

November 17, 2021

**MEMORANDUM OF AGREEMENT OF OCTOBER 1, 2021
FOR THE PRODUCER – I.A.T.S.E. AND M.P.T.A.A.C.
VIDEOTAPE ELECTRONICS SUPPLEMENTAL BASIC AGREEMENT**

This Memorandum of Agreement is entered into between the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, on the one hand, and the Alliance of Motion Picture and Television Producers, on behalf of those Producers listed in Exhibit “A” attached hereto, on the other hand, and reflects the complete understanding reached between the parties as to the terms of the successor Agreement to the Producer-I.A.T.S.E. and M.P.T.A.A.C. Videotape Electronics Supplemental Basic Agreement of 2018 (“the 2018 Videotape Agreement”).

Provided that the AMPTP receives notice of ratification on or before November 30, 2021, 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.

All of the terms and conditions of the 2018 Videotape Agreement shall remain unchanged, except as modified below and subject to conforming changes:

1. Term

The term of the 2021 Videotape Agreement shall be for three (3) years, commencing on October 1, 2021 and terminating on September 30, 2024.

2. Wage Rates

Increase wage rates for all productions covered under the Videotape Agreement to which the Videotape Agreement wage rates apply as follows:

By 3% effective October 3, 2021;
By an additional 3% effective October 2, 2022; and
By an additional 3% effective October 1, 2023.

These increases shall be compounded.

3. **Pension, Welfare and Miscellaneous**

- a. *Modify Article 34 (Pension, Welfare and Miscellaneous) as follows:*

“34. PENSION, WELFARE AND MISCELLANEOUS

“The provisions of Article VI (‘Insignia of IATSE’), VIII (‘Foremen and Supervisory Employees’), XII (‘Health Plan’), XIII (‘Pension Plan’), XIII A (‘Motion Picture Industry Individual Account Plan’), XIV (‘Motion Picture Industry Health Plan - Retired Employees Fund’), XV (‘Producer Retirement Plans’), XVI (‘Report of Locations and Production Schedules’), XX (‘Policy, Applicability of Agreement and Subcontracting’) and XXV (‘Contract Services Administration Trust Fund’), as contained in the ‘Producer - I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement of 2021-2018’ shall be deemed incorporated herein with the same force and effect as if fully set forth herein for the period October 1, 2021 ~~2018~~ through September 30, 2024 ~~2021~~, except that the increases in the contribution rates to the Health Plan shall be effective October 3, 2021 (in lieu of August 1, 2021), October 2, 2022 (in lieu of July 30, 2022) and October 1, 2023 (in lieu of July 30, 2023). ~~the increases in the contribution rates to the Health Plan shall be effective September 30, 2018 (in lieu of July 29, 2018), September 29, 2019 (in lieu of August 4, 2019) and October 4, 2020 (in lieu of August 2, 2020), and the increases in the contribution rates to the Contract Services Administration Trust Fund shall be effective September 30, 2018 (in lieu of July 29, 2018) and October 4, 2020 (in lieu of August 2, 2020).~~⁶

“In addition, effective January 16, 2019, Producer shall contribute to the IATSE Training Trust Fund ("IATTF") on behalf of employees for whom contributions to CSATF are not otherwise due as provided above. The contribution rate to the IATTF shall be as provided in, and subject to the same conditions as set forth in, the then-current Theatrical and Television Motion Picture Area Standards Agreement (‘ASA’), which rate is fifteen cents (\$0.15) per hour during the term of this Agreement for each hour worked by such employee up to a maximum of twelve (12) hours per day.

“(a) Pay Television, Videodisc/Videocassette Markets

“If and when a program which has been produced primarily for the pay television and/or the videodisc/videocassette markets is subsequently broadcast on free television, the Producer will pay to the Motion Picture Industry Pension Plan four and five-tenths percent (4.5%) of the ‘Producer’s gross,’ as that

⁶~~The pension contribution rate increases specified herein are effective on the date(s) specified in the Basic Agreement for employees employed on one-half hour prime time dramatic programs recorded digitally.~~

term is defined in Article XXVIII(b)(1)(ii) of the 'Producer - I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement of 2021 2018.'"

