MOTION PICTURE STUDIO MECHANICS, LOCAL 52, I.A.T.S.E.

FEATURE AND TELEVISION PRODUCTION CONTRACT WITH MAJOR PRODUCERS

October 1, 2024 - September 30, 2027

MOTION PICTURE STUDIO MECHANICS, LOCAL 52,
I.A.T.S.E. AND M.P.T.A.A.C. OF THE UNITED STATES,
ITS TERRITORIES AND CANADA
FEATURE AND TELEVISION PRODUCTION CONTRACT

Table of Contents

GENERAL PROVISIONS

Article No.		Page No.
1.	Union Recognition and Jurisdiction	1
2.	Overscale/Deal Memos	2
3.	Crews	2
4.	Access to Premises	3
5.	Prior Obligation	3
6.	No Discrimination	3
7.	Technological Change	3
8.	Modification and Change	7
9.	Videotape Jurisdiction	8
10.	Strikes and Lockouts	8
11.	Grievance Procedure	8
12.	Wages to Corporations	9
13.	Policy	10
14.	Severability	10
15.	Term of Agreement and Effective Date	10
16.	Supplemental Digital Production Agreement	11
17.	Sick Leave	11
18.	Diversity, Equity and Inclusion	17
19.	Bereavement Leave	20
20.	Artificial Intelligence	21

HOURS OF EMPLOYMENT AND WORKING CONDITIONS

PART A. WORKING CONDITIONS FOR EMPLOYEES WORKING ON MOTION PICTURES IN NEW YORK AND/OR NEW JERSEY

Section No.		Page No.
1.	Wage Scales	26
2.	Payment of Wages	36
3.	Minimum Call	36
4.	Rest Period	36
5.	Report to Locations	41
5.1	Studio	43
5.2	Use of Personal Vehicle	43

Section No. **Page No.**

6. Meals on Location....44
7. Transportation, Travel Time and Idle Days....45
7.1. Courtesy Housing or Transportation....45
8. Employment List Notice....47
9. Notification and Cancellation of Calls; Termination of Services....47
10. Working in Higher Classification....48
11. Holidays....49
12. Pension, Health and Individual Account Plans....50
13. 401(k) Plan....55
14. Vacation....56
15. Local 52 Education and Safety Trust Fund....56
16. Aerial Flights....56
17. Hazardous Work and Insurance....56
18. Safety, Medical and Sanitary Conditions....57
19. Construction Coordinator....59
20. Regular Work Schedule....60
21. Overtime....61
22. Meal Periods....63
23. Harriman Park....66
24. Staffing....66
25. First Aid Employees....66

PART B. WAGE SCALES AND WORKING CONDITIONS FOR EMPLOYEES WORKING ON MOTION PICTURES IN CONNECTICUT, DELAWARE OR PENNSYLVANIA

Section No. **Page No.**

26. Wage Scales....67
27. Application of New York and New Jersey Conditions....76
28. Work Day....76
29. Workweek....77
30. Overtime and Premium Pay....77
31. Pension Fund and Welfare Fund....79
32. Rest Period....79
33. Local, Nearby and Distant Hires....81
34. Idle Pay....82
35. Liability Insurance....83
36. Meals....83
37. Holidays....84
38. Travel....84

Section No. **Page No.**

39. Payment of Wages....85
40. Hazardous Work....86
40.1 Firearm Safety....86
40.2 Work in Extreme Heat and Cold....87
41. Notification and Cancellation of Calls....87
42. Courtesy Housing or Transportation....88

Exhibit "A"

- Employers Represented by the AMPTP in the 2024 Local 52 Negotiations....91

Sideletters

- Education and Safety Trust Fund....93

- Special Conditions for New One-Hour Episodic Television Series, the Production of Which Commences on or After May 16, 2006....94

- Special Rules Governing Employment on New One-Hour Episodic Series....98

- Hotel Accommodation Policies....99

- Pension, Health and IAP Contributions for Work Outside the Geographic Jurisdiction of the Local 52 Feature and Television Production Contract....100

- Productions Made for New Media....102

- Workweek Switch for Television Pilots....127

- Work Performed Outside the United States and its Territories....128

- Cancellation of Call – Sixth/Seventh Day Premiums....130

- Diversity and Inclusion....132

- Artificial Intelligence....133

MOTION PICTURE STUDIO MECHANICS, LOCAL 52, I.A.T.S.E. AND M.P.T.A.A.C. OF THE UNITED STATES, ITS TERRITORIES AND CANADA
FEATURE AND TELEVISION PRODUCTION CONTRACT

THIS AGREEMENT is dated as of this 1st day of October, 2024, by and between Motion Picture Studio Mechanics, Local 52, I.A.T.S.E. and M.P.T.A.A.C. of the United States, its Territories and Canada (hereinafter referred to as "Local 52" or "the Union"), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter referred to as the "AMPTP"), on behalf of the Employers listed in Exhibit "A" attached hereto, all of which constitute a multi-employer bargaining unit (each hereinafter referred to individually as "the Employer" and collectively referred to as "the Employers"), on the other hand. In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

GENERAL PROVISIONS

ARTICLE 1. UNION RECOGNITION AND JURISDICTION

(a) Local 52 warrants and represents that it has been designated the collective bargaining agent by a majority of the employees in the classifications hereinafter set forth.

(b) The Employer hereby recognizes Local 52 as the exclusive collective bargaining agent for all of its employees in such classifications, except first aid employees,[1] in the States of New York, New Jersey, Connecticut, Delaware and Pennsylvania (except in the city of Pittsburgh and in that area of Pennsylvania within a fifty (50) mile radius of the city of Pittsburgh).

The Employer hereby recognizes Local 52 as the exclusive collective bargaining agent for first aid employees who are employed directly by the Employer or through a Payroll Company within fifty (50) miles of Columbus Circle, on all of Long Island, and within a fifty (50) mile radius of Independence Hall in Philadelphia, Pennsylvania.

(c) The Employer hereby recognizes Local 52 as having jurisdiction over wardrobe personnel engaged at locations within the geographical jurisdiction of Local 52 which are more than fifty (50) miles from Columbus Circle in the City of New York. Nothing herein

[1] During the 2012 negotiations, the bargaining parties agreed to substitute the term "first aid employees" for the term "medics" on the condition and with the understanding that this change was not a substantive change and did not enlarge or diminish the scope of the bargaining unit.

shall prohibit the Employer from utilizing wardrobe personnel engaged under a collective bargaining agreement with IATSE, Local 705 or IATSE, Local 764 at such locations.

ARTICLE 2. OVERSCALE / DEAL MEMOS

(a) An employee now receiving wages over and above the minimum scales hereinbefore provided shall not have such employee's wages reduced during the term of such employee's agreement.

(b) Upon an Employer's request, the Union will meet with the Employer to work out appropriate form deal memos. If the parties reach agreement upon a form deal memo, the Union will not object to requests by the Employer that employees sign such form deal memo.

(c) When an employee is asked to sign any start paperwork, the employee's signature will not be interpreted as acceptance of any terms and conditions that conflict with this Agreement, including all applicable side letters thereto, except any better terms agreed to between the employee and the Employer. The employee's signature serves as an acknowledgment of the receipt of the Employer's policies. The parties expressly reserve their respective positions with respect to any additional terms in the start paperwork that relate to matters not addressed in this Agreement.

ARTICLE 3. CREWS

(a) No person other than an employee hereunder shall be permitted to handle, place, operate or procure scenery, property, special effects, electrical effects, electrical equipment, sound effects, sound accessories, or playback equipment at any time or to construct any of the foregoing where such work is done by or under the control of the Employer; and no interchangeability among the crafts shall be allowed.

(b) Except as provided in Article 3(c) below, a minimum crew shall be required at the start of each call, which shall consist of the necessary department heads. Additional crew members on each job, consisting of persons necessary to operate same, shall be added, either at the start of the call or during the call as the production requires. A rigging crew or set-up crew shall be a separate unit from the shooting crew, and shall be subject to a separate call and separate wrap from that of the shooting crew.

(c) The sound crew shall be subject to a call separate from the call of the minimum crew. When sound is recorded, a sound crew

consisting of a production mixer and the boom operator shall be a mandatory part of the sound crew. Whether a utility sound person shall be part of the sound crew shall be subject to the mutual agreement of the production mixer and the producer, with the understanding that, if agreed upon, the utility sound person may perform any duties except mixing.

ARTICLE 4. ACCESS TO PREMISES

An accredited representative of Local 52 shall be permitted access to any studio or job at all times.

ARTICLE 5. PRIOR OBLIGATION

As Local 52 is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts Machine Operators of the United States, its Territories and Canada, nothing in this Agreement shall ever be construed to interfere with any obligation which Local 52 owes to such International Alliance by reason of a prior obligation.

ARTICLE 6. NO DISCRIMINATION

Each of the parties hereto agrees not to discriminate against any person or employee in respect to hire, tenure or other condition of employment because of race, color, religion, sex or national origin or any other category protected by applicable law.

ARTICLE 7. TECHNOLOGICAL CHANGE

(a) Definition of Technological Change

As used herein, the term "technological change" means the introduction of any new or modified devices or equipment for the purpose of performing any work by employees covered by this Agreement which directly results in a change in the number of employees employed under this Agreement or which results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof, if any, provided herein, or in requiring substantially different training, qualification or skills therefor.

(b) Employer's Right to Institute Technological Changes

The parties hereto agree that Employer has the unrestricted right to make technological changes and that such right shall not be subject to grievance or arbitration or any other proceeding. However, Employer's right to make technological changes shall be subject to the provisions of subparagraphs (c), (d), (e) and (f) of this Article 7.

(c) Notice of Technological Change

If Employer proposes to make any technological change, it shall give written notice thereof to the Union and to any other Union affected by such change. Such notice shall be given as soon as possible but not less than thirty (30) days prior to instituting such change.

(d) Retraining

If any technological change permanently displaces any person in the performance of such person's job classification for Employer, and

(1) such person, as of the date of such displacement, has been employed by Employer for two hundred (200) or more work days (including paid vacation days as work days) within a consecutive three hundred sixty-five (365) day period calculated backwards from the date of severance; and

(2) such person is qualified to be retrained for an available job resulting from such technological change or for other jobs which Employer has available within Union's jurisdiction, then:

Employer agrees to endeavor to retrain such person for such available job at Employer's expense, in which event the provisions of subparagraph (e), below, shall not apply. Union agrees, notwithstanding anything in this Agreement to the contrary, to permit such retraining and to cooperate with Employer with respect thereto. Any such person offered retraining pursuant to this subparagraph (d) shall, of course, have the right to reject the same, but any such rejection shall discharge Employer's obligations under this Article 7 unless the job opportunity for which Employer offered retraining was at a lower rate of pay than the job from which employee is being displaced.

(e) Displacement Pay

If any such technological change permanently displaces any person in the performance of that job classification for Employer, and

(1) such person, as of the date of such displacement, is entitled to be credited with at least one (1) "qualified year," as that term is defined below, arising out of employment by Employer; and

(2) such person makes written application to Employer within thirty (30) days after such displacement to receive displacement pay (as herein defined), then:

Employer shall pay the amount of compensation set forth in the table below.

As used herein, the term "qualified years," with respect to any employee, shall refer to the number of consecutive periods of three hundred sixty-five (365) consecutive days each, calculated backward from the date of such person's displacement, in each of which the employee has been employed by Employer for two hundred (200) or more work days (including paid vacation days as work days); it being understood and agreed that if, in any such three hundred sixty-five (365) day period, such employee was employed for less than two hundred (200) work days by Employer, such three hundred sixty-five (365) day period shall not be counted as a qualified year but shall be "bridged" for displacement pay purposes, with the result that any such three hundred sixty-five (365) day period or periods prior to such "bridged" year in which employee was employed by Employer for two hundred (200) or more work days shall be counted as a qualified year; provided, however, that any three hundred sixty-five (365) day period in which employee received any authorized leave of absence without pay shall be extended by the length of such leave and provided, further, that the computation of qualified years shall be subject to the following exception:

An employee who is determined to have less than two (2) qualified years shall be credited with a qualified year only if, in addition to having been employed for at least two hundred (200) or more days in the three hundred sixty-five (365) days immediately preceding the date of displacement, the employee shall have been employed for at least one (1) day during the first six (6) months of the eighteen (18) month period immediately preceding the date of displacement, in which case the employee shall be credited with one (1) qualified year.

Qualified Years as of the Date of Displacement	Number of Weeks of Displacement Pay Payable
1 or 2	1
3	1½
4	2
5 to 9 (inclusive)	3
10 or 11	5
12 or 13	6
14 or 15	7
16 or 17	8
18 or 19	9
20 or more	10

Notwithstanding anything in this subparagraph (e) to the contrary, no such displaced person shall be eligible for displacement pay if:

(i) Employer offers the training referred to in subparagraph (d) above and such person rejects it, unless the training rejected is for a job at a lower rate of pay, or

(ii) such person is offered a job by Employer at an equal or better rate of pay, or

(iii) such person accepts any job with Employer even though such job is at a lower rate of pay.

(f) Negotiation of New Rates

If any technological change results, with respect to the performance of work in any classification hereunder, in materially changing the job description thereof, if any, provided herein, or in requiring substantially different training, qualification or skills therefor, and either the Employer or the Union desires to negotiate a new rate or classification for such job, the party desiring such negotiation shall give written notice to such effect to the other party within thirty (30) days following the date upon which any such job is so affected. Upon receipt of such notice, the parties shall immediately endeavor to agree upon the proper classification or rate for such job. Any such agreement shall be final and binding upon the parties concerned. If no such agreement is reached within thirty (30) days after such written notice is received, either party to this Agreement may, within thirty (30) days thereafter, invoke Step Two of the grievance procedure provided in Article 11 hereof or, if they mutually agree to waive Step Two, may proceed immediately to Step Three of the grievance procedure so provided. The rate or classification determined by such agreement or by any arbitration

pursuant to Step Three of the grievance procedure shall be effective retroactive to the date upon which any employee commenced performing services in any such affected job, but no reduction in rate shall be retroactive.

(g) Experimental Technological Changes

The provisions of subparagraphs (c), (d), (e) and (f) above shall not apply to any experimental technological change except that if any such change becomes other than experimental and any increased rate for a job affected thereby is negotiated pursuant to subparagraph (f) above, such increased rate shall be retroactive to the date upon which an employee commenced performing the changed services in such affected job. As used herein, the term, "experimental technological change" shall mean a technological change which is instituted by Employer for the primary purpose of determining, under operating conditions, the feasibility and adequacy of performance of any new or modified device or equipment; provided, however, that the change shall no longer be considered experimental after the date upon which its operation by persons under the jurisdiction of this Agreement is no longer subject to supervision by the technicians or engineers concerned with its development. Nothing in this subparagraph (g) shall be construed to deprive Union of jurisdiction over any job over which it otherwise has jurisdiction hereunder.

(h) Disputes Concerning Retraining, Displacement Pay and Negotiation of New Rates

If a dispute arises between Union and Employer with respect to any determination required by subparagraphs (d), (e), (f) or (g) of this Article 7, such dispute shall be subject to the grievance procedure set forth in Article 11 of this Agreement, but any award arising out of such grievance or arbitration shall be limited to the enforcement of the provisions of said subparagraphs hereof and shall not affect Employer's right to make technological changes.

ARTICLE 8. MODIFICATION AND CHANGE

In no event shall any of the terms and conditions of this Agreement be changed, altered, amended or modified in any manner, except by ratification in the same manner as the whole of this Agreement was ratified.

ARTICLE 9. VIDEOTAPE JURISDICTION

The Employer recognizes Local 52 jurisdiction when videotape is utilized on a given feature or television series covered by this Agreement with respect to property persons, grips, electricians and shop craftspersons, it being understood and agreed that the above-named stage crafts shall be utilized in the manner and as described along their craft lines as set forth in this Agreement with respect to film production. The Employer also recognizes Local 52 sound jurisdiction over the boom person and separate back-up audio recorders when videotape is utilized. With respect to jurisdiction in all other aspects of sound and other functions utilized in videotape, these will be subject to clarification as to the scope of the job functions and resolution of jurisdictional conflict with one (1) or more other union locals respecting the technological functions involved in those aspects of the videotape operation, it being understood that such jurisdiction does not include camera use, switching or shading. All of the above is subject to the mutual agreement of the parties with respect to wage scales, working conditions and manning requirements for videotape operations.

ARTICLE 10. STRIKES AND LOCKOUTS

(a) There shall be no strike, work stoppage, slowdown or lockout during the term of this Agreement.

(b) The employees shall have the right to refuse to cross any authorized picket line established by another trade union.

ARTICLE 11. GRIEVANCE PROCEDURE

All complaints, disputes or questions as to the interpretation, application or performance of this Agreement shall be adjusted initially by direct negotiations between the Union and the Employer or their representatives. Should any dispute or difference arise, both parties shall endeavor to settle these in the simplest and most direct manner. No grievance can be brought after forty-five (45) days from the date of the alleged violation or from the date upon which the Union learns, or should have learned, of the alleged violation, whichever is later. The procedure shall be as follows (unless step or steps thereof are waived, combined or extended by mutual consent):

Step 1: The grievance shall be submitted immediately to the aggrieved employee's shop steward and the production manager representing the Employer. If the shop steward and the production

manager fail to settle the grievance within the day of the occurrence, it must be submitted to Step 2.

Step 2: The grievance shall then be referred to the business manager of the Union or the business manager's designated representative and the Employer or its authorized representative. If no settlement is reached within ten (10) days, exclusive of Saturday, Sunday or holidays, the grievance must be submitted to arbitration as set forth in Step 3.

Step 3: If the dispute or difference is not settled in the second step above, either party may submit the matter to arbitration pursuant to and in accordance with the rules and procedures of the American Arbitration Association ("AAA") within ten (10) days after the reply was given in the second step, provided that in no event will the actual hearing be held prior to the completion of the work done by Local 52 in the feature, segment of television series or other production. However, the Labor Relations representative of the Employer and the Union may agree to hold a hearing prior to that time.

(a) If the parties cannot mutually agree upon an arbitrator, an arbitrator shall be selected pursuant to the rules and procedures of the AAA. The parties shall jointly pay the cost of the arbitrator's services.

(b) The decision of the arbitrator shall be final and binding on the parties.

(c) When and in the event the grievance concerns a payment of wages, the sum in question will be placed in escrow by the Employer in an account in a local bank indicating the Employer and the Union as joint owners of said account, with said escrow to be released to the parties as their interests may appear upon the arbitrator's final determination.

