

May 12, 2022

**MEMORANDUM OF AGREEMENT  
FOR THE SUPPLEMENTAL DIGITAL PRODUCTION AGREEMENT  
WITH MOTION PICTURE STUDIO MECHANICS, LOCAL #52, IATSE**

This Memorandum of Agreement is entered into between Motion Picture Studio Mechanics, Local #52, IATSE (hereinafter referred to as “Local #52” or “the Union”), on the one hand, and the Alliance of Motion Picture and Television Producers (hereinafter “AMPTP”) on behalf of those Producers listed in Exhibit “A” attached hereto which have consented to be part of a single multi-employer bargaining unit (each hereinafter respectively referred to as the “Producer” and collectively referred to as the “Producers”), on the other hand.

This Memorandum of Agreement modifies the provisions of the 2018 Supplemental Digital Production Agreement with the Major Motion Picture Producers (hereinafter referred to as “the 2018 Local #52 SDPA”). All of the provisions of the 2018 Local #52 SDPA shall remain the same, except as changed herein.

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

This Memorandum is subject to ratification by the membership of Local #52. Provided that the AMPTP receives notice of ratification on or before June 10, 2022 and provided no work stoppage by the members of Local #52 takes place between May 15, 2021 and the date of ratification of this Memorandum, the provisions herein shall be effective as of the first Sunday following the date that the AMPTP receives notice of ratification, unless a contrary date is specified, in which case such provision shall be effective as of the date so specified.

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

1. **Term**

The term of the 2021 Local #52 SDPA shall commence on May 16, 2021 and continue through September 30, 2024.

2. **Wages**

Minimum wage rates in the 2018 Local #52 SDPA shall be increased as follows:

- (a) by three percent (3%) retroactive to October 3, 2021;
- (b) by an additional three percent (3%) effective October 2, 2022; and

(c) by an additional three percent (3%) effective October 1, 2023.

These increases shall be compounded. All retroactive payments shall be made as soon as practicable.

3. **Pension and Health**

The parties agree on the following improvements to the benefit package for the 2021 Local #52 SDPA:

- a. Contributions to the Motion Picture Industry Plans for Employees Employed in New York and/or New Jersey

*Modify Article 30 of the Local #52 SDPA to provide as follows:*

“The following shall apply with respect to pension, health and Individual Account Plan contributions for employees employed in New York and/or New Jersey.

“The provisions of Section 12 (‘Pension, Health and Individual Account Plans’) as contained in the ~~2018~~2021 Feature and Television Production Contract shall be deemed incorporated herein, except that:

“(a) The hourly contribution rate to the Motion Picture Industry Health Plan under Section 12(a)(1)(ii)(A) for a Producer which qualifies as a ‘\$15 Million Contributor’ shall increase by ~~twenty cents (\$0.20)~~ forty cents (\$0.40) per hour (to \$4.913 per hour) for each hour worked by or guaranteed an employee retroactive to October 3, 2021 (in lieu of August 1, 2021); by an additional forty cents (\$0.40) per hour (to \$5.313 per hour) for each hour worked by or guaranteed an employee effective October 2, 2022 (in lieu of July 31, 2022); and by an additional forty cents (\$0.40) per hour (to \$5.713 per hour) for each hour worked by or guaranteed an employee effective October 1, 2023 (in lieu of July 30, 2023).~~effective September 30, 2018 (in lieu of July 29, 2018); by an additional ten cents (\$0.10) effective September 29, 2019 (in lieu of August 4, 2019); and by an additional ten cents (\$0.10) effective October 4, 2020 (in lieu of August 2, 2020).~~

“(b) For purposes of the provisions of Section 12, the number of hours on which contributions are to be made for a Set Decorator employed on an ‘on call’ weekly schedule for studio, nearby and distant location employment shall be as follows:

"(1) Partial week - twelve (12) hours per day (thirteen (13) hours per day effective October 2, 2022; fourteen (14) hours per day effective October 1, 2023);

"(2) Five day week - sixty (60) hours per week (sixty-five (65) hours per week effective October 2, 2022; seventy (70) hours per week effective October 1, 2023);

"(3) Six day week - seventy-two (72) hours per week (seventy-seven (77) hours per week effective October 2, 2022; eighty-two (82) hours per week effective October 1, 2023); and

"(4) Seven day week - eighty-four (84) hours per week (eighty-nine (89) hours per week effective October 2, 2022; ninety-four (94) hours per week effective October 1, 2023)."