Make conforming changes.

b. *Update the references to the "2018 Basic Agreement" as provided in Item 3.a. above and as follows:*

i. *First "Whereas Clause" on page 5 of the Videotape Agreement:*

"WHEREAS, the Producer and the IATSE have heretofore mutually executed agreements entitled the 'Producer-I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement of 2021 2018,' effective August 1, 2021 2018, and a Memorandum of Agreement for the Producer-I.A.T.S.E. and M.P.T.A.A.C. Videotape Electronics Supplemental Basic Agreement of 2021 2018; and"

ii. *Article 1(f)(1) of the Videotape Agreement:*

"(1) Wage scales shall be as set forth in the Basic Agreement and in the 2021 2018 West Coast Studio Local Agreements;

"(2) Working conditions shall be as set forth in this Agreement, except that the 'Call backs' and 'Night Premiums' provisions of the 2021 2018 West Coast Studio Local Agreements shall apply to employees (other than "on call" employees) employed on one-half hour single camera prime time dramatic television motion pictures recorded digitally;"

iii. *First paragraph of Article 4 of the Videotape Agreement:*

"4. RECOGNITION

"The Producer recognizes the IATSE as the exclusive collective bargaining representative of all classifications of employees covered by this Agreement, employed by Employer members of the single multi-employer bargaining unit who are parties to this Agreement. The IATSE makes this Agreement on behalf of such employees, the majority of whom the IATSE warrants are members of the IATSE in good standing. The employees covered hereunder are part of the collective bargaining unit established by the 'Producer - I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement of 2021 2018.'"

4. Rest Period

- a. *Modify Article 28 of the Videotape Agreement to provide as follows for employees other than “on call” employees (note that the following is not redlined against the 2018 Agreement) (It is understood and agreed by the parties that the rest period provisions do not apply to “on call” employees):*

“28. CALL-BACKS⁶

“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 the date that is the first Sunday that falls 90 days after the AMPTP’s receipt of notice of ratification]*. Otherwise, Article 28 of the 2018 Agreement shall apply,

“(a) Daily Rest Period

“(1) 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 zone (or secondary studio zone), 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 26 above.

“(2) Intervening time of less than five (5) hours between dismissal and call-back to work shall be work time; intervening time of five (5) or more hours shall not be work time. When intervening time is less than five (5) 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 15.

⁶ The “Call-backs” provisions of the West Coast Studio Local Agreements apply, to the extent provided therein, to employees employed on one-half hour single camera prime time dramatic television motion pictures recorded digitally.

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 22.

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

“(b) Weekend Rest Period⁷

“(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

“(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

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

“(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.

“(c) Rest periods shall be measured from: (1) dismissal when the employee is employed in the studio or studio zone; (2) the time the employee is deemed to have reached the perimeter of the Los Angeles thirty-mile zone for employees working in the secondary studio zone; or (3) the time the employee is deemed to have reached the place of reporting when working on a nearby location.”

Make conforming changes, including the following:

Modify subparagraph (b) of Article 26 ("Golden Hour Provision") to provide: "(b) Except with respect to the daily rest period as provided in Article 28(a), once ~~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 26 ("Golden Hour Provision") to provide: "This subparagraph (b) does not apply to the weekend rest period provisions in Article 28(b)."

- b. *Modify Article 30 of the Videotape Agreement to provide as follows for employees other than "on call" employees (note that the following is not redlined against the 2018 Agreement)(It is understood and agreed by the parties that the rest period provisions do not apply to "on call" employees):*

"30. 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 30 of the 2018 Agreement shall apply.

"(a) Daily Rest Period on Distant Location

"(1) 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 26 above.

"(2) Intervening time of less than five (5) hours between dismissal and call-back for to-work shall be work time; intervening time of five (5) or more hours shall not be work time. When intervening time is less than five (5) 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 15.

“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 Location¹

“Article 28(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.

5. Meals

- a. Producers and the IATSE agree to work with the DGA and/or production executives in an effort to ensure that employees covered by the Videotape Agreement are provided the opportunity to take contractually-prescribed meal breaks. A meeting of representatives of the AMPTP, IATSE and DGA to discuss the provision of meal periods to the IATSE in a timely manner shall take place as soon as practicable but in no event later than January 31, 2022.
- b. In addition to the Special Committee process set forth in Article 25 of the “Meal Periods and Meals” provisions of the Videotape Agreement, Producers agree that

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

the IATSE may request meetings on a Producer-by-Producer basis to discuss recurring issues with the provision of meal breaks to employees covered by the Videotape Agreement.

- c. Within thirty (30) days of notice of ratification, the AMPTP will issue a bulletin emphasizing the importance of providing employees with a meal break during the day. The bulletin shall set forth the meal period requirements in Article 25(a)-(d) of the Videotape Agreement.

d. Meal Penalty Increase

Modify Article 25(h)(1) and (2) of the IATSE Videotape Electronic Supplemental Basic Agreement as follows:

“25. MEAL PERIODS AND MEALS

“The meal period provisions below apply to both ‘On Production’ and ‘Off Production’ employees.

