

## **Memorandum of Agreement Summary**

#### 1. <u>Term</u>

The term of the 2024 Local 839 Agreement shall be three (3) years, commencing on August 1, 2024 and continuing through July 31, 2027.

## 2. Increases to Wage Minimums

- Minimum wage rates have increased as follows: By seven percent (7%) retroactive to August 4, 2024; by four percent (4%) effective August 3, 2025; and by three and one-half percent (3.5%) effective August 2, 2026.
- As part of this clause, the Producers agreed to discontinue the Animation Timer unit rates for any freelance animation timing starting on or after January 1, 2025.

## 3. <u>Increased Health and Pension Contribution Rates</u>

#### MPI Pension Plan:

- Effective January 1, 2027, the 10% contingent pension benefit will be increased to 15%. Thus, beginning January 1, 2027, pension benefit accrual rates will increase by 15% retroactively for the 3-year period beginning January 1, 2024. This is contingent upon there being 8 months of reserves in Active and Retiree Health Plans and the Pension Plan continues to be certified to be in the Green Zone.
- Those who retired prior to August 1, 2009 will continue to receive 13th and 14th checks on or about November 1 in each year of the Agreement.
- An additional one-time pension check shall be issued to those who retire prior to January 1, 2025.
- To account for the reduction in employment in 2023, no participant shall incur a "Break in Service" for plan year 2023, and all participants with 65 or more work hours in 2023 shall be credited with a vested pension year.



The MPI Health Plan will be funded with increased costs to the Producers, with no increased health care coverage costs to members or to their dependents, and no cuts to health care benefits, nor any increases to prescription drug co-payments:

- Producers shall pay to the health plan an additional \$1.39 for each hour worked or guaranteed in year one (the "Basic Rate"), and an additional \$0.45 per hour in each of years two and three.
- Producers that do not qualify as a \$15 million contributor will pay \$1.65 for each hour worked in year one, and an additional \$0.86 to the health plan in years two and three.
- The Dental Plan maximum benefit will increase from \$2,000 to \$2,500 per year.

## 4. On Call Increases for 6th & 7th Days Worked

Adjusted On-Call so there is higher pay (2x) for work on a seventh day, as well as additional MPI hours for each of the sixth and seventh days

## 5. Automatic Dismissal Pay

Increased the dismissal pay for the 3-6 month period from 1.25 days to 2 days, and secured an unpublished sideletter confirming that dismissal pay is owed automatically so members don't have to request it.

## 6. <u>Juneteenth Added as a New Holiday</u>

Juneteenth added as a contract holiday.

## 7. <u>Addition of Bereavement Leave</u>

For the first time there will be three (3) days of paid Bereavement Leave available to members.



## 8. <u>Increases to Paid Sick Leave</u>

Increased sick leave for companies that accrue time from 6 to 10 days, and for companies that provide a bank of time from 3 to 5 days.

#### 9. **Subcontracting Notice Bulletin**

A bulletin will be sent to all AMPTP signatory companies that reinforces the need to provide the Union with a notice of the intent to subcontract work outside of Los Angeles County.

#### 10. **Return to Office Notification**

While the Producer retains its right to determine return-to-office policies, employers agreed to the following:

- The Producers will provide at least 30 days' advance notice, when practicable, to the Union and affected employees of any change to its policies that would change the number of days that employees are required to work in the office.
- Upon employee request, the Producer will discuss accommodations for the employee to work from home in accordance with legal requirements and company policies.
- If the member's request to work remotely is denied, the Union may request a meeting to discuss the circumstances.

#### 11. Appropriate Restroom Arrangements

The AMPTP will release a bulletin to all its signatory companies that "to the extent practicable," all companies will provide a gender-neutral bathroom at all "owned" facilities, and that best efforts will be made to provide menstrual products at no cost to employees at those facilities.



## 12. <u>Personal Services Agreement</u>

Added contract language that the employer must share the terms of the new media sideletter that are being used when requested by a member, including job title, occupation code, and wage scale classification.