"FN1: Notwithstanding the increase in the number of hours on which pension, health and IAP contributions are to be submitted for 'on call' employees, it is agreed that for any period in which the wage increase is based upon a cents-per-hour formula, salary increases for 'on call' employees for that period shall nevertheless continue to be calculated in accordance with the parties' past practice."

- b. Contributions to the IATSE National Benefit Funds for Employees Employed in Connecticut, Delaware and That Part of Pennsylvania Within the Geographic Jurisdiction of the Feature and Television Production Contract

*Modify subparagraph (a) of Article 32 of the Local #52 SDPA to provide as follows:*

Increase the aggregate daily contribution rates to the IATSE National Benefit Funds in Article 32(a) by \$6.00 per day effective October 3, 2021 (for a total daily contribution rate of \$137.00 under Article 32(a)(1) and \$145.00 under Article 32(a)(2)). This increase shall be allocated to the IATSE National Health and Welfare Fund.

Increase the aggregate daily contribution rates to the IATSE National Benefit Funds in Article 32(a) by an additional \$6.00 per day effective October 2, 2022 (for a total daily contribution rate of \$143.00 under Article 32(a)(1) and \$151.00 under Article 32(a)(2)) and by an additional \$7.00 per day effective October 1, 2023 (for a total daily contribution rate of \$150.00 under Article 32(a)(1) and \$158.00 under Article 32(a)(2)). The allocation of these increases shall be the

same as the allocation for “non-Maryland” rates under the 2021 Area Standards Agreement.

4. **Sick Leave**

*Modify Article 41 of the Local #52 SDPA as follows:*

**“41. ~~WAIVER OF NEW YORK CITY EARNED SAFE AND SICK TIME ACT AND SIMILAR LAWS~~ SICK LEAVE**

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

“(1) Commencing June 1, 2022, employees shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Producer, up to a maximum of fifty-six (56) hours per calendar year. In lieu of the foregoing hourly accrual of paid sick leave, a Producer may elect to provide its employees with a bank of fifty-six (56) hours of sick leave at the beginning of each calendar year (or upon the employee’s commencement of employment with the Producer, in the middle of the calendar year). The Producer 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 41(a), a calendar year shall be measured, as designated by the Producer, as either a calendar year running from January 1<sup>st</sup> to December 31<sup>st</sup> 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:<sup>1</sup>

“(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

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<sup>1</sup> “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.

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

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

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

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

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

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

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

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

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

“(3) Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. A Producer 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. A Producer cannot require an employee or the person providing documentation, including medical professionals, to disclose the reason for leave, except as required by law. Requests for documentation shall be limited to the following:

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

“(ii) An attestation from an employee of the employee’s eligibility for leave.

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

“(4) Eight (8) hours of sick leave pay shall be equal to eight (8) hours’ pay at the employee’s straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4) hours of pay at the employee’s straight time hourly rate. Replacements for weekly employees may be hired either on a daily basis or on a *pro rata* basis of the weekly rate regardless of any contrary provision in this Agreement. The employee shall not be required to find a replacement as a condition of exercising the employee’s right to paid sick leave.

“(5) An employee’s unused sick leave shall be carried over to the following calendar year; provided, however, that a Producer may limit the use of sick leave to fifty-six (56) hours per calendar year. Nothing in this Article 41(a) shall be construed to require a Producer 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 Producer’s obligations to provide paid sick leave under this Article 41(a).

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

“(7) Upon return to work following any sick leave taken pursuant to this Article 41(a), an employee shall be restored by the Producer 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) Producer shall advise the employee of the designated Producer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 41(a). Upon the oral or written request of an employee to the designated Producer representative or department, the Producer 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 Producer shall provide the information to the employee within three (3) business days of the request.

“(9) Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided in Article 7 hereof.

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

“(1) Accrual. Commencing June 1, 2022, eligible employees covered by this Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked for the Producer, up to a maximum of forty-eight (48) hours or six (6) days. (In lieu of the foregoing hourly accrual of paid sick leave, and provided that advance notice is given to the employee, an Producer may elect to provide employees, upon their eligibility to use sick leave as provided below (i.e., upon working thirty (30) days for the Producer and after their ninetieth (90<sup>th</sup>) day of employment with the Producer (based on days worked or guaranteed)), with a bank of twenty-four (24) hours or three (3) days of sick leave per year, such year to be measured, as designated by the Producer, 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 Producer for at least thirty (30) days within a one (1) year period, such year to be measured, as designated by the Producer, 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 Producer for ninety (90) days (based on days worked or guaranteed), such period to be measured, as designated by the Producer, 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 Producer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days during each year of employment as defined by the Producer 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 Producer's obligations to provide paid sick leave under this Article 41(b).

