LOCAL MEMORANDUM OF AGREEMENT OF AUGUST 1, 2024 BETWEEN ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS AND INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA AND LOCAL 44 THEREOF

THIS LOCAL MEMORANDUM OF AGREEMENT IS BETWEEN THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA AND AFFILIATED PROPERTY CRAFTSPERSONS LOCAL 44, I.A.T.S.E., ON THE ONE HAND, AND THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT "A" ATTACHED HERETO AND THOSE PRODUCERS WHICH HAVE EFFECTIVELY CONSENTED TO BE A PART OF THE SINGLE MULTI-EMPLOYER BARGAINING UNIT, ON THE OTHER HAND. THIS MEMORANDUM OF AGREEMENT IS EFFECTIVE AS OF AUGUST 1, 2024, OR THE FIRST SUNDAY FOLLOWING THE BUSINESS DAY ON WHICH THE AMPTP RECEIVES NOTICE OF RATIFICATION, WHICHEVER IS LATER, UNLESS A CONTRARY DATE IS SPECIFIED, IN WHICH CASE SUCH PROVISION SHALL BE EFFECTIVE AS OF THE DATE SO SPECIFIED.

PROVISIONS

- 1. This Local Memorandum of Agreement along with any attachments or exhibits reflects the understanding reached between the parties and will be supplemented and/or modified to include appropriate changes and effective dates contained in the executed 2024 General Memorandum of Agreement.
- 2. All agreements are subject to the terms and conditions of any agreed-upon extensions.
- 3. All agreements are subject to final agreement in General Negotiations and to ratification and execution by the parties.
- 4. All issues not resolved herein are withdrawn.

EFFECT OF CHANGES

This Local Memorandum of Agreement and the applicable provisions of the General Memorandum of Agreement along with the remaining unchanged provisions of the 2021 Local Agreement shall be deemed to be the 2024 Local Agreement until such time as the Local Agreement can be amended in accordance with the changes contained in the Local and General Memorandum of Agreement.

WITNESSETH:

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

1. <u>Set Decorator and Construction Coordinators Minimum Wage Rates</u>

Increase the minimum wage rates in Paragraphs 1 and 31 for Set Decorators (Occ. Code 7390) and for Construction Coordinators (Occ. Code 7392), respectively, by ten percent (10%) effective [insert date that is August 4, 2024, or the first Sunday following the business day on which the AMPTP receives notice of ratification, whichever is later], by an additional nine percent (9%) effective [insert effective date of Year 2 general wage increase] and by an additional nine percent (9%) effective [insert effective date of Year 3 general wage increases]. These increases shall be compounded. The foregoing increases are in lieu of any general wage increases agreed upon in the General negotiations.

2. <u>Sewing Foreperson</u>

Modify footnote 4 of Paragraph 1 (and make conforming changes to footnote 5 of Paragraph 31) as follows:

Draper Foreperson (Occ. Code #7321), Floor Coverer Foreperson (Occ. Code #7324), or Upholsterer Foreperson (Occ. Code #7320) or Sewing Foreperson (Occ. Code #7328) shall be paid at the rate of \$54.14 per hour effective August 1, 2021 to and including July 30, 2022; at the rate of \$55.76 per hour effective July 31, 2022 to and including July 29, 2023; and at the rate of \$57.43 per hour effective July 30, 2023 to and including July 31, 2024 [rates to be updated based on any general wage increases agreed upon in the General negotiations]. Sewing Foreperson (Occ. Code #7328) shall be paid at the rate of \$50.14 per hour effective August 1, 2021 to and including July 30, 2022; at the rate of \$51.64 per hour effective July 31, 2022 to and including July 29, 2023; and at the rate of \$53.19 per hour effective July 30, 2023 to and including July 31, 2024."