ARTICLE 12. WAGES TO CORPORATIONS

All wages and other payments required under this Agreement for services rendered shall be made directly to the employee engaged after all appropriate employment taxes have been deducted. No employee engaged under this Agreement may request that any payments be made to any corporation. No Employer shall make any such payments to any corporation.

ARTICLE 13. POLICY

It is the policy of the Employer not to evade intentionally the provisions of this Agreement by participating in a covered production by providing financing or the guarantee thereof for a covered production, which production has direct labor costs for bargaining unit work (other than a minimal amount) less favorable than those provided for under this Agreement or other applicable collective bargaining agreements. Nothing in this Article shall be deemed to extend the scope of jurisdiction of this Agreement. Subcontracting, negative pick-up transactions, distribution transactions, and production-distribution transactions which are *bona fide* are not prohibited.

Effective October 20, 2024, prior to subcontracting bargaining unit work, the Employer shall notify the Union in writing of its intention to do so. Inadvertent failure to provide such notice shall not be considered a violation of this Agreement.

ARTICLE 14. SEVERABILITY

Should any provision of this Agreement or the application of such provision to any person or circumstance be held in conflict with a provision of law, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held in conflict with a provision of law, shall not be affected thereby.

ARTICLE 15. TERM OF AGREEMENT AND EFFECTIVE DATE

The term of this Agreement shall be from October 1, 2024 to and including September 30, 2027. The provisions of this Agreement shall be effective as of October 20, 2024, except to the extent that a contrary date is specified in this Agreement. The terms and conditions of the 2021 Local 52 Feature and Television Production Contract shall apply until October 20, 2024, except when an earlier date is specified in this Agreement.

On or before September 1, 2027, the parties hereto shall meet to confer for the purpose of negotiating the terms of a new agreement to take effect on October 1, 2027.

ARTICLE 16. SUPPLEMENTAL DIGITAL PRODUCTION AGREEMENT

The parties have agreed to enter into a Supplemental Digital Production Agreement establishing terms and conditions of employment for employees employed in the classifications covered under this Agreement within the geographical jurisdiction of this Agreement in making digital recordings. As part of this Agreement, the Employers agree to recognize Local 52 as the exclusive bargaining representative of the following two classifications:

(a) video controller/shader/playback technicians; and

(b) digital utility persons.

ARTICLE 17. 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 fifty-six (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 17(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:[2]

(i) For a mental or physical illness, injury, or health condition of the employee or the employee's family member, regardless

[2] "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, 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*.

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.

(3) Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. An Employer may request documentation from an employee confirming the employee's eligibility to take sick leave when

the employee uses leave for three or more consecutive and previously scheduled workdays. An Employer cannot require an employee or the person providing documentation, including medical professionals, to disclose the reason for leave, except as required by law. Requests for documentation shall be limited to the following:

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

(ii) An attestation from an employee of the employee's eligibility for 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) Eight (8) hours 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. Replacements for weekly employees may be hired either on a daily basis or 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 17(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 17(a).

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

(7) Upon return to work following any sick leave taken pursuant to this Article 17(a), an employee shall be restored by the

Employer to the position of employment held by the employee prior to any sick leave taken pursuant to this section with the same pay and other terms and conditions of employment, provided that the position continues to exist.

(8) Employer shall advise the employee of the designated Employer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 17(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 in Article 11 hereof.

(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 January 1, 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 day, effective January 1, 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 January 1, 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 January 1, 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, effective January 1, 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 17(b).

(3) Eight (8) hours 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. 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."[3] Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

(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.

---

[3] "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.

(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 17(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 January 1, 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 January 1, 2025) as provided in subparagraph (1) above. Employer also shall notify Local 52 of the name and contact information of the designated Employer representative or department.

(7) Any Employer that, as of June 1, 2022, had a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time, may continue such policy in lieu of the foregoing. Nothing shall prevent an Employer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any employee for the exercise of 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 in Article 11 hereof.

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

The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York State Paid Sick Leave Law of 2020 (New York Labor Law Section 196-b); the New York City Earned Safe and Sick Time Act (N.Y.C. Admin. Code, Section 20-911 *et seq*.); the New Jersey Paid Sick Leave Act (N.J.S.A. 34:11D-1 *et seq*.); the Bloomfield Sick Leave for Private Employees Ordinance (Chapter 463 of the Code of the Township of Bloomfield, New Jersey); the East Orange Paid Sick Leave Ordinance (Chapter 140 of the Code of the City of East Orange, New Jersey); the Jersey City Paid Sick Time Law (Chapter 4 of the Code of the City of Jersey City, New Jersey); the New Brunswick Paid Sick Time and Paid Safe Time Leave Ordinance (Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey); the Plainfield Sick Leave for Private Employees and City Employees Ordinance (Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey); the Irvington Sick Time Ordinance (Chapter 277, Article I of the Code of the Township of Irvington, New Jersey); the Montclair Paid Sick Leave Ordinance (Chapter 132, Article

I of the Code of the Township of Montclair, New Jersey); the Morristown Paid Sick Leave Ordinance (Article XV, §2-89, *et seq.* of the Code of the Town of Morristown, New Jersey); the Newark Sick Leave for Private Employees Ordinance (Chapter 16:18 of the Code of the City of Newark, New Jersey); the Passaic Paid Sick Leave for Private Employees Ordinance (Chapter 128, Article I of the Code of the City of Passaic, New Jersey); the Paterson Sick Leave for Private Employees Ordinance (Chapter 412 of the Paterson, New Jersey Code); and the Trenton Paid Sick Leave Ordinance (Chapter 230 of the Code of the City of Trenton, New Jersey); and any other ordinance, statute or law requiring paid sick leave that is hereinafter enacted. It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.

ARTICLE 18. 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 minorities, LGBTQIA, persons with a disability and other protected categories; however, underrepresented classifications may vary per craft.

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

(b) **Self-Identification Data**. During the 2021 negotiations, the parties discussed the efforts that have been made by the Employers and Local 52 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 underrepresented groups and for tracking the success of their efforts to diversify the workforce. To that end, Local 52 agrees to encourage its members to voluntarily self-identify when requested to do so by the Local or an Employer, including when members are completing new membership paperwork for the Local or start paperwork for an Employer. Local 52 further agrees to share with the AMPTP and each Employer any diversity statistics that it currently possesses or develops in the future.

To the extent that an Employer has aggregated diversity statistics concerning Local 52-covered employees, the Employer agrees to share the information with Local 52 upon request, no more frequently than twice per year.

(c) **Training Program Opportunities**. The parties shall discuss the development, administration and oversight of program(s) for on-the-job training within the motion picture industry in the various job classifications covered by the Local 52 Feature and Television Production Contract and the Local 52 Supplemental Digital Production Agreement. The goal of the training program(s) shall be to greatly expand training program opportunities to enhance employment for individuals who are underrepresented in this industry. The types of training programs established may vary depending on the experience of the candidates and the 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 for entry level positions, which will operate in addition to existing training programs. Elements of the working training program shall include:

(i) Outreach. The Employer 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 underrepresented 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) 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) The Union and Employers commit to support working trainees prior to and/or during the working trainee's assignment.

(iv) Recognizing the value of a mutual commitment to the success of the working trainee, Employers agree that working trainee(s) will be assigned to a Department in consultation with and with the support of the Department Head (or designee as agreed to by the

Employer and the Department Head). A trainee shall not be assigned to more than one Department for the duration of the training program. The Union agrees to encourage its members to participate in and support the working trainee program(s). Once a working trainee is placed within a Department, the Department Head and other appropriate bargaining unit personnel (or designee as agreed to by the Employer and the Department Head) shall assist in mentoring, training and developing the working trainee, and other crew members likewise shall facilitate opportunities for the working trainee to learn.

(v) Subject to subparagraph (iv) above, and after the working trainee completes any pre-training and/or craft orientation, the Employer shall assign the working trainee to a production. 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 department. Working trainees in this capacity will not displace any crew members working under the terms of the applicable Agreement and will be an additional position in the department. Working trainees will be paid a minimum of $23.50 per hour with all other terms and conditions of employment for the trainee to 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 Department Head and other appropriate personnel, that additional training is warranted and appropriate.

(vi) Once the individual has 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 52 Feature and Television Production Contract (or the Local 52 Supplemental Digital Production Agreement) in an open entry level position for which the individual has gained working trainee experience. The individual may be assigned as a member of the regular crew in the same department in which the individual had been working or on another production or in another assignment.

(vii) No more than one trainee may be assigned to any one Department at a time.

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

(3) Parties to discuss keeping a record of individuals who successfully complete the training programs.

(4) Funding/cost-sharing of the training program(s) to be determined.

(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) Individuals who have successfully completed agreed-upon training program(s) outlined in subparagraphs (1) and (5) above shall be added to the available list of the Union.

(7) The parties agree to create a joint mentorship program to foster connections between mentors and individuals from underrepresented groups or underserved communities entering the industry workforce through the programs described in this provision with the goal of expanding access to those individuals' opportunities for employment in the industry.

(8) Within ninety (90) days prior to the expiration of the Agreement, the Union may approach an Employer to discuss modifications to a training program, and the Employer will give good faith consideration to the Union's suggestion(s).

ARTICLE 19. BEREAVEMENT LEAVE

This Article 19 applies prospectively on or after October 20, 2024.

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 an hourly or daily basis, a day of bereavement leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. For weekly employees (including "on call" employees, if any), a day of bereavement

[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.

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.

ARTICLE 20. ARTIFICIAL INTELLIGENCE

This Article 20 applies prospectively on or after October 20, 2024.

(a) **Definitions**

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

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

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

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

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

(b) **Existing Technologies and Practices**

The parties acknowledge that the 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 and the Local 52 Supplemental Digital Production Agreement (collectively, the "Agreements").

(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[5] 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

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

retains the right to require that an employee obtain consent from the Employer before using AI Systems, and Employer retains the right to reject the use of AI Systems or any output from such use, including when the use could adversely affect the copyrightability or exploitation of the work or create other risks or liabilities for the Employer. Employer agrees to provide the International Union with any written policies governing the use of AI Systems by employees covered under this Agreement. Upon request, the Employer shall also provide Local 52 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.

HOURS OF EMPLOYMENT AND WORKING CONDITIONS

PART A. WORKING CONDITIONS FOR EMPLOYEES WORKING ON MOTION PICTURES IN NEW YORK AND/OR NEW JERSEY

The following working conditions apply to employees working in New York and/or New Jersey on theatrical or television motion pictures.

SECTION 1. WAGE SCALES

(a) During the term of this Agreement, the minimum wage scales shall be as follows:

(1) Minimum daily rates for employees working on theatrical motion pictures shooting in New York and New Jersey:

CATEGORY	9/29/24 - 9/27/25	9/28/25 - 10/3/26	10/4/26 - 9/30/27
SOUND: Production Mixer	$659.10	$685.46	$709.45
Boom Person	526.33	547.38	566.54
Utility Person	526.33	547.38	566.54
DEPARTMENT HEADS: Shop Craftsperson	553.25	575.38	595.52
Electrician	515.91	536.55	555.33
Property Person	515.91	536.55	555.33
Grip	515.91	536.55	555.33
Drapery Person	515.91	536.55	555.33
Generator Person	515.91	536.55	555.33
FOREPERSONS: Shop Craftsperson	522.83	543.74	562.77
Electrician	450.73	468.76	485.17
Property Person	450.73	468.76	485.17
Grip	450.73	468.76	485.17

(continued)

(continued)

CATEGORY	9/29/24 - 9/27/25	9/28/25 - 10/3/26	10/4/26 - 9/30/27
OPERATORS: Shop Craftsperson	$501.40	$521.46	$539.71
Electrician	430.96	448.20	463.89
Property Person	430.96	448.20	463.89
Grip	430.96	448.20	463.89

(2) (i) Minimum daily rates for employees working on television motion pictures shooting in New York and New Jersey, except for long-form television motion pictures (including mini-series), pilots, one-hour series and 1st and 2nd seasons of single camera half-hour prime time dramatic series:

CATEGORY	9/29/24 - 9/27/25	9/28/25 - 10/3/26	10/4/26 - 9/30/27
SOUND: Production Mixer	$659.10	$685.46	$709.45
Boom Person	521.12	541.96	560.93
Utility Person	521.12	541.96	560.93
DEPARTMENT HEADS: Shop Craftsperson	553.25	575.38	595.52
Electrician	515.91	536.55	555.33
Property Person	515.91	536.55	555.33
Grip	515.91	536.55	555.33
Drapery Person	515.91	536.55	555.33
Generator Person	515.91	536.55	555.33
FOREPERSONS: Shop Craftsperson	515.91	536.55	555.33
Electrician	443.77	461.52	477.67
Property Person	443.77	461.52	477.67
Grip	443.77	461.52	477.67
OPERATORS: Shop Craftsperson	497.98	517.90	536.03
Electrician	427.52	444.62	460.18
Property Person	427.52	444.62	460.18
Grip	427.52	444.62	460.18

(2) (ii) Minimum daily rates for employees working on 1st and 2nd seasons of single camera half-hour prime time dramatic series, for which the 1st episode of the season commences principal photography on or after October 20, 2024, shooting in New York and New Jersey:

CATEGORY	9/29/24 - 9/27/25	9/28/25 - 10/3/26	10/4/26 - 9/30/27
SOUND: Production Mixer	$639.33	$664.90	$688.17
Boom Person	505.49	525.70	544.10
Utility Person	505.49	525.70	544.10
DEPARTMENT HEADS: Shop Craftsperson	536.65	558.12	577.65
Electrician	500.43	520.45	538.67
Property Person	500.43	520.45	538.67
Grip	500.43	520.45	538.67
Drapery Person	500.43	520.45	538.67
Generator Person	500.43	520.45	538.67
FOREPERSONS: Shop Craftsperson	500.43	520.45	538.67
Electrician	430.46	447.67	463.34
Property Person	430.46	447.67	463.34
Grip	430.46	447.67	463.34
OPERATORS: Shop Craftsperson	483.04	502.36	519.95
Electrician	414.69	431.28	446.37
Property Person	414.69	431.28	446.37
Grip	414.69	431.28	446.37

(2) (iii) Minimum daily rates for employees working on 1st and 2nd seasons of single camera half-hour prime time dramatic series, for which the 1st episode of the season commenced principal photography prior to October 20, 2024, shooting in New York and New Jersey:

CATEGORY	9/29/24 - 9/27/25	9/28/25 - 10/3/26	10/4/26 - 9/30/27
SOUND:			
Production Mixer	$615.98	$659.10	$685.46
Boom Person	487.03	521.12	541.96
Utility Person	487.03	521.12	541.96
DEPARTMENT HEADS:			
Shop Craftsperson	517.06	553.25	575.38
Electrician	482.16	515.91	536.55
Property Person	482.16	515.91	536.55
Grip	482.16	515.91	536.55
Drapery Person	482.16	515.91	536.55
Generator Person	482.16	515.91	536.55
FOREPERSONS:			
Shop Craftsperson	482.16	515.91	536.55
Electrician	414.74	443.77	461.52
Property Person	414.74	443.77	461.52
Grip	414.74	443.77	461.52
OPERATORS:			
Shop Craftsperson	465.40	497.98	517.90
Electrician	399.55	427.52	444.62
Property Person	399.55	427.52	444.62
Grip	399.55	427.52	444.62

(3) Minimum daily rates for employees working on long-form television motion pictures (including mini-series the first part of which commenced principal photography prior to October 20, 2024) and pilots shooting in New York and New Jersey:

CATEGORY	9/29/24 - 9/27/25	9/28/25 - 10/3/26	10/4/26 - 9/30/27
SOUND: Production Mixer	$607.19	$631.48	$653.58
Boom Person	475.49	494.51	511.82
Utility Person	475.49	494.51	511.82
DEPARTMENT HEADS: Shop Craftsperson	509.84	530.23	548.79
Electrician	475.49	494.51	511.82
Property Person	475.49	494.51	511.82
Grip	475.49	494.51	511.82
Drapery Person	475.49	494.51	511.82
Generator Person	475.49	494.51	511.82
FOREPERSONS: Shop Craftsperson	475.49	494.51	511.82
Electrician	409.13	425.50	440.39
Property Person	409.13	425.50	440.39
Grip	409.13	425.50	440.39
OPERATORS: Shop Craftsperson	449.40	467.38	483.74
Electrician	384.55	399.93	413.93
Property Person	384.55	399.93	413.93
Grip	384.55	399.93	413.93

(4) Minimum daily rates for employees working on one-hour series shooting in New York and New Jersey which began production prior to May 16, 2006:

CATEGORY	9/29/24 - 9/27/25	9/28/25 - 10/3/26	10/4/26 - 9/30/27
SOUND: Production Mixer	$640.17	$665.78	$689.08
Boom Person	506.38	526.64	545.07
Utility Person	506.38	526.64	545.07
DEPARTMENT HEADS: Shop Craftsperson	537.45	558.95	578.51
Electrician	501.22	521.27	539.51
Property Person	501.22	521.27	539.51
Grip	501.22	521.27	539.51
Drapery Person	501.22	521.27	539.51
Generator Person	501.22	521.27	539.51
FOREPERSONS: Shop Craftsperson	501.22	521.27	539.51
Electrician	431.15	448.40	464.09
Property Person	431.15	448.40	464.09
Grip	431.15	448.40	464.09
OPERATORS: Shop Craftsperson	484.08	503.44	521.06
Electrician	415.67	432.30	447.43
Property Person	415.67	432.30	447.43
Grip	415.67	432.30	447.43

(5) (i) Minimum daily rates for employees working on new one-hour series in New York and New Jersey which began production on or after May 16, 2006, and in its 1st or 2nd season and for which principal photography of the 1st episode of the season commences on or after October 20, 2024, and new mini-series the 1st part of which commences principal photography on or after October 20, 2024[6]:

CATEGORY	9/29/24 - 9/27/25	9/28/25 - 10/3/26	10/4/26 - 9/30/27
SOUND: Production Mixer	$639.33	$664.90	$688.17
Boom Person	507.54	527.96	546.54
Utility Person	507.54	527.96	546.54
DEPARTMENT HEADS: Shop Craftsperson	536.65	558.12	577.65
Electrician	500.43	520.45	538.67
Property Person	500.43	520.45	538.67
Grip	500.43	520.45	538.67
Drapery Person	500.43	520.45	538.67
Generator Person	500.43	520.45	538.67
FOREPERSONS: Shop Craftsperson	503.15	523.43	541.89
Electrician	433.21	450.70	466.61
Property Person	433.21	450.70	466.61
Grip	433.21	450.70	466.61
OPERATORS: Shop Craftsperson	484.36	503.82	521.52
Electrician	416.03	432.75	447.97
Property Person	416.03	432.75	447.97
Grip	416.03	432.75	447.97

[6] During the 2024 negotiations, the parties agreed that the wage rates for mini-series commencing principal photography on or after October 20, 2024 would be calculated in the same manner as the wage rates for the first and second season of a one-hour series under the Sideletter re: "Special Conditions for New One-Hour Episodic Television Series, the Production of Which Commences On or After May 16, 2006."