“(h) (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 fourth succeeding~~ one-half (½) hour meal
delay or fraction thereof \$12.50

Fifth and each succeeding one-half (½) 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) 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 fourth succeeding~~ one-half (½) hour meal
delay or fraction thereof \$13.50

Fifth and each succeeding one-half (½) 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.”

6. Productions Made for New Media

Renew the Sideletter re: Productions Made for New Media, except delete the following
language from the preamble to the Sideletter re: Productions Made for New Media to the
Videotape Agreement:

~~“When the parties entered into the 2015 negotiations, they mutually understood that the
economics of New Media production were uncertain and that greater flexibility in terms
and conditions of employment was therefore mutually beneficial. The parties understood
that if one or more business models developed such that New Media production became
an economically viable medium, then the parties would mutually recognize that fact in
future agreements:~~

~~“During the 2018 negotiations, in recognition of emerging subscription video-on-demand
services exhibiting mid-budget and high budget dramatic productions, the parties agreed
to modify the terms and conditions for “mid-budget” dramatic productions made for
subscription video-on-demand consumer pay New Media platforms as provided in
Paragraph D. below and the terms and conditions for “high budget” dramatic productions
made for subscription video-on-demand consumer pay New Media platforms as provided
in Paragraph G. below.”~~

7. Martin Luther King Jr. Day

Effective January 1, 2022, Martin Luther King Jr. Day shall be added as a holiday to
Article 31(b) of the Videotape Agreement, and the unworked holiday percentage for daily
and weekly employees shall increase from 3.719% to 4% commencing with the period
January 1, 2022 to and including December 31, 2022, in the period January 1, 2023 to
and including December 31, 2023 and in the period January 1, 2024 to and including
December 31, 2024.

8. Diversity, Equity and Inclusion

Add a new Article 49 to the IATSE Videotape Agreement to provide:

“49. Diversity, Equity and Inclusion

“(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, 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, 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 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 Producers 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 either a Local Union or a Producer, including when members are completing new membership paperwork for a Local Union or start paperwork for a Producer. The IATSE and the Local Unions further agree to share with the AMPTP any diversity statistics that they currently possess or develop in the future.

“(c) Training Program Opportunities. The joint labor-management Diversity, Equity and Inclusion Task Force established by the Sideletter re Diversity, Equity and Inclusion shall form a subcommittee, consisting of IATSE representatives and Producer representatives (hereafter “committee”), to develop and oversee ongoing program(s) for on-the-job training within the motion picture industry in the various job classifications covered by the Videotape Agreement. 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, and may take into consideration training programs already in existence. The goal of the committee is to greatly expand training program opportunities to enhance employment for individuals who are under-represented in this industry. The committee shall meet within thirty (30) days after ratification of the Videotape Agreement.

“(1) Working Internship Program. It is expected that all Local Unions with roster classifications will participate in the following working internship program for entry-level rostered classifications, which will operate in addition to existing training programs.

“(i) Outreach. The committee 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 intern assignments on that company's productions. Producer shall consult and work cooperatively with the Union should it decide to select candidates from a third-party source not previously identified by the committee.

“Individuals enrolled in existing Local Union training programs, training programs through vocational or educational institutions such as Hollywood CPR and LA Trade Tech (and other mutually agreed-upon sources) or individuals identified by Producer or the Union, will continue to be candidates eligible to participate in working intern assignments with Producers or other training in conjunction with such programs.

“(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. All working interns shall be required to take CSATF Safety Training, HP1 and A training before commencing work, which may be accessed through CSATF and IATTF.

“(iii) The Local Union(s) commit to support working interns prior to and/or during the working intern’s assignment.

“(iv) Recognizing the value of a mutual commitment to the success of the working intern, Producers agree that working intern(s) will be assigned to a Department in consultation with and with the support of the Department Head (or other appropriate bargaining unit personnel in the absence of a Department Head). The IATSE and the Local Unions agree to encourage their members to participate in and support the working intern program(s). Once a working intern is placed within a Department, the Department Head and other appropriate bargaining unit personnel shall assist in mentoring, training and developing the working intern, and other crew members likewise shall facilitate opportunities for the working intern to learn.

“(v) Subject to subparagraph (iv) above, and after the working intern completes any pre-training and/or craft orientation, the Producer shall assign the working intern to a production. The working intern may be assigned work on different productions, including productions of entities related to or affiliated with the Producer.