“(3) Eight (8) hours of sick leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4) hours of pay at the employee's straight time hourly rate. Replacements for weekly employees (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.’<sup>2</sup> Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

“(5) Accrued, unused sick leave is not paid out on termination, resignation or other separation of employment. If the employee is rehired by the Producer 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) Producer shall advise the employee of the designated Producer representative or department whom the employee may contact to confirm eligibility and the amount of accrued sick leave available under this Article 41(b). The Producer will also indicate which period (*i.e.*, calendar year or the employee's anniversary date) the Producer selected to measure the thirty (30) day and ninety (90) day 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 Producer selected to apply the bank of three (3) sick days as provided in subparagraph (1) above. Producer also shall notify Local #52 of the name and contact information of the designated Producer representative or department.

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<sup>2</sup>"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.



“(7) Any Producer 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 a Producer from negotiating a sick leave policy with better terms and conditions. There shall be no discrimination or retaliation against any employee for exercising his or her right to use paid sick leave.”

“(8) Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided in Article 7 hereof.”

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

“The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the New York State Paid Sick Leave Law of 2020 (New York Labor Law Section 196-b); the New York City Earned Safe and Sick Time Act (N.Y.C. Admin. Code, Section 20-911 et seq.); the Westchester County Earned Sick Leave Law (Section 700.36 et seq. of the Laws of Westchester County); the New Jersey Paid Sick Leave Act (C.34:11-56a et seq.); Chapter 160 of the Ordinances of the Township of Bloomfield, New Jersey (enacted by Ordinance No. 15-10); the Paid Sick Time for Private Employees Ordinance of East Orange, New Jersey (Ordinance No. 21- 2014; East Orange Code Chapter 140, Section 1 et seq.); the Paid Sick Time Law of Jersey City, New Jersey (Chapter 4 of the Jersey City Municipal Code); Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey; Chapter 8, Article 5 of the Municipal Code of the City of Plainfield, New Jersey; the Sick Leave for Private Employees Ordinances of Elizabeth, New Jersey (Ordinance No. 4617); Irvington, New Jersey (Ordinance No. MC-3513); Montclair, New Jersey; Morristown, New Jersey (Ordinance No. 0-35-2016); Newark, New Jersey (City Ordinance 13-2010); Passaic, New Jersey (Ordinance No. 1998-14); Paterson, New Jersey (Paterson Code Chapter 412); and 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.”

5. **Working Conditions**

a. **Rest Periods**

- i. *Modify Article 24 of the Local #52 SDPA to provide as follows:*

**“24. CALL-BACKS**

“The following provisions apply to employees employed on a motion picture, program, part of a mini-series or episode of a series which commences principal photography on or after [insert the date that is the first Sunday after 90 days following the AMPTP’s receipt of notice of ratification]. Otherwise, Article 24 of the 2018 Agreement shall apply.

**“(a) Daily Rest Period**

“(1) ~~Rest periods following dismissal shall be eight (8) hours for work within the studio; ten (10) hours for report-to assignments outside a studio, but within the thirty (30) mile zone or within the thirty (30) mile production zone; and nine (9) hours for work on a nearby location or when transported from a studio to a location within the thirty (30) mile zone or within the thirty (30) mile production zone.~~ The daily rest period shall be ten (10) hours. If the daily rest period is invaded by no more than two (2) hours when employed at a studio or by no more than one (1) hour when working on a nearby location or when transported from a studio to a location within the thirty (30) mile Columbus Circle zone or within the 30-mile Buffalo Production Zone as defined in Article 20(a)(3), the employee shall be paid additional straight time for all such invaded time. Otherwise, the penalty for an invasion of the daily rest period shall be as provided in Article 22(b) above.

“(2) Intervening time of less than four (4) hours between dismissal and call-back to work shall be work time; intervening time of four (4) or more hours shall not be work time. When intervening time is less than four (4) hours, such time may be applied as part of the “call-back” guarantees below. All employees are paid at their scheduled Regular Basic Hourly Rates as provided in Article 12.