(5) (ii) Minimum daily rates for employees working on new one-hour series in New York and New Jersey which began production on or after May 16, 2006, and in its 1st or 2nd season and for which principal photography of the 1st episode of the season commences prior to October 20, 2024:

CATEGORY	9/29/24 - 9/27/25	9/28/25 - 10/3/26	10/4/26 - 9/30/27
SOUND: Production Mixer	$615.98	$659.10	$685.46
Boom Person	488.90	523.33	544.38
Utility Person	488.90	523.33	544.38
DEPARTMENT HEADS: Shop Craftsperson	517.06	553.25	575.38
Electrician	482.16	515.91	536.55
Property Person	482.16	515.91	536.55
Grip	482.16	515.91	536.55
Drapery Person	482.16	515.91	536.55
Generator Person	482.16	515.91	536.55
FOREPERSONS: Shop Craftsperson	484.63	518.83	539.74
Electrician	417.24	446.73	464.76
Property Person	417.24	446.73	464.76
Grip	417.24	446.73	464.76
OPERATORS: Shop Craftsperson	466.60	499.40	519.46
Electrician	400.77	428.96	446.20
Property Person	400.77	428.96	446.20
Grip	400.77	428.96	446.20

(5) (iii) Minimum daily rates for employees working on new one-hour series in New York and New Jersey which began production on or after May 16, 2006, and in its 3rd or subsequent season:

CATEGORY	9/29/24 - 9/27/25	9/28/25 - 10/3/26	10/4/26 - 9/30/27
SOUND: Production Mixer	$659.10	$685.46	$709.45
Boom Person	523.33	544.38	563.54
Utility Person	523.33	544.38	563.54
DEPARTMENT HEADS: Shop Craftsperson	553.25	575.38	595.52
Electrician	515.91	536.55	555.33
Property Person	515.91	536.55	555.33
Grip	515.91	536.55	555.33
Drapery Person	515.91	536.55	555.33
Generator Person	515.91	536.55	555.33
FOREPERSONS: Shop Craftsperson	518.83	539.74	558.77
Electrician	446.73	464.76	481.17
Property Person	446.73	464.76	481.17
Grip	446.73	464.76	481.17
OPERATORS: Shop Craftsperson	499.40	519.46	537.71
Electrician	428.96	446.20	461.89
Property Person	428.96	446.20	461.89
Grip	428.96	446.20	461.89

(b) The weekly rate for a temporary employee hired by the week shall be five (5) times the applicable daily rate.

(c) The Employer shall submit to Local 52's office a monthly report of the earnings of all employees employed under this Agreement.

(d) Wage scales for employees that work on production locations outside the New York City Zone (*i.e.*, Long Island, the five (5) boroughs of New York City and within thirty (30) miles of Columbus Circle) shall be reduced by ten percent (10%) with respect to weekly employment.

SECTION 2. PAYMENT OF WAGES

The regular pay day will be on Thursday (holiday weeks excluded) (Friday on distant location) for all work performed during the previous payroll week. The payroll week shall be from midnight Saturday to midnight Saturday. All employees will be paid in cash and only by check when adequate check cashing facilities are available or provided by the Employer or when the Employer makes direct deposit available to the employee at no cost to the employee.

Effective October 20, 2024, the payroll start package/forms, whether electronic or hard copy, must be provided to a new employee no later than the end of the first day of employment. Inadvertent failure to do so shall not be considered a violation of this provision. When requested by the employee, the Employer must provide a hard copy of the start package/forms to the employee or assist with completion of the electronic start package/forms.

SECTION 3. MINIMUM CALL

(a) Employees required to work shall receive a minimum of eight (8) hours pay for each such call.

(b) 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. In the event that the employee reports for training of no more than four (4) hours and is then dismissed for the day, the employee shall be paid a four (4) hour minimum call, which shall be subject to pension, health and IAP contributions.

SECTION 4. REST PERIOD

(a) Daily Rest Period

(1) There shall be at least a ten (10) hour daily rest period between the termination of work on one work call and the commencement of the next work call, measured as provided in subparagraph (d) below; 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) (i) The following shall apply to employees working on theatrical motion pictures shooting within a fifty (50) mile radius of Columbus Circle: Any employee who is required to work more than fourteen (14) consecutive hours, including meal periods (*i.e.*, fourteen

(14) elapsed hours) from the time of reporting and who does not receive a ten (10) hour rest period thereafter shall be paid, when the employee resumes work, two and one-half times (2½) the employee's regular basic hourly rate for all such hours worked in excess of fourteen (14) until the employee receives a ten (10) hour rest period.

(ii) The following shall apply to employees working on theatrical motion pictures shooting outside a fifty (50) mile radius from Columbus Circle or on any television motion picture: Any employee who is required to work more than fourteen (14) consecutive hours, including meal periods (*i.e.*, fourteen (14) elapsed hours) from the time of reporting and who does not receive a ten (10) hour rest period thereafter shall continue to be paid, when the employee resumes work, at the rate in effect for such employee at the end of the first call for all such hours worked in excess of fourteen (14) until the employee receives a ten (10) hour rest period.

(b) Weekend Rest Period[7]

(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.

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

(iii) Employer may utilize the foregoing exceptions:

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

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

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

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

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

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

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

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

(5) Measurement of the weekend rest period shall be the same as applies to the daily rest period in this Section 4, 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).

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

(2) Effective January 19, 2025, and except as otherwise provided in subparagraph (a)(2) above, the penalty for invasion of the rest period as provided herein shall be a payment for invaded hours only

at an additional double time. If the rest period is invaded by one-half hour or less, the penalty shall be payment of one-half hour of additional double time; if the rest period is invaded by more than one-half hour, the penalty shall be computed in one-tenth hour increments (*e.g.*, a thirteen (13) minute invasion would result in payment of additional double time for one-half hour, and a thirty-six (36) minute invasion would result in payment of additional double time for six-tenths of an hour). This subparagraph (2) shall not apply to motion pictures, parts of a mini-series or episodes of a series which commence principal photography prior to January 19, 2025.

(d) When the Daily Rest Period Starts and Ends

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

In the New York metropolitan area, when an employee is required to report to a location within the 30-mile zone (as defined in Section 5(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 a Location Within the Thirty (30) Mile Columbus Circle 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 30-mile Columbus Circle Zone (as defined in Section 5(a)), 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 30-mile Columbus Circle Zone (as defined in Section 5(a)), 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 for work on a pilot which commences principal photography on September 11, 2022. The employee is dismissed from work at 9:00 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 hour. The employee's daily rest period begins at 9:30 p.m. When the employee is required to report to Newark to work for the same Employer the following day, the employee's call time may not be earlier than 8:00 a.m. to avoid an invasion of the ten (10) hour daily rest period.

(3) For Employees Reporting to a Studio

In the New York metropolitan area, when an employee is required to report to a studio located within the 30-mile Columbus Circle Zone (as defined in Section 5(a)), the daily rest period shall commence at the time of dismissal at the studio and, if called to work at the studio by the same Employer the following day, end at the call time for the next day.

(4) For Employees Reporting to Work on Nearby Locations

In the New York metropolitan area, if an employee is required to report to a nearby location outside the 30-mile Columbus Circle Zone (as defined in Section 5(a)), 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. for work on a pilot that commences principal photography on September 11, 2022. The employee is dismissed from work at 8:00 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 9:30 p.m. When the employee is required to report to Princeton to work for the same Employer the following day, the employee's call time may not be earlier than 9:00 a.m. to avoid an invasion of the ten (10) hour daily rest period.

(5) 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.

(6) For Employees Reporting to Work Within the 30-Mile Buffalo Production Zone as Defined in Section 5(b)

When an employee reports to work within a thirty (30) mile radius of City Hall in Buffalo, New York as provided in Section 5(b), the daily rest period shall be measured from the time of dismissal at the studio or location and ends at the call time at the studio or location.

SECTION 5. REPORT TO LOCATIONS

(a) The following shall apply in the New York metropolitan area:

(1) The Thirty (30) Mile Columbus Circle 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 (whether at a studio or a location), the employee's call time shall commence at the studio or location and shall end when dismissed at such studio or location.

(2) Nearby Locations

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

needed to travel from the location either to such mutually-agreed upon point or to the perimeter of the area bounded by 125th Street and the Battery is added to the dismissal time.

(3) A designated representative of the 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.

(b) In addition, the following shall apply to employees working on a motion picture within a radius of thirty (30) miles of City Hall in Buffalo, New York ("30-mile Buffalo Production Zone"):

(1) Report-To Locations Within the 30-Mile Buffalo Production Zone: Any studio or location that is within the 30-mile Buffalo Production Zone shall be a report-to location without any travel payment. Except as provided in (3) below, the employee's call time shall commence at a studio or location within the 30-mile Buffalo Production Zone and shall end when dismissed at a studio or location within the 30-mile Buffalo Production Zone.

(2) Nearby Location: Unless offered transportation by the Employer, the employee shall be paid a mileage allowance based on thirty cents ($.30) per mile from the perimeter of the 30-mile Buffalo Production Zone to the nearby location for all such authorized use of the employee's vehicle. Alternatively, the Producer may make other arrangements with the employee for payment as allowed under applicable law (*e.g.*, car allowance).

(3) An employee who resides within a radius of sixty (60) miles of Columbus Circle and who is hired to work in the 30-mile Buffalo Production Zone shall be entitled to the following:

(i) The employee shall be provided with reasonable single occupancy hotel accommodations.

(ii) Per Diem

(A) The Employer shall pay per diem to the employee at the following rates per day:

	Effective 10/1/2024	**Effective 10/20/2024**	**Effective 10/18/2026**
Breakfast	$10.00	$14.00	$16.00
Lunch	$14.00	$21.00	$22.00
Dinner	$27.00	$35.00	$37.00
Total Per Diem	$51.00	$70.00	$75.00

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

(iii) Idle Pay: The Employer shall pay the employee four (4) hours at the employee's scale hourly rate for each idle sixth or seventh day in a workweek and shall make a daily benefit plan contribution on behalf of the employee in the amount specified in this Agreement for each idle sixth or seventh day.

(iv) The employee shall be paid portal-to-portal. In all cases, this shall be based on the time of travel from the housing accommodations provided to such employees generally and the applicable production location.

SECTION 5.1 STUDIO

A studio shall be defined as any facility with a production office and one or more sound stage(s) that is used for motion picture production on other than a temporary basis and that is located within the 30-mile Columbus Circle Zone (as defined in Section 5(a)) or within the 30-mile Buffalo Production Zone (as defined in Section 5(b)). Examples of studios include but are not limited to: Steiner Studios (Brooklyn), Silvercup Studios (Long Island City, Queens, Bronx), Meadowlands Arena fka Izod Center, Kearny Point, Palisades Stages (Kearny, NY), Haven Studios (Mount Vernon, NY) and 21 Caven Point Avenue (Jersey City, NJ).

SECTION 5.2 USE OF PERSONAL VEHICLE

Prior to October 20, 2024, when an employee uses a personal vehicle at the Employer's request to conduct business for the Employer during the workday within a radius of thirty (30) miles of Columbus

Circle or within a radius of thirty (30) miles of City Hall in Buffalo, New York as provided in Section 5(b) (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.

Effective October 20, 2024, 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.

SECTION 6. MEALS ON LOCATION

(a) Employees on location out of town shall be allowed the sum set forth in the chart below for breakfast, lunch and dinner, plus first class hotel accommodations, if available. For purposes of this Section, employees "on location out of town" refers to those employees who are required by the Employer to remain away from home overnight ("Distant Hires").

	Effective 10/1/2024	**Effective 10/20/2024**	**Effective 10/18/2026**
Breakfast	$6.50	$14.00	$16.00
Lunch	$8.50	$21.00	$22.00
Dinner	$14.00	$35.00	$37.00
Total Per Diem	$29.00	$70.00	$75.00

(b) Meal allowances shall not be required if a meal appropriate to the time of day is provided by the Employer.

SECTION 7. TRANSPORTATION, TRAVEL TIME AND IDLE DAYS

(a) First class transportation shall be furnished by the Employer to and from location with lower berth accommodations whenever possible and all regular meals while traveling. Travel by tourist accommodations in a plane of a regularly-scheduled commercial airline shall be deemed "first class" transportation for this purpose.

(b) 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 October 20, 2024, 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.

(c) When an employee has worked during the day and is required to travel in excess of the regular eight (8) hour work schedule, the employee shall be paid for the hours spent in travel at the rate of time and one-half (1½), except that such travel time paid shall not exceed four (4) hours at time and one-half (1½) during each twenty-four (24) hour period running from 8:30 a.m. to 8:30 a.m.

(d) Employees who work on production locations and who are required by the Employer to be lodged overnight away from home shall receive four (4) hours' pay at scale plus eight (8) hours of pension and health contributions for unworked sixth and/or seventh days. The parties confirm that the four (4) hours of pay shall not be considered work time.

SECTION 7.1 COURTESY HOUSING OR TRANSPORTATION

(a) Prior to October 20, 2024, upon request of an employee who is required to work in excess of fourteen (14) hours within a radius of thirty (30) miles of Columbus Circle in the New York metropolitan area and who advises the Employer of being 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.[8] The Employer shall have no responsibility for the personal vehicle of an employee who elected to use a personal vehicle in lieu of Employer-provided transportation.

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

(b) Effective October 20, 2024, 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, at the Employer's election. Round trip transportation shall be from the designated crew parking area to home and return at the Employer's expense.[9] Employer shall inform employees of the availability of courtesy housing or round trip transportation. Employees shall not be required to secure their own courtesy housing or round trip transportation. Employer must supply and arrange for sufficient courtesy housing/round trip transportation to accommodate all employees who may request the same. In this circumstance, an employee who chooses to obtain transportation through a ride share service such as Uber or Lyft shall be reimbursed upon submission of 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 location terms and conditions.

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

(1) The employee's work time ends upon arrival at the courtesy housing (except as provided in subparagraph (3) below).

---

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

(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.)

SECTION 8. EMPLOYMENT LIST NOTICE

The Employer will file with Local 52, on or before the first day of shooting, a list of the then-known employees furnished by Local 52, I.A.T.S.E. at the request of the Employer and their respective rates of pay. The employment list will be kept current whether the number of employees is increased or decreased and a supplementary list shall be furnished to Local 52 at the completion of the photography.

SECTION 9. NOTIFICATION AND CANCELLATION OF CALLS; TERMINATION OF SERVICES

(a) Notification of Call

(1) All members of the crew shall be notified of the time of their next day's call prior to their dismissal on the previous work day. However, the provisions of Section 9(c) below (termination of an employee hired at the daily rate) shall remain in full force and effect.

(2) 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 which may be cancelled up to four (4) hours prior to the call time. Employer shall provide notice to the Union upon the issuance of a "weather-permitting" call. Inadvertent failure to provide notice to the Union is not subject to grievance and arbitration. In the event the employee is notified not to report to work, such

employee shall be paid four (4) hours of pay at straight time, which shall be subject to pension, health and IAP contributions; 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 Section 9(b) below. Local 52 agrees that it will not unreasonably deny a request by the Employer to issue a "weather-permitting" call under this paragraph for other weather conditions.

(b) Cancellation of "Weather Permitting" Call

The Employer may cancel calls due to inclement weather as provided in subparagraph (a)(2) above for those employees working within a fifty (50) mile radius of Columbus Circle, provided that the Employer provides notice to the Union as soon as practicable. 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 52 agrees that it will not unreasonably deny a request by the Employer to cancel a call under this subparagraph (b) due to other weather conditions.

(c) When an "off production" employee is hired at the daily rate, such employee shall be notified prior to 3:00 p.m. by the Employer if such employee's work is to terminate at the end of that particular day. When an "on production" employee is hired at the daily rate, such employee shall be notified prior to 5:00 p.m. by the Employer if such employee's work is to terminate at the end of that particular day. (It shall be the responsibility of the heads of department of Local 52 to ask for this information and, in the event of failure to do so, the following sentence will not apply.) In the event that such notice is not given, it shall be construed that the employee is to report for work the following day.

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

SECTION 10. WORKING IN HIGHER CLASSIFICATION

(a) If two (2) or more hours of the workday are worked pursuant to a designated supervisor's authorization in a higher classification than

the classification under which the employee is called for work, the higher rate shall prevail for the entire workday. The employee reverts to such employee's regular classification the next day unless notified to the contrary.

(b) Each production unit shall be manned by heads of departments.

SECTION 11. HOLIDAYS

(a) The following holidays shall be recognized for employees employed under the provisions of Part A of this Agreement: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Effective January 1, 2025, Juneteenth shall also be recognized as a holiday. Any holiday designated by federal statute shall be considered to fall on the day so designated except that any holiday falling on a Saturday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be celebrated on the previous Friday, and any holiday falling on a Sunday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be celebrated on the following Monday. All work performed on a holiday shall be paid in accordance with the provisions for work on an employee's seventh day of work within a workweek as set forth in Section 21(c) below.

(b) Except as otherwise provided in this Agreement, each employee employed under Part A 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% (4.583% during the period January 1, 2025 to and including December 31, 2025 and in the period January 1, 2026 to and including December 31, 2026 and in the period January 1, 2027 to and including December 31, 2027) of the employee's annual straight time work earnings. Any amounts paid by the Employer for such unworked holidays shall be offset against the 4% (or 4.583%, as applicable) 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 (including mini-series) or pilots.

(2) For any one-hour episodic series other than a "new" one-hour episodic series (*i.e.*, one that started before May 16, 2006), unworked holiday pay shall be paid as provided in this Section 11(b) (*i.e.*, at 4% (or 4.583%, as applicable) of the employee's annual straight time work earnings). Unworked holiday pay for new one-hour series shall be governed by the provisions of the attached Sideletter re: "Special Conditions for New One-Hour Episodic Television Series, the Production of Which Commences on or After May 16, 2006."