3. **Furnishing Equipment**

Modify the first paragraph of Paragraph 63(a) ("Tools and Tool Storage") as follows:

"(a) No employee shall If, at the request of the Producer, an employee is required to furnish his own equipment (other than the trade tools set forth in Exhibit "B"), or use such in furthering or assisting the Producer when compensated at minimum wage rates the Producer and employee shall negotiate reasonable compensation for such equipment. All agreements to furnish equipment must be approved by the Business

Representative of the Union. Producer will furnish metal working twist drills and files. Needles will be supplied to Drapery Sewing Persons."

4. Reimbursement for Licenses, Permits or Certificates

Modify Paragraph 88 as follows:

****88.** Reimbursement for Licenses or Permits

"In the event a city, county or state license, or a federal license pursuant to the Safe Explosives Act of 2002, is necessary for an employee to operate or handle materials or equipment used in the course of his employment hereunder, as required by Producer, then Producer CSATF will reimburse such designated regular employee for the cost of obtaining or maintaining such license. For the purpose of this provision, a "designated regular employee" means any individual who has been employed under this Agreement or the Videotape Electronics Supplemental Basic Agreement for at least twenty (20) days either in the Special Effects department (Occ. Codes 7310, 7311, 7313, 7315 or 7317), of which at least ten (10) days must be in either the Licensed Powder Man classification (Occ. Code 7315) or Assistant Licensed Powder Man classification (Occ. Code 7317), or in the corresponding classifications under the Sideletter re: 'Special Conditions for Long-Form Television Motion Pictures' or the Videotape Electronics Supplemental Basic Agreement, within a period of twelve (12) consecutive months immediately proceeding preceding the date of the reimbursement request.

"When the California 'Entertainment Firearms Permit' or 'Dangerous Weapons Permit' is necessary for an employee to operate or handle materials or equipment used in the course of his employment hereunder, as required by Producer, CSATF shall reimburse such designated regular employee for the cost of obtaining or maintaining such permit, except that the reimbursable amount of any 'inspection fee' associated with these permits shall be limited to the minimum 'inspection fee' applicable to the smallest inventory of firearms. For the purpose of this provision, a 'designated regular employee' means any individual who has been employed as a Property Master, Assistant Property Master, Property Gang Boss or Property Person under this Agreement (Occ. Codes 7331, 7332, 7351 or 7369), or in the corresponding classifications under the Sideletter re: 'Special Conditions for Long-Form Television Motion Pictures' or the Videotape Electronics Supplemental Basic Agreement, for at least twenty (20) days within a period of twelve (12) consecutive months immediately preceding the date of the reimbursement request.

"The employee shall submit proof of days worked in the form of either paycheck stubs indicating days worked in the applicable classifications or a letter from an Employer signatory to this Agreement or the Videotape Electronics Supplemental Basic Agreement, as applicable (or payroll company servicing such Employer), attesting to the

number of days worked by the employee in such classification and the name(s) of the production(s) on which the work was performed. Requests for reimbursements must be submitted within three hundred and sixty-five (365) days of the fee payment. In order to be eligible for reimbursement by CSATF pursuant to this Paragraph 88, the employee must be in compliance with the applicable Industry Experience Roster training requirements at the time the employee submits the request for reimbursement.

"Producer shall reimburse employee for the cost of any city, county or state permits necessary for an employee to operate or handle materials or equipment used in the course of his employment hereunder."

5. **Roster Placement – Set Decorators**

Modify Paragraph 68(a)(4) as follows:

"(4) Set Decorators

"This includes Set Decorators who on July 31, 2021 2024 were on said Industry Experience Roster. The Union warrants that the number of such Set Decorators in Group 1 shall be at least fifty (50) persons.

"A Property Person receiving additional classification as a Set Decorator on or after August 1, 2024 shall retain seniority as a Property Person. Any Set Decorator who, as of July 31, 2024, was on the Industry Experience Roster as a Set Decorator, but who previously was on the Industry Experience Roster as a Property Person, may request to be listed on the Industry Experience Roster both as a Set Decorator and a Property Person. Any such request for reinstatement shall be submitted to CSATF no later than [insert termination date of the successor agreement to the 2021-2024 Local 44 Agreement]."