Minimum Guarantees for “Call-backs” Within Eight (8) Hours of Dismissal		
Classification	Weekdays	Sixth or Seventh Day Worked in an Employee’s Workweek and Holidays*
Daily Employees	4 hours at time and one-half; time and one- half thereafter	3 hours at double time; double time thereafter
Weekly Employees	½ minimum call	½ minimum call

\* The above “call-back” guarantees do not apply when employee reports to work on such days within eight (8) hours of time of dismissal from work starting on the previous day. In such event, the “call-back” guarantee is the minimum call in hours as scheduled in Article 19.

“By way of clarification, the parties agree that forced calls are triggered by time worked, rather than by time paid.

“(b) Weekend Rest Period<sup>1</sup>

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

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

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

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

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

“(B) (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

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

“(C) Producer 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

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

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

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

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

“An employee whose sixth day worked occurs on the seventh day of the workweek shall be entitled to a rest period of thirty-two (32) hours between the fifth day worked and the seventh day of the workweek, inclusive of the daily rest period.

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

“(5) The rest periods set forth in subparagraph (b)(1)-(3) above do not apply to a workweek shift.”

“(6) Measurement of the weekend rest period shall be the same as applies to the daily rest period under Article 24(a)(1) above, except that the measurement of the weekend rest period for Distant Hires shall be ‘set-to-set’ or, if the employee is not employed on a set, ‘worksite-to-worksite,’ meaning the measurement for the weekend rest period shall commence upon dismissal at the set (or at the worksite) and end at call time at the set (or at the worksite).”

*Make conforming changes, including the following:*

*Modify subparagraph (b) of Article 22 (“Golden Hour Provisions”) to provide: “(b) Except with respect to the daily rest period as provided in Article 24(a), once an employee is on Golden Hours, all work time thereafter (including meal periods but excluding interruptions as defined below) shall be paid for at the applicable Golden Hour rate until he shall have received a rest period of not less than eight (8) consecutive hours.”*

*In addition, modify subparagraph (b) of Article 22 (“Golden Hour Provisions”) to provide: “This subparagraph (b) does not apply to the weekend rest period provisions in Article 24(b).”*

ii. *Modify Article 26 of the Local #52 SDPA to provide as follows:*

**“26. CALL-BACKS (Distant Location)**

“The following provision applies to employees employed on a program, part of a mini-series or episode of a series which commences principal photography on or after [insert date that is the first Sunday that falls 90 days after the AMPTP’s receipt of notice of ratification]. Otherwise, Article 26 of the 2018 Agreement shall apply.

**“(a) Daily Rest Period on Distant Location**

“(1) ~~Rest periods following dismissal shall be eight (8) hours on distant location.~~ The daily rest period shall be nine (9) hours on distant location. If the daily rest period is invaded by no more than one (1) hour, the employee shall be paid additional straight time for all such invaded time. If the daily rest period is invaded by more than one (1) hour, then the penalty shall be as provided in Article 22(b) above.

“(2) Intervening time of less than four (4) hours between dismissal and call-back for work shall be work time; intervening time of four (4) or more hours shall not be work time. When intervening time is less than four (4) hours, such time may be applied as part of the “call-back” guarantee. All employees are paid at their scheduled Regular Basic Hourly Rates.

Minimum Guarantees For “Call-backs” During Rest Periods Following Dismissal		
Classification	Weekdays	Sixth or Seventh Day Worked in an Employee’s Workweek and Holidays*
Daily Employees	4 hours at time and one-half; time and one-half thereafter	3 hours at double time; double time thereafter
Weekly Employees	½ minimum call	½ minimum call

\* The above “call-back” guarantees for the sixth or seventh day worked in an employee’s workweek or holiday do not apply when employee reports to work on such days within the appropriate rest period following dismissal from work starting on the previous day. In such event, the “call-back” guarantee is the minimum call in hours as specified in Article 12.

“By way of clarification, the parties agree that forced calls are triggered by time worked, rather than by time paid.

“(b) Weekend Rest Period on Distant Location<sup>1</sup>

“Article 24(b) shall apply on distant location, except that weekend rest periods on distant location shall be measured ‘set-to-set’ or, if the employee is not employed on a set, ‘worksite-to-worksite,’ meaning the measurement for the weekend rest period shall commence upon dismissal at the set (or at the worksite) and end at call time at the set (or at the worksite).”

