UNITED SCENIC ARTISTS - LOCAL USA 829

I.A.T.S.E. and M.P.T.A.A.C.

MOTION PICTURE PRODUCTION AGREEMENT
WITH MAJOR PRODUCERS

October 1, 2024 - September 30, 2027

UNITED SCENIC ARTISTS, LOCAL USA 829, I.A.T.S.E.
AND M.P.T.A.A.C. OF THE UNITED STATES,
ITS TERRITORIES AND CANADA
MOTION PICTURE PRODUCTION AGREEMENT

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UNITED SCENIC ARTISTS, LOCAL USA 829 I.A.T.S.E. AND M.P.T.A.A.C. OF THE UNITED STATES AND CANADA MOTION PICTURE PRODUCTION AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of October, 2024, by and between United Scenic Artists, Local USA 829, I.A.T.S.E. and M.P.T.A.A.C. of the United States and Canada (hereinafter referred to as "Local USA 829" or the "Union"), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter referred to as "AMPTP"), on behalf of the Producers listed in Exhibit "A" attached hereto, all of which constitute a multi-employer bargaining unit (hereinafter referred to individually as "the Employer" or "the Producer" and collectively as "the Employers" or "the Producers"), on the other hand.

The terms and conditions of this Agreement shall be effective as of October 6, 2024, except that when an effective date other than October 6, 2024 is specified, the provision shall be effective on the date specified. The terms and conditions of the 2021 Local USA 829 Motion Picture Production Agreement shall apply until October 6, 2024, except when an earlier effective date is specified in this Agreement.

In consideration of the covenants herein contained, the parties agree as follows:

ARTICLE 1. SCOPE/JURISDICTION/AND CLASSIFICATIONS

A. Scope

(1) This Agreement applies and is limited in its application to Art Directors, Assistant Art Directors, Scenic Designers, Charge Scenic Artists, Journeyperson Scenic Artists, Costume Designers, Assistant Costume Designers, Shoppersons/Industrial and Art Department Coordinators (hereinafter collectively called "Employees"), employed or engaged by a Producer to work on theatrical motion pictures and filmed programs made for free television (collectively "covered productions") within the geographic jurisdiction set forth in subparagraph B. below. The terms and conditions of employment for Employees on any type of production by the Producer within the geographic jurisdiction set forth in subparagraph B. below, other than those covered by the preceding sentence, shall be as mutually agreed upon between the Producer and the Union, but in no event less than the terms and conditions generally applicable to such types of production within the industry; and

(2) During the 2024 negotiations, the parties agreed to include Costume Department Coordinators in this Agreement to the extent provided in Article 30, which includes the applicable provisions concerning Scope and Geographical Jurisdiction for Costume Department Coordinators.

B. Geographical Jurisdiction

The application of this entire collective bargaining agreement shall be specifically limited to covered productions which take place within the five (5) boroughs of the City of New York, Nassau County, and that area in the State of New Jersey known as the Meadowlands. All references in this Agreement to locations, sets, studios or any other location of the Producer shall be deemed to encompass only those locations, sets and studios within the foregoing geographical jurisdiction.

The Producer has the option of engaging an employee or employees to work outside the geographic jurisdiction, in which event the terms and conditions for such employment shall be subject to the mutual agreement of the Producer and the Union, except that the terms and conditions governing out-of-town locations already contained in this Agreement shall apply and except that work at a location within a thirty (30) mile radius of Columbus Circle (other than Sandy Hook, New Jersey) shall be treated as a "report-to" location.

C. Description of Employee Classifications

(1) The ART DIRECTOR (alternatively entitled PRODUCTION DESIGNER) may execute and be responsible for the production of all illustrations, continuity sketches, perspectives, scenery and set designs, scale models for such scenery, sets and props, designation of surface coloration and texture, drafting of all plans and elevations and shall give approval on sets (defined as any locale for story developments) and properties, the dressing of sets and scenery, finding and recommending, for the consideration of the Director and the approval of the Producer, locations which are visually suitable for the production.

(2) The ASSISTANT ART DIRECTOR, if engaged, must meet with the approval of the ART DIRECTOR and assist as necessary in the work outlined in subparagraph C.(1) above. The ASSISTANT ART DIRECTOR should work under the supervision of the ART DIRECTOR with the approval of the Director.

(3) The COSTUME DESIGNER is responsible for: (a) the complete costume breakdown as specified by the finished scene numbered script; (b) the production of all costume designs, color sketches or outline sketches with color samples attached, including drawings or necessary descriptions of detail and its application; (c) all selection from existing costumes, whether purchased, promoted, rented or chosen from a performer's personal wardrobe; (d) the supervision of all necessary fittings and alterations of the costumes and the selection of all necessary fabrics and trims; (e) the design or selection of all costumes accessories; and (f) the painting and aging in the studio or on the set (but not in a costumes supply house) of costumes and costume accessories. The COSTUME DESIGNER may, if necessary, shop for period costumes and costume accessories. However, nothing contained in this paragraph is intended to change past practices.

(4) The ASSISTANT COSTUME DESIGNER, if engaged, must meet with the approval of the COSTUME DESIGNER and assist in the work outlined in subparagraph C.(3) above.

(5) The CHARGE SCENIC ARTIST shall be engaged with the approval of the ART DIRECTOR, and shall be responsible to the ART DIRECTOR for the accomplishment of work which includes, but is not limited to, the following: (a) the preparation, painting and/or coloration of all textures, plastering, appliquéing on scenery, sets and properties, as necessary; (b) the application of all decorative wall or surface coverings applied by any means; (c) all lettering and sign work, sculpturing, modeling, mold-making, casting, portraits or special art work (including paintings and murals); (d) miniature sets and/or models and properties; and (e) the painting and aging in the studio or on the set (but not in a costume supply house) of costumes and costume accessories as specified by the COSTUME DESIGNER.

Notwithstanding anything contained above, the Producer shall be permitted to purchase, rent, receive for free, or receive for a promotional consideration any item which is available to the general public, or any existing item which has been created for promotional considerations, or any item previously constructed or created for the Producer for purposes unrelated to the motion picture, or any item previously constructed or made for another person or corporation for purposes unrelated to the motion picture. The word "item," as used herein, refers to all of the matters set forth in subparagraph C.(5)(a) through (e) above. Nothing contained in this subparagraph C.(5) is intended to change past practice.

(6) JOURNEYPERSON SCENIC ARTISTS, if engaged, must meet with the approval of the CHARGE SCENIC ARTIST as necessary to assist in the work outlined in subparagraph C.(5) above.

(7) The SHOPPERSON/INDUSTRIAL, if engaged, may have the following duties: (a) make and maintain tools, *i.e.*, drawing sticks, pounce bags, snaplines, floggers, etc.; (b) maintain inventory of all paints, dyes, binders, solvents and supplies, and notify the CHARGE SCENIC ARTIST or Shop Purchasing Agent of any immediate shortages; (c) clean and maintain all brushes and pails used by the SCENIC ARTIST; (d) prepare glues, sizes, anilines and textural solutions used by the ARTIST; (e) stand by to assist the SCENIC ARTIST in such areas as bringing equipment to work areas, snapping lines, taping and laying paper, moving scenery, laying out and folding up of drops and in any other way that the SHOPPERSON/ INDUSTRIAL may be called upon to assist with the exception of any actual drawing, painting or application of scenic materials; (f) maintain the cleanliness of work areas; and (g) run any errand which pertains to the work of the SCENIC ARTIST and is required by the CHARGE SCENIC ARTIST.

The SHOPPERSON/INDUSTRIAL is not a mandatory part of the crew; the SHOPPERSON/INDUSTRIAL's functions may continue to be performed by a SCENIC ARTIST and the SHOPPERSON/INDUSTRIAL's employment will be at the sole discretion of the Producer.

(8) The ART DEPARTMENT COORDINATOR is an individual who reports directly to the Production Designer or Art Director and who either: (1) creatively assists the Production Designer or Art Director in executing responsibilities; or (2) coordinates the Art Department Office. This category does not include general office personnel or production assistants who may be assigned to the Art Department.

It is understood that staffing of ART DEPARTMENT COORDINATORS is not mandated by this Agreement.

Terms and conditions of employment for ART DEPARTMENT COORDINATORS are exclusively set forth in Article 23.

ARTICLE 2. RECOGNITION AND UNION SECURITY

A. Recognition

The Producer recognizes the Union as the exclusive collective bargaining agent for all employee classifications covered by this Agreement employed to work on covered productions directly produced by the Producer. This Agreement shall also cover work on otherwise covered productions directly produced by a subsidiary of the Producer engaged in motion picture production, provided that the Producer has in excess of a fifty percent (50%) financial interest in the subsidiary.

This Agreement shall be applicable to covered work only when the Producer is the employer of employees covered by this Agreement; negative pick-up transactions, distribution transactions and production/ distribution transactions (as those terms are commonly understood in the industry) which are bona fide, are not covered.

B. Union Security

The Producer will employ, and maintain in its employ, only such persons as are members of the Union in good standing, or such persons as shall make application for membership in the Union, not later than the thirtieth day following either the date of hiring or the date of execution of this Agreement, whichever is later; provided, however, that nothing in this subparagraph B. shall be construed to require the Producer to cease employing or refrain from employing any person if the Producer has reasonable grounds for believing that (1) membership in the Union was not available to the person on the same terms and conditions generally applicable to other members, or (2) membership in the Union was denied or terminated for reasons other than failure to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership therein.

ARTICLE 3. CHECK-OFF

The Producer will deduct each week from the gross monies paid to each employee covered by this Agreement, for whom there has been filed with the Producer a written assignment in accordance with Section 302(c) of the Labor Management Relations Act of 1947, a percentage, as certified by the Union in writing, equal to the Union's then current administrative dues. The percentage at the commencement of this Agreement is two (2%) percent. The Producer shall transmit all deductions made pursuant to this Article at the end of each month.

ARTICLE 4. WAGES

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

A. Minimum wage rates for employees working on theatrical and television motion pictures shooting within the jurisdiction of this Agreement, except for long-form television motion pictures, pilots and new one-hour series:

CATEGORY	9/29/24-9/27/25	9/28/25-10/3/26	10/4/26-9/30/27
Art Director (5 day week)	$5,575.30	$5,798.31	$6,001.25
Assistant Art Director (Daily (8 hours))	786.51	817.97	846.60
Costume Designer – theatrical motion pictures (5 day week)	5,575.30	5,798.31	6,001.25
Costume Designer – one-half hour television motion pictures (5 day week)	4,843.01	5,036.73	5,213.02
Assistant Costume Designer (Daily (8 hours))	544.41	566.19	586.01
Charge Scenic Artist (Daily (8 hours))	744.54	774.32	801.42
Journey Scenic Artist (Daily (8 hours))	607.18	631.47	653.57
Shopperson/Industrial (Daily (8 hours))	362.36	376.85	390.04

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

CATEGORY	9/29/24-9/27/25	9/28/25-10/3/26	10/4/26-9/30/27
Art Director (5 day week)	$5,415.82	$5,632.45	$5,829.59
Assistant Art Director (Daily (8 hours))	763.21	793.74	821.52

CATEGORY	9/29/24-9/27/25	9/28/25-10/3/26	10/4/26-9/30/27
Costume Designer (5 day week)	4,706.45	4,894.71	5,066.02
Assistant Costume Designer (Daily (8 hours))	519.01	539.77	558.66
Charge Scenic Artist (Daily (8 hours))	722.86	751.77	778.08
Journey Scenic Artist (Daily (8 hours))	589.50	613.08	634.54
Shopperson/Industrial (Daily (8 hours))	352.23	366.32	379.14

C. (1) Minimum wage rates for employees working on one-hour series shooting within the jurisdiction of the Agreement, for which the principal photography of the first episode of the first season commences on or after September 29, 2013 and the first episode of the first or subsequent season commences principal photography on or after October 1, 2024 (includes a pilot with a firm series commitment at the time of the pilot order):

CATEGORY	9/29/24-9/27/25	9/28/25-10/3/26	10/4/26-9/30/27
Art Director (5 day week)	$5,408.04	$5,624.36	$5,821.21
Assistant Art Director (Daily (8 hours))	762.91	793.43	821.20
Costume Designer (5 day week)	5,408.04	5,624.36	5,821.21
Assistant Costume Designer (Daily (8 hours))	528.08	549.20	568.43
Charge Scenic Artist (Daily (8 hours))	722.20	751.09	777.38
Journey Scenic Artist (Daily (8 hours))	588.96	612.53	633.96
Shopperson/Industrial (Daily (8 hours))	351.49	365.54	378.34

(2) Minimum wage rates for employees working on one-hour series shooting within the jurisdiction of the Agreement, for which the principal photography of the first episode of the first season commences on or after September 29, 2013 (includes a pilot with a firm

series commitment at the time of the pilot order) other than as provided in subparagraph C.(1) above:[1]

CATEGORY	9/29/24-9/27/25	9/28/25-10/3/26	10/4/26-9/30/27
Art Director (5 day week)	$5,210.56	$5,575.30	$5,798.31
Assistant Art Director (Daily (8 hours))	735.06	786.51	817.97
Costume Designer (5 day week)	4,526.18	5,575.30	5,798.31
Assistant Costume Designer (Daily (8 hours))	508.79	544.41	566.19
Charge Scenic Artist (Daily (8 hours))	695.83	744.54	774.32
Journey Scenic Artist (Daily (8 hours))	567.46	607.18	631.47
Shopperson/Industrial (Daily (8 hours))	338.65	362.36	376.85

D. Minimum wage rates for employees working on long-form television motion pictures and pilots without a firm series commitment at the time of the pilot order, shooting within the jurisdiction of the Agreement:

CATEGORY	9/29/24-9/27/25	9/28/25-10/3/26	10/4/26-9/30/27
Art Director (5 day week)	$5,137.20	$5,342.69	$5,529.68
Assistant Art Director (Daily (8 hours))	722.57	751.47	777.77
Costume Designer (5 day week)	4,467.83	4,646.54	4,809.17
Assistant Costume Designer (Daily (8 hours))	502.24	522.33	540.61
Charge Scenic Artist (Daily (8 hours))	684.98	712.38	737.31
Journey Scenic Artist (Daily (8 hours))	558.56	580.90	601.23

[1] It is the intention of the parties that the rates in Section C.(2) lag the rates in Section A. for theatrical motion pictures by one year starting on September 29, 2024 and for all wage rate periods thereafter.

