

**MEMORANDUM OF AGREEMENT BETWEEN  
INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,  
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE  
UNITED STATES AND CANADA, AFL-CIO, CLC ("IATSE") AND  
ASSOCIATION OF INDEPENDENT COMMERCIAL PRODUCERS, INC.  
("AICP")**

This letter serves to confirm and memorialize the terms that were agreed upon between the AICP and the IATSE (each a "Party" and collectively the "Parties") regarding modifications to the existing 2022 Commercial Production Agreement including Appendices A thorough K and the Northeast Corridor Appendix to the 2022 CPA. The purpose of this document is to place in writing the understandings previously reached, ensuring clarity and mutual acknowledgment of the agreement. As soon as practicable, those parts of this Memorandum of Agreement which are not designated as contract language shall be reduced to contract language in separate composite collective bargaining agreements for execution by the Parties.

All provisions of the existing 2022 Commercial Production Agreement including Appendices A thorough K ("CPA") and the Northeast Corridor Appendix ("NEC") to the 2022 CPA between the parties shall remain the same unless otherwise specifically changed as noted herein.

In consideration of the mutual promises contained herein, the Parties agree as follows:

**COMMERCIAL PRODUCTION AGREEMENT ("CPA")**

**CPA Term of Agreement:** The term of the new CPA shall be three years from October 1, 2025 through and including September 30, 2028.

**ALTERNATIVE DISPUTE RESOLUTION:** The Alternative Dispute Resolution Procedures side letter as agreed upon in the Production Workers' Agreement shall be added as a new Appendix to the CPA.

**EXCHANGE OF INFORMATION:** The Exchange of Information unpublished side letter as agreed upon in the Production Workers' Agreement shall be added as a new Appendix to the CPA.

**BONA FIDE PRODUCTION EMPLOYER:** Add the following, "Shared Signatory Status" to the CPA Article XXXII, Bona Fide Production Employer ("BFPE"), as follows: *"A signatory employer may only share its signatory status under the Bona Fide Production Employer terms with another signatory Bona Fide Production Employer."* This provision prohibits a non-signatory BFPE from



enjoying the CPA terms and conditions of BFPE status through affiliation with a signatory BFPE.

**CPA EFFECTIVE DATE:** Except for the Term of the CPA, which commences on October 1, 2025, all remaining terms of the Agreement (including, but not limited to, scale rate increases, economic terms, benefit plan contributions increases, and work rules) shall be effective upon thirty (30) days after written notice to the AICP of Union ratification of such Agreement.

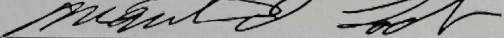
**CPA Article XXV (Wage Rates):** Minimum wage rates (i.e., "scale") shall be increased by four percent (4%) effective 30 days after written notice to the AICP of Union ratification; by an additional three-and-a-half percent (3.5%) effective October 1, 2026; and by an additional three percent (3%) effective October 1, 2027.

**CPA Article XXII (Benefits):** Amend Section 2 as follows: Effective on the same dates as the wage increases to scale rates above, for the IATSE National Benefit Funds and local plans, add an additional five dollars (\$5.00) for each day worked to each contribution daily rate in Year 1 (subject to the terms of the paragraph CPA EFFECTIVE DATE above), an additional five dollars (\$5.00) in Year 2, and an additional five dollars (\$5.00) in Year 3.

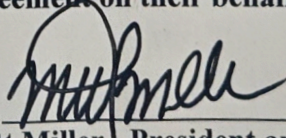
If the foregoing accurately reflects your understanding of agreement, please indicate your acceptance below, and upon execution, the Parties acknowledge that this Memorandum of Agreement concludes negotiations for the successor to the Commercial Production Agreement of 2022.

**ACCEPTED AND AGREED TO:**

**THE INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYEES,  
MOVING PICTURE TECHNICIANS,  
ARTISTS AND ALLIED CRAFTS OF  
THE UNITED STATES AND CANADA,  
AFL-CIO, CLC**

By:   
Matthew D. Loeb - International President  
Dated: 09/30/25

**ASSOCIATION OF INDEPENDENT  
COMMERCIAL PRODUCERS, INC.**  
for those production company members  
who have authorized it to sign this  
Agreement on their behalf.

By:   
Matt Miller, President and CEO  
Dated: 9/27/2025



## **SIDELETTER re: ALTERNATIVE DISPUTE RESOLUTION PROCEDURES**

This Side Letter is entered into between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts ("IATSE") and the Association of Independent Commercial Producers, Inc. ("AICP") contemporaneously with the 2025 Commercial Production Agreement ("CPA") effective October 1, 2025 through September 30, 2028 (the "Agreement").

Notwithstanding the right of the Union to arbitrate grievances as provided in the CPA, with respect to claims arising under local, state and/or federal statutory wage and hour laws (such as and without limitation, claims under the Fair Labor Standards Act, the California Labor Code, including California Private Attorneys General Act ("PAGA") claims, or other city or state statutory equivalents), a production company may require as a condition of employment bargaining unit employees to bring any such claim(s) through an individual production company's alternative dispute resolution procedure (including binding arbitration and class action/individual PAGA waivers), as applicable, and the production company may require that a bargaining unit employee execute documents effectuating the same without violating Article XXXII, Section 2 of the CPA.

Nothing in this side letter itself shall be deemed a waiver of any individual worker's substantive statutory rights provided by local, state and/or federal laws. Nor shall any production company's alternative dispute resolution procedure prevent an employee from pursuing a claim through the grievance procedure or the National Labor Relations Board.