*Make conforming changes.*

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

b. **Use of Personal Vehicles/Mileage**

*Modify Article 20(b)(3) of the Local #52 SDPA as follows:*

“(3) Mileage Allowance: Unless ~~transported~~ offered transportation by the Producer, employees traveling to any production location outside the “production zone” shall be paid a mileage allowance calculated at thirty cents (30¢) per mile from the edge of the zone to the production location for all such authorized use of the employee’s vehicle, except that effective [insert date that is the first Sunday after 30 days following AMPTP’s receipt of notice of ratification], employees shall be paid a mileage allowance calculated at the then-current IRS rate. Alternatively, the Producer may make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance).”

c. **Meals**

*Modify Article 21(h) of the Local #52 SDPA to provide:*

**“21. MEAL PERIODS AND MEALS**

“(h) Effective [insert date that is the first Sunday following the AMPTP’s receipt of notice of ratification]:

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

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

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

“Third and ~~each succeeding~~ fourth half-hour meal delay or fraction thereof . . . . . \$12.50

“Fifth and each succeeding half-hour meal delay or fraction thereof . . . . . \$25.00

“For any workweek in which an employee is entitled to more than twenty (20) meal period penalties, all subsequent meal period penalties for that employee in that workweek shall be

compensated at one (1) hour of pay at the prevailing rate for each one-half (½) hour of meal delay or fraction thereof.

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

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

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

“Third and ~~each succeeding~~ fourth half-hour meal delay or fraction thereof . . . . . \$13.50

“Fifth and each succeeding half-hour meal delay or fraction thereof . . . . . \$25.00

“For any workweek in which an employee is entitled to more than twenty (20) meal period penalties, all subsequent meal period penalties for that employee in that workweek shall be compensated at one (1) hour of pay at the prevailing rate for each one-half (½) hour of meal delay or fraction thereof.”

“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.”

d. **Thirty (30) Mile Production Zone in Buffalo, New York**

*Add a new subparagraph (3) to Article 20(a) (“Report To Locations”) of the Local #52 SDPA to provide:*

“(3) **30-Mile Buffalo Production Zone**

“The following shall apply to employees working on a motion picture within a radius of thirty (30) miles of City Hall in Buffalo, New York (‘30-mile Buffalo Production Zone’):

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



location within the 30-mile Buffalo Production Zone and shall end when dismissed at a studio or location within the 30-mile Buffalo Production Zone.

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

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

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

“(B) Per Diem

“(1) The Producer shall pay per diem to the employee at the following rates per day:

<u>“Breakfast</u>	<u>\$10.00</u>
<u>“Lunch</u>	<u>\$14.00</u>
<u>“Dinner</u>	<u>\$27.00</u>
<u>“Total Per Diem</u>	<u>\$51.00</u>

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

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

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

*Make conforming changes.*

6. **Holidays**

Effective January 1, 2023, Martin Luther King Jr. Day shall be added as a holiday in the Local #52 SDPA, and the unworked holiday percentage in the Local #52 SDPA for daily and weekly employees shall increase from 3.719% to 4% commencing with the period January 1, 2023 to and including December 31, 2023 and continuing with the period January 1, 2024 to and including December 31, 2024.

7. **Productions Made for New Media**

*Modify the first paragraph of Sideletter No. 4 re Productions Made for New Media to the Local #52 SDPA as follows:*

“This letter serves to memorialize the agreement of the parties that the Sideletter re Productions Made for New Media in the 2021 ~~2018~~ Motion Picture Studio Mechanics, Local #52, Feature and Television Production Contract with Major Producers (hereinafter the ‘Theatrical and Television Sideletter re New Media Productions’) is applicable to digital electronic recordings of entertainment motion pictures of the type traditionally covered under the Motion Picture Studio Mechanics, Local #52, Supplemental Digital Production Agreement that are made for the Internet, mobile devices or any other new media platform in existence as of May 16, 2009, with the following modifications:”

8. **On-Set Firearm Safety Meetings**

*Add a new Section to the Local #52 SDPA to provide as follows:*

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

“Before any use of a firearm in a rehearsal and/or on-camera sequence or off-camera use, all persons involved must be thoroughly briefed at an on-site safety meeting where the firearms will be used. This meeting shall include an ‘on-site walk through’ and/or ‘dry-run’ with the Property Master (or, in his/her absence, the weapons handler and/or other appropriate personnel determined by the locality or the needs of the production), designated production representative, and anyone that will be using and/or handling a firearm. An understanding of the intended action, possible deviations, plans to abort, emergency procedures, and chain of command should be made clear.