CATEGORY	9/29/24-9/27/25	9/28/25-10/3/26	10/4/26-9/30/27
Shopperson/Industrial (Daily (8 hours))	334.56	347.94	360.12

E. Weekly rates for employees who work three (3) or fewer days in a workweek shall be prorated at one-fifth (1/5) for each day worked. Weekly employees who work more than three (3) days in a workweek shall be entitled to a full week's pay, except as provided in Paragraph F. below.

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

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

ARTICLE 5. WORKING HOURS

A. For Employees on Hourly Wages

(1) The regular workweek for employees on hourly wages shall be any five (5) consecutive days out of seven (7) consecutive days.

(2) (a) The regular workday shall consist of any eight (8) hours.

(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. If the training exceeds four (4) hours, then the eight (8) hour minimum call shall apply.

(c) The minimum call on a prep day which involves a production meeting only shall be four (4) hours, but if the meeting exceeds four (4) hours, then the eight (8) hour minimum call shall apply.

(d) "Off Production" scenic artists whose calls commence at 8:00 p.m. or later, but prior to 4:00 a.m., shall receive a fifteen percent (15%) premium for the entire shift.

(e) A workday 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 should be paid double time for those hours worked on the calendar holiday.

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

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

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

(4) **Rest Periods**

(a) <u>Daily Rest Period</u>

During principal photography on or after October 1, 2024, a rest period of ten (10) hours shall be allowed between one day's work and the next, except that when an employee is engaged on an overnight location out of town, the daily rest period shall be nine (9) hours, measured "portal-to-portal." If less than the foregoing rest period is allowed, the penalty for invasion of the rest period as provided herein shall be payment of additional double time at the employee's straight time hourly rate. If the rest period is invaded by one-half hour or less, the penalty shall be payment of one-half hour of additional double time; if the rest period is invaded by more than one-half hour, the penalty shall be computed in one-tenth hour increments (*e.g.*, a thirteen (13) minute invasion would result in payment of additional double time for one-half

hour, and a thirty-six (36) minute invasion would result in payment of additional double time for six-tenths of an hour).

(b) Weekend Rest Period[2]

The following provisions apply to employees employed on a motion picture, program, part of a mini-series or episodes of a series.

(i) 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:

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

(B) 1) exterior night shooting, as called for in the script, is scheduled for the fifth day of the workweek;

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

3) 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.

(C) Employer may utilize the foregoing exceptions:

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

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

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

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

(ii) 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.

(iii) 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.

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

(v) Measurement of the weekend rest period shall be the same as applies to the daily rest period in this Article 5.A.

(vi) The penalty for invasion of the rest period as provided herein shall be payment of additional straight time for all invaded hours.

(c) The rest period provisions of this Agreement do not apply to persons engaged on an unlimited hours basis.

(5) For employees on hourly wages, all work performed on the employee's sixth consecutive workday shall be compensated at one and one-half times the employee's regular basic hourly rate. Work performed on the employee's seventh consecutive work day or a designated holiday shall be paid for at double the employee's regular basic hourly rate.

The parties clarify that a daily employee who is hired to work on the sixth day of the production's workweek, but who has not worked five (5) other days in that week is compensated at straight time; an employee who is hired to work on the seventh day of the production's workweek, but who has not worked six (6) other days in that week is compensated at straight time, unless it is the employee's sixth day of

work within the workweek, in which case the employee is compensated at one and one-half times the employee's regular basic hourly rate.

(6) One time during the production of a motion picture (including pilots, but excluding episodic television series), 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 an episodic series, the Employer may shift the workweek as provided in the preceding sentence once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one (1) week). The parties confirm that for "on production" personnel, the foregoing "shift in workweek" provision allows for a "round-trip" switch, so that the Employer is permitted to return the workweek to the originally scheduled workweek without incurring additional costs (*e.g.*, a Monday-Friday shift which is switched to Tuesday-Saturday can be returned to Monday-Friday without incurring additional costs.)

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) days off in the workweek as a result of a workweek shift, the Employer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

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

B. **For Weekly "On-Call" Employees**

(1) All weekly "on-call" employees shall have a work schedule permitting two (2) consecutive days off during any seven (7) days of employment.

(2) (a) If an Art Director or Costume Designer is required to work on a prep day which involves a production meeting only, the employee shall be paid one-half day's pay, but if the meeting exceeds four (4) hours, the employee will be paid one day's pay.

(b) A weekly "on-call" employee shall be paid one-half day's pay for any day on which an employee does not work and reports for training at the request of an individual Employer, unless the

training exceeds four (4) hours, in which case the weekly "on-call" employee will be paid one (1) day's pay.

(3) If any weekly "on-call" employee is required to perform work on the employee's sixth consecutive workday, the employee shall be paid three-tenths (3/10) (1½ times 1/5) of the weekly rate.

If a weekly "on-call" employee is required to perform work on the employee's seventh consecutive workday or a designated holiday, the employee shall be paid two-fifths (2/5) of the weekly rate.

It is agreed that such premium pay must be authorized in advance.

(4) A workday starting on one calendar day and running into the next calendar day shall be credited to the first calendar day, except:

(a) An employee whose work shift overlaps into a holiday or from a holiday into the next day should be paid at the holiday rate for those hours worked on the calendar holiday; and

(b) An Art Director or Costume Designer who, having commenced work on the previous day, continues, subject to the prior authorization of the Producer's designated representative, to work past 1:00 a.m. on a sixth or seventh consecutive workday, and who worked at least fifteen (15) hours, including meal period(s), before being dismissed on such sixth or seventh day worked in an employee's workweek, shall be paid for the sixth or seventh day at the applicable premium rate.

(5) One time during the production of a motion picture (including pilots, but excluding episodic television series), 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 an episodic series, the Employer may shift the workweek as provided in the preceding sentence once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one (1) week). The parties confirm that for "on production" personnel, the foregoing "shift-in-workweek" provision allows for a "round trip" switch, so that the Employer is permitted to return the workweek to the originally scheduled workweek without

incurring additional costs (*e.g.*, a Monday-Friday shift which is switched to Tuesday-Saturday can be returned to Monday-Friday without incurring additional costs.)

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) days off in the workweek as a result of a workweek shift, the Employer shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

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

C. **Meals and Meal Periods**

(1) 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 Producer's expense.

(2) 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 (3) 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 (4) below.

(3) The meal interval may be extended one-half (½) hour (one (1) hour for television) without penalty when used for wrapping up or to complete the camera take(s) in progress, until print quality is achieved. Such extension shall not be scheduled nor automatic.

(4) 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.

(5) 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).

(6) 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 hour of pay at the prevailing rate

On television motion pictures:

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 (½) hour meal delay or fraction thereof….One 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.

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

(a) A meal need not be provided to employees working at a 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. Examples of studios include but are not limited to: Steiner Studios (Brooklyn), Silvercup Studios (Long Island City, Queens, Bronx) and Meadowlands Arena fka Izod Center.

(b) Subpart (5) of this Paragraph C. is clarified so that self-directed employees are to be given a meal allowance when a meal allowance is applicable (*i.e.*, on out-of-town locations), but will not receive meals nor meal penalties. If the employee is given a meal, however, no meal allowance shall be payable.

(c) When the Producer furnishes meals to a shooting unit, and an "off-production" crew is working on the same site at the same time for the same unit, the Producer will likewise furnish meals to the "off-production" crew.

D. **Cancellation of Call**

(1) The Producer shall notify an "off production" employee not later than 3:00 p.m. that said employee will not be engaged on the following day and shall notify an "on production" employee not later than 6:00 p.m. that said employee will not be engaged on the following day. In the event such notice is not given, said employee shall automatically be employed for the following day.

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

In the event a daily employee is notified not to report to work, the employee shall be paid four (4) hours of pay at straight time,

and the Producer shall contribute one-third (1/3) of the amount due under Article 9; however, if the notification to the daily employee is untimely, the daily employee shall be paid for an eight (8) hour minimum call.

A weekly "on-call" employee who is notified not to report to work shall be paid one-half (½) of one-fifth (1/5) of the employee's weekly rate, and the Producer shall contribute one-third (1/3) of the amount due under Article 9; however, if the notification to the weekly "on-call" employee is untimely, or the Producer authorizes the weekly "on-call" employee to work that day, the weekly "on-call" employee shall be paid for the day.

The foregoing is in addition to the Producer's rights under Section 5.D.(3) below. Local USA 829 agrees that it will not unreasonably deny a request by the Producer to issue a "weather-permitting" call under this paragraph for other weather conditions.

(3) Notwithstanding the above, the Producer may cancel calls due to inclement weather as provided in subparagraph (2) above for those employees working within a fifty (50) mile radius of Columbus Circle, whether on or off production, provided that the Producer 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. Producer may also cancel calls for the first day of a new workweek (*e.g.*, Monday) so long as the Producer 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. in the evening prior to the call (*i.e.*, Sunday in the case of a Monday call). Local USA 829 agrees that it will not unreasonably deny a request by the Producer to cancel a call under this subparagraph (3) due to other weather conditions.

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

E. **Courtesy Housing and Transportation**

When an employee drives to work and is required to work in excess of fourteen (14) hours, Producer shall offer the employee either courtesy housing or round trip transportation at the Producer's election.

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

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

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

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

ARTICLE 6. MINIMUM CREW REQUIREMENTS

A. All productions must engage at least one (1) Art Director and one (1) Costume Designer whose engagements must commence during the pre-production and continue to the conclusion of the shooting.

B. When construction is in progress, all productions must engage at least one (1) Charge Scenic Artist. During said construction period, additional Journeyperson Scenic Artists shall be engaged when necessary. When there is no construction in progress, but there is shooting in progress, all productions must engage at least one (1) Charge Scenic Artist. During said shooting, additional Journeyperson Scenic Artists shall be engaged when necessary. When there is both construction in progress and shooting in progress, all productions must engage at least one (1) Charge Scenic Artist for construction and at least one (1) Journeyperson Scenic Artists at the Charge Scenic Artist rate of pay for shooting, and when both construction and shooting are in progress, additional Journeyperson Scenic Artists shall be engaged when necessary.

C. The Union agrees to cooperate with the Producer in "phasing out" the requirement to staff Local USA 829 employees on the production when there is no covered work to be performed, such as after the last set or location is established.

D. The provisions of subparagraphs A. and B. of this Article 6 shall apply to New York-based productions. With respect to non-New York-based productions, the employment of classifications covered by this Agreement shall be subject to the mutual agreement of the parties, it being understood that such employment shall be based on the needs of the production. The Union waives the requirement of mutual agreement under the foregoing sentence for: (a) shooting which is two (2) or fewer weeks in duration and (b) second unit photography.

ARTICLE 7. PENALTY FOR VIOLATION

If, at any time, work clearly falling within the jurisdiction of the Union is performed for a production by a person who is not employed pursuant to this Agreement, the Producer will be penalized to the extent of the amount of pay which would have been due and payable if said person had been employed.

ARTICLE 8. HOLIDAYS

A. The parties hereto recognize the following holidays:

(1) Prior to January 1, 2025:

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

(2) Effective January 1, 2025:

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

Any holiday designated by federal statute shall be considered to fall on the day so designated, except that any holiday falling on a Saturday, whether designated by federal statute or not, shall, for the purpose of this Agreement, be celebrated on the previous Friday, and any holiday falling on a Sunday, whether designated by federal statute or

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

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

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

ARTICLE 9. TRUST FUND (GENERAL FRINGE BENEFITS PROGRAM)

A. Theatrical Motion Pictures

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

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

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

(i) Pension Fund

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

(ii) Welfare Fund

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

(iv) Annuity Fund

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

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

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

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

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

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

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

(i) Pension Fund

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

(ii) Welfare Fund

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

(iv) Annuity Fund

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

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

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

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

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

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

B. Television Motion Pictures

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

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

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

(i) Pension Fund

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

(ii) Welfare Fund

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

(iv) Annuity Fund

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

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

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

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

The Producer shall contribute an aggregate daily contribution, which shall be allocated as provided in Article 9.C. or

pursuant to Article 9.D.(6), of $205.00 per day on behalf of each such employee.