6. **Assignment of Personnel**

Producers agree to distribute the following bulletin to the appropriate production personnel:

"During the 2024 negotiations with Local 44, the parties discussed the challenges that unexpected and last-minute changes to the script or the production schedule pose for members of the crafts covered under the Local 44 Agreement. In particular, the Union noted that additional staffing may be warranted in these circumstances, since unexpected changes leave less time for preparation and compress the time frame in which work must be completed.

"Accordingly, should there be an unexpected change to the script or to the schedule, the appropriate department head should consult with the Unit Production Manager to determine whether additional staffing within the Local 44 crafts is warranted. The Unit Production Manager should give good faith consideration to requests for additional staff in these circumstances."

7. **Special Effects Coordinator Title**

Add a new footnote to the Special Effects Foreman (Occ Code 7310) classification in Paragraphs 1 and 31 of the Agreement as follows:

"[fn] The Producer may use the title 'Special Effects Coordinator' for individuals employed in the 'Special Effects Foreman' classification at its discretion."

8. **Prop Shop Person List of Working Skills**

Modify Exhibit "N" to the Agreement as follows:

"EXHIBIT "N"

"LIST OF WORKING SKILLS FOR "PROP SHOP PERSONS"

"HOURS

"REOUIRED

"100 hours 1. Reading of and constructing from blueprints, drawings, sketches and CAD drawings and digital files.

"10090 hours 2. Layout of all sheet metal products.

"10090 hours 3. Oxy-Acetylene cutting. Plasma-Arc cutting, silver soldering and brazing.

"10090 hours 4. MIG or other methods of steel welding.

"10090 hours 5. Machinist: Operation of lathes, mills, grinders, identification and use of grinding stones, drill passes, punches, tapping operations, boring, sharpening of all cutting tools necessary to perform these operations.

"10090 hours 6. Plastic:

- a) Identifying plastic content, selection of correct softening and gluing agents, extensive knowledge of fastening methods, forming, cutting, coloring and polishing along with tensile strengths.
- b) Use of vacuum forming machines.
- "50 hours 7. Rubber: Thorough knowledge of chemical content of compounds needed for each product; manufacturing of armature and preparation for casting; cast, trimming and preparation for painting and/or coloring.
- "50 hours 8. Breakaway Glass: Care, transport, and installation of plastic based breakaway glass. Care, transport, installation, and rigging to shatter of tempered glass.
- "10090 hours 9. Breakaway Woods and Other Materials: Knowledge and ability to select, build, repair, install and rig breakaway effects.
- "10090 hours 10. Electrical Props and Fixtures: Thorough knowledge of basic electrical principals, safety and legal requirements. Ability to build props using electrical motors, actuators, switches, lighting components and circuits.
- "10090 hours 11. Rigging: All types of rigging and construction used by the prop maker in the motion picture industry.
- "50 hours 12. TIG Welding: Proper preparation of metal to be welded, knowledge of metal content and identification of metals to be welded and proper filler for each metal.
- "150140 hours 13. Hydraulics and Pneumatics: Knowledge of system elements, set up, safety and limitations and the proper applications of each technology.
- "90 hours 14. CNC machining and 3D printing: Proficiency in programming and operating a range of CNC machinery and 3D printing platforms for work within the jurisdiction of Local 44."

9. **Armorer**

The Industry-Wide Labor-Management Safety Committee shall discuss the establishment of appropriate qualifications for Armorers during the term of the Agreement, with the first meeting to occur no later than October 31, 2024.

10. **Housekeeping**

Update the roster placement language in Paragraph 68(a)(2) and (8) to: (a) eliminate the obsolete "90-days with more than one Producer" roster placement language and (b) clarify that at least thirty (30) actual workdays collectively with one or more Producers engaged in Los Angeles County (instead of "a Producer"), as follows:

"(2) Coordinators

"This includes Coordinators who on July 31, 2021 were on said Industry Experience Roster.

