

MEMORANDUM OF AGREEMENT
between the
NEW YORK PRODUCTION LOCALS
(IATSE LOCALS 52, 600, 700, 764, 798 & USA 829)
and STAMFORD MEDIA CENTER & PRODUCTIONS LLC

The following shall constitute the agreed-upon changes (“Agreement”) to the collective bargaining agreement between Stamford Media Center & Productions LLC (“Employer”) and the following New York Production Locals: IATSE Locals 52, 600, 700, 764, 798 & USA 829 (“Local Unions”). The changes to the Agreement are effective the first Sunday following the date the Employer receives notice of ratification, unless a contrary date is specified, in which case such provision shall be effective as of the date so specified.

1. **Term.** Three year term, effective August 1, 2022 up to and including July 31, 2025.
2. **Wages.** Minimum scale rates are increased annually on the anniversary date of the Agreement as follows (see attached wage rates):
 - Effective August 1, 2022 (retroactive): 3%
 - Effective August 1, 2023: 3%
 - Effective August 1, 2024: 3% (on a non-citable and non-precedential basis, the Employer will apply the general, across-the-board increase from the Videotape Electronics Supplemental Basic Agreement effective October 1, 2024, if greater).

All wage increases shall be compounded.

3. **Benefit Plan Contributions.** For the term of this Agreement, Benefit Plan Contributions shall be made as follows:
 - A) Benefit contributions for employees represented by Locals 764, 798, and USA829 shall be made as provided for established television Series in each individual Local Union’s then current Theatrical & Television Motion Picture Agreement with the Major Producers.
 - B) Benefit contributions for employees represented by Locals 52, 600, and 700 shall continue to be made at the contribution rates provided for in the then current Producer-IATSE Basic and Local Union Agreements, and the then current Local 52 Feature and Television Production Contract with Major Producers, to the MPIP and IAP Plans or IATSE National Benefit Funds as appropriate.

- C) Benefit contributions on behalf of members of IATSE Local 100 shall continue to be paid to the IATSE National Benefit Funds National Pension Plan C, National Health & Welfare Plan C and the National Annuity Fund at an amount equal to the then current aggregate total paid on behalf of other bargaining unit employees to the MPIPHP and IAP Plans or IATSE National Benefit Funds as appropriate.
4. **Holidays.** Effective January 1, 2023, Martin Luther King Jr. Day shall be added as a holiday and the unworked holiday percentage for daily and weekly employees shall increase from 3.719% to 4% for the term of the Agreement.
5. **Paid Sick Leave.** The following is applicable to employees working under this Agreement:
- A) **Accrual.** Commencing [*insert the first date that is the first Sunday after 60 days following SMC's receipt of notice of ratification*], 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. (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 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, 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.)
- B) 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 (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 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 provision.

C) For employees employed on a daily basis, a day of sick leave pay shall be equal to eight (8) hours' pay at the employee's straight time hourly rate. If a four (4) hour increment of sick leave is taken, the employee shall be paid four (4) hours of pay at the employee's straight time hourly rate. For weekly employees (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 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.

D) 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.

E) 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.

F) 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 provision. 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 eligibility periods and the cap on accrual set forth in subparagraph (B) 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 as provided in subparagraph (A) above. Employer also shall notify the Local Unions of the name and contact information of the designated Employer representative or department.

- G) 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 his or her right to use paid sick leave.
- H) Any dispute with respect to sick leave for employees covered under this Agreement shall be subject to the parties' grievance and arbitration procedures provided therein.
- I) Connecticut State Law Re Sick Leave Does Not Apply; Other Laws

The parties expressly recognize that Connecticut State Law re Sick Leave (Connecticut General Statute Section 31-57r *et seq.*) does not apply to employees employed under this Agreement. The Local Unions waive, to the full extent permitted by law, any other ordinance, statute or law requiring paid sick leave that applies to employees working under this Agreement and is hereafter enacted.