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

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

(i) Pension Fund

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

(ii) Welfare Fund

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

(iv) Annuity Fund

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

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

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

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

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

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

C. Allocation of Fringe Contribution Increase

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

D. Administration of United Scenic Artists Local 829 Pension Fund, IATSE National Health and Welfare Fund and IATSE Annuity Fund

(1) The United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund shall be used for the purpose of providing various types of pension, health and welfare and death benefits to employees represented by the Union.

(2) The United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund shall be separately and independently established under an agreement and declaration of trust which the parties hereto shall enter into for such purposes. Such Funds shall be subject to all requirements of law and the administration thereof will be by trustees, an equal number of whom shall be designated by the Union and by representatives of contributing employers.

(3) The requirement to make pension and welfare contributions to the United Scenic Artists Local 829 Pension Fund and the IATSE National Health and Welfare Fund is conditioned on the contributions being tax-deductible. To the extent the contributions identified above are not tax-deductible, those contributions will instead be made to the IATSE Annuity Fund to be established by the parties.

In addition, the bargaining parties will recommend to the Trustees of the Pension Fund that the future pension benefit increases be based upon a funding margin range of seven percent (7%)

to ten percent (10%) (as measured by withdrawal liability standards for PBGC purposes, but using the Fund's interest rate assumption for actuarial purposes). The bargaining parties recognize, however, that the Trustees must take into account other considerations in making benefit improvements, and that the foregoing is not intended to interfere with the Trustees' fiduciary obligation to discharge their duties solely in the interest of the Pension Fund's participants and beneficiaries.

(4) Pension contributions, as herein required, shall be due and payable to the United Scenic Artists Local 829 Pension Fund, c/o Zenith American Solutions, Inc., 140 Sylvan Avenue, Suite 303, Englewood Cliffs, New Jersey 07632 on a monthly basis.

Welfare contributions, as herein required, shall be due and payable to the IATSE National Health and Welfare Fund, 417 Fifth Avenue, 3rd Floor, New York, New York 10016 on a monthly basis. Annuity contributions, as herein required, shall be due and payable to the IATSE Annuity Fund, 417 Fifth Avenue, 3rd Floor, New York, New York 10016 on a monthly basis.

Upon making such monthly payments, the Producer will furnish a statement of the employees and the dates of their employment on whose account the contributions are being made. If so required by the Trustees, such statements will be on forms supplied by the Fund and copies of same will simultaneously be sent to the Union along with the contributions.

(5) It is a condition of the contributions herein and above set forth that the same shall be deductible as a business expense by the Producer under the provisions of the Internal Revenue Code as it now exists or hereafter is amended.

(6) Allocation to Pension, Welfare and Annuity Funds. The bargaining parties will meet annually on or about October 1st to determine whether to reallocate pension, welfare and/or annuity contributions and, if they determine to do so, any agreement reached regarding reallocation shall be effective only after adequate notice to the Producers of such reallocation. Any such reallocation shall be effective at the beginning of a payroll period.

ARTICLE 9A. UNITED SCENIC ARTISTS LOCAL USA 829 401(k) PLAN (No Matching Contributions)

Subject to satisfaction of the following conditions, the Employer shall recognize the participation by its employees covered hereunder in the United Scenic Artists Local 829 Retirement 401(k) Plan (the "Plan"),

and the Employer shall withhold and contribute or cause to be withheld and contributed on a before tax basis, for each payroll period, the dollar amount or percentage of compensation (not to exceed the lesser of the statutory IRS dollar maximum amount or 100% of the employee's compensation), which the employee has designated in writing to the Employer as the employee's salary deferral election under the Plan.

The contribution, which shall reduce the employee's gross compensation by the amount elected by the employee, shall be deemed an Employer contribution as required by law, although the Employer shall not be required to increase the employee's gross compensation or to match an amount of the employee's deferrals into the Plan.

The Employer shall remit each employee's salary deferrals as required by the Trust Agreement, which currently provides that the Employer shall remit each employee's salary deferrals as soon as practicable after such amounts are withheld from the employee's paycheck, but in no event more than fifteen (15) business days after the end of the month in which such salary deferrals apply, by separate check made payable to the United Scenic Artists Local 829 Retirement 401(k) Plan, together with a completed Plan Remittance Form, mailed to the following address:

United Scenic Artists Local 829 Retirement 401(k) Plan
c/o Zenith American Solutions, Inc.
140 Sylvan Avenue, Suite 303
Englewood Cliffs, New Jersey 07632

Employee contributions to the Local USA 829 Pension and Welfare Funds must be figured before any 401(k) salary deferrals.

The Plan shall operate as a Taft-Hartley plan, administered by an independent service provider chosen by the Trustees. The Plan shall continue its current structure and shall operate in accordance with the following:

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

(b) The Employer shall have no responsibility for any management or administrative costs of the Plan.

(c) The Employers and the Union will take such measures as are required to limit the liability of the Employers.

(d) The Trust documents are amended to enable the "Major Producers" collectively to appoint one Employer Trustee and remove or replace that Employer Trustee so appointed.

(e) The bargaining parties agree to recommend to the Trustees of the Plan the adoption of a resolution under which 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.

(f) The Employer's participation in the Plan is contingent on the Plan's continued qualification as tax-exempt under the provisions of the Internal Revenue Code.

ARTICLE 10. LOCATIONS IN TOWN

A. All locations within the defined geographical jurisdiction of Local USA 829 shall be considered "report-to" locations with the employee's work time starting at the call time and ending at dismissal from that location, not including meal periods. Furthermore, it is understood that no mileage is payable under these circumstances.

B. For a production not using a studio (as defined under Article 5.C.8.(a) above), all shooting will be deemed "on location."

ARTICLE 11. TRAVEL

For any day of the week (including holidays) on which an employee travels only, the employee shall receive an allowance equal to four (4) hours of pay at straight time or pay for time actually traveled, whichever is greater, but in no event more than eight (8) hours of pay at straight time. On a day in which regular work is performed, and in addition, the employee is required to travel, then, in addition to compensation for regular work, the employee shall be compensated up to four (4) hours travel time at the applicable rate (straight time or overtime as the case may be).

ARTICLE 12. OUT OF TOWN LOCATIONS

A. An employee engaged on an overnight location, out of town, shall be provided with first class lodging accommodations and the following meal allowances if no meal is provided effective October 1, 2024: $10.00 for breakfast; $10.00 for lunch; and $20.00 for dinner (effective October 1, 2026, $11.00 for breakfast; $11.00 for lunch; and $23.00 for dinner). In addition to the meal allowances, such employee shall also be provided with a per diem expense allowance of $30 per

day, which shall cover, among other expenses, local transportation, excluding authorized car rental.

B. A daily employee required by the Producer to be lodged away from home overnight is guaranteed an allowance equal to four (4) hours of pay at the minimum wage rate (not work time) for the sixth or seventh day not worked in the employee's workweek, plus pension and welfare contributions for the day. A weekly "on-call" employee shall receive an allowance of one-twelfth (1/12) of the scheduled minimum weekly rate (not work time) for the sixth or seventh day not worked in the employee's workweek, plus pension and welfare contributions for the day. The pension and welfare contribution set forth in the two preceding sentences shall apply to employees working on theatrical motion pictures. For employees working on television motion pictures, the pension and welfare contribution for a sixth or seventh day not worked shall be the aggregate daily Pension, Welfare and Annuity Fund contribution set forth in Article 9.B.

C. Daily employees will be paid not less than eight (8) hours at one and one-half times the employee's regular basic hourly rate if they work on the sixth consecutive day and shall be paid not less than four (4) hours at double the employee's regular basic hourly rate when required to work on a seventh consecutive workday or a holiday, while on an out-of-town location.

D. The Producer will provide minimum coverage of $50,000 flight insurance for an employee required by the Producer to travel by airplane during an assignment and $100,000 flight insurance for an employee required by the Producer to travel by helicopter during an assignment.

E. Travel by air shall be tourist or economy class in a regularly-scheduled commercial aircraft.

ARTICLE 13. CREDIT

A. When credit is given to the Director of Photography, the Art Director and Costume Designer shall be given credit of equal size and shall appear on the screen immediately following or preceding the credit given the Director of Photography. However, the Art Director's credit may appear in the end titles when the Director of Photography receives main title credit and another Art Director or Production Designer receives credit in the main titles. When credit is given to any department head (such as sound, make-up, etc.), the Chargeperson Scenic Artist shall be given credit of equal size and shall appear with them.

B. In the event that, pursuant to subparagraph A. above, an Art Director or Costume Designer is entitled to receive credit, then nothing herein shall preclude the Producer and the Art Director and the Producer and the Costume Designer, as the case may be, from mutually agreeing to a credit in the following form: "Art Director _____," or "Art Direction by _____" or "Production Designer or Production Designed by _____;" "Costume Designer _____," or "Costumes Designed by _____."

ARTICLE 14. EQUIPMENT AND MATERIAL

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

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

ARTICLE 15. HEALTH, SAFETY, SANITARY CONDITIONS, INSURANCE AND LOCKERS

A. The Producer shall provide a safe and sanitary place for the clothing of the employees and sanitary lavatory facilities at all shops, studios and locations.

B. It is agreed by the parties that too great an emphasis cannot be placed on the need to provide a safe working environment. In that context, it shall be incumbent on the Producer to furnish employment and a place of employment which are safe and healthful for the employees therein; to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful; to do every other thing reasonably necessary to protect the life, safety and health of employees. Correspondingly, no Producer shall require or permit any employee to go or be in any employment or place of employment which is not safe and healthful. In addition, every Producer and every employee shall comply with occupational safety and health standards and all rules, regulations and orders pursuant to applicable laws which are applicable to the employee's own actions and conduct; no person (Producer or employee) shall remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning, furnished for the use in any

employment or place of employment; no person shall interfere with the use of any method or process adopted for the protection of any employee, including his/herself, in such employment or place of employment.

C. Rigid observance of safety regulations must be adhered to and willful failure of any employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to a clear and present danger to life or limb. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Producer and the Union therefore undertake to promote in every way possible the realization of the responsibility of the individual employee with regard to preventing accidents to any employee.

D. The Union may designate either the shop steward or another Union representative as a safety representative who shall have the right to meet upon request at reasonable times, including in advance of the start of production, with the Production Manager for a covered production in order to discuss questions of health and safety.

E. The Producer agrees to provide coverage for employees covered hereunder under the Producer's existing AD&D policy. Such coverage will include a minimum of $100,000 for the maximum incident.

F. In the event of a complaint or concern about an unsafe condition, Local USA 829 representatives can contact the Labor Relations office of the Producer to ensure that prompt investigation and appropriate action will be taken if the Producer finds that an unsafe condition exists.

G. At the start of every production, the Labor Relations Department will send a bulletin to the Production Department reminding it of health and safety obligations. A copy of the bulletin will be provided to the Union, which shall provide as follows:

"The Producers reaffirm their commitment to regularly inspect the studio working areas and to establish preventive maintenance procedures to assure safe working conditions.

"Complaints of unsafe conditions will be promptly investigated by the Producer and appropriate action will be taken if the Producer finds that an unsafe condition does exist.

"Each Producer will designate an individual as the responsible safety officer for its respective studio, facility, location or work site. Each Producer will have a well-publicized 'hot-line' phone number which employees can anonymously call to alert management to any existing safety problems which may require correction.

"Communication regarding safety policy will be made available to all affected employees."

H. Either the Production Department or the Labor Relations Department will advise the crew of the appropriate person to contact regarding health and safety matters. Call sheets shall identify the name and phone number of the Producer's safety contact, which may be an individual or a department, as well as the phone number for the Producer's safety hotline. For departments that do not receive call sheets, the preceding information will be posted on bulletin boards at the shop, studios and locations.

I. Either the Production Department or the Labor Relations Department will provide to the Union the name and contact information for the Producer's Safety Representative (which may be an individual or a department).

J. When the Producer engages an environmental consultant to examine a location in the New York metropolitan area where employees employed under this Agreement will be working, the Producer will provide the Union with a summary report prepared by the environmental consultant of the inspection and abatements (if any), showing the location examined, the date, the materials sampled and the results compared to regulatory guidelines. The Union agrees to keep all such reports confidential except as permitted by law and except that the Union may share a copy of such report with another IATSE New York Motion Picture Local, provided that such Local agrees to keep such report confidential.

Inadvertent failure to provide any such report to the Union shall not be considered a breach of the Agreement.

K. Labor Relations or Safety Representatives will remain available to discuss with Local USA 829 any particular health and safety concerns regarding their Company.

ARTICLE 16. EMPLOYEE LIST

The Producer shall require the payroll company for the production to provide the Union with a list of new hires covered under this

Agreement commencing two weeks after the first such covered employee is hired and every two weeks thereafter, if applicable.

ARTICLE 17. MISCELLANEOUS

A. No Strike - No Lockout

The Union agrees that during the period of this Agreement, it will not strike against, picket, boycott or otherwise interfere with or curtail the business of the Producer, and the Producer agrees that there will be no lockout during the same period.

B. Arbitration

In the event of any dispute between the Union and the Producer, the parties agree promptly and in good faith to attempt to settle such matter between them amicably. In the event that the dispute cannot be settled, it shall be submitted to arbitration on the request of either party. However, any dispute must be submitted to arbitration within thirty (30) days from the date of the alleged violation or the date that the Union discovered or should have discovered the alleged violation, whichever is later, but in no event later than sixty (60) days from the date of the alleged violation.