- "(i) Producer shall record in its records: (A) the name of each person employed after July 31, 2021 as a Coordinator who performs services in the Coordinator classification for a total thereafter of at least thirty (30) actual workdays collectively with one or more than one Producers engaged in the production of motion pictures in the motion picture industry in Los Angeles County; (B) the name of each individual employed as a foreman who substantially performed the duties set forth in Sideletter 1 of this Agreement for thirty (30) days with one Producer or for ninety (90) days with more than one Producer, during the period January 1, 1987 to and including December 31, 1988; and (C)(B) the name of each person who was employed as a foreman in the construction crafts for a two-year period, provided that all such workdays were performed within a twenty-four (24) consecutive month period immediately preceding the date of his submitting an application to be placed on the Industry Experience Roster as a Coordinator. Any person claiming eligibility shall have the burden of establishing and proving that he has fulfilled the above work requirements. In the future, persons with work experience equivalent to that described in the first sentence of this paragraph shall also be eligible for placement on the Industry Experience Roster as a Coordinator.
- "(ii) Producers will seek to recruit Coordinators either from among (1) Local 44 Prop Makers; or (2) persons who, in the Producer's opinion, are qualified.
 - "(iii) There shall be no requirement to employ a Coordinator.

* * *

"(8) Periodically, the parties will re-examine the number of persons in Group 1, as warranted under subparagraph (a) above, and if there are insufficient qualified available persons in any of such classifications to fill the needs of the motion

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picture industry, the parties shall mutually agree upon new qualifying standards for placement on the Industry Experience Roster.

"Additions to Industry Group 1 shall be as follows:

"The Producer shall record in its records the names of such persons who perform services in any of the job classifications listed above, covered by this Agreement, for a total thereafter of at least thirty (30) actual workdays collectively with one or more than one Producers engaged in the production of motion pictures in the motion picture industry in Los Angeles County. In addition, any individual who has worked as a Lead Person under this Agreement for a total of at least 720 hours shall be eligible for placement on the Industry Experience Roster as a Set Decorator, provided that all such work hours were performed within a period of twelve (12) consecutive months immediately preceding the date of his submitting an application to be placed on said Industry Experience Roster."

FOR THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT "A" ATTACHED HERETO AND THOSE PRODUCERS WHICH HAVE EFFECTIVELY CONSENTED TO BE PART OF THE SAID MULTI-EMPLOYER BARGAINING UNIT

Date: august 7, 2124

Carol A. Lombardini

Carol A. Lombardini
President, AMPTP

FOR THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA

Matthew D Loeb

International President

AFFILIATED PROPERTY CRAFTSPERSONS LOCAL 44

Tobey Bays 4

Business Representative

EXHIBIT "A" AMPTP-represented Companies

12:05 AM Productions, LLC 1440 Productions LLC 20th Century Studios, Inc.

300 Pictures, Inc.

40 North Productions, LLC 4423 Productions LLC

50/50 Studio Productions, LLC

7 Friends Pictures Inc.

A Little Bit Fuzzy Productions, LLC

ABC Signature, LLC

ABC Studios New York, LLC

Abominable Pictures Inc.

Academy Lighting Consultants, Inc Academy of Motion Picture Arts and

Sciences

Adobe Pictures, Inc.

AE Ops, LLC

Alameda Productions, LLC Alcon Entertainment, LLC Alive and Kicking, Inc.

Ambient Sounds Productions LLC

American Costume Corp.

AOH Special, Inc. Apple Studios LLC

Apple Studios Louisiana LLC

Arteraft Productions Inc. Ascension Films Inc. Aspect Ratio, Inc.

Atelier Eidos Inc. dba Bill Hargate

Costumes

Atlantic Pictures, LLC

Backlight Productions LLC
Base Light Productions LLC
B-Cam Productions LLC
Beachwood Services, Inc.

Big Indie Pictures, Inc. Big Ticket Television Inc. Black Label Media, LLC Bonanza Productions Inc.

Breakout Kings Productions LLC
Brightstar TFCF Productions LLC

Broken Foot Production, Inc.