## 13. <u>Improved Terms for Sideletter N ("Productions Made for New Media")</u>

- Improvements in the level of reduction of current wage minimums for High Budget SVOD shows. Most wage reductions are now only 3%, and most vacation/holiday adjustments are harmonized by Season 3 to receive 100% of vacation and holidays.
- Advertising-based Video On Demand (AVOD) and Free Ad Supported Television (FAST) productions will now have the same wages, terms, and conditions as Subscription Video On Demand (SVOD) productions. Prior to this contract, AVOD and FAST productions were not included under Sideletter N at all, and employers were free to negotiate rates with no minimum wages or protections.
- Increase of 2.5% in wage minimums for Non-High Budget shows. The discount rate for these productions was reduced from 15% to 12.5%.

20-35 MINUTE ANIMATED HIGH BUDGET SVOD, HIGH BUDGET AVOD, AND HIGH BUDGET FAST-CHANNEL EPISODIC SERIES							
TAST-CHANNEL ET ISC	POLC SERVES						
Wage Rates	<ul> <li>Seasons 1 &amp; 2: Television rates reduced by 3%</li> </ul>						
	• Seasons 3+: Television rates						
Holidays	lidays • Season 1: No unworked holiday pay						
	● Season 2: 50% unworked holiday pay						
• Season 3+: 100% unworked holiday pay							
Vacation • Season 1: No vacation pay							
	• Season 2: 50% vacation pay						
	• Season 3+: 100% vacation pay						



36-65 MINUTE ANIMATED HIGH BUDGET SVOD, HIGH BUDGET AVOD, AND HIGH BUDGET FAST-CHANNEL EPISODIC SERIES						
Wage Rates	• Seasons 1 & 2: Television rates reduced by 3%					
	• Seasons 3+: Television rates					
Holidays	Season 1: No unworked holiday pay					
	• Season 2: 50% unworked holiday pay					
	• Season 3+: 100% unworked holiday pay					
Vacation ● Season 1: No vacation pay						
	• Season 2: 50% vacation pay					
	• Season 3+: 100% vacation pay					

ANIMATED ONE-TIME HIGH-BUDGET SVOD, HIGH-BUDGET AVOD, AND HIGH-BUDGET FAST CHANNEL PROGRAMS					
Wage Rates	One-time programs 20-35 minutes budgeted at ≥ \$500,000 <sup>†</sup> or 36-65 minutes budgeted at ≥ \$1,750,000  • Television rates reduced by 3%  One-time programs ≥ 66 minutes (other than programs ≥ 96 minutes budgeted at ≥ \$52,167,333*)  • Television rates reduced by 10% <sup>††</sup> One-time programs ≥ 96 minutes budgeted at ≥ \$52,167,333*  • Theatrical rates				
Holidays	One-time programs (other than programs ≥ 96 minutes budgeted at ≥ \$52,167,333*)  • No unworked holiday pay One-time programs ≥ 96 minutes budgeted at ≥ \$52,167,333*  • 100% unworked holiday pay				
Vacation	One-time programs (other than programs ≥ 96 minutes budgeted at ≥ \$52,167,333*)  • No vacation pay One-time programs ≥ 96 minutes budgeted at ≥ \$52,167,333*  • 100% vacation pay				



ANIMATED HIGH BUDGET SVOD, HIGH BUDGET AVOD, AND HIGH BUDGET FAST CHANNEL MINI-SERIES				
Wage Rates	Television rates reduced by 3%			
Holidays   ● No unworked holiday pay				
Vacation	No vacation pay			

#### 14. **Artificial Intelligence**

Created a new Article 21.N. to address Artificial Intelligence as follows:

- Union roles that utilize Generative Artificial Intelligence (GenAI) systems or GenAI-produced materials will continue to be covered by this agreement. This provision is important because it prevents studios from reclassifying work as non-union and therefore not covered by the protections of the Collective Bargaining Agreement.
- If a member uses GenAI in the performance of their work, the use of GenAI will not affect their pay, rights, or credit.
- The Producers have to give written notice in advance if GenAI usage will be a
  requirement of a role. Once the studios have given that notice, the employee
  may request a consultation during which they may discuss alternative methods
  of completing the assignment that do not use GenAI.
- If the use of GenAl results in TAG members being displaced or job duties changing, additional language enforces the use of the "Technological Change" clause and its protections, such as employer-funded job training and displacement pay.
- The Producers cannot require members to provide prompts that would result in the displacement of covered workers.
- The Producers must disclose to animation writers whenever they are given GenAI-produced written material. That material shall not be considered for purposes of determining credit.