During the assignment, the working intern may learn and perform bargaining unit work within an otherwise fully staffed department. Working interns in this capacity will not displace any crew members working under the terms of the applicable IATSE collective bargaining agreement and will be an additional position in the department. By way of example, if a particular IATSE Local #80-represented grip crew is customarily staffed with four grips, that crew will continue to be staffed with four regular full-time grips and a working intern may be assigned to work with them.

“(vi) During their assignments, working interns must complete a specified number of days (which need not be consecutive) to the satisfaction of the Producer to qualify to work under the minimum rates, terms and conditions of the Videotape Agreement for the roster classification for which they have gained working intern experience. The committee shall determine the minimum number of days necessary for working interns (other than individuals participating in a vocational/educational training program described in subparagraph (2) below) to qualify for such treatment, which shall be no less than thirty (30) and no more than sixty (60) within a twelve (12) consecutive month period. The Producer may determine, in consultation with the Department Head or other appropriate personnel, that additional training is warranted and appropriate. It is understood that the foregoing applies without limitation to the following:

“(A) Local #44 Prop Maker or Property Person
classifications;

“(B) Local #80 Grip and Crafts Service Person
classifications;

“(C) Local #728 Entry Level classification;

“(D) Local #729 Entry Level Painter classification;

“(E) Local #600 Film Loader classification;

“(F) Local #695 Utility Sound Technician Entry Level
(Y-7a) and Video Assist (Y-7) classifications;

“(G) Local #705 classifications; and

“(H) Local #871 Script Supervisor classification.

Additionally, the remaining Local Unions with roster classifications (Local #700, Local #706 and Local #800) will meet with the committee to determine the number of minimum days necessary for working interns to qualify to work under the minimum rates, terms and conditions of the Videotape Agreement for the roster classification for which they have gained working intern experience (other than individuals participating in a vocational/educational training program described in subparagraph (2) below).

“(vii) Producer shall notify CSATF once an individual has completed the working internship to the satisfaction of the Producer. To comply with its commitment set forth in subparagraph (viii) below, the Producer may then assign the individual to work under the minimum rates, terms and conditions of the particular IATSE Local Agreement for which they have gained working intern experience, notwithstanding the availability of eligible individuals from the Industry Experience Roster (“IER”). The individual may be assigned in the same department in which he or she had been working or on another production or in another assignment. The individual will be assigned as a member of the regular crew or the department but will not bump an established member of the regular crew or the department. In the event of a layoff of the regular crew for lack of work, the individual shall be laid off before a rostered member of the regular crew.

“(viii) The Producer commits to offer employment to individuals who completed its working internship program to its satisfaction and who continue to perform to the satisfaction of the Producer to enable them to fulfill the roster placement requirements of thirty (30) days of work (which need not be consecutive) in the classification for which they have gained working intern experience within a twelve (12) consecutive month period following the completion of the working internship on a production that would qualify for roster placement. The Producer may fulfill its commitment by offering the individual employment in an open position in the same department in which he or she had been working, on the same or on another production or another assignment for the Producer or for an entity related to or affiliated with the Producer. The Producer’s commitment does not apply to an individual who fails to perform to the satisfaction of the Producer or who rejects an offer of employment from the Producer.

“The individual must meet the other requirements of the Videotape Agreement concerning union security and safety, harassment prevention and other training prerequisites for roster status, if not completed already, in order to be placed on the IER.

“(2) The parties reaffirm their commitment to seek under-represented individuals for on-the-job training through Hollywood CPR and to expand such programs to other mutually-agreed upon vocational or educational institutions or organizations. Individuals selected for training from such programs shall have the length of the working intern assignment determined by the requirements of the vocational/educational training program. Upon satisfactory completion of the vocational/educational training program, the individuals are immediately eligible to apply for placement on the IER, provided that the individual fulfills the other requirements for roster placement (such as applicable safety, harassment prevention and other training prerequisites).

“(3) CSATF shall keep a publicly available record of individuals who successfully completed the training programs as well as a record of those who thereafter have secured roster status. CSATF will share these records with IATTF.

“(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 committee) is (are) not the only training program(s) permitted under this Agreement; rather, the parties may mutually agree to additional training program(s) on a Producer-by-Producer basis with the same goals and roster placement provisions. Any existing Union-Producer training program covering the job classifications covered under the Videotape Agreement may continue.

“(6) In connection with the agreed-upon training programs, the bargaining parties agree to make conforming changes to the preference of employment and seniority provisions of the Videotape Agreement, as may be required, to provide that individuals may participate in an agreed-upon training program as outlined above and are eligible upon completion of such program for placement on the applicable Industry Experience Roster after successful completion of the requisite safety, harassment prevention and other training necessary for roster placement and/or status.