SECTION 12. PENSION, HEALTH AND INDIVIDUAL ACCOUNT PLANS

(a) Pension, Health and Individual Account Plan Contribution Rates

(1) Pension and Health – Basic Rate

An Employer which qualifies as a "15 Million Contributor" (as defined below) shall make pension and health contributions on behalf of employees covered by Part A of this Agreement to the Motion Picture Industry Pension and Health Plans as follows:

(i) Pension Plan

Employer shall pay into the 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 during the period October 1, 2024 to and including September 30, 2027.

(ii) Health Plan

(A) 1) For the period commencing September 29, 2024 to and including September 27, 2025, the Employer shall pay into the Health Plan seven dollars ten and three-tenths cents ($7.103) for each hour worked by or guaranteed an employee by such Employer on or after September 29, 2024 to and including September 27, 2025 under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

2) For the period commencing September 28, 2025 to and including October 3, 2026, the Employer shall pay into the Health Plan seven dollars fifty-five and three-tenths cents ($7.553) for each hour worked by or guaranteed an employee by such Employer on or after September 28, 2025 to and including October 3, 2026 under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

3) For the period commencing October 4, 2026 to and including September 30, 2027, the Employer shall pay into the Health Plan eight dollars and three-tenths cents ($8.003) for each hour worked by or guaranteed an employee by such Employer on or after October 4, 2026 to and including September 30, 2027 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."

(B) For a dental plan, the Employer shall pay into the Health Plan eighteen and seven-tenths cents (18.7¢) for each hour worked by or guaranteed an employee by such Employer on or after October 1, 2024 under the terms of this Agreement, including "straight time" or "overtime" hours on any day worked.

(C) For a vision care plan, the Employer shall pay into the Health Plan five cents ($0.05) for each hour worked by or guaranteed an employee by such Employer on or after October 1, 2024 under the terms of this Agreement, including "straight time" and "overtime" hours for any day worked.

(iii) <u>Retired Employees Fund of the Health Plan</u>

(A) 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 on or after October 1, 2024 to and including September 30, 2027 under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

(B) For a dental plan, the Employer shall pay into the Retired Employees Fund five and one-tenth cents (5.1¢) for each hour worked by or guaranteed an employee by such Employer on or

after October 1, 2024 under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

(C) For a vision care plan, the Employer shall pay into the Retired Employees Fund two cents (2.0¢) for each hour worked by or guaranteed an employee by such Employer on or after October 1, 2024 under the terms of this Agreement, including "straight time" and "overtime" hours for any day worked.

(2) Pension and Health – Actual Cost Rate

An Employer which does not qualify as a "$15 Million Contributor" shall make pension and health contributions on behalf of employees covered by Part A of this Agreement to the Motion Picture Industry Pension and Health 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"").[10] The ""Actual Cost Rate"" shall be subject to adjustment not more frequently than once per year.

(3) Individual Account Plan

The Employer shall contribute to the Individual Account Plan six percent (6%) of the scale regular basic hourly rate of pay for all hours worked or guaranteed on behalf of each employee employed under Part A of this Agreement.

(4) If, at any time during the term of this 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.

(b) No Impact on Post '60s and Supplemental Markets Payments

The Pension Fund of Local 52, I.A.T.S.E., the Welfare Fund of Local 52, I.A.T.S.E. and the Local 52 Reserve (Annuity) Trust Fund merged with the Motion Picture Industry Pension, Health and Individual Account Plans effective January 1, 2004. The parties agreed that the merger of the Local 52 Funds and the Industry Plans shall have no

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

impact on the calculation of or amount payable under the Post '60s and Supplemental Markets provisions of the Producer – I.A.T.S.E. Basic Agreement, the Producer – I.A.T.S.E. Videotape Electronics Supplemental Basic Agreement or the Producer – I.A.T.S.E. Supplemental Digital Production Agreement.

Further, in consideration of the merger agreement, and the Employers' agreement with the pension and health contribution provisions set forth above, Local 52 and the IATSE separately agree that the IATSE will 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 52 Feature and Television Production Contract, the number of individuals employed under the Local 52 Feature and Television Production Contract or the salaries paid to individuals employed under the Local 52 Feature and Television Production Contract.

(c) Administration of Plans

Local 52 shall be considered an employer solely for the purpose of being allowed to make contributions to the Motion Picture Industry Pension, Health and Individual Account Plans on behalf of its officers and employees.

(d) 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 52 bargaining unit, as follows:

(1) Contingent Pension Benefit Increase(s) Effective January 1, 2027 and Every Three (3) Years Thereafter[11]

As soon as practicable following the end of the first quarter of 2027 and every three years thereafter ("the evaluation year"), the Health Plan's consultants, in conjunction with the Pension Plan's actuaries, shall determine whether each of the Active Health Fund and the Retired Employees Fund has at least eight (8) months of reserves as of January 1st of the evaluation year, and the Pension Plan's actuaries shall determine whether to certify that the Pension Plan is in the Green

[11] This provision assumes that the term of the successor agreements to the 2024 IATSE Basic Agreement is three (3) years. If the term of a successor agreement is for a period other than three (3) years, the evaluation year shall be the final year of the applicable IATSE Basic Agreement and the period of the pension benefit increase shall be equivalent to such term.

Zone in the evaluation year. The foregoing determinations shall be based upon the assumptions and methodologies, including but not limited to the funding priorities established for Supplemental Markets and Post '60s contributions, approved by the bargaining parties.

In the event that the Health Plan's consultants certify that each of the Active Health Fund and the Retired Employees Fund has at least eight (8) months of reserves on January 1st of the evaluation year, and the Pension Plan's actuaries certify that the Pension Plan is in the Green Zone in the evaluation year, the pension benefit accrual rates shall be increased, effective January 1st of the evaluation year, by fifteen percent (15%) retroactively for Credited Hours accumulated during the three (3) year period immediately following the most recent increase in the pension benefit accrual rate; provided, however, that the foregoing retroactive increase shall not apply to pensions (including Frozen Benefits) that went into pay status prior to January 1, 2024. For those individuals who had a Break in Service during the three (3) year period immediately preceding January 1st of the evaluation year, the increase shall apply only to Credited Hours accumulated after the date of the most recent Break in Service. (For example, an active participant in the Pension Plan on January 1, 2027, who failed to accumulate at least two hundred (200) Vested Hours in 2024 and 2025 is entitled to the fifteen percent (15%) increase only for those Credited Hours accumulated on or after January 1, 2026.) Any retroactive payments required above shall be made without interest and as soon as practicable following the consultants' certifications as provided above.

In the event that the reserve levels are below eight (8) months in the Active Health Fund or the Retired Employees Fund on January 1st of the evaluation year, or the Pension Plan is not certified to be in the Green Zone in the evaluation year, the benefit accrual rates for Credited Hours accumulated since the most recent increase in the pension benefit accrual rate shall remain at the following rates:

(i) $0.03729 multiplied by the Participant's total Credited Hours accumulated during the Participant's first ten (10) Qualified Years;

(ii) $0.04972 multiplied by the Participant's total Credited Hours accumulated during the Participant's next ten (10) Qualified Years; and

(iii) $0.04972 multiplied by the Participant's total Credited Hours accumulated during the Participant's completed twenty (20) Qualified Years.

(2) The Pension Plan shall provide a thirteenth and fourteenth check on or about November 1st of each year of this Agreement to those retirees who retired on or before August 1, 2009 and who were employed under the Local 52 Majors Agreement and/or Local 52 Supplemental Digital Production Agreement or who were not covered by any collective bargaining agreement during their employment (*i.e.*, "non-affiliates"), provided that the Pension Plan's actuaries, in conjunction with the Health Plan's consultants, determine, taking into account the costs of such thirteenth and fourteenth checks, that: (i) at least eight (8) months of reserves exist in each of the Active Employees Fund and the Retired Employees Fund at that time; (ii) the Plan is certified to be in the Green Zone in the calendar year in which the check(s) are paid; (iii) the cost of thirteenth and fourteenth checks, if any, granted during the term of the Agreement shall be amortized over the eight (8) year amortization period commencing January 1, 2025; and (iv) if there are insufficient funds in the Pension Plan after accounting for existing obligations to provide both a thirteenth and fourteenth check, then a thirteenth check will be provided.

(3) The bargaining parties agree to recommend to the Directors of the Pension Plan that the Pension Plan make a one-time payment equivalent to the value of one (1) additional monthly check to those retirees who retired prior to January 1, 2025 and who were employed under the Local 52 Majors Agreement and/or Local 52 Supplemental Digital Production Agreement or who were not covered by any collective bargaining agreement during their employment (*i.e.*, "non-affiliates").

SECTION 13. 401(k) PLAN

A 401(k) Plan has been established for employees employed under this Agreement. The Plan operates as a Taft-Hartley plan. The Plan is separate from any existing employee benefit plan or welfare fund.

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

(a) There will be no Employer contributions to the 401(k) Plan.

(b) Either the Union and/or the participants in the Plan shall pay all start-up costs as well as any management and administrative costs.

(c) The Employers and the Union will take such measures, particularly with respect to design of the Plan, as are required to limit the liability of the Employers.

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

During the 2024 negotiations, the parties agreed to establish a committee consisting of an equal number of representatives of the Employers and Local 52 (but no more than six (6) representatives of each) to study and evaluate the establishment of a non-discrimination testing safe harbor for the Plan.

SECTION 14. VACATION

Except as otherwise provided in this Agreement, employees shall be paid vacation pay in the amount of three percent (3%) of the applicable straight time hourly scale rate of pay for all hours worked at straight time.

Payment for vacation shall be made in a lump sum payment in the same check as the payment for unworked holiday pay as provided in Section 11 of this Agreement, which check shall be issued either at the end of the television season in the case of a television series or, in the case of other types of production, upon completion of the production.

SECTION 15. LOCAL 52 EDUCATION AND SAFETY TRUST FUND

The Employers shall contribute to the Local 52 Education and Safety Trust Fund fifty dollars ($50.00) per shooting day, with a maximum contribution of three thousand dollars ($3,000) per calendar year per Employer.

SECTION 16. AERIAL FLIGHTS

For aerial flights, submarine diving and artificial air helmet diving done while inspecting, rehearsing or producing, an additional wage of forty dollars ($40.00) per flight or dive shall be paid, but not more than eighty dollars ($80.00) shall be paid for two (2) or more flights or dives in any one day.

SECTION 17. HAZARDOUS WORK AND INSURANCE

(a) In the event that any employee covered by this Agreement is assigned to work involving aerial flights, any underwater work, work in

mine shafts, work above the first floor outside or on top of buildings in those areas not normally open to public use, demolition or explosive work, work on top of moving vehicles where protective metal railings are not provided, work in or upon outrigging affixed to moving vehicles or work while riding in speeding racing cars or moving motorcycles, the employee shall, for the duration of such assignment, be covered by a personal accident insurance policy, insuring against death and/or dismemberment, in the amount of two hundred fifty thousand dollars ($250,000) and providing for a weekly indemnity of three hundred dollars ($300.00) in the event of total disability, as such term is commonly understood in the insurance field, for a period of fifty-two (52) weeks.

(b) Said benefits resulting from the policy mentioned in subsection (a) above shall be payable to the beneficiary designated by the employee, failing which such indemnity shall be payable to the estate of the deceased.

(c) No employee shall be required to jeopardize working opportunities by having to perform work that is considered hazardous.

SECTION 18. SAFETY, MEDICAL AND SANITARY CONDITIONS

(a) All platforms for electrical appliances, lamps, *etc*., shall be constructed and equipped with the necessary safety devices, *viz*, guard rails, walking planks, light planks secured and tied to insure safety of equipment and operation of same. Ladders shall be provided or erected when necessary for access to and from platforms. There shall be a minimum of one (1) operator for each portable generator of over 5,000 watts. More than one (1) electrician is required if a 5 kilowatt light or larger is moved, unless a change in the light and associated equipment substantially reduces present weight.

When, during shooting, a manually counterweighted crane is being used as a moving dolly on which a camera is mounted, a minimum of three (3) grips shall be required to operate the equipment.

(b) The Employer will observe and obey all safety regulations as required under applicable federal, state and municipal statutes. The employees shall cooperate in observing said safety regulations.

(c) The Employer shall, as concerns each location where shooting is to take place, ascertain the locations of the nearest hospital and medical practitioner and advise the shop stewards who represent Local 52 members of same. The Employer shall, in case of accident or

need of medical attention, cooperate fully in notifying said hospital or medical practitioner so that immediate assistance and first aid may be given to the injured employee.

(d) The Employer shall see that each set or location is supplied with pure drinking water and make available adequate toilet facilities for the employees covered by this Agreement.

The Employer will endeavor, where practicable, to supply hot water for washing on locations; this provision shall not be subject to grievance and arbitration.

(e) The Employer shall ensure, having due regard for safety and fatigue, that an aerial lift operator is given reasonable breaks not less frequently than every four (4) hours.

(f) When the Employer engages an environmental consultant to examine a location, the Employer will provide, upon the Union's request, a summary report prepared by the environmental consultant showing the location examined, the date, the materials sampled and the results compared to regulatory guidelines.

(g) Local 52 and the Producers acknowledge that the Industry-wide Labor-Management Safety Committee has adopted guidelines for safety meetings when firearms will be used on a set. The parties urge Employers to act in accordance with those guidelines, which include the following:

> Before any use of a firearm in a rehearsal and/or on-camera sequence or off-camera use, all persons involved must be thoroughly briefed at an on-site safety meeting where the firearms will be used. This meeting shall include an "on-site walk through" and/or "dry-run" with the Property Master (or, in the Property Master's absence, the weapons handler and/or other appropriate personnel determined by the locality or the needs of the production), designated production representative, and anyone who will be using and/or handling a firearm. An understanding of the intended action, possible deviations, plans to abort, emergency procedures, and chain of command should be made clear.
>
> A safety meeting for the cast and crew shall be conducted. If there are any questions as to the safety of firearms being used in the sequence or if any changes are made from the original sequence, another safety meeting shall be held.

Additionally, the parties recognize that firearms are considered props in the film industry and are the responsibility of the Property Master or a professional, skilled and properly licensed technician who is hired by the Employer, works under the direction and supervision of the Property Master and maintains control of the firearms on set (*e.g.*, an "Assistant Property Master"). The Property Master or Assistant Property Master will be the individuals acting in the interest of the Employer for obtaining, maintaining and handling all firearms. The Property Master or Assistant Property Master will work in conjunction with the Employer to ensure adherence to the guidelines set forth in the Industry-wide Labor-Management Safety Committee's Safety Bulletins #1 ("Recommendations for the Use of Firearms, Blanks, and Dummy Rounds") and #2 ("Prohibitions and Special Restrictions on the Use of Live Ammunition").

Upon request, the Union shall provide an Employer with a record of the individuals who have taken the Union's firearm safety training, including the name of the training courses completed, the date of completion and information about the training course curriculum.

(h) Work in Extreme Heat and Cold

The Employer shall monitor weather conditions for daily extreme heat and cold temperatures and develop a safety plan for work in extreme heat and cold for "on" and "off production" employees. The safety plan shall include the Industry-wide Labor-Management Safety Committee's Safety Bulletins #34 ("Guidelines for Working in Extreme Cold Temperature Conditions"), #34A ("Addendum 'A' Wind Chill Chart") and #35 ("Safety Considerations for the Prevention of Outdoor Heat Illness"). Safety plans shall be communicated to "on" and "off production" employees.

SECTION 19. CONSTRUCTION COORDINATOR

When an Employer initiates a production (principal photography) in New York and the majority of shooting is in New York and the Employer decides to use a construction coordinator, upon notice to Local 52 of its decision, Local 52 shall be afforded an opportunity to supply a qualified person to act as such, but the final choice of construction coordinator shall be that of the Employer.

SECTION 20. REGULAR WORK SCHEDULE

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

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

(c) One time during the production of a motion picture (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 employees working in 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 week).

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 the workweek shift, the Employer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

Employees shall be advised of any shifts in the workweek prior to the commencement of that workweek. In no case may Employer shift the workweek for the sole purpose of avoiding payment for an unworked holiday.

The parties clarify that this subparagraph (c) allows a "round trip" shift in the workweek, without the Employer incurring any additional costs, provided that the Employer returns to a Monday-Friday workweek, and, provided further, that in the event the shift back is from a Wednesday through Sunday workweek to a Monday through Friday workweek, the intervening Sunday must be a day off in order for the switch to occur without the payment of a premium.

The parties hereby clarify that the foregoing "workweek" provisions permit the Employer to designate a workweek for any employee which differs from the workweek applicable to the main unit (such as, but not limited to, designating a different workweek for second units, construction and swing gangs).

(d) 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 double time for those hours worked on the calendar holiday.

SECTION 21. OVERTIME

(a) Theatrical Motion Pictures

(1) Theatrical Motion Pictures Shooting within a Fifty (50) Mile Radius of Columbus Circle

All time worked in excess of eight (8) hours, but less than twelve (12) hours worked, shall be paid at one and one-half times the employee's regular basic hourly rate.

All time worked in excess of twelve (12) hours worked, but less than fourteen (14) hours worked, shall be paid at double the employee's regular basic hourly rate.

All time worked in excess of fourteen (14) hours worked shall be paid at two and one-half times the employee's regular basic hourly rate except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours.

Effective October 20, 2024, all time worked in excess of fifteen (15) elapsed hours shall be paid at three times the employee's regular basic hourly rate (except for motion pictures commencing principal photography prior to October 20, 2024).

(2) Theatrical Motion Pictures Shooting outside a Fifty (50) Mile Radius of Columbus Circle, but within New York or New Jersey

All time worked by employees in excess of eight (8) hours, but less than twelve (12) hours worked, shall be paid at one and one-half times the employee's regular basic hourly rate.

All time worked 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.

Effective October 20, 2024, all time worked in excess of fifteen (15) elapsed hours shall be paid at three times the employee's

regular basic hourly rate (except for motion pictures commencing principal photography prior to October 20, 2024).

(b) Television Motion Pictures

All time worked in excess of eight (8) hours, but less than twelve (12) hours worked, shall be paid at one and one-half times the employee's regular basic hourly rate.

All time worked 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.

Effective October 20, 2024, all time worked in excess of fifteen (15) elapsed hours shall be paid at three times the employee's regular basic hourly rate (except for motion pictures, mini-series and seasons of series commencing principal photography prior to October 20, 2024).

(c) Sixth and Seventh Day Worked

Sixth Day Worked:

Time and one-half shall be paid for the employee's sixth day of work within a workweek.

In the event that any daily employee who is not on a regularly-scheduled workweek works six (6) days, starting with the first day worked, within a seven (7) day consecutive period, the employee shall be paid time and one-half for the sixth day worked.