- Employees are indemnified from liability against legal claims arising from the use of AI Systems.
- The Producers can't use members' facial or vocal likenesses (e.g. scratch audio recordings, behind-the-scenes footage) for use in training GenAI programs without member consent.
- The Producers will meet with TAG on a semiannual basis to discuss their current and intended use of Generative AI, the impacts of this usage, and any violations of this Article.
- The Producers agree to provide the IATSE and TAG with any written policies governing the use of AI Systems by covered employees.

## 15. <u>Improvements for Story Artists</u>

- The Storyboard Subcommittee achieved the removal of three lower-paid storyboard classifications that have existed in the contract for decades.
- Reduced the length of time for the talent development process from 18 months to 12 months.
- Adjusted the story artist progression in Sideletter O.
- Increased the 21-022 Animation Story Person rate for work on an animated series over 7 minutes in length or High Budget streaming VOD series over 20 minutes in length.
- Eliminated the 2nd 6-month step in 21-022 Animation Story Person.
- Eliminated the 2nd 6-month step 21-027 Production Board.
- Eliminated all previous Unit Rates, and new Pilot Unit Rates were added.

# Animation Story Person on Animated Television Series Over 7 Minutes in Length and Animated High Budget SVOD Series\* 20-35 Minutes in Length

	New Hourly	New Weekly	Hourly (8/3/25)	Weekly (8/3/25)
1st 6 months	\$57.41	\$2,296.40	\$61.43	\$2,457.20
Journey	\$60.89	\$2,435.60	\$65.15	\$2,606.00

<sup>\*</sup>Not subject to general wage increases in Year 1, subject to general wage increases in Year 2 for the period August 3, 2025 to and including August 1, 2026 and Year 3 for the period August 2, 2026 to and including July 31, 2027.

## 21-022 Animation Story Person

	Current Hourly	Current Weekly	New Hourly	New Weekly
1st 6 months	\$53.16	\$2,126.40	\$57.41	\$2,296.40
2nd 6 month	\$54.36	\$2,174.40	N/A	N/A
Journey	\$56.38	\$2,255.20	\$60.89	\$2,435.60

## **Storyboard Pilot Unit Rates**

	New Rates	New P&H hrs
Less than 4 minutes	\$2,900	125
4 to 7 minutes	\$5,000	150
Over 7 to 15 minutes	\$8,500	250
Half-Hour Subjects	\$18,000	400
One Hour or More	\$25,000	500

## 16. <u>Improvements for Color Designers</u>

- The Color Designer Committee finally achieved a path to equalizing their compensation with other Design crafts in the third year of the agreement. This path involves the minimum wages of Color Designers increasing separately over the term of the contract, reaching equity by the spring of 2027.
- The Color Designer craft will also be moved into the Animation block of wages.

#### 21-501 Color Designer\*

	Year One Hourly	Year One Weekly	Year Two Hourly	Year Two Weekly	Year Three Hourly	Year Three Weekly
1st 6 months	\$51.78	\$2,071.20	\$56.44	\$2,257.60	\$61.23	\$2,449.20
2nd 6 months	\$52.95	\$2,118.00	\$57.72	\$2,308.80	\$62.62	\$2,504.80
Journey	\$56.65	\$2,266.00	\$60.90	\$2,436.00	\$64.94	\$2,597.60

<sup>\*</sup>Not subject to general wage increases in Year 1, Year 2 and Year 3. "Year 1" effective 90 days after notice of ratification (estimated end of March 2025); "Year 2" effective (estimated) end of March 2026; "Year 3" effective (estimated) end of March 2027.

#### 17. New Classification – Art Director

For the first time, Art Director will be added to the contract as a new classification with a minimum hourly rate of \$70.03, a minimum weekly rate of \$2,801.20, and a minimum On-Call weekly rate of \$3,081.32.