“(7) The committee shall discuss developing training program(s) for under-represented groups or under-served communities for non-rostered positions under the Videotape Agreement.

“(8) 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.

“(d) **Centralized Off-Roster Hiring.** Create a process to be developed by the Producers, and agreed upon by the Union, to centralize off-roster hiring when the roster is exhausted, which would include an expansion in recruiting and dispatching off-roster candidates from under-represented populations. Build in lead time to develop with a target date for implementation no later than January 1, 2022.

“Elements include: (1) development of a centralized resource accessible to both the Local Unions that provide dispatch or referral services and the Producers to identify and facilitate the hiring of individuals from under-represented groups and under-served communities, including those who have not yet met but are on their way to meeting the requisite days of work experience to join the applicable Industry Experience Roster; (2) a commitment by the Local Unions that provide dispatch or referral services to dispatch or refer exclusively from a list of candidates provided by the centralized resource when the roster classification is exhausted; (3) a commitment by the Local Unions that provide dispatch or referral services to track the hiring of those individuals and report hires to the centralized resource for Producers to access; and (4) good faith efforts by Producers to consider the off-roster hiring of individuals from under-represented groups. Producer shall retain the right to select from the centralized resource or elsewhere.

“(e) **Prior Experience Placement.** In recognition of the parties' desire to take more immediate action to remove barriers and facilitate employment of individuals from under-served communities or under-represented groups with experience in the entertainment industry and related fields, the parties agree to the following:

“(1) Producers may hire non-rostered individuals from under-served communities or under-represented groups who have prior experience in a job classification that is related or substantially similar to the one for which the Producer is hiring (“Prior-Experienced Individuals”) to work in a rostered classification under the Videotape Agreement. The prior experience need not have been acquired with a Producer signatory to this Agreement or on a certain type of production. Producer may rely upon Crewvie, Array Crew or other agreed-upon resources to determine an individual’s experience. Days worked by such an individual count towards roster placement. When identifying persons who qualify as Prior-Experienced Individuals, Producers shall consider persons recommended by Local Unions.

“(2) Producer shall provide written notice to the applicable Local Union before hiring a Prior-Experienced Individual. Prior-Experienced Individuals shall be required to take CSATF Safety, HP1 and A training at a minimum before commencing work.

“(3) Provided that at least one rostered individual is hired in each department, the maximum number of Prior Experienced Individuals hired on a production at any given time shall be limited to one (1) in each of the following departments: Camera; Construction/Special Effects; Costume; Crafts Service; First Aid; Grip; Hair; Make-up; Paint; Post-Production; Script Supervisor; Set Lighting; Sound/Video Assist; Studio Teacher/Welfare Worker; Art Department; and Props/Set Dressing/Set Decorating.

“The applicable Local Union may agree to increase the foregoing numbers consistent with the parties’ intention to increase access to employment opportunities in this industry.”

Make conforming changes.

9. **Use of Personal Vehicle**

Add the following new Article 23.1 (“Use of Personal Vehicle”) to the Videotape Agreement):

“23.1 Use of Personal Vehicle

“When an employee uses his or her personal vehicle at the Producer’s request to conduct business for the Producer during the workday within the studio zone or the secondary studio zone (and not for commuting purposes), the Producer shall reimburse the employee for mileage at the then-current IRS rate or shall make other arrangements with the employee for payment as allowed under applicable law (e.g., car allowance). It

is understood that if transportation is offered by the Producer, no mileage reimbursement of any kind is required."

10. **Paid Sick Leave**

Modify Article 46 of the Videotape Agreement as follows:

46. CALIFORNIA PAID SICK LEAVE

“(a) Accrual. ~~Commencing July 1, 2015, eligible~~ Eligible employees covered by this Agreement shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked ~~in California~~ for 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, a Producer may elect to provide employees, upon their eligibility to use sick leave as provided below (*i.e.*, upon working thirty (30) days ~~in California~~ for the Producer and after their ninetieth (90th) day of such employment ~~in California~~ 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.) Employees employed outside California shall be eligible for such sick leave commencing February 1, 2022.

“(b) To be eligible to accrue paid sick leave, the employee must have worked for the Producer for at least thirty (30) days ~~in California~~ 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 ~~in California~~ 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 Employer in advance. To the extent the employee is eligible for paid sick leave in a jurisdiction with a law that cannot be waived in a collective bargaining 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 46.