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. On theatrical motion pictures within fifty (50) miles of Columbus Circle only, all work performed in excess of fourteen (14) hours worked shall be paid at two and one-half times the employee's regular basic hourly rate except to the extent provided otherwise in the next paragraph for work time after fifteen (15) elapsed hours.

Effective October 20, 2024, all time worked in excess of fifteen (15) elapsed hours shall be paid at three times the employee's regular basic hourly rate (except for motion pictures, mini-series and seasons of series commencing principal photography prior to October 20, 2024).

Seventh Day Worked:

Double time shall be paid for the employee's seventh day of work within a workweek. All work performed on the seventh consecutive workday in excess of fourteen (14) hours worked shall be paid at two and one-half times the employee's regular basic hourly rate except to the extent provided otherwise in the next sentence for work time after fifteen (15) elapsed hours. Effective October 20, 2024, all time worked in excess of fifteen (15) elapsed hours shall be paid at three times the employee's regular basic hourly rate (except for motion pictures, mini-series and season of series commencing principal photography prior to October 20, 2024).

> ***By way of example**, Employee "A" works Monday through Friday, then works Saturday and Sunday. Employee "A" is paid time and one-half for Saturday and double time for Sunday.*
>
> *Employee "B" works Monday through Friday, is off Saturday, then works on Sunday. Employee "B" is paid time and one-half for Sunday.*
>
> *Employee "C" does not work for the Employer Monday through Friday, even though the rest of the crew works Monday through Friday. Employee "C" works only Saturday and Sunday. Employee "C" is paid straight time, because Saturday and Sunday are Employee C's first two days of work.*

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

SECTION 22. MEAL PERIODS

(a) Meal periods shall be not less than one-half (½) hour nor more than one (1) hour in length. Not more than one meal period shall be deducted from work time for an employee during the minimum call. A second meal period may be deducted from work time for those employees who work in excess of the minimum call. The minimum guarantee of work time after an evening meal shall be one and one-half (1½) hours. This guarantee does not apply when such meal is supplied at the 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 Employers and the IATSE agree that they will work with the DGA and/or production executives on the East Coast 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.

Upon the Local Union filing a claim that an Employer has continuously violated the meal period provisions of the Agreement, the Local Union and a representative of the Employer shall meet in an attempt to resolve the matter. In the event that no resolution is reached by the parties, the Local Union, the AMPTP and the Employer shall meet within ten (10) business days after the initial meeting between the Local Union and the Employer to discuss resolving the dispute surrounding the meal periods.

(c) The meal interval may be extended one-half (½) hour without penalty when used for wrapping up (one (1) hour for television) 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 (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 the employee's own 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:

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 (1) hour of pay at the prevailing rate

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

First one-half (½) hour meal delay or fraction thereof...$ 6.50
Second one-half (½) hour meal delay or fraction thereof .....$ 7.50
Third one-half (½) hour meal delay or fraction thereof $17.50
Fourth and each succeeding one-half hour meal delay or fraction thereof ..... One (1) hour of pay at the prevailing rate

On television motion pictures shooting in a studio:

First one-half (½) hour meal delay or fraction thereof...$ 7.50
Second one-half (½) hour meal delay or fraction thereof .....$ 8.50
Third one-half (½) hour meal delay or fraction thereof $18.50
Fourth and each succeeding one-half hour meal delay or fraction thereof ..... One (1) hour of pay at the prevailing rate

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

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

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

(1) A meal need not be provided to employees working at a studio.

(2) Subpart (e) of this Section 22 is clarified so that self-directed employees will not receive meals nor meal penalties.

SECTION 23. HARRIMAN PARK

With respect to any shooting location in Harriman Park, New York that is within the New York City Zone (as defined in Section 1(d) above), the Employer may request a waiver to apply the working terms and conditions set forth in Sections 1(d) and 21(a)(2) herein. The Union shall not unreasonably withhold such a waiver.

SECTION 24. STAFFING

Staffing needs of Local 52 personnel at production locations outside the New York City Zone (as defined in Section 1(d) above), shall be determined by the Employer. By way of example, Employer is not obligated to engage a Local 52 Sound Mixer when Employer has already engaged such an employee under the I.A.T.S.E. Basic Agreement. Additionally, *bona fide* issues of continuity of staffing which cannot be resolved by the Employer and the Union shall be resolved by the International President of the I.A.T.S.E.

SECTION 25. FIRST AID EMPLOYEES

The terms and conditions set forth in the General Provisions and in Part A of this Agreement shall apply to a first aid employee[12] who is employed directly by the Employer or through a Payroll Company within fifty (50) miles of Columbus Circle and on all of Long Island, except as follows:

(a) Rates shall be individually negotiated between the first aid employee and the Employer, except that the first person hired as a first aid employee shall be paid at the rate of the Department Head (other than Shop Craftsperson).

[12] During the 2012 negotiations, the bargaining parties agreed to substitute the term "first aid employees" for the term "medics" on the condition and with the understanding that this change was not a substantive change and did not enlarge or diminish the scope of the bargaining unit.

(b) There shall be no mandatory staffing of first aid employees; staffing shall be at the sole discretion of the Employer; and subcontracting of first aid employee services shall continue in accordance with past industry practice.

With respect to construction, the Employer shall make a good faith determination whether first aid employees under this Agreement should be assigned. In making that determination, the Employer shall consider the following: (1) the size of the crew; (2) the proximity of emergency medical care; (3) the type of equipment and tools involved in the construction; and (4) whether the construction requires work at elevations. Should the Employer decide to assign a first aid employee under this Agreement to the construction crew, the first person so assigned shall be paid at the rate of the Department Head (other than Shop Craftsperson).

(c) It is understood that the Employer may have special requirements for its first aid employees. By way of example, the Employer may desire to employ a doctor or an individual who specializes in underwater safety or life saving techniques. If the Employer hires a person with such special skills or abilities, such person shall not be subject to the terms and conditions of this Agreement, even if such person is hired directly by the Employer or through a Payroll Company and works within the geographical jurisdiction set forth above.

(d) Article 11, "Grievance Procedure" of the General Provisions of this Agreement shall not be applicable to disputes involving the interpretation or application of terms and conditions of this Agreement to first aid employees, unless the dispute also involves the rest of the Local 52-represented crew members. The Local and the Labor Relations Department representative of the Employer shall nevertheless endeavor to resolve any dispute not subject to arbitration. Should they fail to do so, the matter shall be submitted to the International President of the IATSE and the President of the AMPTP, or their respective designees, for final and binding resolution.

PART B. WAGE SCALES AND WORKING CONDITIONS FOR EMPLOYEES WORKING ON MOTION PICTURES IN CONNECTICUT, DELAWARE OR PENNSYLVANIA

SECTION 26. WAGE SCALES

The following minimum wage scales and working conditions shall apply to employees employed on theatrical or television motion pictures

in Connecticut, Delaware or those portions of Pennsylvania within the jurisdiction of this Agreement.

(a) During the term of this Agreement, the minimum wage scales shall be as follows:

(1) Minimum hourly rates for employees working on theatrical motion pictures shooting in Connecticut, Delaware and those portions of Pennsylvania within the jurisdiction of the Local 52 Feature and Television Production Contract, but outside a thirty (30) mile radius of Independence Hall in Philadelphia:

CATEGORY	9/29/24 - 9/27/25	9/28/25 - 10/3/26	10/4/26 - 9/30/27
SOUND: Production Mixer	$53.56	$55.70	$57.65
Boom Person	48.57	50.51	52.28
Utility Person	45.54	47.36	49.02
DEPARTMENT HEADS: Shop Craftsperson	53.56	55.70	57.65
Electrician	53.56	55.70	57.65
Property Person	53.56	55.70	57.65
Grip	53.56	55.70	57.65
Drapery Person	53.56	55.70	57.65
Generator Person	53.56	55.70	57.65
FOREPERSONS: Shop Craftsperson	48.57	50.51	52.28
Electrician	48.57	50.51	52.28
Property Person	48.57	50.51	52.28
Grip	48.57	50.51	52.28
OPERATORS: Shop Craftsmen	45.54	47.36	49.02
Electrician	45.54	47.36	49.02
Property Person	45.54	47.36	49.02
Grip	45.54	47.36	49.02

(2) Minimum hourly rates for employees working on theatrical motion pictures shooting within a thirty (30) mile radius of Independence Hall in Philadelphia:

CATEGORY	9/29/24 - 9/27/25	9/28/25 - 10/3/26	10/4/26 - 9/30/27
SOUND: Production Mixer	$53.56	$55.70	$57.65
Boom Person	49.86	51.85	53.66
Utility Person	46.84	48.71	50.41
DEPARTMENT HEADS: Shop Craftsperson	53.56	55.70	57.65
Electrician	53.56	55.70	57.65
Property Person	53.56	55.70	57.65
Grip	53.56	55.70	57.65
Drapery Person	53.56	55.70	57.65
Generator Person	53.56	55.70	57.65
FOREPERSONS: Shop Craftsperson	49.42	51.40	53.20
Electrician	49.42	51.40	53.20
Property Person	49.42	51.40	53.20
Grip	49.42	51.40	53.20
OPERATORS: Shop Craftsmen	47.27	49.16	50.88
Electrician	47.27	49.16	50.88
Property Person	47.27	49.16	50.88
Grip	47.27	49.16	50.88

(3) (i) (a) Minimum hourly rates for employees working on television motion pictures shooting in Connecticut, Delaware and those portions of Pennsylvania within the jurisdiction of this Agreement (except for 1st and 2nd seasons of single-camera half-hour prime time dramatic series and for pilots and series made for basic cable or The CW, the production of which commences on or after May 16, 2015):

CATEGORY	9/29/24 - 9/27/25	9/28/25 - 10/3/26	10/4/26 - 9/30/27
SOUND: Production Mixer	$49.55	$51.53	$53.33
Boom Person	44.55	46.33	47.95
Utility Person (outside 30-mile radius of Independence Hall in Philadelphia)	39.48	41.06	42.50
Utility Person (within 30-mile radius of Independence Hall in Philadelphia)	40.40	42.91	45.30
DEPARTMENT HEADS: Shop Craftsperson	49.55	51.53	53.33
Electrician	49.55	51.53	53.33
Property Person	49.55	51.53	53.33
Grip	49.55	51.53	53.33
Drapery Person	49.55	51.53	53.33
Generator Person	49.55	51.53	53.33
FOREPERSONS: Shop Craftsperson	44.55	46.33	47.95
Electrician	44.55	46.33	47.95
Property Person	44.55	46.33	47.95
Grip	44.55	46.33	47.95

(continued)

(continued)

CATEGORY	9/29/24 - 9/27/25	9/28/25 - 10/3/26	10/4/26 - 9/30/27
OPERATORS (outside 30-mile radius of Independence Hall in Philadelphia):			
Shop Craftsperson	$39.48	$41.06	$42.50
Electrician	39.48	41.06	42.50
Property Person	39.48	41.06	42.50
Grip	39.48	41.06	42.50
OPERATORS (within 30-mile radius of Independence Hall in Philadelphia):			
Shop Craftsperson	40.40	42.91	45.30
Electrician	40.40	42.91	45.30
Property Person	40.40	42.91	45.30
Grip	40.40	42.91	45.30

(3) (i) (b) Minimum hourly rates for employees working on 1st and 2nd seasons of single-camera half-hour prime time dramatic series (other than series made for basic cable or The CW), for which principal photography of the 1st episode of the season commences on or after October 20, 2024, shooting in Connecticut, Delaware and those portions of Pennsylvania within the jurisdiction of the Local 52 Feature and Television Production Contract:

CATEGORY	9/29/24 - 9/27/25	9/28/25 - 10/3/26	10/4/26 - 9/30/27
SOUND: Production Mixer	$48.06	$49.98	$51.73
Boom Person	43.21	44.94	46.51
Utility Person (outside 30-mile radius of Independence Hall in Philadelphia)	38.30	39.83	41.23
Utility Person (within 30-mile radius of Independence Hall in Philadelphia)	39.19	41.62	43.94
DEPARTMENT HEADS: Shop Craftsperson	48.06	49.98	51.73
Electrician	48.06	49.98	51.73
Property Person	48.06	49.98	51.73
Grip	48.06	49.98	51.73
Drapery Person	48.06	49.98	51.73
Generator Person	48.06	49.98	51.73
FOREPERSONS: Shop Craftsperson	43.21	44.94	46.51
Electrician	43.21	44.94	46.51
Property Person	43.21	44.94	46.51
Grip	43.21	44.94	46.51

(continued)

(continued)

CATEGORY	9/29/24 - 9/27/25	9/28/25 - 10/3/26	10/4/26 - 9/30/27
OPERATORS (outside 30-mile radius of Independence Hall in Philadelphia):			
Shop Craftsperson	$38.30	$39.83	$41.23
Electrician	38.30	39.83	41.23
Property Person	38.30	39.83	41.23
Grip	38.30	39.83	41.23
OPERATORS (within 30-mile radius of Independence Hall in Philadelphia):			
Shop Craftsperson	39.19	41.62	43.94
Electrician	39.19	41.62	43.94
Property Person	39.19	41.62	43.94
Grip	39.19	41.62	43.94

(3) (i) (c) Minimum hourly rates for employees working on 1st and 2nd seasons of single-camera half-hour prime time dramatic series (other than series made for basic cable or The CW), for which principal photography of the 1st episode of the season commenced prior to October 20, 2024, shooting in Connecticut, Delaware and those portions of Pennsylvania within the jurisdiction of the Local 52 Feature and Television Production Contract:

CATEGORY	9/29/24 - 9/27/25	9/28/25 - 10/3/26	10/4/26 - 9/30/27
SOUND: Production Mixer	$46.31	$49.55	$51.53
Boom Person	41.64	44.55	46.33
Utility Person (outside 30-mile radius of Independence Hall in Philadelphia)	36.90	39.48	41.06
Utility Person (within 30-mile radius of Independence Hall in Philadelphia)	36.90	40.40	42.91
DEPARTMENT HEADS: Shop Craftsperson	46.31	49.55	51.53
Electrician	46.31	49.55	51.53
Property Person	46.31	49.55	51.53
Grip	46.31	49.55	51.53
Drapery Person	46.31	49.55	51.53
Generator Person	46.31	49.55	51.53
FOREPERSONS: Shop Craftsperson	41.64	44.55	46.33
Electrician	41.64	44.55	46.33
Property Person	41.64	44.55	46.33
Grip	41.64	44.55	46.33

(continued)

(continued)

CATEGORY	9/29/24 - 9/27/25	9/28/25 - 10/3/26	10/4/26 - 9/30/27
OPERATORS (outside 30-mile radius of Independence Hall in Philadelphia):			
Shop Craftsperson	$36.90	$39.48	$41.06
Electrician	36.90	39.48	41.06
Property Person	36.90	39.48	41.06
Grip	36.90	39.48	41.06
OPERATORS (within 30-mile radius of Independence Hall in Philadelphia):			
Shop Craftsperson	36.90	40.40	42.91
Electrician	36.90	40.40	42.91
Property Person	36.90	40.40	42.91
Grip	36.90	40.40	42.91

(ii) The following shall apply to series made for basic cable or The CW, the production of which commences on or after May 16, 2015:

The minimum rates for pilots and the first production season shall be the rates set forth in Section 26(a)(3)(i)(a) above, reduced by ten percent (10%). During the second and third production seasons, for which the first episode commences principal photography on or after October 20, 2024, the minimum rates shall be the rates set forth in Section 26(a)(3)(i)(a) above, reduced by three percent (3%).[13] Thereafter, the minimum rates shall be as set forth in Section 26(a)(3)(i)(a) above.

(b) The weekly rate for a temporary employee hired by the week shall be five (5) times the applicable daily rate.

(c) The Employer shall submit to Local 52's office a monthly report of the earnings of all employees employed under this Agreement.

[13] During the second and third production seasons, for which the first episode of the season commenced principal photography prior to October 20, 2024, the minimum rates shall lag the rates set forth in Section 26(a)(3)(i)(a) above by one year.

(d) Wage scales shall be reduced by ten percent (10%) with respect to weekly employment.

(e) Notwithstanding the provisions of Section 26(a) above, any individual who is hired in New York or New Jersey to work in Connecticut, Delaware or those portions of Pennsylvania within the geographical jurisdiction of this Agreement shall be paid at the applicable rate established for such work in New York, pursuant to Section 1 above. For example, if an employee is hired in New York to work on a theatrical motion picture in Delaware, the employee shall be paid in accordance with Section 1(a)(1) of this Agreement; if an employee is hired in New York to work on a long-form television motion picture in Delaware, the employee shall be paid in accordance with Section 1(a)(3) of this Agreement.

SECTION 27. APPLICATION OF NEW YORK AND NEW JERSEY CONDITIONS

In addition to the working conditions described below, for employees working on theatrical or television motion picture productions in Connecticut, Delaware or those portions of Pennsylvania within the jurisdiction of this Agreement, the following working conditions applicable to employees in New York and New Jersey shall also apply:

Section 7(c), "Travel Time;"
Section 8, "Employment List Notice;"
Section 13, "401(k) Plan;"
Section 15, "Local 52 Education and Safety Trust Fund;"
Section 17, "Hazardous Work and Insurance;"
Section 24, "Staffing;" and
Section 25, "First Aid Employees," except that this provision shall be applicable only in that part of the geographical area covered by Part B of this Agreement that is within a fifty-mile radius of Independence Hall in Philadelphia, Pennsylvania.

SECTION 28. WORK DAY

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

(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) 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. In the event that the employee reports for training of no more than four (4) hours and is then dismissed for the day, the employee shall be paid a four (4) hour minimum call, and the Employer shall contribute one-third (1/3) of the amount due under Section 31(a) to the IATSE National Benefit Funds.

SECTION 29. 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.

The parties clarify that the above paragraph allows a "round trip" shift in the workweek, without the Employer incurring any additional costs, provided that the Employer returns to a Monday-Friday workweek, and, provided further, that in the event the shift back is from a Wednesday through Sunday workweek to a Monday through Friday workweek, the intervening Sunday must be a day off in order for the switch to occur without the payment of a premium.

SECTION 30. OVERTIME AND PREMIUM PAY

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

(b) (1) For all hours worked in excess of twelve (12) hours of work on any work day when an employee is employed on a theatrical

motion picture, an employee shall be paid two (2) times the employee's regular basic hourly rate and, effective October 20, 2024, 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 October 20, 2024).

(2) An employee employed on a television motion picture, season of a series or a mini-series commencing principal photography prior to October 20, 2024 shall be paid overtime as follows:

Two (2) times the employee's regular basic 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 basic hourly rate 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 October 20, 2024 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 work 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 October 20, 2024 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 October 20, 2024).