Bronson Avenue LLC BTW Productions, Inc. Bumper Productions LLC

Camdrew Productions LLC Canada Premiere Pictures Inc.

Capital Concerts, Inc.

Carnival Row Productions, LLC Cartoon Network Studios, Inc.

Cast & Crew Production Services, LLC

Castle Rock Pictures, Inc.

CBB Productions CBS Studios Inc.

Century Productions LLC
Charlestown Productions LLC
Chime Productions, LLC

ChubbCo FilmCo Classic Films Inc.

Columbia Pictures Industries, Inc. Corrado Mooncoin Holdings LLC

Country Music Association, Inc.

CPT Holdings, Inc. Cranetown Media LLC Create Harmony Media Inc. Crews Unlimited II Inc

Crown City Pictures Inc.

Culture Crew Productions, Inc.

Cush Light LLC

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Dae Light Media, LLC

Delta Blues Productions LLC

Digital 49 Productions, Inc.

DreamWorks Animation Television Post-

Production, LLC

DreamWorks Post-Production L.L.C.

Dutch Boy Productions, LLC

DW Dramatic Television L.L.C.

DW SKG TV L.L.C.

DW Studios Productions L.L.C.

Dyminium Productions, LLC

Electric Entertainment, Inc.

EPSG Management Services

Extreme Reach Productions Payroll, Inc.

Eye Productions Inc.

Favian Wigs Inc.

Film 49 Productions, Inc.

Finnmax, LLC

Focus Features Productions LLC

Fox Alternative Entertainment, LLC

Fox Studio Lot, LLC

Frank & Bob Films II, LLC

Frankie and Jude Productions, LLC

FRB Productions, Inc.

FTP Productions, LLC

Gemini 3 Productions, Inc.

Goldcrest Features, Inc.

Goodnight Industries, Inc. dba Goodnight

and Company

Grass Skirt Digital Productions, Inc.

Green Set Inc.

GWave Productions, LLC

Hazardous Productions, LLC

Honest Scholar Productions LLC

Hop, Skip & Jump Productions, Inc.

Horizon Scripted Television Inc.

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Hostage Productions, Inc.

Hydronaut Productions, LLC

Inclined Productions, Inc.

Island Studios, LLC fka Island Film Studios,

LLC

It's Possible Productions, LLC

Jax Media, LLC

Jay Squared Productions LLC

JC Backings Corporation

JMX, LLC

Kapital Productions, LLC

Ken Ehrlich Productions, Inc.

Kenwood TV Productions, Inc.

Keystone TV Productions LLC

Kiki Tree Pictures Inc.

Legendary Features Productions US, LLC

Legendary Pictures Productions LLC

Legendary Television Animation, LLC

Lennox House Pictures Inc.

LGTV Productions, Inc.

Lightsavior Productions LLC

Lime Grove Productions, LLC

Linear Productions LLC

Lions Gate Productions, LLC

Liquid Music, Inc.

Louisiana Premiere Productions LLC

Lucid Studios Inc.

Madison Productions, Inc.

Main Gate Productions LLC

Main Lot Productions LLC

Marilyn J. Madsen

Marvel Film Productions LLC

Marvel Picture Works LLC

Media Services Processing, LLC

Mesquite Productions, Inc.

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Metro-Goldwyn-Mayer Pictures Inc.

MGM Television Entertainment Inc.

Milk Street Productions, LLC

Minassian Productions Inc.

Minim Louisiana Productions, LLC

Minim Productions, Inc.

Mountainair Films Inc.

MRZ Sound Inc dba Martell Sound

Mutiny Pictures Inc.

Nametag Production Inc.

Netflix Animation, LLC

Netflix Productions, LLC

Netflix Series Animation, LLC

Netflix Studios, LLC

New Line Productions, Inc.

New Regency Productions, Inc.

Next Step Productions LLC

Nila Inc.

Ninjutsu Pictures, Inc.

NM Talent Inc.

NS Pictures, Inc.