“(c) For employees employed on a daily basis (other than daily ‘on call’ employees), 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 his straight time hourly rate. For daily ‘on call’ employees, a day of sick leave pay shall be equal to the ‘on call’ employee's daily rate (or fifty percent (50%) thereof if a four (4) hour increment of sick leave is taken). For

employees employed on a weekly basis, 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 his 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.’² Sick leave also may be taken by an employee who is a victim of domestic violence, sexual assault or stalking.

“(e) Accrued, unused sick leave is not paid out on termination, resignation or other separation from employment. If an 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 shall be 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) Producer shall include in the employee's start paperwork the contact information for the designated Producer representative whom the employee may contact to confirm eligibility and the amount of accrued sick leave available. Such start paperwork shall also include information with respect to the year period (*i.e.*, calendar year or the employee's anniversary date) that the Producer 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, alternatively, if the Producer elected to provide employees with a sick leave bank, the year period (*i.e.*, calendar year or the employee's anniversary date) that the Producer selected for the bank of three (3) sick days as provided in subparagraph (a) above. Producer also shall notify the West Coast office of the IATSE of the name and contact information of the designated Producer representative.

“(g) Any Producer that, as of June 30, 2015, had ~~has~~ a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time ~~as of June 30, 2015~~ with respect to eligible employees working in California or that, as of February 1, 2022, ~~has a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time for all other eligible employees,~~ 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.

² “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.

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

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

Modify the last paragraph of Article 22(a) (“Minimum Call”) of the Videotape Agreement as follows:

“A four (4) hour minimum call shall apply for any day on which an employee ~~does not work and reports for training~~, at the request of an individual Producer, ~~reports for safety training~~. A daily ‘on call’ employee who reports for safety training shall be one-half (½) 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. ~~The foregoing does not apply to a day that is within the weekly guarantee of a weekly employee or a weekly ‘on call’ employee.~~”

12. **Weather Permitting Calls and Cancellations**

Modify Article 27 of the Videotape Agreement as follows:

"27. CHANGE AND CANCELLATION OF CALLS

“(a) If, at the time of a call, the employee called is not on the employer's payroll, such call may not be cancelled.

“(b) Calls for weekly employees for a sixth or seventh day in the employee's workweek may be cancelled before 8:00 p.m. on the day preceding the day of the call.

“(c) The employee and the IATSE shall be notified of layoff and/or work call at the earliest time reasonably possible.

“(d) Calls may be changed or cancelled if made: (1) before 8:00 p.m. of the day preceding the call; or (2) with six (6) hours' notice on the day of the call, provided such notice is given after 7:00 a.m. on the day of the call.

“(e) Notwithstanding the above, the Producer may issue a ‘weather-permitting’ call for extreme heat, extreme cold, extreme wind, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions or hurricanes to an employee prior to the employee's dismissal for the day and for persons not on payroll up to twelve (12) hours prior to their call time (even if a call had previously been given). The Producer shall provide notice to the IATSE upon the issuance of a ‘weather-permitting’ call. Inadvertent failure to provide notice to the IATSE is not subject to grievance and arbitration. The Producer may cancel a ‘weather-permitting’ 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, which shall be subject to fringe contributions; however, if the notification to the

employee 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 foregoing is in addition to the Producer's rights under this Article 27(b) and (d) above.

"The IATSE agrees that it will give good faith consideration to a request by the Producer to issue a 'weather-permitting' call under this Article 27(e) for other weather conditions."

Make conforming changes.

13. **Arbitrators**

Modify the list of arbitrators for regular arbitrations by adding the following four arbitrators (underlined) to the list of arbitrators set forth below:

Doug Collins
Edna Francis
Juan Carlos Gonzalez
Joel Grossman
Frederick Horowitz
John Kagel
Najeeb Khoury
Fred Kuperberg
Kenneth Perea
Michael Prihar
Phillip Tamoush

14. **Housekeeping – Update Sick Leave Waivers**

Modify Article 47 of the IATSE Videotape Electronics Supplemental Basic Agreement of 2018 to provide:

“47. WAIVER OF NEW YORK CITY SAFE AND EARNED SICK TIME ACT AND SIMILAR LAWS

“The IATSE expressly waives, to the full extent permitted by law, the application of the following to all employees employed under this Agreement: the New York City Earned Safe and Sick Time Act of 2013 (N.Y.C. Admin. Code, Section 20-911 et seq.); the New York State paid sick leave law of 2020 (New York Labor Law Section 196-B); the Westchester County Earned Sick Leave Law (Section 700.36 et seq. of the Laws of Westchester County); Section 1-24-045 of the Municipal Code of Chicago; the Cook County Earned Sick Leave Ordinance (Ordinance No. 16-4229); the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section 12W); the Paid Sick Leave Ordinance of Berkeley, California (Municipal Code Chapter 13.100); all