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

SECTION 31. PENSION FUND AND WELFARE FUND

(a) The Employer shall make pension, welfare and annuity contributions on behalf of employees covered under Part B of this Agreement to the IATSE National Benefit Funds in the following amounts:

$175.00 per day effective September 29, 2024 ($136.00 per day allocated to the I.A.T.S.E. National Health and Welfare Fund; $20.00 per day allocated to the I.A.T.S.E. Annuity Fund; and $19.00 per day allocated to the I.A.T.S.E. National Pension Fund); $190.00 per day effective September 28, 2025 (allocated as set forth in the following paragraph); and $205.00 per day effective October 4, 2026 (allocated as set forth in the following paragraph).

The aforementioned $15.00 per day increase in the contribution rate effective September 28, 2025 and the aforementioned $15.00 per day increase in the contribution rate effective October 4, 2026 shall be allocated among the I.A.T.S.E National Pension Fund, the I.A.T.S.E National Health and Welfare Fund and the I.A.T.S.E Annuity Fund in the same manner as the contribution rate increases to the "non-Maryland" rate under the 2024 I.A.T.S.E Area Standards Agreement.

(b) Notwithstanding subparagraph (a) above, the Employer shall make fringe benefit contributions on behalf of any individual who is hired in New York or in that part of New Jersey that is within a sixty-five (65) mile radius of Columbus Circle to work in Connecticut, Delaware or those portions of Pennsylvania within the geographic jurisdiction of this Agreement to the Motion Picture Industry Pension, Health and Individual Account Plans pursuant to Section 12 above.

SECTION 32. REST PERIOD

(a) There shall be a ten (10) hour daily rest period after dismissal, except that the daily rest period shall be nine (9) hours when an employee is required by the Employer to remain away from home overnight on distant location ("Distant Hire").

(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.

[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 under Section 32(a) above, except that the measurement of the weekend rest period for Distant Hires 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).

(c) (1) Employees who do not receive a full rest period shall receive additional straight time for all invaded hours.

(2) Effective January 19, 2025, employees who do not receive a full rest period shall receive additional double time for all invaded hours. If the rest period is invaded by one-half hour or less, the penalty shall be payment of one-half hour of additional double time; if the rest period is invaded by more than one-half hour, the penalty shall be computed in one-tenth hour increments (*e.g.*, a thirteen (13) minute invasion would result in payment of additional double time for one-half hour, and a thirty six (36) minute invasion would result in payment of additional double time for six-tenths of an hour). This subparagraph (c)(2) shall not apply to motion pictures, parts of a mini-series or episodes of a series which commence principal photography prior to January 19, 2025.

SECTION 33. LOCAL, NEARBY AND DISTANT HIRES

(a) A Local Hire is defined as any employee whose principal residence is within sixty (60) miles of the respective production location.

(b) A Nearby Hire is defined as any employee whose principal residence lies outside sixty (60) miles of the production location, but inside the jurisdiction of this Agreement. Such employees shall be paid a weekly living allowance of no less than $490 per week, or $70 per day

prorated, effective October 20, 2024; $560 per week, or $80 per day prorated, effective October 19, 2025 and $630 per week, or $90 per day prorated, effective October 18, 2026.

(c) A Distant Hire is defined as any employee whose principal residence is outside the geographical definition of a Nearby Hire in a given production area, as defined in Section 33(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 will result in immediate discharge.

(e) Per Diem

(1) Employer shall pay per diem to Distant Hires, as defined in Section 33(c) above, at the following rates per day:

	Effective 10/1/2024	**Effective 10/20/2024**	**Effective 10/18/2026**
Breakfast	$10.00	$14.00	$16.00
Lunch	$14.00	$21.00	$22.00
Dinner	$27.00	$35.00	$37.00
Total Per Diem	$51.00	$70.00	$75.00

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

SECTION 34. IDLE PAY

(a) Distant Hires

The Employer shall pay each employee housed on distant location four (4) hours at the employee's scale hourly rate for each idle sixth or seventh day in a workweek and shall make a daily benefit plan contribution on behalf of each such employee in the amount specified in this Agreement for each idle sixth or seventh day.

(b) Nearby Hires

For six (6) day workweeks only, the Employer shall contribute the daily benefit plan contribution on behalf of each such employee in the amount specified in this Agreement for each idle seventh day.

SECTION 35. LIABILITY INSURANCE

The Employer must carry appropriate liability insurance and provide workers' compensation coverage for all employees.

SECTION 36. MEALS

The meal period provisions set forth in Section 22 above shall apply to employees working on productions in Connecticut, Delaware and those portions of Pennsylvania within the geographical jurisdiction of this Agreement. However, the meal penalties for delayed meals for employees employed on productions other than television motion pictures shooting in a studio shall be computed as follows:

First one-half (½) hour meal delay or fraction thereof .....$ 7.50
Second one-half (½) hour meal delay or fraction thereof.....$10.00
Third and fourth half-hour meal delay or fraction thereof.....$12.50 ($17.50 in Philadelphia)
Fifth and each succeeding half-hour 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 (½) hour of meal delay or fraction thereof.

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

First one-half (½) hour meal delay or fraction thereof .....$ 8.50
Second one-half (½) hour meal delay or fraction thereof.....$11.00
Third and fourth half-hour meal delay or fraction thereof.....$13.50 ($18.50 in Philadelphia)
Fifth and each succeeding half-hour 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 (½) 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.

SECTION 37. HOLIDAYS

The following days shall be recognized as holidays for employees employed under the provisions of Part B of this Agreement: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Effective January 1, 2025, Juneteenth shall also be recognized as a holiday. 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 (including min-series), pilots, the first season of any one-hour television series or the first season of any series produced for basic cable or The CW. During the second season of any series produced for basic cable or The CW, pay for unworked holidays shall be calculated on the basis of four (4) hours (at the employee's regular straight time hourly rate).

Work on any holiday shall be paid at a premium rate in accordance with Section 30(c) above.

SECTION 38. 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." If an employee is required to use a personal vehicle during the work day to travel between multiple locations, whether inside or outside the "production zone," the employee shall be paid a mileage allowance calculated at the then-current IRS rate. Alternatively, the Employer may make other arrangements with the employee for payment as allowed under applicable law (*e.g.*, car allowance). It is understood that if transportation is offered by the Employer, no mileage reimbursement of any kind is required.

(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 October 20, 2024, 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.

SECTION 39. PAYMENT OF WAGES

The regular pay day will be on Thursday (holiday weeks excluded) (Friday on distant location) for all work performed during the previous payroll week. The payroll week shall be from midnight Saturday to midnight Saturday.

Effective October 20, 2024, the payroll start package/forms, whether electronic or hard copy, must be provided to a new employee no

later than the end of the first day of employment. Inadvertent failure to do so shall not be considered a violation of this provision. When requested by the employee, the Employer must provide a hard copy of the start package/forms to the employee or assist with completion of the electronic start package/forms.

SECTION 40. 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.

SECTION 40.1 FIREARM SAFETY

Local 52 and the Producers acknowledge that the Industry-wide Labor-Management Safety Committee has adopted guidelines for safety meetings when firearms will be used on a set. The parties urge Employers to act in accordance with those guidelines, which include the following:

> Before any use of a firearm in a rehearsal and/or on-camera sequence or off-camera use, all persons involved must be thoroughly briefed at an on-site safety meeting where the firearms will be used. This meeting shall include an "on-site walk through" and/or "dry-run" with the Property Master (or, in the Property Master's absence, the weapons handler and/or other appropriate personnel determined by the locality or the needs of the production), designated production representative, and anyone who will be using and/or handling a firearm. An understanding of the intended action, possible deviations, plans to abort, emergency procedures, and chain of command should be made clear.
>
> A safety meeting for the cast and crew shall be conducted. If there are any questions as to the safety of firearms being used

in the sequence or if any changes are made from the original sequence, another safety meeting shall be held.

Additionally, the parties recognize that firearms are considered props in the film industry and are the responsibility of the Property Master or a professional, skilled and properly licensed technician who is hired by the Employer, works under the direction and supervision of the Property Master and maintains control of the firearms on set (*e.g.*, an "Assistant Property Master"). The Property Master or Assistant Property Master will be the individuals acting in the interest of the Employer for obtaining, maintaining and handling all firearms. The Property Master or Assistant Property Master will work in conjunction with the Employer to ensure adherence to the guidelines set forth in the Industry-wide Labor-Management Safety Committee's Safety Bulletins #1 ("Recommendations for the Use of Firearms, Blanks, and Dummy Rounds") and #2 ("Prohibitions and Special Restrictions on the Use of Live Ammunition").

Upon request, the Union shall provide an Employer with a record of the individuals who have taken the Union's firearm safety training, including the name of the training courses completed, the date of completion and information about the training course curriculum.

SECTION 40.2 WORK IN EXTREME HEAT AND COLD

The Employer shall monitor weather conditions for daily extreme heat and cold temperatures and develop a safety plan for work in extreme heat and cold for "on" and "off production" employees. The safety plan shall include the Industry-wide Labor-Management Safety Committee's Safety Bulletins #34 ("Guidelines for Working in Extreme Cold Temperature Conditions"), #34A ("Addendum 'A' Wind Chill Chart") and #35 ("Safety Considerations for the Prevention of Outdoor Heat Illness"). Safety plans shall be communicated to "on" and "off production" employees.

SECTION 41. NOTIFICATION AND CANCELLATION OF 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) <u>"Weather-Permitting" Calls</u>: 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 which may be cancelled up to four (4) hours prior to the call time. Employer shall provide notice to the Union upon the issuance of a "weather-permitting" call. Inadvertent failure to provide notice to the Union is not subject to grievance and arbitration. In the event the 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 Section 31(b) 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 Section 41(a). Hours paid for a cancelled "weather-permitting" call shall not be counted for purposes of calculating overtime.

Local 52 agrees that it will not unreasonably deny a request by the Employer to issue a "weather-permitting" call under this Section 41(b) for other weather conditions.

(c) Effective October 20, 2024, production must issue a call time to "on production" employees for the next day's work within one (1) hour after the general crew wrap time. It is understood that the issuance of the call time may be delayed in exigent circumstances such as unexpected changes to director or cast availability, weather or access to a location.

SECTION 42. COURTESY HOUSING OR TRANSPORTATION

(a) Prior to October 20, 2024, upon request of an employee who is required to work in excess of fourteen (14) hours within a radius of thirty (30) miles of Independence Hall in Philadelphia, Pennsylvania, and who advises the Employer of being 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 a personal vehicle in lieu of Employer-provided transportation.

(b) Effective October 20, 2024, 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, at the Employer's election. Round trip transportation shall be from the designated crew parking area to home and return at the Employer's

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

expense.[16] 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 location terms and conditions.

The following describes the calculation of work time and rest periods for an employee who reports to a location outside the "production zone," and who is then provided courtesy housing:

(1) The employee's work time ends upon arrival at the courtesy housing (except as provided in subparagraph (3) 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

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

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 the edge of the "production zone" shall be added to the employee's work time for the previous day and to the measurement of the employee's weekend rest period. (For clarity, this added time shall be in lieu of the time it takes to travel from the production location to the courtesy housing.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first herein written.

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

By: _____ Date: 5/12/26
Gregory J. Hessinger
President

AGREED AND ACCEPTED:

MOTION PICTURE STUDIO MECHANICS, LOCAL 52, I.A.T.S.E. & M.P.T.A.A.C.

By: _____ Date: 5/7/26
Christopher J. De Titta
President

EXHIBIT "A"
Employers Represented by the AMPTP
in the 2024 Local 52 Negotiations

1440 Productions LLC
20th Century Studios, Inc.

ABC Signature, LLC
ABC Studios New York, LLC
Abominable Pictures, Inc.
Adobe Pictures, Inc.
AE OPS LLC
Alcon Entertainment, LLC
Alive and Kicking, Inc
American Underdog, LLC
Apple Studios LLC
Apple Studios Louisiana LLC

Belladonna Productions, Inc
Big Indie Pictures, Inc
Black Label Media, LLC
Bonanza Productions Inc.
Brain Trust LLC

CBS Studios Inc.
Charlestown Productions LLC
Code Entertainment, Inc.
Columbia Pictures Industries, Inc.
Commotion Pictures, L.L.C.
Community Films LLC
Corporate Management Solutions, Inc. dba CMS Productions
CPT Holdings, Inc.
Cranetown Media LLC

Dick Clark Productions, LLC
DW Studios Productions L.L.C.

Echo Lake Productions, LLC
Epic Level Entertainment, Ltd.
Eye Productions Inc.

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

Go Fly Productions LLC
Going Local Productions, LLC
Goldcrest Features Inc.
Golden Tradewinds LLC
GWave Productions, LLC

Hop, Skip & Jump Productions, Inc.
Horizon Scripted Television Inc.
Hostage Productions, Inc.
Hungry Heart Media, Inc. dba Wondros dba Pony Show Entertainment

I Like Pie, Inc
I Still Believe, LLC
Inclined Productions, Inc.
Ironworks Productions Inc
Island Studios, LLC fka Island Film Studios, LLC
It's Possible Productions, LLC

Jax Media, LLC
Jay Squared Productions LLC

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

Legendary Features Productions US, LLC
Legendary Pictures Productions, LLC
Lizzio Productions, Inc. dba Alienlight Pictures

Madison Productions, Inc.
Main Gate Productions LLC
Marvel Picture Works LLC
Menaker Productions, LLC
Mesquite Productions, Inc.
Metro-Goldwyn-Mayer Pictures Inc.
MGM Television Entertainment Inc.
Michael Schrom & Company LLC
Minim Productions, Inc.

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

Old Harbor Productions, Inc
On The Brink Productions, Inc.
One Knife At A Time Productions, LLC
Onyx Collective Productions, Inc.
Open 4 Business Productions LLC

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

Remote Broadcasting, Inc.
Renato Basile Entertainment, Inc
River Road Entertainment Productions, LLC
Rose City Pictures, Inc.

S & K Pictures, Inc.
Salty Pictures, Inc.
San Vicente Productions, Inc.
Screen Gems Productions, Inc.
SLO Productions Inc.
Spyglass Media Group, LLC
Stalwart Productions LLC
State Line Films, INC.
Stu Segall Productions, Inc.

Topanga Productions, Inc.
TPS Production Services, LLC
Turner Films, Inc.
TVM Productions, Inc.
Twentieth Century Fox Film Corporation d/b/a 20th Television

Universal Content Productions LLC
Universal Pictures a Division of Universal City Studios LLC
Untitled Inc

Victor House Films, LLC
Village Roadshow Productions Inc.

Walk By Faith Film, LLC
Warner Bros. Pictures
Warner Bros. Television
Warner Specialty Productions Inc.
Washington Square Films Inc.
wiip Productions, LLC
Woodridge Productions, Inc.

XOF Studios, LLC

YNFS Productions LLC

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 May 16, 1998
Reissued as of May 16, 2002
Revised as of May 16, 2006
Revised as of May 16, 2009
Revised as of May 16, 2012
Re-issued as of May 16, 2015
Revised as of May 16, 2018
Renewed as of May 16, 2021
Renewed as of October 1, 2024

Mr. Christopher J. De Titta
President
Motion Picture Studio Mechanics, Local 52
19-02 Steinway Street
Astoria, New York 11105

Re: Education and Safety Trust Fund

Dear Mr. De Titta:

This will confirm the parties' agreement that an individual Employer will be deemed to have reached the maximum contribution to the Local 52 Education and Safety Trust Fund of three thousand dollars ($3,000) per calendar year when the total contribution by Employers within the same corporate family as the individual Employer has reached three thousand dollars ($3,000) per calendar year.

Sincerely,

Gregory J. Hessinger

AGREED AND ACCEPTED:

MOTION PICTURE STUDIO MECHANICS, LOCAL 52, I.A.T.S.E. & M.P.T.A.A.C.

Christopher J. De Titta

Date: 5/7/26

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 May 16, 2006
Revised as of May 16, 2009
Revised as of May 16, 2012
Revised as of May 16, 2015
Revised as of May 16, 2018
Renewed as of May 16, 2021
Revised as of October 1, 2024

Mr. Christopher J. De Titta
President
Motion Picture Studio Mechanics, Local 52
19-02 Steinway Street
Astoria, New York 11105

Re: <u>Special Conditions for New One-Hour Episodic Television Series, the Production of Which Commences on or After May 16, 2006</u>

Dear Mr. De Titta:

This will memorialize the agreement reached in the 2006 negotiations and confirmed in the 2009, 2012, 2015, 2018, 2021 and 2024 negotiations to apply the following special conditions to pre-production and production of one-hour episodic television series, the production of which commences on or after May 16, 2006, which are committed to be produced within the geographical area covered by Part A of the Local 52 Feature and Television Production Contract with Major Producers (*i.e.*, New York and New Jersey):

a. <u>Wages</u>[*]

(1) This subparagraph (1) applies to seasons of series, for which principal photography of the first

[*] Note that the rates for new one-hour series have been computed for the term of this Agreement and are reflected in Section 1(a)(5).

episode of the season commences prior to October 20, 2024:

For the first two (2) production seasons of any such series, the wage rates shall lag the "theatrical rates," computed as described in the next paragraph, by one year. For the third or any subsequent season, the wage rates shall be the "theatrical rates" computed as described in the next paragraph.

The "theatrical rates" to be used for these purposes shall be the applicable theatrical rates in Section 1.(a)(1) of this Agreement (*i.e.*, the theatrical rates in effect one year previously for one-hour series in their first or second season or the current theatrical rates for series in their third or subsequent season), adjusted as follows:

(i) The rates for the Boom Person and Utility Person shall be reduced by $3.00 per day;

(ii) The rates for all persons employed in the Foreperson classifications shall be reduced by $4.00 per day; and

(iii) The rates for all persons employed in the Operator classifications shall be reduced by $2.00 per day.

(2) This subparagraph (2) applies to seasons of series, for which principal photography of the first episode of the season commences on or after October 20, 2024:

For the first two (2) production seasons of any such series, the wage rates shall be the "theatrical rates" reduced by three percent (3%), computed as described in the next paragraph. For the third or any subsequent season, the wage rates shall be the "theatrical rates" computed as described in the next paragraph.

