Production Office Coordinators / Production Auditors /
Commercial Coordinators
630 Ninth Avenue, Suite 1103
New York, New York 10036

Re: **Work Performed Outside the United States and its Territories**

Dear Colleen:

This sideletter confirms the understanding reached during the 2013 negotiations that should an Employer elect to employ a person within the geographical jurisdiction of Local #161 to perform work outside the limits of the United States and its territories in any of the job classifications covered hereunder, in the production of motion pictures, the provisions of this Agreement do not apply to such employment, except that the Employer shall make benefit plan contributions to the Plan(s) applicable to the geographical area in which the employee is hired at the applicable rate set forth in the Agreement, provided that the applicable Trust Agreements permit such contributions. The bargaining parties agree to make a recommendation to the Directors of the respective benefit plans to amend the applicable Trust Agreements, if required, to allow such contributions.

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

Sincerely,

Carol A. Lombardini
on behalf of the Employers listed on Exhibit A

ACCEPTED AND AGREED:

MOTION PICTURE SCRIPT SUPERVISORS AND PRODUCTION OFFICE COORDINATORS, LOCAL #161, I.A.T.S.E.

Colleen Donahue

Date: 2/14/17