requirements pertaining to "paid sick leave" in Chapter 37 of Title 5 of the Municipal Code of Emeryville, California (including, but not limited to, Chapter 37.0.1.e), 37.03, 37.07.a)1)B.ii. and 37.07.f)); the City of Los Angeles Emergency Order regarding Supplemental Paid Leave Due to COVID-19 (amended February 10, 2021); the Los Angeles County COVID-19 Worker Protection Ordinance (Title 8, Chapter 8.200 of the Los Angeles County Code); Los Angeles County Employee Paid Leave for Expanded Vaccine Access (Title 8, Chapter 8.205 of the Los Angeles County Code); the Oakland Sick Leave Law (Municipal Code Section 5.92.030.); Chapter 4.62.025 of the Santa Monica Municipal Code (enacted by Ordinance No. 2509); ~~the Seattle Paid Sick and Safe Time Ordinance (Ordinance No. 123698);~~ Chapter 18.10 of Title 18 of the Municipal Code of the City of Tacoma, Washington (enacted by Ordinance No. 28275); Article 8.1 of Title 23, Chapter 2 of the Arizona Revised Statutes; 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. O-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 (Ordinance No. 14-45); and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the IATSE and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement."

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



Carol A. Lombardini
President

Date: November 18, 2021

**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

Date: 11/18/21

Exhibit A
Companies Represented by the AMPTP
in the 2021 IATSE Videotape Agreement Negotiations

12:05 AM Productions, LLC
20th Century Studios, Inc.
40 North Productions, LLC
1440 Productions LLC
4423 Productions LLC
50/50 Productions, LLC

ABC Signature, LLC fka Touchstone
Television Productions, LLC
ABC Studios New York, LLC
Abominable Pictures, Inc.
Academy Lighting Consultants, Inc.
Alameda Productions, LLC dba Legendary
Alameda Productions, LLC
Alcon Entertainment, LLC
Alive and Kicking, Inc.
Ambient Sounds Productions LLC
American Film Institute (The)
Apple Studios LLC
Apple Studios Louisiana LLC
Artcraft Productions Inc.
Ascension Films Inc.
Atelier Eidos, Inc. dba Bill Hargate
Costumes
Aurelian Productions, LLC

B-Cam Productions LLC
Backlight Productions LLC
Barn Burner Entertainment, Inc.
Base Light Productions LLC
Big Beach, LLC
Big Indie Pictures, Inc.
Big Ticket Television Inc.
Bigger Boat, Inc.
Bob Industries, LLC
Bonanza Productions Inc.
Bottom Dollar Productions, Inc.
Breakout Kings Productions LLC
Brightstar Fox Productions LLC
Bronson Avenue LLC

Calabasas Camera
Camdrew Productions LLC
Capital Concerts, Inc.

Carnival Row Productions, LLC fka
Legendary Television 1, LLC
Cartoon Network Studios, Inc.
Cast & Crew Production Payroll, LLC
CBB Productions
CBS Studios Inc.
ChubbCo FilmCo
City Row Productions, Inc.
Clean Setz, LLC
Columbia Pictures Industries, Inc.
Consolidated Scenic Services, Inc.
Corporate Management Solutions, Inc. dba
CMS Productions
CorradoMooncoin Holdings Inc.
Country Music Association, Inc.
CPT Holdings, Inc.
Cranetown Media, LLC
Creative Diversity, Inc.
Cryptic Industries, LLC
Cush Light, LLC

Dae Light Media, LLC
Delta Blues Productions LLC
Derouchey Foam Works Inc.
Digital 49 Productions, Inc.
Done & Dusted Electronic, Inc.
Done & Dusted Events, Inc.
Done & Dusted Productions, Inc.
DreamWorks Animation Television Post-
Production LLC
DreamWorks Post-Production LLC
Dunnfilms, Inc.
DW Dramatic Television LLC
DW SKG TV LLC
DW Studios Productions LLC
Dyminium Productions, LLC

Electric Entertainment, Inc.
EPSG Management Services
Eventvision, Inc.
Eye Animation Productions Inc.
Eye Productions Inc.

F73 Awards, Inc.
Favian Wigs, Inc.