The "theatrical rates" to be used for these purposes shall be the applicable theatrical rates in Section 1(a)(1) of

this Agreement (*i.e.*, the theatrical rates reduced by three percent (3%) for one-hour series in their first or second season or the current theatrical rates for series in their third or subsequent season), adjusted as follows:

(i) The rates for the Boom Person and Utility Person shall be reduced by $3.00 per day;

(ii) The rates for all persons employed in the Foreperson classifications shall be reduced by $4.00 per day; and

(iii) The rates for all persons employed in the Operator classifications shall be reduced by $2.00 per day.

b. Vacation - No vacation pay shall be payable for the first year of any series; in the second year of the series, vacation will be payable at one-half of the applicable percentage in this Agreement; thereafter, the vacation provision in this Agreement shall apply.

c. Holidays Not Worked - No unworked holiday pay shall be payable for the first year of any series; in the second year of the series, unworked holiday pay will be payable at one-half of the applicable percentage in this Agreement; thereafter, the unworked holiday provisions in this Agreement shall apply.

d. Interchange - "On production" Local 52 personnel will be interchangeable in performing bargaining unit work based upon the concept set forth in the Supplemental Videotape Electronics Agreement.

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

Sincerely,

Gregory J. Hessinger

AGREED AND ACCEPTED:

MOTION PICTURE STUDIO MECHANICS, LOCAL 52, I.A.T.S.E. & M.P.T.A.A.C.

Christopher J. De Titta

Date: 5/7/26

ALLIANCE OF MOTION PICTURE & 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 May 16, 2006
Revised as of May 16, 2009
Revised as of May 16, 2012
Re-issued as of May 16, 2015

Mr. John Ford
President
Motion Picture Studio Mechanics, Local #52
326 W. 48th Street
New York, New York 10036

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

Dear John:

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 52, such episode(s) shall be treated, for purposes of wages, hours and working conditions of employees engaged on such episode(s), as if it were produced within the geographic jurisdiction of Local 52 (*i.e.,* a Los Angeles-based series that started before May 16, 2006 will be subject to the "existing one-hour series" rates and a Los Angeles-based series that started after May 16, 2006 will be subject to the "new one-hour series" rates).

Sincerely,

Carol A. Lombardini

AGREED AND ACCEPTED:

MOTION PICTURE STUDIO MECHANICS, LOCAL #52, I.A.T.S.E. & M.P.T.A.A.C.

John Ford Date: 2/6/16

John Ford

ALLIANCE OF MOTION PICTURE & 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 May 16, 2006
Revised as of May 16, 2009
Revised as of May 16, 2012
Re-issued as of May 16, 2015

Mr. John Ford
President
Motion Picture Studio Mechanics, Local #52
326 W. 48th Street
New York, New York 10036

Re: **Hotel Accommodation Policies**

Dear John:

Each Employer agrees to provide Local 52 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.

Sincerely,

Carol A. Lombardini

AGREED AND ACCEPTED:

MOTION PICTURE STUDIO MECHANICS, LOCAL #52, I.A.T.S.E. & M.P.T.A.A.C.

John Ford

Date: 2/11/16

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 May 16, 2006
As of May 16, 2009
As of May 16, 2012
Re-issued as of May 16, 2015

Mr. John Ford
President
Motion Picture Studio Mechanics, Local 52
326 W. 48th Street
New York, New York 10036

Re: **Pension, Health and IAP Contributions for Work Outside the Geographic Jurisdiction of the Local 52 Feature and Television Production Contract**

Dear John:

This will confirm that item 6(a)(iii) in the Memorandum of Agreement of May 16, 2006 for Feature and Television Production Contract with Motion Picture Studio Mechanics, Local 52, IATSE, has been added as Sideletter No. 7 to the 2006 IATSE Area Standards Agreement. That sideletter reads as follows:

> "This will confirm the agreement reached concerning the submission of pension and health contributions for individuals who are hired in New York or New Jersey to perform work covered under the IATSE Area Standards Agreement. Any such individual who has previously worked under the Local 52 Agreement and is a participant in the Motion Picture Industry Pension and Health Plans shall have pension and health and Individual Account Plan contributions made on his or her behalf to the Motion Picture Industry Pension and Health Plans, at the same rates as are applicable under the IATSE Basic Agreement, in lieu of

contributions being made to the appropriate Plan(s) at the applicable rate specified in Article 5 of the IATSE Area Standards Agreement."

Sincerely,

Carol A. Lombardini

AGREED AND ACCEPTED:

MOTION PICTURE STUDIO MECHANICS, LOCAL #52, I.A.T.S.E. & M.P.T.A.A.C.

John Ford Date: 2/6/16

John Ford

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 August 1, 2009
Revised as of May 16, 2012
Revised as of May 16, 2015
Revised as of May 16, 2018
Revised as of May 16, 2021
Revised as of October 1, 2024

Christopher J. De Titta
President
Motion Picture Studio Mechanics, Local 52
19-02 Steinway Street
Astoria, New York 11105

Re: Productions Made for New Media

Dear Mr. De Titta:

This Sideletter confirms the understanding of Motion Picture Studio Mechanics, Local 52 (hereinafter "Local 52"), on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Employers which it represented in the negotiations for a successor agreement to the 2021 Local 52 Feature and Television Production Contract listed in Exhibit "A" (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 Studio Mechanics, Local 52, Feature and Television Production Contract with Major Producers that are made for the Internet, mobile devices, or any other new media platform in existence as of May 16, 2009 (hereinafter collectively referred to as "New Media").[1, 2]

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

[2] For ease of reference only, the terms and conditions applicable to New Media Productions covered under Sideletter No. 4 re: Productions Made for New Media of the 2024 Local 52 Supplemental Digital Production Agreement are also set forth in this Sideletter. The inclusion of these terms and conditions shall not be construed to imply that these productions are covered under the Local 52 Feature and Television Production Contract. Those productions remain covered under the Local 52 Supplemental Digital Production Agreement to the extent provided in Sideletter No. 4 thereto.

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

A. Recognition

The Employer recognizes Local 52 as the exclusive bargaining representative of employees employed within the classifications covered by the Local 52 Feature and Television Production Contract on entertainment motion pictures of the type traditionally covered under the Local 52 Feature and Television Production Contract which are intended for initial exhibition in New Media, but excluding news, sports, documentaries[3] and "Experimental New Media Productions," as that term is defined below, within the geographic scope covered by the Local 52 Feature and Television Production Contract.

B. Coverage

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

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

[3] 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 news, sports and documentaries may not be motion pictures of the type traditionally covered under the Local 52 Feature and Television Production Contract. The parties agree that no inference should be drawn from this language as to whether the Local 52 Feature and Television Production Contract has traditionally covered these types of productions.

geographic scope of the Producer – I.A.T.S.E. Basic Agreement (hereinafter "the Basic Agreement") or the Producer – I.A.T.S.E. Videotape Electronics Supplemental 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 provision in the Basic Agreement, Videotape Agreement or West Coast Studio Local Agreements.[4] With respect to any employee working in the respective classifications and geographic scopes 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.[5] Notwithstanding the preceding two sentences, in determining whether fewer than four (4) such employees are employed on the production, the following employees shall not be counted: employees not specifically charged to the production or who are included in general overhead; script coordinators and writers' room assistants; projectionists and in-house publicists (but not unit publicists); and employees engaged in post-production or distribution functions, including, but not limited to, editing and looping regardless of where or when those functions are performed, but excluding the editor, provided that such editor is working in conjunction with the shooting company.

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

[4, 5] The Employer shall be entitled to rely on the representation of the employee as to whether such employee meets the "thirty (30) or more days of work experience within the last three (3) years" requirement.

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 either 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, 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 52 that it intends to cover an "Experimental New Media Production" by the start of principal photography.

C. Terms and Conditions of Employment on Certain Derivative New Media Productions[6]

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 Feature and Television Production Contract 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 52 Feature and Television Production Contract. 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."

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

In all other situations, terms and conditions of employment are freely negotiable between the employee and the Employer, except for those provisions identified in Paragraph E. below.

D. Terms and Conditions of Employment on Original New Media Productions[7]

Terms and conditions of employment on Original New Media Productions are freely negotiable between the employee and the Employer, except for those provisions identified in Paragraph E. below.

[7] This Paragraph D. applies to the following Original New Media Productions:
(1) Experimental New Media Productions that the Producer has elected to cover under this Paragraph D.; and
(2) Original New Media Productions which do not meet the definition of a High Budget SVOD, AVOD or FAST Channel Program (including because the program does not meet the requisite budget threshold or because the program is less than 20 minutes in length).

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 52 Feature and Television Production Contract.

Local 52 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 52.

(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 or New Jersey, or with respect to employees hired in New York or in that part of New Jersey that is within a sixty-five (65) mile radius of Columbus Circle to work in Connecticut, Delaware or those portions of Pennsylvania within the geographic jurisdiction of the Local 52 Feature and Television Production Contract, Employer shall make contributions to the Active Health Fund, as

[8] The provisions set forth in this Paragraph E. apply to the following Derivative and Original 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);
(2) Experimental New Media Productions that the Producer has elected to cover under this Sideletter; and
(3) Original New Media Productions which do not meet the definition of a High Budget SVOD, AVOD or FAST Channel Program (including because the program does not meet the requisite budget threshold or because the program is less than 20 minutes in length).

required by Section 12(a)(1)(ii) or 12(a)(2) of the Local 52 Feature and Television Production Contract, whichever is applicable, and to the Retired Employees Fund, as required by Section 12(a)(1)(iii) or 12(a)(2) of the Local 52 Feature and Television Production Contract, whichever is applicable, on behalf of each such employee; or

(ii) With respect to employees working on New Media Productions covered under this Sideletter in Connecticut, Delaware or those portions of Pennsylvania within the jurisdiction of the Local 52 Feature and Television Production Contract, 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 Section 31 of the Local 52 Feature and Television Production Contract that is attributable to the IATSE National Health 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 or New Jersey, or with respect to employees hired in New York or in that part of New Jersey that is within a sixty-five (65) mile radius of Columbus Circle to work in Connecticut, Delaware or those portions of Pennsylvania within the geographic jurisdiction of the Local 52 Feature and Television Production Contract, Employer shall make pension, health and Individual Account Plan contributions to the Motion Picture Industry Pension and Health Plans in accordance with Section 12(a) of the Local 52 Feature and Television Production Contract; or

(ii) With respect to employees working on New Media Productions covered under this Sideletter in Connecticut, Delaware or those portions of Pennsylvania within the jurisdiction of the Local 52 Feature and Television Production Contract, 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 Section 31 of the Local 52 Feature and Television Production Contract.

(3) Preference of Employment

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

(4) Grievance and Arbitration

Any dispute with regard to wages, hours of employment or working conditions concerning an employee employed by Employer under the terms of this Sideletter shall be resolved in accordance with the grievance and arbitration procedure set forth in Article XXXII of the Basic Agreement, except that 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 November 1, 2015; 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 November 1, 2015, 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 November 1, 2015. However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to November 1, 2015.

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 2012 Local 52 Feature and Television Production Contract. 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 November 1, 2015 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 52-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 October 20, 2024.

(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.

(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)

(4) **Terms and Conditions**[9]

(a) High Budget SVOD Programs, Pilots, Mini-Series and Seasons of Series Commencing Principal Photography on or After October 20, 2024

This subparagraph (a) applies to new one-time High Budget SVOD Programs and pilots which commence principal photography on or after October 20, 2024, new mini-series the first part of which commences principal photography on or after October 20, 2024 and new seasons of series for which the first episode of the season commences principal photography on or after October 20, 2024.

(i) Employees Employed in New York and/or New Jersey on High Budget SVOD Programs

Except as provided in subparagraph F.(4)(a)(i)(D)(2) below, the minimum wage rates, terms and conditions for employees employed on High Budget SVOD Programs in New York and/or New Jersey shall be as set forth in the 2024 Local 52 Feature and Television Production Contract and the 2024 Local 52 Supplemental Digital Production Agreement, as applicable, including all Sideletters, for a prime time dramatic television motion picture, subject to the following clarifications and modifications:

(A) A High Budget SVOD Program between 20 and 35 minutes in length or a High Budget SVOD series (other than a mini-series) consisting of episodes between 20 and 35 minutes in length shall be treated as a half-hour program or series.

(B) A High Budget SVOD Program between 36 and 65 minutes in length or a High Budget SVOD series (other than a mini-series) consisting of episodes between 36 and 65 minutes shall be treated as a one-hour program or series.

[9] For purposes of determining minimum wages and other terms and conditions for High Budget SVOD series, the parties agree that an episode may exceed the "program length" which applies to a typical episode of the series by up to three (3) minutes without becoming subject to the terms and conditions applicable to the next highest program length. (For example, if a typical episode of a High Budget SVOD series is between 20 and 35 minutes, a given episode of a series which is 38 minutes in length will still be subject to the compensation and terms and conditions applicable to a program between 20 and 35 minutes in length.) The parties further confirm that this applies to High Budget SVOD Programs produced under the Sideletter re: "Productions Made for New Media" in the 2015, 2018 and 2021 Local 52 Feature and Television Production Contracts.

(C) A High Budget SVOD mini-series shall be treated as a long-form television motion picture, except that the minimum wage rates for employees employed in New York and/or New Jersey on a High Budget SVOD Mini-Series shall be those set forth in Section 1(a)(5)(i) of the Local 52 Feature and Television Production Contract.

(D) A High Budget SVOD Program that is 66 minutes or more in length (other than a part of a mini-series) shall be treated as a long-form television motion picture, subject to the following modifications:

(1) <u>One-Time High Budget SVOD Programs 66 Minutes or More in Length (Other than Live Action One-Time High Budget SVOD Programs 96 Minutes or More in Length and Budgeted at More Than $37,573,985)</u>

The minimum wage rates for employees employed in New York and/or New Jersey on a one-time High Budget SVOD Program 66 minutes or more in length (other than a live action one-time High Budget SVOD program 96 minutes or more in length and budgeted at more than $37,573,985) shall be those set forth in Section 1(a)(3) of the Local 52 Feature and Television Production Contract.

(2) <u>Live Action One-Time High Budget SVOD Programs 96 Minutes or More in Length and Budgeted at More Than $37,573,985</u>

The wage rates and working conditions applicable to theatrical motion pictures, as set forth in the Local 52 Feature and Television Production Contract, shall apply to a live action High Budget SVOD Program that is 96 minutes or more in length and budgeted at over $37,573,985 (other than a pilot, episode of a series or part of a mini-series).[10] The foregoing applies only to a High Budget

[10] The budget shall be determined by the production costs, including the "above" and "below the line" costs and "pre-production" and "post-production" costs. Production costs shall not include: (a) the costs of the premium for a completion bond; (b) a contingency fund not to exceed ten percent (10%) of the budget; (c) costs reimbursed by insurance; and (d) overages caused by a *force majeure* event or governmental action. The IATSE has been granted the right under the Producer-IATSE Basic Agreement to review a report of the actual expenditures of the production ("Final Expenditure Report") and such other relevant materials as the IATSE may require which show the actual cost of the production. Local 52 may request that the IATSE conduct such review and make a determination whether the budget is over the budget threshold

SVOD Program that is subject to a license agreement entered into on or after January 1, 2019 (or, in the absence of a license agreement, the principal photography of which commences on or after January 1, 2019).

(E) Working Conditions on High Budget SVOD Programs in Tier 2 – Intended for Initial Exhibition on an SVOD Platform with 20 Million or More Subscribers in the United States and Canada – or Tier 1 or 2 – Intended for Initial Exhibition on an SVOD Platform with Fewer than 20 Million Subscribers in the United States and Canada

Working conditions for employees employed in New York and/or New Jersey on High Budget SVOD Programs in Tier 2, as defined in subparagraph F.(3) above, that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada, or on High Budget SVOD Programs that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada, shall be as follows:

(1) High Budget SVOD Programs Between 20 and 35 Minutes in Length

The working conditions applicable to such High Budget SVOD Programs that are between 20 and 35 minutes in length shall be as provided in the Local 52 Supplemental Digital Production Agreement, except:

(a) No unworked holiday pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first season of a 20-35 minute single camera High Budget SVOD series.

During the second season of a 20-35 minute single camera High Budget SVOD series, unworked holiday pay shall be payable at one-half of the applicable percentage set

---

set forth in Paragraph F.(4)(a)(i)(D)(2). In the event that the IATSE refuses to do so, Local 52 reserves its right to conduct such review. All information received or reviewed by representatives of Local 52 or retained professionals shall be confidential and neither Local 52 nor its representatives or retained professionals shall disclose any such information except as necessary to enforce its rights under this Agreement.

forth in the Local 52 Supplemental Digital Production Agreement; and during the third and subsequent season of a 20-35 minute single camera High Budget SVOD series, unworked holiday pay shall be as set forth in the Local 52 Supplemental Digital Production Agreement.

(b) No vacation pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first season of a 20-35 minute single camera High Budget SVOD series.

During the second season of a 20-35 minute single camera High Budget SVOD series, vacation pay shall be payable at one-half of the applicable percentage set forth in the Local 52 Supplemental Digital Production Agreement; and during the third and subsequent season of a 20-35 minute single camera High Budget SVOD series, vacation pay shall be as set forth in the Local 52 Supplemental Digital Production Agreement.

(2) <u>High Budget SVOD Programs 36 Minutes or More in Length</u>

The working conditions applicable to such High Budget SVOD Programs that are 36 minutes or more in length shall be as provided in the Local 52 Feature and Television Production Contract, except:

(a) No unworked holiday pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first season of a High Budget SVOD series.

During the second season of a High Budget SVOD series, unworked holiday pay shall be payable at one-half of the applicable percentage set forth in the Local 52 Feature and Television Production Contract; and during the third and subsequent seasons of a High Budget SVOD series, unworked holiday pay shall be as set forth in the Local 52 Feature and Television Production Contract.

(b) No vacation pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD pilot and during the first season of a High Budget SVOD series.

During the second season of a High Budget SVOD series, vacation pay shall be payable at one-half of the applicable percentage set forth in the Local 52 Feature and Television Production Contract; and during the third and subsequent seasons of a High Budget SVOD series, vacation pay shall be as set forth in the Local 52 Feature and Television Production Contract.

(ii) Employees Employed in Connecticut, Delaware or Those Portions of Pennsylvania Within the Geographical Jurisdiction of the Local 52 Feature and Television Production Contract ("Part B Areas") on High Budget SVOD Programs

The minimum wage rates, terms and conditions for employees employed in Part B Areas on High Budget SVOD Programs shall be as set forth in the 2024 Local 52 Feature and Television Production Contract and the 2024 Local 52 Supplemental Digital Production Agreement, as applicable, including all Sideletters, for a prime time dramatic television motion picture, subject to the following clarifications and modifications:

(A) Except as otherwise set forth below, 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 shall be treated as a one-hour program or series; and a High Budget SVOD Program that is 66 minutes or more in length shall be treated as a long-form television motion picture.