6. Diversity, Equity and Inclusion.

- A) Statement of Commitment. Acknowledging the critical importance of diversity, equity, and inclusion in the entertainment industry, the Employer and the Local Unions 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, equitable, and diverse workforce in the motion picture industry. Historically, "underrepresented populations" have traditionally been defined as women, racial and ethnic minorities, LGBTQIA, persons with a disability and other protected categories; however, underrepresented classifications may vary per craft.

In furtherance of this commitment, the Employer, in partnership with the Local Unions, seeks 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 2022 negotiations, the parties discussed the efforts that have been made by the Employer and the Local Unions to obtain information about the personal characteristics of their employees and membership through voluntary self-identification. The IATSE, along with the Local Unions, and the Employer 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, the IATSE and the Local Unions agree to encourage their members to voluntarily self-identify when requested to do so by a Local Union, the IATSE, or the Employer, including when members are completing new membership paperwork for a Local Union or start paperwork for an Employer.

To the extent that a Local or the IATSE has aggregated diversity statistics concerning Local-covered employees, the Local agrees to share the information with the Employer upon request, or shall authorize the IATSE to share the information with the Employer, but no more frequently than twice per year. To the extent that the Employer has aggregated diversity statistics concerning Local-covered employees, the Employer agrees to share the information with the Local upon request, but no more frequently than twice per year.

- C) Joint Training Program Opportunities and Joint Mentorship Program. In connection with the parties' commitment to diversity, equity and inclusion as set forth in this provision, Employer and Union may 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. Any such program may vary depending on the experience of the candidates and the duties of the classification for which the training is provided, and shall be subject to the following: (1) the Department Head's consent to the placement of the trainee in the department; (2) the trainee is an additional hire to an otherwise fully-staffed department; (3) no more than one trainee is assigned to the department at a time; and (4) the Employer shall notify the applicable Local Union when it hires a trainee.

7. Weather Permitting Calls. Modify the Agreement as follows:

A) Cancellation

The Employer shall provide a minimum notice of seventy-two (72) hours before canceling a call. When no notice is given, the call shall be considered in effect and binding on the Employer to pay for same, subject to the exceptions listed in (B) and (C) below.

B) Weather Permitting Call

The Employer may issue a "weather-permitting call" for extreme heat, extreme cold, extreme wind, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions or hurricanes to an employee prior to the employee's dismissal for the day, subject to the following: (1) for persons not on payroll, the call may not be cancelled; and (2) calls for the first day of an employee's next workweek for Daily employees cannot be cancelled after 6:00 p.m. on the fifth day of the preceding workweek or after dismissal, whichever is later. The Employer shall provide notice to the Local Unions upon the issuance of the call. Inadvertent failure to provide notice to the Local Unions is not subject to grievance and arbitration.

The Employer may cancel the call up to four (4) hours prior to the employee's call time. 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 if employed by the day or one-tenth (1/10th) of the weekly rate if employed by the week (including on call employees), which shall be subject to fringe contributions (e.g., the benefit contribution rates for established television series set forth in the then current Locals 764, 798, or USA829 Theatrical & Television Motion Picture Agreement with the Major Producers; the benefit contribution rates set forth in the then current Producer-IATSE Basic and Local Union Agreements for Locals 600 and 700, as well as the benefit contribution rates set forth in the then current Local 52 Feature and Television Production Contract with Major Producers, to the MPIPHP and IAP Plans or IATSE National Benefit Funds as appropriate). With respect to those contributions or portions of contributions that are calculated at a "per hour" rate, and those contributions or portions of contributions that are calculated as a percentage of the applicable straight time hourly scale rate of pay, such contributions shall be made on the basis of four (4) hours. With respect to those contributions or portions of contributions that are calculated at a "per day" rate, the Employer shall contribute one-third (1/3) of the "per day" rate.

However, if the notification is untimely, the employee shall be paid for an eight (8) hour minimum call (or the applicable minimum call if less than eight (8) hours), which shall be subject to fringe contributions.