Old School Productions LLC

Olive Avenue Productions LLC

Olive Productions, LLC

On The Brink Productions, Inc.

One Eighty Productions LLC

Onyx Collective Productions, Inc.

Open 4 Business Productions LLC

Orange Cone Productions LLC

Orchard Road Productions, LLC

Over the Pond Productions, Inc.

Pace Pictures LLC

Pacific 2.1 Entertainment Group, Inc.

Palladin Productions LLC

Paradise Productions, Inc.

Parallax TV Productions LLC

Paramount Overseas Productions, Inc.

Paramount Pictures Corporation

Paramount Worldwide Productions, Inc.

Pat & Mike Productions, Inc.

Patch Bay Productions LLC

Picrow Inc dba Pictures in a Row

Picrow Streaming Inc.

Pitch Black Development, LLC

PP21 Productions LLC

Produced Bayou, Inc.

Production Partners, Inc.

Program Productions, Inc.

Proximity Productions LLC

Purple Tally Productions, Inc.

Quest Productions, Inc.

R/H Factor, Inc.

Radford Graphics, LLC

Random Pictures Inc.

Raquel Productions Inc.

Rat Pac Controls Services Inc.

Red Zone Pictures, Inc.

Redemption Pictures, Inc.

Remote Broadcasting, Inc.

Renato Basile Entertainment, Inc.

Reunion 2017 LLC

River Road Entertainment Productions, LLC

Riverboat Productions, LLC

Rocart Inc.

Rose City Pictures, Inc.

Rozar Pictures, LLC

Ruff Draft Productions, LLC

S&K Pictures, Inc.

Salt Spring Media, Inc.

Salty Pictures, Inc.

Scenic Express, Inc.

Scope Productions, LLC

Screen Gems Productions, Inc.

Serendipity Productions, Inc.

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Shovel Buddies, LLC

Signature Post Services LLC Singular Productions LLC

Skycrew Sports Productions, LLC

Skydance Animation, LLC Skydance Features, LLC Skydance Pictures, LLC SLO Productions Inc. Smallville Studios Inc. Sony Pictures Studios, Inc.

Sound One, Inc

South Circle Productions LLC South Lake Audio Services, LLC South Rock Productions LLC

Spectral Motion, Inc.

Spellman Desk Company, Inc

Stage 6 Films, Inc. Stage Call Inc.

Stalwart Productions LLC Stash Productions Inc. Stinger Productions LLC Stitch Costume LLC

Story Ink, Ltd. Storybuilders, LLC

Storyteller Production Co., LLC dba Amblin

Partners

Stu Segall Productions, Inc. Studio Productions, Inc.

Studios Competition Productions, LLC

Take Note, Inc

The Dawgs Sound Design, Inc.

The Lippin Group Inc The Power LLC

Theatrical Resources, LLC Theoretical Pictures, Inc. Topanga Productions, Inc. **Tough House Productions**

TPS Production Services, LLC

Trackdown Productions, Inc.

Triple Horse Studios LLC Triple Point Productions LLC

Turner Films, Inc. TVM Productions, Inc.

Twentieth Century Fox Film Corporation

dba 20th Television

Uncle Easy Productions LLC Universal Animation Studios LLC Universal City Studios LLC

Universal Content Productions LLC Upside Down Productions Inc.

Valkyrie of Iron, LLC.

Vertical Hold Productions LLC

Volt Lites, Inc.

WAG Pictures Inc.

Walden Media Productions LLC

Walk by Faith Film, LLC Walt Disney Pictures

Warner Bros. Animation Inc.

Warner Bros. Advanced Media Services,

Inc.

Warner Bros. Pictures

Warner Bros. Studio Operations

Warner Bros. Television

Warner Specialty Productions Inc.

Warner Specialty Video Productions Inc.

Waveform Productions LLC Westwind Studios, LLC wiip Productions, LLC Wild Canary Animation, Inc. Woodridge Productions, Inc.

XOF Studios, LLC

YNFS Productions LLC

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