(B) Minimum Wage Rates and Working Conditions on Live Action One-Time High Budget SVOD Programs 96 Minutes or More in Length and Budgeted at More Than $37,573,985

The wage rates and working conditions applicable to theatrical motion pictures, as set forth in the Local 52 Feature and Television Production Contract, shall apply to a live action High Budget SVOD Program that is 96 minutes or more in length and budgeted at over $37,573,985 (other than a pilot, episode of a series or part of a mini-series).[11] The foregoing applies only to a High Budget

[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

SVOD Program that is subject to a license agreement entered into on or after January 1, 2019 (or, in the absence of a license agreement, the principal photography of which commences on or after January 1, 2019).

(C) Minimum Wage Rates on High Budget SVOD Pilots and High Budget SVOD Series (Other Than Mini-Series) 66 Minutes or More in Length in Tier 2 – Intended for Initial Exhibition on an SVOD Platform with 20 Million or More Subscribers in the United States and Canada – or Tier 1 or 2 – Intended for Initial Exhibition on an SVOD Platform with Fewer than 20 Million Subscribers in the United States and Canada

The minimum wage rates for employees employed in Part B Areas on High Budget SVOD pilots and the first season of a High Budget SVOD series (other than a mini-series) 66 minutes or more in length, in Tier 2 as defined in subparagraph F.(3) above, that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada, or on High Budget SVOD pilots and the first season of a High Budget SVOD series 66 minutes or more in length that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada, shall be those set forth in Section 26(a)(3)(i)(a) (or Section 26(d) for weekly employees) of the Local 52 Feature and Television Production Contract, reduced by 10%. During the second and third seasons, the minimum wage rates for such employees shall lag the rates set forth in Section 26(a)(3)(i)(a) (or Section 26(d) for weekly employees) by one year. Thereafter, the minimum wage rates shall be as set forth in Section 26(a)(3)(i)(a) (or Section 26(d) for weekly employees).

---

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 52 may request that the IATSE conduct such review and make a determination whether the budget is over the budget threshold set forth in this Paragraph F.(4)(a)(ii)(B). In the event that the IATSE refuses to do so, Local 52 reserves its right to conduct such review. All information received or reviewed by representatives of Local 52 or retained professionals shall be confidential and neither Local 52 nor its representatives or retained professionals shall disclose any such information except as necessary to enforce their rights under this Agreement.

(D) Working Conditions on High Budget SVOD Programs in Tier 2 – Intended for Initial Exhibition on an SVOD Platform with 20 Million or More Subscribers in the United States and Canada – or Tier 1 or 2 – Intended for Initial Exhibition on an SVOD Platform with Fewer than 20 Million Subscribers in the United States and Canada

Working conditions for employees employed in Part B Areas on High Budget SVOD Programs in Tier 2, as defined in subparagraph F.(3) above, that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with 20 million or more subscribers in the United States and Canada, or on High Budget SVOD Programs that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada, shall be as follows:

(1) High Budget SVOD Programs Between 20 and 35 Minutes in Length

The working conditions applicable to such High Budget SVOD Programs that are between 20 and 35 minutes in length shall be as provided in the Local 52 Supplemental Digital Production Agreement, except:

(a) No unworked holiday pay shall be payable on a High Budget SVOD Pilot, a High Budget SVOD mini-series and during the first season of a 20-35 minute single camera High Budget SVOD series.

During the second season of a 20-35 minute single camera High Budget SVOD series, unworked holiday pay shall be payable at one-half of the applicable percentage set forth in the Local 52 Supplemental Digital Production Agreement; and during the third and subsequent seasons of a 20-35 minute single camera High Budget SVOD series, unworked holiday pay shall be as set forth in the Local 52 Supplemental Digital Production Agreement.

(b) No vacation pay shall be payable on a one-time High Budget SVOD Program, a High Budget SVOD Pilot, a High Budget SVOD mini-series, during the first season of a 20-35

minute single camera High Budget SVOD series and during all seasons of a 20-35 minute multi-camera High Budget SVOD series.

During the second season of a 20-35 minute single camera High Budget SVOD series, vacation pay shall be payable at one-half of the applicable percentage set forth in the Local 52 Supplemental Digital Production Agreement; and during the third and subsequent seasons of a 20-35 minute single camera High Budget SVOD series, vacation pay shall be as set forth in the Local 52 Supplemental Digital Production Agreement.

(2) High Budget SVOD Programs 36 Minutes or More in Length

The working conditions applicable to such High Budget SVOD Programs that are 36 minutes or more in length shall be as provided in the Local 52 Feature and Television Production Contract, except:

No unworked holiday pay shall be payable on a one-time High Budget SVOD Program 66 minutes or more in length, a High Budget SVOD Pilot, a High Budget SVOD mini-series and during the first season of a High Budget SVOD series.

During the second and subsequent seasons of a High Budget SVOD series 36-65 minutes in length, unworked holiday pay shall be as set forth in the Local 52 Feature and Television Production Contract.

No unworked holiday pay shall be payable during the second season of a High Budget SVOD series 66 minutes or more in length; during the third season, unworked holiday pay shall be payable at one-half of the applicable percentage set forth in the Local 52 Feature and Television Production Contract; and during the fourth and subsequent seasons, unworked holiday pay shall be as set forth in the Local 52 Feature and Television Production Contract.

(3) On High Budget SVOD Programs in Part B Areas that are intended for initial exhibition on a subscription video-on-demand consumer pay platform with fewer than 20 million subscribers in the United States and Canada, Employer may interchange

employees based upon the concept set forth in the Supplemental Videotape Electronics Agreement.

(b) High Budget SVOD Programs, Pilots, Mini-Series and Seasons of Series Commencing Principal Photography Prior to October 20, 2024

This subparagraph (b) applies to one-time High Budget SVOD Programs and pilots which commence principal photography prior to October 20, 2024, mini-series the first part of which commences principal photography prior to October 20, 2024 and seasons of series for which the first episode of the season commences principal photography prior to October 20, 2024.

The minimum wage rates, terms and conditions applicable to such Programs, pilots, mini-series and seasons of series shall be as set forth in Paragraph F. of the Sideletter re: "Productions Made for New Media" in the 2021 Local 52 Feature and Television Production Contract (the "2021 New Media Sideletter"), except that:

(i) The wage rates applicable to employees employed on High Budget SVOD Programs (as defined in the 2021 New Media Sideletter) shall be as set forth in the following chart:

Program Type (Commencing Principal Photography Pre-10/20/24)	**Applicable Wage Schedule(s) in 2024 Agreement**
High Budget SVOD Programs that, in the 2021 New Media Sideletter, are subject to the wage rates set forth in Section 1(a)(1) of the 2021 Local 52 Feature and Television Production Contract	Section 1(a)(1)
High Budget SVOD Programs that, in the 2021 New Media Sideletter, are subject to the wage rates set forth in Section 1(a)(2) of the 2021 Local 52 Feature and Television Production Contract for the current period	Section 1(a)(2)(i)
High Budget SVOD Programs that, in the 2021 New Media Sideletter, are subject to the wage rates set forth in Section 1(a)(2) of the 2021 Local 52 Feature and Television Production Contract for the period prior to the period in question	Section 1(a)(2)(i) for the period prior to the period in question

(Continued)

(Continued)

High Budget SVOD Programs that, in the 2021 New Media Sideletter, are subject to the wage rates set forth in Section 1(a)(2) of the 2021 Local 52 Feature and Television Production Contract for the period two periods prior to the period in question	Section 1(a)(2)(i) for the period two periods prior to the period in question
High Budget SVOD Programs that, in the 2021 New Media Sideletter, are subject to the wage rates set forth in Section 1(a)(3) of the 2021 Local 52 Feature and Television Production Contract	Section 1(a)(3)
High Budget SVOD Programs that, in the 2021 New Media Sideletter, are subject to the wage rates set forth in Section 1(a)(5) of the 2021 Local 52 Feature and Television Production Contract for a "New One-Hour Series in its First or Second Season."	Section 1(a)(5)(ii)
High Budget SVOD Programs that, in the 2021 New Media Sideletter, are subject to the wage rates set forth in Section 1(a)(5) of the 2021 Local 52 Feature and Television Production Contract for a "New One-Hour Series in its Third or Subsequent Season."	Section 1(a)(5)(iii)
High Budget SVOD Programs that, in the 2021 New Media Sideletter, are subject to the wage rates set forth in Section 26(a)(1) or (2) (or Section 26(d) for weekly employees) of the 2021 Local 52 Feature and Television Production Contract	Section 26(a)(1) or (2) (or Section 26(d) for weekly employees)
High Budget SVOD Programs that, in the 2021 New Media Sideletter, are subject to the wage rates set forth in Section 26(a)(3)(i) (or Section 26(d) for weekly employees) of the 2021 Local 52 Feature and Television Production Contract	Section 26(a)(3)(i)(a) (or Section 26(d) for weekly employees)
High Budget SVOD Programs that, in the 2021 New Media Sideletter, are subject to the wage rates set forth in Section 26(a)(3)(i) (or Section 26(d) for weekly employees) of the 2021 Local 52 Feature and Television Production Contract for the period prior to the period in question	Section 26(a)(3)(i)(a) (or Section 26(d) for weekly employees) for the period prior to the period in question
High Budget SVOD Programs that, in the 2021 New Media Sideletter, are subject to the wage rates set forth in Section 26(a)(3)(i) (or Section 26(d) for weekly employees) of the 2021 Local 52 Feature and Television Production Contract, reduced by 10%	Section 26(a)(3)(i)(a) (or Section 26(d) for weekly employees), reduced by 10%

(ii) The references in the 2021 New Media Sideletter to the working conditions of the Local 52 Feature and Television Production Contract and the Local 52 Supplemental Digital Production Agreement shall be deemed to mean the working conditions of the 2024 Local 52 Feature and Television Production Contract and the 2024 Local 52 Supplemental Digital Production Agreement, respectively.

(c) The second paragraph of Paragraph C. of this Sideletter shall apply to a Derivative New Media Production that falls within the

definition of a High Budget SVOD Program as provided in this Paragraph F.

(d) For purposes of determining applicable terms and conditions under this subparagraph (4), 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. "High Budget" New Media Productions Made for Initial Exhibition on a Free-to-the-Consumer, Advertiser-Supported New Media Platform or Free Ad-Supported Streaming Television (FAST) Channel

(1) Prospective Application

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

(a) any new season of a High Budget AVOD or FAST Channel series for which principal photography of the first episode of the season commences on or after October 20, 2024;

(b) any High Budget AVOD or FAST Channel mini-series for which principal photography of the first part of such mini-series commences on or after October 20, 2024; and

(c) any one-time High Budget AVOD or FAST Channel program which commences principal photography on or after October 20, 2024.

(2) High Budget AVOD or FAST Channel Programs Defined

The terms and conditions set forth in this Paragraph G. shall be applicable only to original and derivative dramatic new media productions which meet the following "high budget" criteria and which are made for initial exhibition on: (a) a free-to-the-consumer, advertiser-supported new media platform ("High Budget AVOD Programs"); or (b)

a free ad-supported streaming television channel ("High Budget FAST Channel Programs"):

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

* Programs less than 20 minutes are not considered "high budget" for the purpose of this Paragraph G., regardless of their budgets.

(3) **Terms and Conditions**[12]

(a) Employees Employed in New York and/or New Jersey

The terms and conditions applicable to employees employed in New York and/or New Jersey on a High Budget AVOD or FAST Channel Program, as defined in subparagraph G.(2) above, shall be as provided in subparagraph F.(4)(a)(i) above for employees employed in New York and/or New Jersey on a High Budget SVOD Program.

(b) Employees Employed in Connecticut, Delaware or Those Portions of Pennsylvania Within the Geographic Jurisdiction of the Local 52 Feature and Television Production Contract ("Part B Areas")

The terms and conditions applicable to employees employed in Part B Areas on a High Budget AVOD or FAST Channel Program, as defined in subparagraph G.(2) above, shall be as provided in subparagraph F.(4)(a)(ii) above for employees employed in Part B Areas on a High Budget SVOD Program.

[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 AVOD or FAST Channel series is between 20 and 35 minutes, a given episode of a series which is 38 minutes in length will still be subject to the compensation and terms and conditions applicable to a program between 20 and 35 minutes in length.)

H. 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 High Budget SVOD, AVOD or FAST Channel 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 52 may request that the IATSE conduct such review and make such determination. In the event that the IATSE refuses to do so, Local 52 reserves its right to conduct such review. All information received or reviewed by representatives of Local 52 shall be kept confidential, and neither Local 52 nor its representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

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 52 Feature and Television Production Contract 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

AGREED AND ACCEPTED:

MOTION PICTURE STUDIO MECHANICS, LOCAL 52, I.A.T.S.E. & M.P.T.A.A.C.

Christopher J. De Titta
President

ALLIANCE OF MOTION PICTURE & 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 June 1, 2006
Re-Executed as of May 16, 2012
Re-issued as of May 16, 2015

Mr. John Ford
President
Motion Picture Studio Mechanics, Local #52
326 W. 48th Street
New York, New York 10036

Re: **Workweek Switch for Television Pilots**

Dear John:

This will confirm our agreement that, effective June 1, 2006, Section 20(c) of the Local 52 Agreement shall be interpreted to confer upon the Employers signatory to the Local 52 Agreement the right to switch the workweek on any television pilot.

Sincerely,

Carol A. Lombardini

AGREED AND ACCEPTED:

MOTION PICTURE STUDIO MECHANICS, LOCAL #52, I.A.T.S.E. & M.P.T.A.A.C.

Date: 2/6/16

John Ford

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 February 15, 2013
Re-issued as of May 16, 2015

Mr. John Ford
President
Motion Picture Studio Mechanics, Local 52
326 W. 48th Street
New York, New York 10036

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

Dear John:

This sideletter confirms the understanding reached during the 2012 negotiations that should an Employer elect to employ a person within the geographic jurisdiction of Local 52 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 pay pension and health contributions pursuant to this Agreement, provided that the applicable Trust Agreements permit such contributions. The bargaining parties agree to make a recommendation to the Directors of the respective pension and health plans (*i.e.*, the Motion Picture Industry Pension and Health Plans and the IANBF) to amend the applicable Trust Agreements, if required, to allow such contributions.

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

Sincerely,

Carol A. Lombardini

AGREED AND ACCEPTED:

MOTION PICTURE STUDIO MECHANICS, LOCAL #52, I.A.T.S.E. & M.P.T.A.A.C.

Date: 2/6/16

John Ford

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 May 16, 2018

Mr. John Ford
President
Motion Picture Studio Mechanics, Local 52
19-02 Steinway Street
Astoria, New York 11105

Re: Cancellation of Call – Sixth/Seventh Day Premiums

Dear John:

During the 2018 negotiations, the Employers made and withdrew a proposal to add language to the 2018 Local 52 Feature and Television Production Contract and to the 2018 Local 52 Supplemental Digital Production Agreement stating that "a cancelled 'weather-permitting' call shall not be considered a day worked."

The parties agree that such withdrawal is without prejudice to the Employers' position that sixth or seventh day premiums are not due when an Employer cancels a call and reschedules work on a regularly-scheduled day off within the same workweek, and the employee does not actually work six or seven days within that workweek. The parties further agree that the Employers' submission to the Union of any proposal during the 2018 negotiations containing the language quoted above shall not be considered part of the bargaining record and shall not be offered or admitted into evidence in any proceeding to demonstrate that a premium is due in those circumstances.

In agreeing to the foregoing, Local #52 expressly reserves its position that a sixth or seventh day premium is due when the Employer cancels a call and reschedules work on a regularly-scheduled day off within the same workweek.

Sincerely,

Carol A. Lombardini

ACCEPTED AND AGREED:

MOTION PICTURE STUDIO MECHANICS, LOCAL #52, I.A.T.S.E. & M.P.T.A.A.C.

Date: 10/4/19

John Ford
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

Carol A. Lombardini
President

Direct: 818.935.5930

SIDELETTER

As of May 16, 2018

Mr. John Ford
President
Motion Picture Studio Mechanics, Local #52
19-02 Steinway Street
Astoria, New York 11105

Re: Diversity and Inclusion

Dear John:

Local #52 and the Employers agree to cooperate in their efforts and engage in ongoing discussions with the goal of promoting diversity in the hiring of Local #52-represented classifications. Topics of discussion may include: (1) examining characteristics of the labor pool; (2) sharing information and discussing ways to improve existing initiatives; (3) developing new initiatives aimed at increasing the employment of under-represented groups including but not limited to women, people of color, people with disabilities, LGBTQ individuals, etc.; and (4) developing criteria to benchmark success in these areas.

Sincerely,

Carol A. Lombardini

ACCEPTED AND AGREED:

MOTION PICTURE STUDIO MECHANICS, LOCAL #52, I.A.T.S.E. & M.P.T.A.A.C.

Date: 10/14/15

John Ford
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, 2024

Christopher J. De Titta
President
Motion Picture Studio Mechanics, Local 52
19-02 Steinway Street
Astoria, New York 11105

Re: Artificial Intelligence

Dear Mr. De Titta:

During the 2024 negotiations, the parties reached agreement to add a new Article 20 to the Local 52 Feature and Television Production Contract 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 20 was the result of extensive discussions between the parties, including with their respective experts, 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 20 and the Employer's obligation, upon request of the Union, to negotiate over any impact of such use on bargaining unit employees as required by law.

Under the Local 52 Feature and Television Production Contract, Employers may have additional obligations, and other dispute resolution provisions may apply, under Article 7 ("Technological Change") as the result of the introduction of an AI System. Should that be the case, that Article, including the protections provided therein, this Sideletter and Article 20 shall apply to employees working under the Local 52 Feature and Television Production Contract.

The parties confirm that an Employer may experiment with using an AI System for the primary purpose of determining, under operating conditions, the feasibility and/or adequacy of performance of any AI System and may test the AI System under operating conditions by

persons under the jurisdiction of the Local 52 Feature and Television Production Contract on a temporary basis. Those circumstances do not constitute a technological change or otherwise impose any obligation on Employer, other than those specifically set forth in Article 20 to the Local 52 Feature and Television Production Contract.

Sincerely,

Gregory J. Hessinger

AGREED AND ACCEPTED:

MOTION PICTURE STUDIO MECHANICS, LOCAL 52, I.A.T.S.E. & M.P.T.A.A.C.

Christopher J. De Titta

Date: 5/7/26