The Local Unions agree that they will give good faith consideration to a request by the Producer to issue a "weather-permitting" call under this provision for other weather conditions.

C) Force Majeure

In the event of a Force Majeure, defined as riot, war, fire, earthquake, snow, sleet, ice storms, hurricane, flood, or governmental regulation or order in a national emergency, the Employer may request a waiver from a designated representative of the Local Unions to cancel work calls with a minimum notice of twenty-four (24) hours provided:

- (i) If, at the time of a call, the employee called is not on the employer's payroll, such call may not be cancelled.
- (ii) calls for the first day of an employee's next workweek for Daily employees cannot be cancelled after 6:00 p.m. on the fifth day of the preceding workweek or after dismissal, whichever is later.

8. **Notice.** The Employer shall provide written notice to the Local Unions signatory to this Agreement with the following information for each television motion picture on which employees are employed under this Agreement no later than two (2) weeks after opening a production office for such motion picture. Inadvertent failure to provide the notice is not subject to grievance and arbitration.

Such notice shall contain at least the following information, if known:

- (a) Project title;
- (b) Production Compan(ies), if different from the Employer;
- (c) If episodic, the number of episodes in the initial order;
- (d) Production office address and phone number;
- (e) Line Producer/Labor Relations contact(s) with phone number(s) and email address(es);
- (f) Payroll service, if applicable.

For episodic series, it is understood and agreed that the foregoing requirement is satisfied by providing a notice at the commencement of production of the first season of such episodic series.

9. **Direct Deposit.** The Employer shall reissue the notice regarding direct deposit, which is also currently available in start paperwork.

10. **Existing Terms.** All other terms and conditions of the current Agreement between Stamford Media Center & Productions LLC and the New York Production Locals (IATSE LOCALS 52, 600, 700, 764, 798 & USA 829) shall be applicable.

AGREED AND ACCEPTED by Authorized Representatives of:

Guanna Auriguz

Stamford Media Center & Productions LLC

Date: March 21, 2023

William Blatt

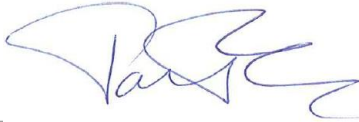
IATSE Local 52

Date: March 15, 2023

Chaim Kantor

IATSE Local 600

Date: March 10, 2023

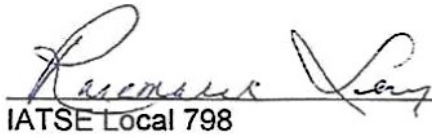


IATSE Local 700

Date: March 15, 2023

IATSE Local 764

Date: _____, 2023



IATSE Local 798


Date: 3/15, 2023

United Scenic Artists Local 829

Date: _____, 2023

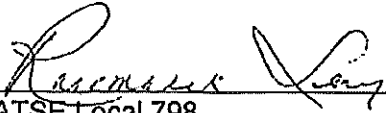
IATSE Local 700

Date: _____, 2023



IATSE Local 764

Date: 3/20, 2023



IATSE Local 798

Date: 3/15, 2023



United Scenic Artists Local 829

Date: 03/15/2023, 2023

Daily	8/1/22 – 7/31/23	8/1/23 – 7/31/24	8/1/24 – 7/31/25	(unless higher in the Videotape, consult the MOA)
<u>Local 52</u>				
Audio Mixer	\$ 789.53 /8 hrs	\$ 813.22 /8 hrs	\$ 837.62 /8 hrs	
In-House Mixer	\$ 553.44 /8 hrs	\$ 570.04 /8 hrs	\$ 587.14 /8 hrs	
PA	\$ 552.67 /8 hrs	\$ 569.25 /8 hrs	\$ 586.33 /8 hrs	
A-1	\$ 789.67 /8 hrs	\$ 813.36 /8 hrs	\$ 837.76 /8 hrs	
A-2	\$ 552.67 /8 hrs	\$ 569.25 /8 hrs	\$ 586.33 /8 hrs	
Sound Utility	\$ 515.46 /8 hrs	\$ 530.92 /8 hrs	\$ 546.85 /8 hrs	
Tape Operator	\$ 740.30 /8 hrs	\$ 762.51 /8 hrs	\$ 785.39 /8 hrs	
Teleprompter	\$ 534.07 /8 hrs	\$ 550.09 /8 hrs	\$ 566.59 /8 hrs	
First Aid Employee	\$ 461.20 /8 hrs	\$ 475.04 /8 hrs	\$ 489.29 /8 hrs	
<u>Local 600</u>				
Engineer/DIT	\$ 742.26 /8 hrs	\$ 764.53 /8 hrs	\$ 787.47 /8 hrs	
Chyron Operator	\$ 671.21 /8 hrs	\$ 691.35 /8 hrs	\$ 712.09 /8 hrs	
Cameraperson	\$ 641.59 /8 hrs	\$ 660.84 /8 hrs	\$ 680.67 /8 hrs	
Camera Utility	\$ 515.46 /8 hrs	\$ 530.92 /8 hrs	\$ 546.85 /8 hrs	
<u>Local 700</u>				
Technical Director	\$ 789.67 /8 hrs	\$ 813.36 /8 hrs	\$ 837.76 /8 hrs	
Editor	\$ 582.45 /8 hrs	\$ 599.92 /8 hrs	\$ 617.92 /8 hrs	
Avid Editor	\$ 582.45 /8 hrs	\$ 599.92 /8 hrs	\$ 617.92 /8 hrs	
Assistant Editor	\$ 450.96 /8 hrs	\$ 464.49 /8 hrs	\$ 478.42 /8 hrs	
<u>Local 764</u>				
Key Wardrobe	\$ 499.46 /8 hrs	\$ 514.44 /8 hrs	\$ 529.87 /8 hrs	
Asst. Wardrobe	\$ 446.17 /8 hrs	\$ 459.56 /8 hrs	\$ 473.35 /8 hrs	
<u>Local 798</u>				
Hair	\$ 789.67 /8 hrs	\$ 813.36 /8 hrs	\$ 837.76 /8 hrs	
Makeup	\$ 789.67 /8 hrs	\$ 813.36 /8 hrs	\$ 837.76 /8 hrs	
Asst. Hair & Makeup	\$ 512.93 /8 hrs	\$ 528.32 /8 hrs	\$ 544.17 /8 hrs	
<u>Local USA829</u>				
Art Director	\$ 3,835.01 /wkly on-call	\$ 3,950.06 /wkly on-call	\$ 4,068.56 /wkly on-call	
Asst. Art Director	\$ 571.28 /8 hrs	\$ 588.42 /8 hrs	\$ 606.07 /8 hrs	
Art Dept. Coordinator	\$ 372.17 /8 hrs	\$ 383.34 /8 hrs	\$ 394.84 /8 hrs	
Costume Designer	\$ 3,835.01 /wkly on-call	\$ 3,950.06 /wkly on-call	\$ 4,068.56 /wkly on-call	
Asst. Costume Designer	\$ 499.46 /8 hrs	\$ 514.44 /8 hrs	\$ 529.87 /8 hrs	
Charge Scenic Artist	\$ 671.21 /8 hrs	\$ 691.35 /8 hrs	\$ 712.09 /8 hrs	
Journey Scenic Artist	\$ 552.67 /8 hrs	\$ 569.25 /8 hrs	\$ 586.33 /8 hrs	
Utility Shop Person	\$ 321.91 /8 hrs	\$ 331.57 /8 hrs	\$ 341.52 /8 hrs	