#### 18. <u>Improvements for Animation Writers</u>

- The writers achieved higher rates for shorter work periods for Animation Writers Level 1 and 2.
- Added a minimum staffing requirement with guaranteed employment length (which can be fulfilled in a variety of ways including staffing above the minimum for less time or by paying out Unit Rates to the same equivalent in budget).
- Increased health and pension hours for bibles, pilots, and 11-minute Unit Rates.
- Achieved a significant increase in Unit Rates for 11-minute and 22-minute episodic shows, the biggest pain points in the craft.
- The employers agreed to send a bulletin regarding the appropriate use of Associate Animation Writer classification.
- Writers also secured protection of their rights, entitlements, and screenplay/teleplay credits when they are required to work with GenAI-produced materials.

#### 21-851 Animation Writer Level 1\*

	6 weeks or fewer 7-19 weeks		20+ weeks			
First 6 months	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
	\$55.29	\$2,211.60	\$54.22	\$2,168.80	\$53.16	\$2,126.40
Journey	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
	\$60.99	\$2,439.60	\$59.81	\$2,392.40	\$58.64	\$2,345.60

## 21-852 Animation Writer Level 2\*

	6 weeks or fewer		7-19 weeks		20+ weeks	
Journey	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
	\$67.49	\$2,699.60	\$66.19	\$2,647.60	\$64.89	\$2,595.60

<sup>\*</sup>Subject to general wage increases in Years 1, 2 and 3.

## Animation Writer Unit Rates for Short Subjects Over 7 to 15 Minutes (TV)\*\*:

	Current Rates	Current P&H hrs	New Rates	New P&H hrs
Synopsis and Outline	\$1,300.05	47	\$1,625.06	50
Teleplay or Screenplay	\$4,240.38	153	\$5,300.48	160

## Animation Writer Unit Rates for Short Subjects Over 7 to 15 Minutes (Theatrical)\*\*:

	Current Rates	Current P&H hrs	New Rates	New P&H hrs
Synopsis and Outline	\$1,300.05	47	\$1,495.06	50
Teleplay or Screenplay	\$4,240.38	153	\$4,876.44	160

## Animation Writer Unit Rates for Half Hour Subjects (TV)\*\*:

	Current Rates	Current P&H hrs	New Rates	New P&H hrs
Synopsis and Outline	\$2,387.61	91	\$2,984.51	91
Teleplay or Screenplay	\$8390.30	309	\$10,487.88	309

## Animation Writer Unit Rates for Half Hour Subjects (Theatrical)\*\*:

	Current Rates	Current P&H hrs	New Rates	New P&H hrs
Synopsis and Outline	\$2,387.61	91	\$2,745.75	91
Teleplay or Screenplay	\$8,390.30	309	\$9,648.85	309

## Animation Writer Unit Rates for Pilot Development (TV)\*\*:

	Current Rates	Current P&H hrs	New Rates	New P&H hrs
4 to 7 minutes	Individual Negotiation	Individual Negotiation	\$5,561.79	175
Over 7 to 15 minutes	\$6,926.75	250	\$8,656.93	300
Half-Hour Subjects	\$13,472.40	425	\$16,840.49	500
One Hour or More	\$20,085.00	530	\$21,354.54	600

<sup>\*\*</sup>Subject to general wage increases in Year 2 for the period August 3, 2025 to and including August 1, 2026 and Year 3 for the period August 2, 2026 to and including July 31, 2027.



## **Animation Writer Unit Rates for Bibles:**

	Current Rates	Current P&H hrs	New Rates	New P&H hrs
Pitch Bible	Individual Negotiation	40	Individual Negotiation	55
Mini Bible	Individual Negotiation	115	Individual Negotiation	160
Full Bible	Individual Negotiation	300	Individual Negotiation	400

## 19. **Non-Discrimination**

Greatly expanded the non-discrimination language by naming protected classifications for which there will not be hiring discrimination.

#### 20. **Grievance Procedure Modifications**

Modified the grievance procedure to match the enhanced list of arbitrators in both regular and expedited arbitration, as well as adopted the increase to the expedited arbitration cap from \$15k to \$25k.

## 21. Housekeeping Items

- Increased AMPTP contribution to the Contract Services Administration Trust Fund (CSATF) from (\$0.10) per hour to sixty-three cents (\$0.63) per hour.
- Renewed the Animation Intern sideletter which TAG uses for our DEI initiatives.
- Updated the list of municipal or state sick leave ordinances that are waived due to our agreement providing a sick leave policy across all signatory employers.