Film 49 Productions, Inc.
FilmNation Features, LLC
Focus Features Productions LLC
Fox Alternative Entertainment, LLC
Fox Studio Lot, LLC
Frank & Bob Films II, LLC
FRB Productions, Inc.
FTP Productions, LLC
Full Frontal, LLC

Gaumont Animation Studio LLC
Gemini 3 Productions, Inc.
Gimme Dat Money, LLC
Goldcrest Features, Inc.
Goodnight Industries, Inc.
Grass Skirt Digital Productions, Inc.
Green Set, Inc.
Gunpowder Style LLC
GVF Productions, Inc.
GWave Productions, LLC

HITC Productions LLC
Honors Productions, Inc.
Hop, Skip & Jump Productions, Inc.
Horizon Scripted Television Inc.
Hostage Productions, Inc.
HT Project, Inc.

I Like Pie, Inc.
Independent Studio Services, LLC
Indieproduction, LLC
Irony West Corp.
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

Legendary Features Productions US, LLC
Legendary Pictures Productions, LLC
Leverage 2.0 Television Productions, Inc.
LGTV Productions, Inc.

Linear Productions LLC
Lions Gate Productions, LLC
Lippin Group (The)
Liquid Music, Inc.
Love It NY Productions, Inc.

Makeready, LLC
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.
Metro-Goldwyn-Mayer Pictures, Inc.
MGM Television Entertainment, Inc.
Midway Island Entertainment, Inc.
Mighty Pen, LLC
Milk Street Productions, LLC
Minassian Productions Inc.
Minim Louisiana Productions, Inc.
Minim Productions, Inc.
Moonfall Productions, Inc.
Mountainair Films Inc.
Moxie Pictures Inc.
MRC Live & Alternative, LLC fka dick
clark productions, llc
MRC II Holdings, LP
MRZ Sound, Inc. dba Martell Sound
Mutiny Pictures Inc.

Nametag Production Inc.
Netflix Studios, LLC
New Regency Productions, Inc.
Next Step Productions, LLC
Nila Inc.
NM Talent, Inc.
NS Pictures, Inc.

Olive Avenue Productions LLC
Olive Productions, LLC
Omega Cinema Props Inc.
On The Brink Productions, Inc.
One Eighty Productions LLC
Open 4 Business Productions LLC
Orange Cone Productions LLC
Orchard Road Productions, LLC
Over the Pond Productions Inc.

Pacific 2.1 Entertainment Group, Inc.
 Paige Productions, Inc.
 Palladin Productions LLC
 Paradise Productions, Inc.
 Parallax TV Productions LLC
 Paramount Pictures Corporation
 Paramount Worldwide Productions Inc.
 Patch Bay Productions LLC
 Pecubu Productions, Inc.
 Perdido Productions, Inc.
 Picrow, Inc.
 Picrow Streaming Inc.
 Platform One Media Productions, LLC
 PN Film Production, LLC
 Pour Animer, LLC
 Power Valley Events, Inc.
 PP21 Productions LLC
 Produced Bayou, Inc.
 Production Partners, Inc.
 Program Productions, Inc.
 Proximity Productions LLC

 Quest Productions, Inc.

 R/H Factor, Inc.
 Ralph Edwards/Stu Billet Productions
 Rebel Artichoke, Inc.
 Reunion 2017 LLC
 River Road Entertainment Productions, LLC
 Rocart, Inc.
 Ruff Draft Productions, LLC

 Salt Spring Media, Inc.
 Salty Pictures, Inc.
 Scenic Express, Inc.
 Screen Gems Productions, Inc.
 SCV Graphic Production, Inc.
 Seeker Productions Inc.
 Serendipity Productions, Inc.
 Serial Pictures LLC
 Singular Productions LLC
 Skydance Pictures, LLC
 Smallville Studios Inc.
 Sneak Preview Productions, Inc.
 Sony Pictures Studios, Inc.
 South Circle Productions LLC
 South Lake Audio Services, LLC
 South Rock Productions LLC
 Stage 6 Films, Inc.

Stalwart Productions, LLC
 Story Ink, Ltd.
 Storyteller Production Co., LLC
 Stu Segall Productions, Inc.
 Studio Art & Technology, LLC
 SWS Productions, Inc.

 Take Note, Inc.
 Talk WW Production, Inc.
 The Traveling Lab
 Theatrical Resources, LLC
 Tom T. Animation, Inc.
 Tomorrow Friends LLC
 Touchdown Entertainment, Inc.
 Tough House Productions, Inc.
 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
 Upload Films Inc.
 Usagi Productions LLC

Vertical Hold Productions LLC

Walden Media Productions LLC
 Walk by Faith Film, LLC
 Walt Disney Pictures
 Warner Bros. Studio Operations
 Warner Bros. Television
 Watermark Holding Company, LLC
 Waveform Productions LLC
 Westwind Studios, LLC
 Wings Wildlife Productions Inc.
 Woodridge Productions, Inc.

YNFS Productions LLC