Weekly	8/1/22 – 7/31/23	8/1/23 – 7/31/24	8/1/24 – 7/31/25	(unless higher in the Videotape, consult the MOA)
<u>Local 52</u>				
Audio Mixer	\$ 3,750.25 5-days	\$ 3,862.80 5-days	\$ 3,978.70 5-days	
In-House Mixer	\$ 2,628.85 5-days	\$ 2,707.70 5-days	\$ 2,788.90 5-days	
PA	\$ 2,625.20 5-days	\$ 2,703.95 5-days	\$ 2,785.05 5-days	
A-1	\$ 3,750.95 5-days	\$ 3,863.45 5-days	\$ 3,979.35 5-days	
A-2	\$ 2,625.20 5-days	\$ 2,703.95 5-days	\$ 2,785.05 5-days	
Sound Utility	\$ 2,448.45 5-days	\$ 2,521.85 5-days	\$ 2,597.55 5-days	
Tape Operator	\$ 3,516.45 5-days	\$ 3,621.90 5-days	\$ 3,730.60 5-days	
Teleprompter	\$ 2,536.85 5-days	\$ 2,612.95 5-days	\$ 2,691.30 5-days	
First Aid Employee	\$ 2,190.70 5-days	\$ 2,256.45 5-days	\$ 2,324.15 5-days	
<u>Local 600</u>				
Engineer/DIT	\$ 3,525.75 5-days	\$ 3,631.50 5-days	\$ 3,740.50 5-days	
Chyron Operator	\$ 3,188.25 5-days	\$ 3,283.90 5-days	\$ 3,382.45 5-days	
Cameraperson	\$ 3,047.55 5-days	\$ 3,139.00 5-days	\$ 3,233.20 5-days	
Camera Utility	\$ 2,448.45 5-days	\$ 2,521.85 5-days	\$ 2,597.55 5-days	
<u>Local 700</u>				
Technical Director	\$ 3,750.95 5-days	\$ 3,863.45 5-days	\$ 3,979.35 5-days	
Editor	\$ 2,766.65 5-days	\$ 2,849.60 5-days	\$ 2,935.10 5-days	
Avid Editor	\$ 2,766.65 5-days	\$ 2,849.60 5-days	\$ 2,935.10 5-days	
Assistant Editor	\$ 2,142.05 5-days	\$ 2,206.35 5-days	\$ 2,272.50 5-days	
<u>Local 764</u>				
Key Wardrobe	\$ 2,372.45 5-days	\$ 2,443.60 5-days	\$ 2,516.90 5-days	
Asst. Wardrobe	\$ 2,119.30 5-days	\$ 2,182.90 5-days	\$ 2,248.40 5-days	
<u>Local 798</u>				
Hair	\$ 3,750.95 5-days	\$ 3,863.45 5-days	\$ 3,979.35 5-days	
Makeup	\$ 3,750.95 5-days	\$ 3,863.45 5-days	\$ 3,979.35 5-days	
Asst. Hair & Makeup	\$ 2,436.40 5-days	\$ 2,509.50 5-days	\$ 2,584.80 5-days	
<u>Local USA829</u>				
Art Director	\$ 3,835.01 /wkly on-call	\$ 3,950.06 /wkly on-call	\$ 4,068.56 /wkly on-call	
Asst. Art Director	\$ 2,713.60 5-days	\$ 2,795.00 5-days	\$ 2,878.85 5-days	
Art Dept. Coordinator	\$ 1,767.80 5-days	\$ 1,820.85 5-days	\$ 1,875.50 5-days	
Costume Designer	\$ 3,835.01 /wkly on-call	\$ 3,950.06 /wkly on-call	\$ 4,068.56 /wkly on-call	
Asst. Costume Designer	\$ 2,372.45 5-days	\$ 2,443.60 5-days	\$ 2,516.90 5-days	
Charge Scenic Artist	\$ 3,188.25 5-days	\$ 3,283.90 5-days	\$ 3,382.45 5-days	
Journey Scenic Artsit	\$ 2,625.20 5-days	\$ 2,703.95 5-days	\$ 2,785.05 5-days	
Utility Shop Person	\$ 1,529.05 5-days	\$ 1,574.95 5-days	\$ 1,622.20 5-days	