“A safety meeting for the cast and crew shall be conducted. If there are any questions as to the safety of firearms being used in the sequence or if any changes are made from the original sequence, another safety meeting shall be held.”

9. **Start Paperwork**

*Add a new Article 43 to the Local #52 SDPA to provide:*

**“43. START PAPERWORK**

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

10. **Other Weather Conditions for "Weather-Permitting" Calls**

*Modify Article 23(e) (“Change and Cancellation of Calls”) of the Local #52 SDPA as follows:*

"(e) Notwithstanding the foregoing, 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 which maybe cancelled up to four (4) hours prior to the call time. 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.

"In the event the employee is notified not to report to work, he or she shall be paid four (4) hours of pay at straight time. With respect to employees employed in New York or New Jersey or subject to Article 32(b), the four (4) hours of pay shall be subject to pension, health and IAP contributions. With respect to employees employed in Connecticut, Delaware or that part of Pennsylvania that is within the geographical jurisdiction of this Agreement, the Producer shall contribute one-third (1/3) of the amount due under Article 32(a) to the IATSE National Benefit Funds.

"If the notification is untimely, the employee shall be paid for an eight (8) hour minimum call in lieu of the payment described in the foregoing paragraph.

"Hours paid for a cancelled 'weather-permitting' call shall not be counted for purposes of calculating overtime.

"Local #52 agrees that it will not unreasonably deny a request by the Producer to issue a 'weather-permitting' call under this Article 23(e) for other weather conditions."

11. **Four (4) Hour Minimum Call for Training**

*Modify the seventh paragraph of Article 19(a) of the Local #52 SDPA to provide as follows:*

"A four (4) hour minimum call shall apply for any day on which an employee, at the request of an individual Producer, reports for ~~safety~~ training. A daily 'on call' employee who reports for ~~safety~~ training shall be paid one-half (1/2) of the daily 'on call' rate for each such day; a weekly 'on call' employee shall be paid one-tenth (1/10) of the weekly 'on call' rate for each such day. Payment for the four (4) hour minimum call shall be subject to pension, health and IAP contributions for those employees whose fringe contributions are payable to the Motion Picture Industry Pension and Health Plans. For all other employees, the Producer shall contribute one-third (1/3) of the amount due under Section 32(a) to the IATSE National Benefit Funds."

*Make conforming changes.*

12. **Diversity, Equity and Inclusion**

*Add a new Article 43 to the Local #52 SDPA to provide:*

"(a) **Statement of Commitment.** Acknowledging the critical importance of diversity, equity and inclusion in the entertainment industry, Producers 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, Producers, in partnership with the Union seek to create one or more diversity, equity and inclusion initiatives that are designed to enhance employment opportunities, as well as equip participants with the requisite knowledge, skills and credentials to work successfully in the motion picture crafts.

“(b) **Self-Identification Data.** During the 2021 negotiations, the parties discussed the efforts that have been made by the Producers and Local #52 to obtain information about the personal characteristics of their employees and the membership through voluntary self-identification. The parties recognize that obtaining such information is useful in expanding access to employment opportunities for under-represented groups and for tracking the success of their efforts to diversify the workforce. To that end, Local #52 agrees to encourage its members to voluntarily self-identify when requested to do so by the Local or an Producer, including when members are completing new membership paperwork for the Local or start paperwork for an Producer. Local #52 further agrees to share with the AMPTP and each Producer any diversity statistics that it currently possesses or develops in the future. To the extent that an Producer has aggregated diversity statistics concerning Local #52-covered employees, the Producer agrees to share the information with Local #52 upon request, no more frequently than twice per year.

“(c) **Training Program Opportunities.** The parties shall discuss the development, administration and oversight of program(s) for on-the-job training within the motion picture industry in the various job classifications covered by the Local #52 Feature and Television Production Contract and the Local #52 Supplemental Digital Production Agreement. The goal of the training program(s) shall be to greatly expand training program opportunities to enhance employment for individuals who are under-represented in this industry. The types of training programs established may vary depending on the experience of the candidates and the requirements of the classification for which the training is provided.

“(1) **Working Trainee Programs.** It is expected that the Union will participate with the Producers in developing working training programs for entry-level positions, which will operate in addition to existing training programs. Elements of the working training program shall include:

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

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

“(iii) The Union and Producers commit to support working trainees prior to and/or during the working trainee’s assignment.