Arbitrable disputes shall consist only of issues involving the interpretation or application of particular clauses of this Agreement and alleged violations.[3] The arbitrator shall not have the right or authority to add to, subtract from, or alter any of the provisions of this Agreement. Matters as to which the parties have provided in the Agreement for the exercise of opinion or judgment shall not be subject to arbitration.

Any arbitrable dispute which the parties are unable to settle may be submitted by either the Union or the Producer for arbitration in New York City pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association and the fees of the arbitrator shall be divided equally between the Union and the Producer. The decision of the arbitrator shall be final and binding.

C. Non-Discrimination

Neither the Producer nor the Union shall discriminate against any employee or applicant on account of sex, age, race, creed, color, national origin, union membership or union activities.

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[3] Any such disputes that give rise to an alleged violation of Sections 8(a)(1) and/or 8(a)(3) of the National Labor Relations Act, or in which the alleged facts would constitute such a violation, are also subject to arbitration under this Article 17.B.

D. Payment of Wages

All employees will be paid on Friday of a given week for all work during the previous payroll week (*i.e.*, the preceding Sunday through Saturday.)

When the services of a daily employee are terminated, the employee shall be paid by check within seven (7) calendar days of the termination all monies the employee is due under the Agreement, unless arrangements are made with the employee for direct deposit during the foregoing timeframe.

E. Savings Clause

In the event any clause of this Agreement is declared illegal, it shall not prevent the rest of this Agreement being in full force and effect.

F. Technology

It is recognized that bargaining unit employees may utilize computers as a tool of the trade to perform work historically covered by this Agreement. Any dispute over the assignment of such computer-generated work shall not be arbitrable. However, when any such dispute involves employees employed under this Agreement and employees covered under another collective bargaining agreement, the Union shall first endeavor to resolve the dispute with the Producer. If the parties cannot resolve the dispute, it shall be referred to IATSE President Matthew D. Loeb and AMPTP President Gregory J. Hessinger for resolution. The joint decision of such individuals shall be final and binding; no further remedies shall be available.

ARTICLE 18. BUSINESS REPRESENTATIVE

The duly authorized Business Representative of Local USA 829 or the Business Representative's duly authorized representative shall be permitted to visit any portion of the studio or job site at all times.

ARTICLE 19. TERM

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

ARTICLE 20. CHANGES AND MODIFICATIONS

This Agreement may not be changed, modified, renewed, extended or discharged except by an Agreement in writing, signed by the party against whom enforcement of the change, modification, renewal, extension or discharge is sought.

ARTICLE 21. APPRENTICESHIP AND TRAINING FUND

Each Producer agrees to participate in The Local USA 829 Apprenticeship and Training Fund ("Training Fund"). The parties agree that the Trust Fund will assist in the parties' efforts to increase employment opportunities for individuals from underrepresented populations. The Trust Fund will help foster a more inclusive, equitable and diverse workforce in the motion picture industry.

For each apprentice scenic artist employed, the Producer shall contribute to the Training Fund the sum of ten dollars ($10.00) per day. Apprentices may be employed at an established ratio of one (1) apprentice scenic artist for every four (4) journey scenic artists. The Producer shall designate a representative who can approve the employment of an apprentice scenic artist. It is understood that nothing herein shall require a Producer to utilize an apprentice scenic artist.

In addition, each Producer shall contribute to The Local USA 829 Apprenticeship and Training Fund fifty dollars ($50.00) for each day on which the Producer employs an individual under the terms of this Agreement and within the geographic jurisdiction of this Agreement, with a maximum contribution of three thousand dollars ($3,000) per calendar year per Producer. A Producer will be deemed to have reached the maximum contribution to The Local USA 829 Apprenticeship and Training Fund of three thousand dollars ($3,000) per calendar year when the total contribution by Producers within the same corporate family as the Producer has reached three thousand dollars ($3,000) per calendar year.

On an annual basis, the Union shall send an invoice to the Labor Relations executive designated by the Producer, specifying the contributions owed under this Article. Thereafter, Producer shall send contributions as stipulated in this Article directly to: *United Scenic Artists, Local USA 829 Apprenticeship Program Training Fund, 29 West 38th Street, 15th Floor, New York, NY 10018.*

The Union shall recommend to the Trustees of The Local USA 829 Apprenticeship and Training Fund that the AMPTP appoint two Trustees to the Training Fund.

ARTICLE 22. DIGITAL PRODUCTION AGREEMENT

Producers recognize Local USA 829 as having jurisdiction on digital productions of the types traditionally covered under the Local USA 829 Agreement. As to digital theatrical motion pictures and prime time dramatic television productions, the terms and conditions of the Local USA 829 Agreement will apply. For any other digital productions of the type traditionally covered under the Local USA 829 Agreement, terms and conditions shall be bargained on an individual production-by-production basis.

Notwithstanding the foregoing, the terms of any individual agreement negotiated to cover a videotape program, which program subsequently switches to digital production, shall continue to remain in effect for the term of that agreement despite the switch to digital production.

ARTICLE 23. ART DEPARTMENT COORDINATORS

A. Theatrical Motion Pictures

Producer shall be required to make aggregate Pension, Welfare and Annuity Fund contributions for Art Department Coordinators employed on theatrical motion pictures as follows:

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

(a) Pension Fund

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

(b) Welfare Fund

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

(b) Annuity Fund

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

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

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

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

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

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

B. Television Motion Pictures

Producer shall be required to make aggregate Pension, Welfare and Annuity Fund contributions for Art Department Coordinators employed on television motion pictures as follows:

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

(a) Pension Fund

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

(b) Welfare Fund

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

(c) Annuity Fund

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

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

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

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

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

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

C. Art Department Coordinators shall be considered employed on a weekly "on-call" basis as set forth in Article 5.B., "Working Hours for Weekly 'On-Call' Employees." The minimum weekly "on-call" rate for Art Department Coordinators shall be subject to individual negotiation between the employee and the Producer.

D. In addition to paragraphs A. through C. above, only the following provisions of this Agreement are applicable to Art Department Coordinators:

(1) Article 1, "Scope/Jurisdiction/and Classifications;"

(2) Article 2, "Recognition and Union Security;"

(3) Article 3, "Check-Off;"

(4) Article 5.D., "Cancellation of Call," shall apply to Art Department Coordinators who are paid not less than one and one-half times their regular hourly rate for hours worked over forty (40) hours in a workweek;

(5) Article 5.E., "Courtesy Housing and Transportation;"

(6) Article 8, "Holidays;"

(7) Article 9.D.(1) through (5), "Administration of United Scenic Artists Local 829 Pension Fund, I.A.T.S.E National Health and Welfare Fund and I.A.T.S.E Annuity Fund;"

(8) Article 9A., "United Scenic Artists Local USA 829 401(k) Plan (No Matching Contributions);"

(9) As applied to Art Department Coordinators, Article 11, "Travel," shall be revised to read as follows:

"For any day of the week (including holidays) on which an employee travels only, the employee shall receive an allowance equal to one-tenth (1/10) of the weekly rate for four (4) or fewer hours of travel time or one-fifth (1/5) of the weekly rate for travel time exceeding four (4) hours. On a day in which regular work is performed, and in addition, the employee is required to travel, then, in addition to compensation for the employee's regular work, the employee shall be compensated up to one-tenth (1/10) of the weekly rate for the time spent in traveling."

(10) As applied to Art Department Coordinators, Article 12, "Out of Town Locations," shall be revised to read as follows:

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

"B. A weekly 'on-call' employee shall receive an allowance of one-twelfth (1/12) of the scheduled minimum weekly rate (not work time) for the sixth or seventh day not worked in the employee's workweek, plus Pension, Welfare and Annuity Fund contributions for Art Department Coordinators as provided in Article 23.A. for theatrical motion pictures and Article 23.B. for television motion pictures.

"C. The Producer will provide minimum coverage of $50,000 flight insurance for an employee required by the Producer to travel by airplane during an assignment and $100,000 flight insurance for an employee required by the Producer to travel by helicopter during an assignment.

"D. Travel by air shall be tourist or economy class in a regularly-scheduled commercial aircraft."

(11) Article 15, "Health, Safety, Sanitary Conditions, Insurance and Lockers;"

(12) Article 16, "Employee List;"

(13) Article 17, "Miscellaneous;"

(14) Article 18, "Business Representative;"

(15) Article 19, "Term;"

(16) Article 20, "Changes and Modifications;"

(17) Article 21, "Apprenticeship and Training Trust Fund;"

(18) Article 26, "Sick Leave;"

(19) Article 27, "Family Companies;"

(20) Article 28, "Diversity, Equity and Inclusion;"

(21) Article 29, "Harassment Prevention Policy;"

(22) Article 31, "Artificial Intelligence;" and

(23) Article 32, "Bereavement Leave."

ARTICLE 24. ONE-HOUR SERIES PRODUCED IN LOS ANGELES

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 USA 829, 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 USA 829.

ARTICLE 25. INTERCHANGE BETWEEN SCENIC ARTISTS AND STAGECRAFT PERSONNEL ON NEW ONE-HOUR EPISODIC SERIES

Scenic Artists employed on new one-hour episodic series, the production of which commences on or after October 1, 2009, may be

required to interchange with members of the stagecraft department on the production.

ARTICLE 26. SICK LEAVE

A. <u>Paid Sick Leave in the State of New York</u>: The following is applicable only to employees working under this Agreement in the State of New York:

(1) Employees shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Employer, up to a maximum of fifty-six (56) hours per calendar year. In lieu of the foregoing hourly accrual of paid sick leave, an Employer may elect to provide its employees with a bank of (56) hours of sick leave at the beginning of each calendar year (or upon the employee's commencement of employment with the Employer, in the middle of the calendar year). The Employer may not reduce or revoke the employee's sick leave based on the number of hours actually worked by an employee during the calendar year if it elects to provide a bank of sick leave. For purposes of this Article 26.A., a calendar year shall be measured, as designated by the Employer, as either a calendar year running from January 1st to December 31st or as a regular and consecutive twelve-month period.

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

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

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

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

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

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

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

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

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

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

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

The reasons outlined above in subparagraphs (A) through (G) must be related to the domestic violence, family offense, sexual offense, stalking, or human trafficking. Provided further, that a person who has committed the domestic violence, family offense, sexual offense, stalking, or human trafficking shall not be eligible for leave under this Article 26.A. for situations in which the person committed the offense and was not a victim, notwithstanding any family relationship.

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

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

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

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

(5) An employee's unused sick leave shall be carried over to the following calendar year; provided, however, that an Employer may limit the use of sick leave to fifty-six (56) hours per calendar year. Nothing in this Article 26.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 26.A.

(6) No Employer shall discharge, threaten, penalize, or in any other manner discriminate or retaliate against any employee because the employee has exercised rights under this Article 26.A., including, but not limited to, requesting sick leave and using sick leave.

(7) Upon return to work following any sick leave taken pursuant to this section, 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 26.A. Upon the oral or written request of an employee to the designated Employer representative or department, the Employer shall provide a summary of the amounts of sick leave accrued and used by the employee in the current calendar year and/or any previous calendar year. The Employer shall provide the information to the employee within three (3) business days of the request.

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

B. <u>Paid Sick Leave Outside the State of New York</u>: 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 (45th) 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 26.B.

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

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

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

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

(6) Employer shall advise the employee of the designated Employer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 26.B. The Employer will also indicate which period (*i.e.*, calendar year or the employee's anniversary date) the Employer selected to measure the thirty (30) day and ninety (90) day (forty-five (45) day, effective 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 USA 829 of the name and contact information of the designated Employer representative or department.

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

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

C. <u>Waiver of New York City Earned Safe and Sick Time Act and Similar Laws</u>

The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York State Paid Sick Leave Law (New York Labor Law Section 196-b); the New York City Earned Safe and Sick Time Act (N.Y.C. Admin. Code, Section 20-911 *et seq.*); the New Jersey Paid Sick Leave Act (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 Paid 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 hereafter enacted.

It is understood that the Union and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.

ARTICLE 27. FAMILY COMPANIES

The Employer agrees to continue the practice of advising the Union when a "family company" is producing a motion picture under the Agreement. The Employer agrees that "family companies" which utilize the Agreement will be bound thereto for the term of the Agreement.

ARTICLE 28. DIVERSITY, EQUITY AND INCLUSION

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

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

B. **Self-Identification Data**. During the 2021 negotiations, the parties discussed the efforts that have been made by the Employers and Local USA 829 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 USA 829 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. To the extent that a party has aggregated diversity statistics concerning Local USA 829-covered employees, that party agrees to share the information with the other party upon request, but no more frequently than twice per year.

C. **Training Program Opportunities and Joint Mentorship Program**. In connection with the parties' commitment to diversity, equity and inclusion as set forth in this Article 28, the parties agree to form a "DEI" committee, consisting of representatives of Local USA 829 and Employer representatives, to meet within ninety (90) days of the effective date of the Agreement. The DEI committee will discuss the development of program(s) for on-the-job training within the motion picture industry in the various job classifications covered by this Agreement, with the goal of enhancing employment for individuals who are underrepresented in this industry. The Union also agrees to have those discussions on an individual Employer basis.

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. The training programs may include the performance of the duties of the classification for which the individual is being trained, provided that the following occurs: (1) the Department Head consents to the placement of the trainee in the department; (2) the trainee completes the safety training required to perform the duties assigned as part of the training; and (3) the trainee is an additional hire to an otherwise fully staffed department.

Through the DEI committee, or on an individual Employer basis, the parties also agree to create a joint mentorship program to foster connections between mentors and individuals from underrepresented groups or under-served communities currently working in or entering the industry workforce through the programs described in this provision with the goal of expanding access to those individuals' opportunities for employment in the industry. In addition, the parties agree to discuss participation in already existing mentorship programs that encourage individuals from underrepresented groups to seek careers in the classifications covered by this Agreement.

ARTICLE 29. HARASSMENT PREVENTION POLICY

A. Each Producer is committed to maintaining a working environment that is free from unlawful harassment. In addition, each Producer is committed to complying with applicable laws prohibiting harassment in the workplace.

Upon the Union's request, a Producer shall provide the Union with a copy of its non-discrimination and anti-harassment policy, which shall include a method by which an employee can report violations of the policy.

B. In the event that an employee believes that there has been a violation of this Article 29, the employee should promptly inform the Producer or its designated representative. Should a complainant request the assistance of the Union, the Union will refer the complainant to the Producer's applicable policies and encourage the complainant to notify the Producer. When authorized by the complainant, the Union representative shall promptly make the complaint known to a designated representative of the Producer.

Once the Producer is informed of any such complaint, the Producer shall investigate promptly. Upon conclusion of the Producer's investigation, the Producer will take action it deems appropriate and warranted.

C. Producer shall not unlawfully retaliate against any employee who, in good faith, raises a complaint or participates in an investigation pursuant to this Article 29.

D. The matters covered in this Article 29 are not subject to the provisions of Article 17.B. ("Arbitration"), other than a dispute concerning discipline or termination for an employee's violation of the Producer's policies. Producer and any individual employee may agree that any matters covered in this Article 29 are subject to arbitration pursuant to a personal services agreement to the extent permitted by law.

ARTICLE 30. COSTUME DEPARTMENT COORDINATORS

This Article applies to individuals employed by the Employer whose overall primary job function is to provide services as a Costume Department Coordinator on live action theatrical motion pictures, dramatic television motion pictures and dramatic motion pictures made for the Internet, mobile devices or any other new media platform in existence as of October 1, 2009 ("New Media Productions") (including "Experimental New Media Productions," as that term is defined in Paragraph B. of Exhibit 7 to this Agreement (see Paragraph J.(21) below), but only to the extent that the Employer elects to cover them) within the five (5) boroughs of the City of New York, Nassau County, and that area in the State of New Jersey known as the Meadowlands.

Except as expressly specified in this Article 30, the other terms and conditions of the 2024 Local USA 829 Motion Picture Production Agreement shall not apply to Costume Department Coordinators; only the terms expressly set forth in this Article shall apply.

A. Once an Employer engages a Costume Department Coordinator under this Article 30, other individuals who are not covered under this Article 30 (including, but not limited to, individuals employed in other classifications under the Local USA 829 Motion Picture Production Agreement) may assist the Costume Department Coordinator in the performance of the Costume Department Coordinator's duties or perform the duties of a Costume Department Coordinator on a temporary basis in the Costume Department Coordinator's absence for a period of up to one (1) workweek. However, if another individual who is not engaged under this Agreement is performing the duties of the Costume Department Coordinator in the Costume Department Coordinator's absence for a period in excess of one (1) workweek, that individual shall be classified as a Costume Department Coordinator subject to the terms of this Article 30 during the entire period when the individual is performing that work in the Costume Department Coordinator's absence. The Employer may, however, choose to fill a temporary absence with an individual covered under this Agreement as a Costume Department Coordinator.

B. The parties recognize that the work of a Costume Department Coordinator may be subsumed within another job classification in the costume department, the wardrobe department and/or the accounting department, and that individuals in such job classifications may be assisted by others who are not covered under this Agreement. When the work of a Costume Department Coordinator is performed in the manner described in the preceding sentence, the individuals performing such work shall not be covered under the terms of this Article 30, subject to

the restrictions of other collectively bargained agreements covering said departments, and current practice.

C. **Recognition**

The Employer recognizes the Union as the exclusive collective bargaining agent for all Costume Department Coordinators covered by this Agreement who are employed by the Employer to work on productions of the type, and within the geographical area, described in the first paragraph of this Article.

D. **Minimum Wage Rate**

The minimum wage rate for Costume Department Coordinators shall be subject to individual negotiation between the employee and the Employer. The Employer may engage a Costume Department Coordinator on an hourly basis or on a weekly "on-call" basis.

E. **Pension, Health and Annuity Fund Contributions**

(1) Theatrical Motion Pictures

(a) For Costume Department Coordinators employed on theatrical motion pictures on an hourly basis, the Employer shall make aggregate contributions to the United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund as follows:

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

(A) Pension Fund

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

(B) Welfare Fund

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

(C) Annuity Fund

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

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

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

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

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

(b) For Costume Department Coordinators employed on theatrical motion pictures on a weekly “on-call” basis, the Employer shall make aggregate contributions to the United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund as follows:

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

(A) Pension Fund

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

(B) Welfare Fund

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

(C) Annuity Fund

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

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

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

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

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

(2) Television Motion Pictures

(a) For Costume Department Coordinators employed on television motion pictures on an hourly basis, the Employer shall make aggregate contributions to the United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund as follows:

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

(A) Pension Fund

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

(B) Welfare Fund

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

(C) Annuity Fund

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

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

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

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

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

(b) For Costume Department Coordinators employed on television motion pictures on a weekly “on-call” basis, the Employer shall make aggregate contributions to the United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund as follows:

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

(A) Pension Fund

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

(B) Welfare Fund

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

(C) Annuity Fund

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

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

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

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

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

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

(3) Covered New Media Productions

(a) On covered New Media Productions budgeted at $25,000 or less per minute (using the same cost elements as described in the second paragraph of Paragraph B. of Exhibit 7 to this Agreement), Employer's only obligation hereunder with regard to fringe benefit contributions shall be to make, on behalf of each employee covered hereunder, that portion of the aggregate contribution specified in Paragraph 3.B. of Appendix A that is due to the IATSE National Health and Welfare Fund.

(b) On covered New Media Productions budgeted at more than $25,000 per minute (using the same cost elements as described in the second paragraph of Paragraph B. of Exhibit 7 to this Agreement), or when an employee is assigned by the Employer to a covered New Media Production based on an existing television motion picture covered by this Agreement that was produced for “traditional” media – *e.g.*, a free television, basic cable or pay television motion picture (“the source production”) as part of their regular workday on the source production, Employer shall be obligated to make, on behalf of each employee covered hereunder, pension, welfare and Annuity Fund contributions to the United Scenic Artists Local 829 Pension Plan, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund in accordance with Paragraph E.(2) above (to be allocated among the Funds as specified in Paragraph 3.B. of Appendix A).

F. **Staffing**

There shall be no requirement to engage a Costume Department Coordinator on a production covered by this Agreement. Staffing of Costume Department Coordinators shall be at the Employer's discretion.

G. **Arbitration**

In the event of any dispute between the Union and the Employer, the parties agree promptly and in good faith to attempt to settle such matter between them amicably. In the event that the dispute cannot be settled, it shall be submitted to arbitration on the request of either party. However, any dispute, other than a dispute regarding whether an individual should be covered under this Agreement, must be submitted to arbitration within thirty (30) days from the date of the alleged violation or the date that the Union discovered or should have discovered the alleged violation, whichever is later, but in no event later than sixty (60) days from the date of the alleged violation.

In the event of a dispute regarding whether an individual should be covered under this Agreement, the Union shall notify the Employer within thirty (30) days from the date of the alleged violation or the date that the Union discovered or should have discovered the alleged violation, whichever is later, but in no event later than sixty (60) days from the date of the alleged violation. Upon receipt of such notice, the Union and the Employer shall meet promptly and in good faith to attempt to settle such matter between them amicably. In the event that the dispute cannot be settled in this manner, the parties shall, within ten (10) business days after they have failed to settle the matter, meet in person or telephonically with a representative from the International Alliance of Theatrical Stage Employees and a representative from the Alliance of Motion Picture and Television Producers to attempt to settle such matter amicably before submitting the dispute to arbitration. Any unresolved dispute must be submitted to arbitration upon the request of either party within thirty (30) days following the conclusion of that process.

Arbitrable disputes shall consist only of issues involving the interpretation or application of particular clauses of this Agreement and alleged violations.[4] The arbitrator shall not have the right or authority to add to, subtract from, or alter any of the provisions of this Agreement.

[4] Any such disputes that give rise to an alleged violation of Sections 8(a)(1) and/or 8(a)(3) of the National Labor Relations Act, or in which the alleged facts would constitute such a violation, are also subject to arbitration under this Article 30.G.

Matters as to which the parties have provided in the Agreement for the exercise of opinion or judgment shall not be subject to arbitration.

Any arbitrable dispute which the parties are unable to settle may be submitted by either the Union or the Producer for arbitration in New York City pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association and the fees of the arbitrator shall be divided equally between the Union and the Producer. The decision of the arbitrator shall be final and binding.

H. **Better Conditions**

Nothing in this Agreement shall prevent any individual from negotiating and obtaining from the Employer better conditions and terms of employment than those herein provided. Provided also, that the Employer, at its discretion, with or without Union consultation, may give any individual better conditions and terms than those herein provided.

I. **Savings Clause**

Should any provision of this Article 30 or the application of such provision to any person or circumstance be held in conflict with a provision of law, the remainder of this Article 30, 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.

J. **Incorporation of Provisions from 2024 Local USA 829 Agreement**

In addition to the other provisions of this Article 30 above, only the following provisions of the 2024 Local USA 829 Agreement are applicable to Costume Department Coordinators:

(1) Article 2., "Union Security;"

(2) Article 3., "Check-Off;"

(3) Article 5.A.(2)(b) (applies to Costume Department Coordinators engaged on an hourly basis) and 5.B.(2)(b) (applies to Costume Department Coordinators engaged on a weekly "on-call" basis), "Four (4) Hour Minimum Call for Training;"

(4) Article 5.A.(3) and (5), "Premium Pay," apply to Costume Department Coordinators engaged on an hourly basis, except

that references to “the employee’s regular basic hourly rate” are replaced with “the employee’s negotiated hourly rate.”

Article 5.B.(3), “Premium Pay” applies to Costume Department Coordinators engaged on a weekly “on-call” basis, except that references to “the weekly rate” are replaced with “the employee’s negotiated weekly rate.”

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

(6) Article 8, “Holidays;”

(7) Article 9A., “United Scenic Artists Local USA 829 401(k) Plan (No Matching Contributions);”

(8) Article 9.D.(1) through (5), “Administration of United Scenic Artists, Local 829 Pension Fund, IATSE National Health and Welfare Fund and IATSE Annuity Fund;”

(9) Article 15., “Health, Safety, Sanitary Conditions, Insurance and Lockers;”

(10) Article 16., “Employee List;”

(11) Article 17.A., “No Strike–No Lockout;”

(12) Article 17.C., “Non-Discrimination;”

(13) Article 17.D., “Payment of Wages;”

(14) Article 18., “Business Representatives;”

(15) Article 19., “Term;”

(16) Article 20., “Changes and Modifications;”

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

(18) Article 26., “Sick Leave;”

(19) Article 27., “Family Companies;”

(20) Article 28., “Diversity, Equity and Inclusion;”

(21) Article 29., “Harassment Prevention Policy;” and

(22) Article 31., “Artificial Intelligence;”

(23) Article 32., “Bereavement Leave;” and

(24) Paragraph B. of Exhibit 7 (“Definition of ‘Experimental New Media’”), except that the second sentence of Paragraph B. shall not apply.

ARTICLE 31. ARTIFICIAL INTELLIGENCE

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

(a) Definitions

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

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

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

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

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

(b) **Existing Technologies and Practices**

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

(c) **New Technologies and Practices**

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

(2) Use of New Technologies

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

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

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

under this Agreement. Upon request, the Producer shall also provide Local USA 829 with any such written policies.

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

(iv) The Producer shall indemnify the employee from liability and necessary costs, including by providing the employee a legal defense resulting from any claims arising from the use of AI Systems or the resulting output occurring in the performance of the employee's duties and within the scope of the employee's employment with Producer, subject to the conditions that:

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

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

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

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

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

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

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

(e) **Ongoing Obligations**

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

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

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

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

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

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

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

(f) Claims for violation of this Article are arbitrable and must be brought under this Agreement. All remedies are available with the exception of injunctive relief. For clarity, the arbitrator shall have no authority to prohibit or restrict the use of any AI System or the resulting outputs.

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

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

ARTICLE 32. <u>BEREAVEMENT LEAVE</u>

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

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

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

FOR THE UNITED SCENIC ARTISTS, LOCAL USA 829, I.A.T.S.E. & M.P.T.A.A.C.

Date: 09/24/2025

Carl Mulert
National Business Agent

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

Date: 9/29/25

Gregory J. Hessinger
President

EXHIBIT "A"
Companies Represented by the AMPTP
in the 2024 Local USA 829 Negotiations

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

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

Big Indie Pictures, Inc
Bonanza Productions Inc.

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

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

Eye Productions Inc.

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

GWave Productions, LLC

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

Inclined Productions, Inc.

Jay Squared Productions LLC

Kapital Productions LLC
Kenwood TV Productions, Inc.