“(iv) Recognizing the value of a mutual commitment to the success of the working trainee, Producers agree that working trainee(s) will be assigned to a Department in consultation with and with the support of the Department Head (or designee as agreed to by the Producer and the Department Head). A trainee shall not be assigned to more than one Department for the duration of their training program. The Union agrees to encourage its members to participate in and support the working trainee program(s). Once a working trainee is placed within a Department, the Department Head and other appropriate bargaining unit personnel (or designee as agreed to by the Producer and the Department Head) shall assist in mentoring, training and developing the working trainee, and other crew members likewise shall facilitate opportunities for the working trainee to learn.

“(v) Subject to subparagraph (iv) above, and after the working trainee completes any pre-training and/or craft orientation, the Producer shall assign the working trainee to a production. The working trainee may be assigned work on different productions, including productions of entities related to or affiliated with the Producer. During the assignment, the working trainee, although not part of the bargaining unit covered by the applicable Agreement, may learn and perform bargaining unit work within an otherwise fully staffed department. Working trainees in this capacity will not displace any crew members working under the terms of the applicable Agreement and will be an additional position in the department. Working trainees will be paid a minimum of \$23.50 per hour with all other terms and conditions of employment for the trainee to be determined by the Producer in its sole discretion. It is understood that the working trainee assignment need not be for consecutive days or periods of time. The training program shall be no less than thirty (30) days and no more than (60) days within a twelve (12) consecutive month period. The Producer may determine, in consultation with the Department Head and other appropriate personnel, that additional training is warranted and appropriate.

“(vi) Once the individual has completed the working trainee program as determined by the Producer, the Producer may assign the individual to work under the minimum rates, terms and conditions of the Local #52 Feature and Television Production Contract (or the Local #52 Supplemental Digital Production Agreement) in an open entry-level position for which they have gained working trainee experience. The individual may be assigned as a member of the regular crew in the same department in which he or she had been working or on another production or in another assignment.

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

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

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

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

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

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

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

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

### 13. **Housekeeping**

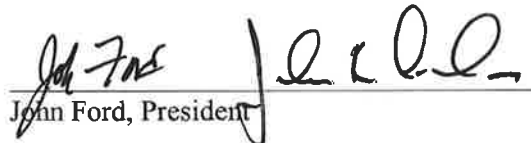
- a. Change “powderman” to “powderperson” in the Local #52 SDPA.
- b. The AMPTP agrees to circulate a bulletin to remind Producers and payroll companies of the requirements that Section 31(c) of Part B of the Majors Agreement and Article 32(b) of the Supplemental Digital Production Agreement call for the Producer to make benefit contributions to the IANBF (rather than to MPIPHP) on behalf of any individual who is hired in that part of New Jersey that is outside the sixty-five mile radius of Columbus Circle to work in Connecticut, Delaware or that part of Pennsylvania within the jurisdiction of the Feature and Television Production Contract. The bulletin shall include an example stating that

benefit contributions are to be made to the IANBF for an employee who resides in Turnersville, New Jersey (which is outside the sixty (65) mile radius of Columbus Circle) and working in Philadelphia, Pennsylvania.

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

 Date: June 13, 2022  
Carol A. Lombardini, President

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

 Date: 6/23/2022  
John Ford, President



**EXHIBIT “A”**  
**Companies Represented by the AMPTP**  
**in the 2021 Local #52 Negotiations**

20<sup>th</sup> Century Studios, Inc.  
1440 Productions LLC

ABC Signature LLC  
(formerly Touchstone Television  
Productions, LLC)  
ABC Signature Studios, Inc.  
ABC Studios New York, LLC  
Abominable Pictures, Inc.  
Adobe Pictures, Inc.  
Alive and Kicking, Inc.  
Apple Studios LLC  
Apple Studios Louisiana LLC

Bonanza Productions Inc.

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

DW Studios Productions LLC

Eye Productions Inc.

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

GWave Productions, LLC

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

Jay Squared Productions LLC

Kapital Productions, LLC

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

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

On The Brink Productions, Inc.  
Open 4 Business Productions LLC

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

Rose City Pictures, Inc.

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

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

Universal Pictures, a Division of Universal  
City Studios LLC  
Universal Content Productions LLC

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

YNFS Productions LLC