Legendary Features Productions US, LLC
Legendary Pictures Productions, LLC

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

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

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

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

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

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

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

Twentieth Century Fox Film Corporation d/b/a 20th Television

Universal City Studios LLC
Universal Content Productions LLC

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

YNFS Productions LLC

EXHIBIT 1

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

As of October 1, 2012
Revised as of October 1, 2015
Revised as of October 1, 2018
Renewed as of October 1, 2021
Renewed as of October 1, 2024

United Scenic Artists, Local USA 829
37 West 26th Street, 9th Floor
New York, New York 10010

Attention: Carl Mulert, National Business Agent

Dear Mr. Mulert:

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

In the event the Producer engages an Art Director for a non-New York based production shooting within the geographical jurisdiction of the Motion Picture Production Agreement who is a member of another labor organization with which the Producer now has a collective bargaining agreement, the Producer shall have the option of applying to the employment of said Art Director either the

Motion Picture Production Agreement or the collective bargaining agreement with such other labor organization.

In the event that Producer chooses to apply the collective bargaining agreement with such other labor organization, then the Local USA 829 collective bargaining agreement shall not be applicable to said Art Director and said Art Director's work.

All items and conditions of employment of said Art Director shall be covered by the collective bargaining agreement with such other labor organization and all disputes relating to terms and conditions of employment shall be adjudicated pursuant to the adjudication machinery contained therein. No disputes adjudicated under that collective bargaining agreement shall have precedential effect on the terms and conditions of the Agreement.

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

Very truly yours,

Gregory J. Hessinger

ACCEPTED AND AGREED:
UNITED SCENIC ARTISTS, LOCAL USA 829

By: _____
Carl Mulert, National Business Agent

EXHIBIT 2

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In connection with the interpretation and application of Article 6, paragraph (D), the understanding of the parties is that all scenic artist work shall be subject to the Motion Picture Production Agreement and performed by employees covered by the Motion Picture Production Agreement.

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

Very truly yours,

Gregory J. Hessinger

ACCEPTED AND AGREED:
UNITED SCENIC ARTISTS, LOCAL USA 829

By: _____
Carl Mulert, National Business Agent

EXHIBIT 3

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United Scenic Artists, Local USA 829
37 West 26th Street, 9th Floor
New York, New York 10010

Attention: Carl Mulert, National Business Agent

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This letter shall supplement the United Scenic Artists, Local USA 829 I.A.T.S.E. and M.P.T.A.A.C. of the United States and Canada Motion Picture Production Agreement (the "Motion Picture Production Agreement") by and between United Scenic Artists, Local USA 829, on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Producers which it represented in negotiations for a successor agreement to the 2021 Motion Picture Production Agreement listed in Exhibit "A" (hereinafter referred to as "the Producer" or "the Producers"), on the other hand.

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

When an employee uses a personal vehicle at the Producer's request to conduct business for the Producer during the workday (and not for commuting purposes), the Producer shall reimburse the employee for parking and toll road fees that are

necessarily incurred and pre-approved by the Producer and for mileage at the then-current IRS rate or shall make other arrangements with the employee for payment as allowed under applicable law (*e.g.*, car allowance). It is understood that if transportation is offered by the Producer, no reimbursement of any kind is required for the employee's use of a personal vehicle.

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

Very truly yours,

Gregory J. Hessinger

ACCEPTED AND AGREED:
UNITED SCENIC ARTISTS, LOCAL USA 829

By: _____
Carl Mulert, National Business Agent

EXHIBIT 4

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United Scenic Artists, Local USA 829
37 West 26th Street, 9th Floor
New York, New York 10010

Attention: Carl Mulert, National Business Agent

Dear Mr. Mulert:

This letter shall supplement the United Scenic Artists, Local USA 829 I.A.T.S.E. and M.P.T.A.A.C. of the United States and Canada Motion Picture Production Agreement (the "Motion Picture Production Agreement") by and between United Scenic Artists, Local USA 829, on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Producers which it represented in negotiations for a successor agreement to the 2021 Motion Picture Production Agreement listed in Exhibit "A" (hereinafter referred to as "the Producer" or "the Producers"), on the other hand.

"On set personnel" are defined as those Local USA 829 employees who are required to perform their duties in conjunction with the on production shooting crew(s). This would exclude, for example, the Art Director and Costume Designer who normally perform their functions physically away from the active shooting

set. Further, work performed prior to the start of principal photography, *e.g.*, construction, or after the end of principal photography, is not considered "on set" or "on production" work.

It is the understanding of the parties that "on set personnel" are any Local USA 829 employees required to be on the set due to production necessities. In most cases this will be the Camera Scenic Artist (a/k/a Standby Painter).

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

Very truly yours,

Gregory J. Hessinger

ACCEPTED AND AGREED:
UNITED SCENIC ARTISTS, LOCAL USA 829

By: _____
Carl Mulert, National Business Agent

EXHIBIT 5

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Revised as of October 1, 2018
Renewed as of October 1, 2021
Renewed as of October 1, 2024

United Scenic Artists, Local USA 829
37 West 26th Street, 9th Floor
New York, New York 10010

Attention: Carl Mulert, National Business Agent

Re: Waiver of the Minimum Crew Requirements

Dear Mr. Mulert:

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

The union agrees that it will give good faith consideration to and not unreasonably deny requests for waivers of the "Minimum Crew Requirements" provision in the Motion Picture Production Agreement. Should a dispute arise with respect to this understanding, the matter shall not be subject to the grievance and

arbitration procedures set forth in Article 17.B.; instead, any such dispute shall be submitted for final resolution to the President of the IATSE and to the President of the AMPTP, Gregory Hessinger.

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

Very truly yours,

Gregory J. Hessinger

ACCEPTED AND AGREED:
UNITED SCENIC ARTISTS, LOCAL USA 829

By: _____
Carl Mulert, National Business Agent

EXHIBIT 6

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Gregory J. Hessinger
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Direct: 818.935.5901

As of October 1, 2012
Revised as of October 1, 2015
Revised as of October 1, 2018
Revised as of October 1, 2021
Revised as of October 1, 2024

United Scenic Artists, Local USA 829
37 West 26th Street, 9th Floor
New York, New York 10010

Attention: Carl Mulert, National Business Agent

Re: <u>Special Conditions for New Digital One-Half Hour Single Camera Dramatic Television Series, the Production of Which Commences On or After October 1, 2006</u>

Dear Mr. Mulert:

This letter shall supplement the United Scenic Artists, Local USA 829 I.A.T.S.E. and M.P.T.A.A.C. of the United States and Canada Motion Picture Production Agreement (the "Motion Picture Production Agreement") by and between United Scenic Artists, Local USA 829, on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Producers which it represented in negotiations for a successor agreement to the 2021 Motion Picture Production Agreement listed in Exhibit "A" (hereinafter referred to as "the Producer" or "the Producers"), on the other hand.

This will memorialize the agreement reached in the 2006 negotiations and confirmed in the 2009, 2012, 2015, 2018, 2021, 2022 and 2024 negotiations to apply

the following special conditions to digital one-half hour single camera dramatic television series, the production of which commences on or after October 1, 2006, which are committed to be produced within the jurisdiction of Local USA 829:

a. Wages – The wage rates for the first two (2) production seasons of any series shall be as set forth below; thereafter, the wage rates in the Agreement shall apply.

(i) Minimum wage rates for employees working on the first and second seasons of a one-half hour single camera series for which the first episode of the season commences principal photography on or after October 1, 2024 shall be:

CATEGORY	**9/29/24-9/27/25**	**9/28/25-10/3/26**	**10/4/26-9/30/27**
Art Director (5 day week)	$5,408.04	$5,624.36	$5,821.21
Assistant Art Director (Daily (8 hours))	762.91	793.43	821.20
Costume Designer (5 day week)	4,697.72	4,885.63	5,056.63
Assistant Costume Designer (Daily (8 hours))	528.08	549.20	568.43
Charge Scenic Artist (Daily (8 hours))	722.20	751.09	777.38
Journey Scenic Artist (Daily (8 hours))	588.96	612.53	633.96
Shopperson/Industrial (Daily (8 hours))	351.49	365.54	378.34

(ii) Minimum wage rates for employees working on the first and second seasons of a one-half hour single camera series for which the first episode of the season commences principal photography prior to October 1, 2024 shall be:[1]

CATEGORY	**9/29/24-9/27/25**	**9/28/25-10/3/26**	**10/4/26-9/30/27**
Art Director (5 day week)	$5,210.56	$5,575.30	$5,798.31
Assistant Art Director (Daily (8 hours))	735.06	786.51	817.97
Costume Designer (5 day week)	4,526.18	4,843.01	5,036.73
Assistant Costume Designer (Daily (8 hours))	508.79	544.41	566.19
Charge Scenic Artist (Daily (8 hours))	695.83	744.54	774.32
Journey Scenic Artist (Daily (8 hours))	567.46	607.18	631.47
Shopperson/Industrial (Daily (8 hours))	338.65	362.36	376.85

b. Holidays Worked - Each employee working on a holiday shall be paid a minimum of eight (8) hours at double time for such holiday.

c. Overtime - Daily overtime for hours worked shall be paid at the rate of time-and-one-half for each hour worked after eight (8) work hours; double time shall be paid for each hour worked after twelve (12) work hours; and effective for new seasons of series commencing principal photography on or after October 1, 2024, triple time shall be paid for each hour after fifteen (15) elapsed hours.

[1] The rates in subparagraph a.(ii) of this Exhibit 6 lag the rates in Article 4.A. for theatrical motion pictures by one year.

d. Interchange - Producer may interchange Scenic Artists with other employees in the stagecraft department in the same manner as provided in the IATSE Videotape Electronic Supplemental Basic Agreement.

For purposes of administering this sideletter, production "commences" on the first day an employee covered by the Local USA 829 Agreement is employed on the production.

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

Very truly yours,

Gregory J. Hessinger

ACCEPTED AND AGREED:
UNITED SCENIC ARTISTS, LOCAL USA 829

By: _____
Carl Mulert, National Business Agent

EXHIBIT 7

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As of October 1, 2012
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Revised as of October 1, 2018
Revised as of October 1, 2021
Revised as of October 1, 2024

United Scenic Artists, Local USA 829
37 West 26th Street, 9th Floor
New York, New York 10010

Attention: Carl Mulert, National Business Agent

Re: Productions Made for New Media

This Exhibit confirms the understanding of United Scenic Artists, Local USA 829 (hereinafter "Local USA 829"), on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of the Employers which it represented in negotiations for a successor agreement to the 2022 United Scenic Artists, Local USA 829 Motion Picture Production Agreement with Major Producers (hereinafter "the Local USA 829 Agreement") 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 Local USA 829 Agreement that are made for the Internet, mobile devices, or any other new media platform in existence as of October 1, 2009 (hereinafter collectively referred to as "New Media").[2]

[2] This Exhibit 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.

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

The parties mutually recognize that the economics of New Media production are presently uncertain and that greater flexibility in terms and conditions of employment is therefore mutually beneficial. If one or more business models develop such that New Media production becomes an economically viable medium, then the parties mutually recognize that future agreements should reflect that fact.

A. Recognition

The Employer recognizes Local USA 829 as the exclusive bargaining representative of employees employed within the classifications covered by the Local USA 829 Agreement on entertainment motion pictures of the type traditionally covered under the Local USA 829 Agreement 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 USA 829 Agreement.

B. Coverage

Coverage shall be at the Employer's option with respect to "Experimental New Media Productions." Should the Employer elect

[3] The exclusion of news, sports and documentary productions made for new media tracks language in the Sideletter re Productions Made for New Media in the 2024 Producer – IATSE Basic Agreement 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 USA 829 Agreement. The parties agree that no inference should be drawn from this language as to whether the Local USA 829 Agreement has traditionally covered these types of productions.

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 geographic scope of the Producer – IATSE Basic Agreement (hereinafter "the Basic Agreement") or the Producer – IATSE 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 the corresponding Sideletter in either the Basic Agreement or the Videotape Agreement.[4] With respect to any employee working in the respective classification(s) and geographic scope of any other industry-wide Agreement described in the first

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

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 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).

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

If the Employer began production of an "Experimental New Media Production" which the Employer elected not to cover under the terms of this Exhibit, but subsequently employs four (4) or more employees on the production who meet the description in the second and/or third sentences of the second paragraph of this Paragraph B., and are not excluded pursuant to the fourth sentence of said paragraph (including at least one employee covered under this Exhibit), 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 USA 829 that it intends to cover an "Experimental New Media Production" by the start of principal photography.

C. Terms and Conditions of Employment on Derivative New Media Productions (Other Than a "High Budget" New Media Production Made for Initial Exhibition on a Subscription Video-on-Demand Consumer Pay Platform, an Advertiser-Supported Video-on-Demand Platform or a Free Advertiser-Supported Streaming Television ("FAST") Channel (a "High Budget SVOD Program," "High Budget AVOD Program" or a "High Budget FAST Channel Program"))

A "Derivative New Media Production" is a production for New Media (other than a "High Budget SVOD Program," a "High Budget AVOD Program" or a "High Budget FAST Channel Program," as defined in Paragraph F. below) based on an existing television motion picture covered by the Local USA 829 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 USA 829 Agreement. It is understood and agreed that a production for New Media that is based on an existing videotape program covered by

the Local USA 829 Agreement shall not be considered a "Derivative New Media Production."

Employees may be employed by a Producer 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 Producer, except for those provisions identified in Paragraph E. below.

D. Terms and Conditions of Employment on Original New Media Productions (Other Than a "High Budget SVOD Program," "High Budget AVOD Program" or a "High Budget FAST Channel Program")

Terms and conditions of employment on Original New Media Productions (other than a "High Budget SVOD Program," "High Budget AVOD Program" or a "High Budget FAST Channel Program") are freely negotiable between the Employee and the Employer, except for those provisions identified in Paragraph E. below.

E. Other Provisions (Other Than a "High Budget SVOD Program," "High Budget AVOD Program" or a "High Budget FAST Channel Program")

(1) Union Security

The provisions of Article 2, "Recognition and Union Security," of the Local USA 829 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 Exhibit, or for a combined total of thirty (30) workdays on New Media Productions covered under this Exhibit and on motion pictures of the type traditionally covered under the Local USA 829 Agreement.

(2) Pension, Welfare and Annuity 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 to make, on behalf of each Employee covered hereunder, that portion of the aggregate contribution in Article 9.B. and Article 23 of the Local USA 829 Agreement that is due to the IATSE National Health and Welfare Fund, as specified in Appendix A.

(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, on behalf of each Employee covered hereunder, pension, welfare and Annuity Fund contributions to the United Scenic Artists Local 829 Pension Plan, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund in accordance with Article 9.B. and Article 23 of the Local USA 829 Agreement.

(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 Exhibit shall be resolved in accordance with the grievance and arbitration procedure set forth in Article 17.B. of the Local USA 829 Agreement.

(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.

(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) No Other Terms Applicable

Except as expressly provided in this Exhibit, 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, an Advertiser-Supported Video-on-Demand Platform or a Free Advertiser-Supported Streaming Television ("FAST") Channel (a "High Budget SVOD Program," "High Budget AVOD Program" or a "High Budget FAST Channel Program"))

(1) Prospective Application

(a) The terms and conditions set forth in this Paragraph F. for "High Budget SVOD Programs" shall be applicable prospectively only. They shall not apply to:

(i) any program or series that would otherwise qualify as a "High Budget SVOD Program" within the meaning of this Exhibit, 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

(ii) any program or series that would otherwise qualify as a "High Budget SVOD Program" within the meaning of this Exhibit 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 Producer 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 (i) or (ii) above shall continue to be subject to the terms of Exhibit 7 Re: Productions Made for New Media under the 2012 Local USA 829 Agreement. However, with respect to any such program or series described in subparagraphs (i) or (ii) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after November 1, 2015 and the Producer 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 Exhibit.

Notwithstanding the foregoing, the Producer shall not reduce the terms and conditions of employment previously provided to Local USA 829 – represented employees on "High Budget SVOD Programs" or "High Budget SVOD" Series covered by subparagraphs (i) or (ii) above.

(b) The terms and conditions set forth in this Paragraph F. for "High Budget AVOD Programs" and "High Budget FAST Channel Programs" shall be applicable prospectively only. They shall not apply to any program or series that would otherwise qualify as a "High Budget AVOD Program" or "High Budget FAST Channel Program" within the meaning of this Exhibit, for which the principal photography of a one-time program, or the principal photography of the first episode of the season of a series or the first part of a mini-series, commences prior to October 1, 2024. Any such program or series described in the immediately preceding sentence shall continue to be subject to Paragraphs C. or D. and Paragraph E. above.

(2) Definition of "High Budget SVOD Programs, "High Budget AVOD Programs" and "High Budget FAST Channel Programs"

The terms and conditions set forth in Paragraph F. of this Exhibit 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, an advertiser-supported video-on-demand platform or a free advertiser-supported streaming television ("FAST") channel, which meet the following "high budget" criteria (hereinafter "High Budget SVOD Program, "High Budget AVOD Program" or "High Budget FAST Channel Program" as applicable or "High Budget SVOD, AVOD or FAST Channel Program" collectively):

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[6]

(a) Terms and Conditions for New High Budget SVOD, AVOD and FAST Channel Programs and New Seasons of High Budget SVOD, AVOD or FAST Channel Series

The following terms and conditions apply to employees employed on: (a) a new one-time High Budget SVOD, AVOD or FAST Channel Program which commences principal photography on or after October 1, 2024; and (b) new seasons of a High Budget SVOD, AVOD or FAST Channel series, the first episode of the season commences principal photography on or after October 1, 2024. Those terms and conditions shall be as set forth in the 2024 Local USA 829 Agreement for a television motion picture (other than a television motion picture covered by Exhibit 6), subject to the following:

(i) New High Budget SVOD, AVOD or FAST Channel Pilots

The rates for pilots set forth in Article 4.D. of the Local USA 829 Agreement shall apply to High Budget SVOD, AVOD or FAST Channel pilots.

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

(ii) New Seasons of High Budget SVOD, AVOD or FAST Channel Series

(A) The rates for one-hour series set forth in Article 4.C.(1) of the Local USA 829 Agreement shall apply to any High Budget SVOD series consisting of episodes 36 minutes or more in length.

(B) The rates for one-half hour television series set forth in Article 4.A. of the Local USA 829 Agreement shall apply to any multi-camera High Budget SVOD series consisting of episodes between 20 and 35 minutes in length.

(C) The terms and conditions of Exhibit 6 of the Local USA 829 Agreement, including the rates, shall apply to any single camera High Budget SVOD series consisting of episodes between 20 and 35 minutes in length.

(See charts in Appendix B for a summary of rates applicable to High Budget SVOD, AVOD and FAST Channel Series under this Paragraph F(a).)

(iii) New One-Time High Budget SVOD, AVOD and FAST Channel Programs

Except as provided otherwise in subparagraphs (A) and (B) below, the rates for long-form television motion pictures set forth in Article 4.D. of the Local USA 829 Agreement shall apply to one-time High Budget SVOD, AVOD and FAST Channel Programs.

(A) The rates in Article 4.C.(1) of the Local USA 829 Agreement shall apply to a one-time High Budget SVOD, AVOD or FAST Channel Program that is either:

85-95 minutes in length and budgeted at $22,042,000 or more; or

96 minutes or more in length and budgeted at $22,042,000 or more but less than $37,212,698.

(B) The wage and fringe rates and the working conditions applicable to theatrical motion pictures, as set forth in the Local USA 829 Agreement, shall apply to a live action High Budget SVOD Program (other than a pilot, episode of a series or part of a mini-series) that is:

96 minutes or more in length;

budgeted at over $37,212,698.[7]

[7] 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 USA 829 may request that the IATSE conduct such review and make a determination whether the budget is over the budget threshold provided in Paragraph F.(4)(a). In the event that the IATSE refuses to do so, Local USA 829 reserves its right to conduct such review. All information received or reviewed by representatives of the IATSE or retained professionals shall be confidential and neither Local USA 829 nor its representatives or retained

(See charts in Appendix B for a summary of rates applicable to new one-time High Budget SVOD, AVOD and FAST Channel Programs under this Paragraph F(a).)

(b) High Budget SVOD Programs and Seasons of High Budget SVOD Series as of October 1, 2024

The following terms and conditions apply to employees employed on: (a) a one-time High Budget SVOD Program which commenced principal photography prior to October 1, 2024 (hereafter referred to as "Existing High Budget SVOD Programs" for convenience); and (b) seasons of a High Budget SVOD series, the first episode of the season commenced principal photography prior to October 1, 2024 (hereafter referred to as "Existing High Budget SVOD Series" for convenience).

(i) The terms and conditions for employees employed on an Existing High Budget SVOD Program in Tier 1, as defined in subparagraph (3) above, that is 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 shall be as set forth in the 2024 Local USA 829 Agreement for a television motion picture (other than a television motion picture covered by Exhibit 6), subject to the following:

professionals shall disclose any such information except as necessary to enforce their rights under this Agreement.

(A) Existing High Budget SVOD Pilots in Tier 1

The rates for pilots set forth in Article 4.D. of the Local USA 829 Agreement shall apply to an Existing High Budget SVOD Pilot.

(B) Existing High Budget SVOD Seasons of Series in Tier 1

1) The rates for one-hour series set forth in Article 4.C.(2) of the Local USA 829 Agreement shall apply to any Existing High Budget SVOD Series consisting of episodes 36 minutes or more in length.

2) The rates for one-half hour series set forth in Article 4.A. of the Local USA 829 Agreement shall apply to any multi-camera Existing High Budget SVOD Series consisting of episodes between 20 and 35 minutes in length.

3) The terms and conditions of Exhibit 6 of the Local USA 829 Agreement, including the rates, shall apply to any single camera Existing High Budget SVOD Series consisting of episodes between 20 and 35 minutes in length.

(See charts in Appendix B of the 2021 Local USA 829 Agreement for a summary of the wage rate provision applicable to an Existing High Budget SVOD Series.)

(C) Existing High Budget SVOD Programs in Tier 1

Except as provided otherwise in subparagraphs 1) and 2) below, the rates for long-form television motion pictures set forth in Article 4.D. of the Local USA 829 Agreement shall apply to one-time Existing High Budget SVOD Programs.

1) The rates in Article 4.C.(2) of the Local USA 829 Agreement shall apply to a one-time Existing High Budget SVOD Program that is:

subject to a license agreement entered into on or after October 2, 2022 (or, in the absence of a license agreement, the principal photography of which commences on or after October 2, 2022);

85 minutes or more in length; and

budgeted at $22,042,000 or more (to be increased by the general wage increases in each year of the Agreement starting on September 28, 2025).[8]

[8] The budget threshold increases to $22,923,680 effective September 28, 2025 and to $23,726,009 effective October 4, 2026.

2) The wage and fringe rates and the working conditions applicable to theatrical motion pictures, as set forth in the Local USA 829 Agreement, shall apply to a live action Existing High Budget SVOD Program (other than a pilot, episode of a series or part of a mini-series) 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);

96 minutes or more in length;

budgeted at over $37,212,698 (to be increased by the wage increases in each year of the Agreement starting on September 28, 2025)[9, 10]; and

[9] The budget threshold increases to $38,701,206 effective September 28, 2025 and to $40,055,748 effective October 4, 2026.

[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 USA 829 may request that the IATSE conduct such review and make a determination whether the budget is over the budget threshold provided in Paragraph F.(4)(a). In the event that the IATSE refuses to do so, Local USA 829 reserves its right to conduct such review. All information received or reviewed by representatives of the IATSE or retained

intended primarily for use on a subscription consumer pay video-on-demand new media service with 20,000,000 or more domestic subscribers.

(See charts in Appendix B of the 2021 Local USA 829 Agreement for a summary of the wage rate provision applicable to one-time Existing High Budget SVOD Programs.)

(ii) The terms and conditions for employees employed on Existing High Budget SVOD Programs in Tier 2, as defined in subparagraph (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 for Existing 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 set forth in the 2024 Local USA 829 Agreement for a television motion picture (other than a television motion picture covered by Exhibit 6), subject to the following modifications:

professionals shall be confidential and neither Local USA 829 nor its representatives or retained professionals shall disclose any such information except as necessary to enforce their rights under this Agreement.

(A) Existing High Budget SVOD Pilots (Other Than in Tier 1)

The rates for pilots set forth in Article 4.D. of the Local USA 829 Agreement shall apply to Existing High Budget SVOD pilots.

(B) Existing High Budget SVOD Series (Other Than in Tier 1)

1) First season: The rates set forth in Article 4.D. of the Local USA 829 Agreement shall apply to the first season.

2) Second season:

(I) Except as provided in subparagraphs (II) and (III) below, the rates for series set forth in Article 4.C.(2) of the Local USA 829 Agreement for the previous period shall apply.

(II) The rates for series set forth in Article 4.C.(2) of the Local USA 829 Agreement shall apply to the second season of an Existing High Budget SVOD series that is:

subject to a license agreement entered into on or after October 2, 2022 (or, in the absence of a

license agreement, the principal photography of which commences on or after October 2, 2022);

36 to 65 minutes in length per episode;

budgeted at $8,16,800 or more per episode (to be increased by the general wage increases in each year of the Agreement starting on September 28, 2025)[11]; and

intended primarily for use on a subscription consumer pay video-on-demand new media service with fewer than 20,000,000 domestic subscribers.

3) Third and subsequent seasons: The rates for series set forth in Article 4.C.(2) of the Local USA 829 Agreement shall apply.

4) The working conditions set forth in Exhibit 6 of the Local USA 829 Agreement shall apply to single camera Existing High Budget SVOD series consisting of episodes between 20 and 35 minutes in length.

[11] The budget threshold increases to $9,169,472 effective September 28, 2025 and to $9,490,404 effective October 4, 2026.

(See charts in Appendix B of the 2021 Local USA 829 Agreement for a summary of the wage rate provision applicable to Existing High Budget SVOD Series.)

(C) One-Time Existing High Budget SVOD Programs (Other Than in Tier 1)

Except as provided otherwise below, the rates for long-form television motion pictures set forth in Article 4.D. of the Local USA 829 Agreement shall apply to one-time Existing High Budget SVOD Programs.

The rates in Article 4.C.(2) of the Local USA 829 Agreement shall apply to a one-time High Budget SVOD Program that is:

subject to a license agreement entered into on or after October 2, 2022 (or, in the absence of a license agreement, the principal photography of which commences on or after October 2, 2022);

85 minutes or more in length; and

budgeted at $22,042,000 or more (to be increased by the general wage increases in each year of the Agreement starting on September 28, 2025).[12]

[12] The budget threshold increases to $22,923,680 effective September 28, 2025 and to $23,726,009 effective October 4, 2026.

(See charts in Appendix B of the 2021 Local USA Agreement for a summary of the wage rate provision applicable to one-time Existing High Budget SVOD Programs.)

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

(c) The second paragraph of Paragraph C. of this Exhibit shall apply to a Derivative New Media Production that falls within the definition of a High Budget SVOD, AVOD or FAST Channel Program as provided in this Paragraph F.

G. The International Alliance of Theatrical Stage Employees ("IATSE") has been granted the right under the Producer-IATSE Basic Agreement of 2024 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 the High Budget SVOD Program is an "Existing High Budget SVOD Program" or an "Existing High Budget SVOD Series," whether the production meets the budget break in Tier 1 or Tier 2 as set forth in Paragraph F.(3) above. Local USA 829 may request that the IATSE conduct such review and make such determination. In the event that the IATSE refuses to do so, Local USA 829 reserves its right to conduct such review. All information received or reviewed by representatives of the IATSE or Local USA 829 shall be kept confidential, and neither the IATSE, Local USA 829 nor their representatives shall disclose any such information, except as necessary to enforce its rights under this Agreement.

H. "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 Exhibit shall expire on the termination date of the Local USA 829 Agreement and will be of no force and effect thereafter. No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for reuse of productions made for New Media.

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

Very truly yours,

Gregory J. Hessinger

ACCEPTED AND AGREED:
UNITED SCENIC ARTISTS, LOCAL USA 829

By: _____
Carl Mulert, National Business Agent

EXHIBIT 8

GUIDELINES REGARDING EXTENDED WORK DAYS:

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

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

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

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

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

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

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

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

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

EXHIBIT 9

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

As of October 1, 2015
Re-signed as of October 1, 2024

United Scenic Artists, Local USA 829
37 West 26th Street, 9th Floor
New York, New York 10010

Attention: Carl Mulert, National Business Agent

Re: Work Performed Outside the United States and its Territories

Dear Mr. Mulert:

This Exhibit confirms the understanding reached during the 2015 negotiations that should an Employer elect to employ a person within the geographical jurisdiction of Local USA 829 to perform work outside the limits of the United States and its territories in any of the job classifications covered hereunder in the production of motion pictures, the provisions of this Agreement do not apply to such employment, except that the Employer shall make benefit plan contributions to the Plan(s) at the applicable rate set forth in the Agreement, provided that the applicable Trust Agreements permit such contributions. The bargaining parties agree to make a recommendation to the Directors of the respective benefit plans to amend the applicable Trust Agreements, if required, to allow such contributions.

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

Very truly yours,

Gregory J. Hessinger

ACCEPTED AND AGREED:
UNITED SCENIC ARTISTS, LOCAL USA 829

By: _____
Carl Mulert, National Business Agent

EXHIBIT 10

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

As of October 1, 2021
Re-signed as of October 1, 2024

United Scenic Artists, Local USA 829
37 West 26th Street, 9th Floor
New York, New York 10010

Attention: Carl Mulert, National Business Agent

Re: Work Days for Weekly "On-Call" Employees

Dear Mr. Mulert:

During the 2021 negotiations, the Union raised issues concerning long work days for weekly "on-call" employees. The parties agree that during the term of the Agreement, the Union should bring any issues concerning long work days for weekly "on-call" employees to the attention of the Producer's Labor Relations Executives.

In addition, during the term of the Agreement, the Union may request a meeting with the AMPTP to address any ongoing industry-wide issues with long work days for weekly "on-call" employees after the Union has brought these issues to the attention of the individual Producers. The meeting will be scheduled at a mutually-agreed upon date and time. The parties will endeavor to schedule the meeting within 60 days of the initial request for a meeting. At the time of its request

for a meeting, the Union will provide the AMPTP with information in writing describing the nature of the issues.

Very truly yours,

Gregory J. Hessinger

ACCEPTED AND AGREED:
UNITED SCENIC ARTISTS, LOCAL USA 829

By: _____
Carl Mulert, National Business Agent

EXHIBIT 11

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

As of October 1, 2024

United Scenic Artists, Local USA 829
37 West 26th Street, 9th Floor
New York, New York 10010

Attention: Carl Mulert, National Business Agent

Re: Article 31 of the Agreement

Dear Mr. Mulert:

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

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

Very truly yours,

Gregory J. Hessinger

ACCEPTED AND AGREED:
UNITED SCENIC ARTISTS, LOCAL USA 829

By: _____
Carl Mulert, National Business Agent

APPENDIX A

2024-2027 TRUST FUND CONTRIBUTION RATES

1. EMPLOYEES OTHER THAN ART DEPARTMENT COORDINATORS AND COSTUME DEPARTMENT COORDINATORS

A. Theatrical Motion Pictures (Article 9.A.)

(1) Weekly "On-Call" Employees

Theatrical Motion Pictures – Weekly "On-Call" Employees	**9/29/24-9/27/25**	**9/28/25-10/3/26**	**10/4/26-9/30/27**
IATSE Annuity Fund % of Scale	5.5%	5.5%	5.5%
IATSE Annuity Fund Allocation Per Day	$ 11.50	$ 13.50	TBD
IATSE National Health and Welfare Fund Allocation Per Day	96.50	106.50	TBD
Pension Plan Allocation Per Day	67.00	70.00	TBD
TOTAL PER DAY	175.00 + 5.5% of scale	190.00 + 5.5% of scale	205.00 + 5.5% of scale

(2) Employees on Hourly Wages

Theatrical Motion Pictures – Employees on Hourly Wages	**9/29/24-9/27/25**	**9/28/25-10/3/26**	**10/4/26-9/30/27**
IATSE Annuity Fund % of Scale	5.5%	5.5%	5.5%
IATSE Annuity Fund Allocation Per Day	N/A	N/A	N/A
IATSE National Health and Welfare Fund Allocation Per Day	$ 96.50	$106.50	TBD
Pension Plan Allocation Per Day	65.00	70.00	TBD
TOTAL PER DAY	161.50 + 5.5% of scale	176.50 + 5.5% of scale	191.50 + 5.5% of scale

B. Television Motion Pictures (Article 9.B.)

(1) Weekly "On-Call" Employees

Television Motion Pictures – Weekly "On-Call" Employees	**9/29/24-9/27/25**	**9/28/25-10/3/26**	**10/4/26-9/30/27**
IATSE Annuity Fund Allocation Per Day	$ 23.50	$ 28.50	TBD
IATSE National Health and Welfare Fund Allocation Per Day	96.50	101.50	TBD
Pension Plan Allocation Per Day	55.00	60.00	TBD
TOTAL PER DAY	175.00	190.00	205.00

(2) Employees on Hourly Wages

Television Motion Pictures – Employees on Hourly Wages	**9/29/24-9/27/25**	**9/28/25-10/3/26**	**10/4/26-9/30/27**
IATSE Annuity Fund Allocation Per Day	$ 10.00	$ 15.00	TBD
IATSE National Health and Welfare Fund Allocation Per Day	96.50	101.50	TBD
Pension Plan Allocation Per Day	55.00	60.00	TBD
TOTAL PER DAY	161.50	176.50	191.50

2. ART DEPARTMENT COORDINATORS

A. Theatrical Motion Pictures (Article 23.A.)

Theatrical Motion Pictures – Art Department Coordinators	**9/29/24-9/27/25**	**9/28/25-10/3/26**	**10/4/26-9/30/27**
IATSE Annuity Fund Allocation Per Day	$ 15.00	$ 18.50	TBD
IATSE National Health and Welfare Fund Allocation Per Day	96.50	101.50	TBD
Pension Plan Allocation Per Day	67.00	70.00	TBD
TOTAL PER DAY	178.50	190.00	205.00

B. Television Motion Pictures (Article 23.B.)

Television Motion Pictures – Art Department Coordinators	**9/29/24-9/27/25**	**9/28/25-10/3/26**	**10/4/26-9/30/27**
IATSE Annuity Fund Allocation Per Day	$ 23.50	$ 28.50	TBD
IATSE National Health and Welfare Fund Allocation Per Day	96.50	101.50	TBD
Pension Plan Allocation Per Day	55.00	60.00	TBD
TOTAL PER DAY	175.00	190.00	205.00

3. COSTUME DEPARTMENT COORDINATORS

A. Theatrical Motion Pictures

(1) Costume Department Coordinator on Hourly Wages (Article 30.E.(1)(a))

Theatrical Motion Pictures – Costume Department Coordinators on Hourly Wages	**9/29/24-9/27/25**	**9/28/25-10/3/26**	**10/4/26-9/30/27**
IATSE Annuity Fund Allocation Per Day	$ 13.50	$ 18.50	TBD
IATSE National Health and Welfare Fund Allocation Per Day	96.50	101.50	TBD
Pension Plan Allocation Per Day	65.00	70.00	TBD
TOTAL PER DAY	175.00	190.00	205.00

(1) Weekly "On-Call" Costume Department Coordinators (Article 30.E.(1)(b))

Theatrical Motion Pictures – Weekly "On-Call" Costume Department Coordinators	**9/29/24-9/27/25**	**9/28/25-10/3/26**	**10/4/26-9/30/27**
IATSE Annuity Fund Allocation Per Day	$ 15.00	$ 18.50	TBD
IATSE National Health and Welfare Fund Allocation Per Day	96.50	101.50	TBD
Pension Plan Allocation Per Day	67.00	70.00	TBD
TOTAL PER DAY	178.50	190.00	205.00

B. Television Motion Pictures

(1) Costume Department Coordinators on Hourly Wages (Article 30.E.(2)(a))

Television Motion Pictures – Costume Department Coordinators on Hourly Wages	**9/29/24-9/27/25**	**9/28/25-10/3/26**	**10/4/26-9/30/27**
IATSE Annuity Fund Allocation Per Day	$ 23.50	$ 28.50	TBD
IATSE National Health and Welfare Fund Allocation Per Day	96.50	101.50	TBD
Pension Plan Allocation Per Day	55.00	60.00	TBD
TOTAL PER DAY	175.00	190.00	205.00

(2) Weekly "On-Call" Costume Department Coordinators (Article 30.E.(2)(b))

Television Motion Pictures – Weekly "On-Call" Costume Department Coordinators	**9/29/24-9/27/25**	**9/28/25-10/3/26**	**10/4/26-9/30/27**
IATSE Annuity Fund Allocation Per Day	$ 23.50	$ 28.50	TBD
IATSE National Health and Welfare Fund Allocation Per Day	96.50	101.50	TBD
Pension Plan Allocation Per Day	55.00	60.00	TBD
TOTAL PER DAY	175.00	190.00	205.00

APPENDIX B

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

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

DESCRIPTION	Terms and Conditions
MULTI-CAMERA HALF-HOUR SERIES	
Wage Rates	Half-hour multi-camera series, including all 20-35 minute multi-camera High Budget SVOD, AVOD and FAST-Channel series • Seasons 1+: Article 4.A. rates applicable to half-hour television motion pictures

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

DESCRIPTION	Terms and Conditions
SINGLE CAMERA HALF-HOUR SERIES	
Wage Rates	Half-hour single camera series, including all 20-35 minute single camera High Budget SVOD, AVOD and FAST-Channel series • Seasons 1 & 2: Article 4.A. rates applicable to half-hour television motion pictures, reduced by 3% • Seasons 3+: Article 4.A. rates applicable to half-hour television motion pictures

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

DESCRIPTION	Terms and Conditions
NEW ONE-HOUR SERIES (1ST EPISODE OF 1ST SEASON COMMENCING PRINCIPAL PHOTOGRAPHY ON OR AFTER SEPTEMBER 28, 2013)	
Wage Rates	One-hour series, including all 36-65 minute High Budget SVOD, AVOD and FAST-Channel series • Seasons 1+: Article 4.C.(1) rates, calculated as 3% reduction from Article 4.A. rates applicable to theatrical motion pictures (rather than Article 4.A. rates from one period prior)

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

DESCRIPTION	Terms and Conditions
66+ MINUTE HIGH BUDGET SERIES MADE FOR NEW MEDIA	
Wage Rates	All 66+ Minute High Budget SVOD, AVOD and FAST-Channel series • Seasons 1+: Article 4.C.(1) rates, calculated as 3% reduction from Article 4.A. rates applicable to theatrical motion pictures (rather than Article 4.A. rates from one period prior)

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

DESCRIPTION	2024 Local USA 829 Agreement (Proposed)
ONE-TIME HIGH-BUDGET PROGRAMS MADE FOR NEW MEDIA	
Wage Rates	All High Budget SVOD, AVOD and FAST-Channel One-Time Programs • One-time programs < 85 minutes o Article 4.D. rates • One-time programs ≥ 85 minutes o 85-95 minutes budgeted at < $22,042,000*: Article 4.D. rates o 85-95 minutes budgeted at ≥ $22,042,000*: Article 4.C.(1) rates o 96+ minutes budgeted at < $20,600,000*: Article 4.D. rates o 96+ minutes budgeted at ≥ $22,042,000* but <$37,212,698*: Article 4.C.(1) rates o 96+ minutes budgeted at ≥ $37,212,698*: Article 4.A. rates applicable to theatrical motion pictures